

EXHIBIT FOUR

2014 OPTUM

CONTRACT WITH

CITY OF CINCINNATI

PRESCRIPTION DRUG BENEFIT ADMINISTRATION AGREEMENT

This Prescription Drug Benefit Administration Agreement, effective January 1, 2014 ("**Effective Date**"), is between City of Cincinnati ("**Client**" or "**City**") and OptumRx, Inc., a California corporation ("**Administrator**").

The parties agree as follows:

1. PRESCRIPTION DRUG BENEFIT SERVICES

- 1.1 **Engagement.** Client engages Administrator as its exclusive provider of the core prescription drug benefit plan services, mail order pharmacy services, specialty pharmacy services and retiree drug subsidy services set forth on **Exhibit B ("Services")** to support Client's Benefit Plans, and Administrator accepts this engagement, subject to the terms of this agreement.
- 1.2 **Performance Standards.** Administrator will perform the Services in a diligent and professional manner by personnel or contractors who are trained, qualified and competent to perform or deliver the Services, supervise and monitor the performance and satisfy all requirements that apply to the Services as set forth in this agreement, on condition that Client performs or complies with its obligations under this agreement. Administrator will provide the performance guarantees set forth on **Exhibit E**.
- 1.3 **Additional Services.** If Client asks, and Administrator agrees to perform any service in addition to the Services ("**Service Change**"), then the parties will amend this agreement to include the Service Change and the increase in rates, fees and reimbursements to be charged to Client. Administrator will not be obligated to perform the Service Change until the amendment for the Service Change is executed. A Service Change will not arise from an obligation required by Administrator or its subcontractor (including a Network Pharmacy) for the Services to comply with Laws and Regulations in effect as of the Effective Date. If a change in Laws and Regulations materially burdens Administrator, requires Administrator to increase payments for Covered Prescription Drugs or materially changes the Services, then the Services, rates, fees, reimbursements or Rebates will be modified appropriately so the parties are returned to their comparable economic position as of the Effective Date.
- 1.4 **Compliance with Laws.** Each party will comply with all Laws and Regulations applicable to its respective business and the performance of its obligations under this agreement, including maintaining any necessary licenses and permits. If a party's performance as required by this agreement is prohibited by or conflicts with any applicable Laws and Regulations, then the party whose performance is owed or required will be required to perform, but only to the extent permitted by applicable Laws and Regulations. Any provisions now or hereafter required to be included in this agreement by applicable Laws and Regulations or any Governmental Authority will be binding and be enforceable against the parties and deemed incorporated in this agreement, irrespective of whether these provisions are expressly provided for in this agreement.
 - 1.4.1 **Equal Employment Opportunity Program.** This agreement is subject to the Client's Equal Employment Opportunity Program contained in Chapter 325 of the Cincinnati Municipal Code. Said chapter is hereby incorporated by reference into this agreement.
 - 1.4.2 **Small Business Enterprise Program.** This agreement is subject to the provisions of the Small Business Enterprise Program contained in Chapter 323 of the Cincinnati Municipal Code. Section 323-99 of the Cincinnati Municipal Code is hereby incorporated into this agreement.

Details concerning this program can be obtained from the Office of Contract Compliance, Two Centennial Plaza, 805 Central Avenue, Suite 222, Cincinnati, Ohio 45202, (513) 352-3144.

Administrator shall utilize best efforts to recruit and maximize the participation of all qualified segments of the business community in subcontracting work, including the utilization of small, minority, and women business enterprises. This includes the use of practices such as assuring the inclusion of qualified small business enterprises in bid solicitation and dividing large contracts into small contracts when economically feasible.

- 1.5 **Use of Subcontractors.** Administrator will not subcontract any Service to a subcontractor without Client's prior notification, which shall not be unreasonably withheld, unless the subcontract satisfies the requirements of this section. The subcontractor will perform the subcontracted Services in accordance with the terms of this agreement and all applicable Laws and Regulations. Administrator will provide Client with a list of all subcontractors, which list will be updated annually.

2. TERM AND TERMINATION

- 2.1 **Term.** The initial term of this agreement begins on the Effective Date and expires on December 31, 2016. After the initial term, this agreement automatically renews for two successive 12-month renewal periods on each applicable anniversary date (the renewal periods together with the initial term, the "**Term**"), unless either party provides the other party with notice of non-renewal no later than 90 days before the end of the initial term or a renewal period.

- 2.2 **Termination.** This agreement may be terminated as set forth in this section or as specified elsewhere in this agreement.

- 2.2.1 **For Cause.** If either party materially defaults in performing any of its material obligations under this agreement (a "**Default**"), the party not in Default, at its election, may terminate this agreement either in its entirety or only for the affected Services; unless the party in Default cures the Default within 30 days following notice of the Default given by the party not in Default. The notice will specify in reasonable detail the nature of the Default, the actions required to cure the Default, if the Default is curable, and whether the party not in Default is seeking to terminate either this entire agreement or only the affected Services. If the party in Default does not cure the Default to the reasonable satisfaction of the other party by the end of the 30-day cure period, then this agreement or the applicable Services, as the case may be, will terminate upon expiration of the 30-day cure period without any further notice or other action by the party not in Default. If the Default is cured before the 30-day cure period expires, then this agreement will remain in effect. Notwithstanding the foregoing, the 30-day opportunity to cure a Default will not apply to a payment default described in section 2.2.2.

- 2.2.2 **Payment Default.** If Client fails to pay any amount due on a validly submitted invoice (for which no objection is filed in good faith in accordance with section 3.3) within five business days after the applicable Payment Due Date (as defined in section 3.2), then Administrator may immediately upon written notice to Client terminate this agreement in its entirety or only for the applicable, affected Services or withhold or suspend Services until payment is received.

- 2.2.3 **Automatic Bankruptcy Termination.** This agreement will terminate automatically in the event of a Bankruptcy Event affecting either Administrator or Client. "**Bankruptcy Event**" means that Client or Administrator: (a) cannot pay its debts generally as they become due; (b) makes a voluntary assignment for the benefit of creditors; (c) is declared insolvent in any proceeding; (d) commences a voluntary case or other proceeding seeking liquidation, reorganization or other relief for itself, any of its property, assets or debts

under any bankruptcy, insolvency or other similar laws now or hereafter in effect or petitions or applies to any tribunal for the appointment of a receiver, liquidator, custodian or trustee for the party under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, liquidation, or dissolution law of any jurisdiction now or hereafter in effect; (e) is named as a debtor or party in the petition, application, case or proceeding and indicates its approval thereof, consents thereto, acquiesces therein or acts in furtherance thereof, or if the petition, application, case or proceeding is not dismissed or stayed for 60 days after it begins, or is the subject of any order appointing any such receiver, liquidator, custodian or trustee or approving the petition in any such case or proceeding; or (f) the sum of the party's debts (including contingent obligations) exceeds the fair market value of the party's assets, exclusive of any property transferred, concealed, or removed with the intent to hinder, delay or defraud the party's creditors.

2.2.4 Adverse Legal Determination. Subject to section 7.3, either party may terminate this agreement immediately upon notice to the other party (a) following a Judgment (as defined in section 6.1) or change in any applicable Laws and Regulations that would make performance of this agreement, in all material respects, unlawful or illegal for the terminating party, or (b) if a Governmental Authority requires either party to terminate this agreement.

2.2.5 For Convenience. After the first anniversary of the Effective Date, either party may terminate this agreement without cause upon 90 days prior notice of termination to the other party. If Client terminates without cause within the first three years of the Term, (a) Administrator will have no obligation under any guarantees under this agreement for the contract year (i.e., each 12-month period following the Effective Date) in which Client terminates, if the portion of the contract year before the effective date of Client's termination is less than 12 full months and (b) Client will reimburse Administrator no later than 30 days before Client's termination for Administrator's implementation costs (maximum of \$40,000) and the implementation allowance paid or credited to Client by Administrator under Exhibit C. The amount owed by Client for Administrator's implementation costs and the implementation allowance paid or credited to Client by Administrator under Exhibit C will both be prorated monthly over the first three years of the Term.

2.3 Effect of Termination. Upon termination of this agreement for any reason, Client will pay Administrator all undisputed amounts for Services performed through the date this agreement terminates in its entirety. Termination of this agreement will not alter Client's obligation to pay any disputed amounts owing to Administrator under this agreement that are subsequently resolved. Termination of this agreement for any reason will not relieve either party from liability for any obligations required of the party before this agreement terminates.

2.4 Transition Assistance Following Termination. Upon termination of this agreement for any reason, Administrator will, as directed by Client, provide Client or its designee with the following files: (a) existing Mail Order or Specialty Pharmacy open refill transfer files for Members, as based upon Client's most current eligibility files; (b) Client's claims history file; (c) Client's prior authorization files; and (d) Client accumulator files. Each file will be sent using Administrator's standard format and delivered using a media agreed to by the parties. Administrator will send up to three transmissions (i.e., one full test file, one production file, and one lag file) of each file. After the first set of files transmitted Client will pay or reimburse Administrator \$1,500 for each file transferred.

2.5 Phase-Out Period for Network Pharmacies. Despite section 2.4, and only to the extent required by any applicable Laws and Regulations and if requested by Client, Administrator will continue to provide Covered Prescription Services through Network Pharmacies and Administrator's Mail Order Pharmacies and Specialty Pharmacy for up to 180 days, or longer if required by applicable Laws and Regulations, following, as applicable, (a) the date this

agreement was to have terminated in its entirety as described in sections 2.1 or 2.2 or (b) the date Administrator no longer owns or operates a Mail Order Pharmacy or Specialty Pharmacy.

3. COMPENSATION AND BILLING

3.1 **Compensation.** Client will pay Administrator the rates, fees and reimbursements set forth on **Exhibit C** for the Services. If the total number of Members on the Effective Date reduces by 10% or more during the Term, Administrator may modify the rates, fees or guarantees in **Exhibit C**, effective the date of the change, upon notice to Client.

3.2 **Payment Terms.** Administrator will invoice Client at semi-monthly billing cycles that run from the 1st through the 15th and from the 16th through the end of the month. Administrator will submit invoices to Client that accurately reflect the Services performed during the invoice period and include Prescription Claims information to support the invoiced amounts at no charge. At Client's expense, Administrator may provide electronic claims files to Client's third party service provider, subject to the third party's execution of Administrator's form confidentiality agreement. Client will pay Administrator all undisputed invoiced amounts, via electronic fund transfer or other reliable means, no later than five business days after Client receives the invoice and supporting claims detail file ("**Payment Due Date**").

3.3 **Timely Notice of Overpayment.** Client may object to any amounts on Administrator's invoices that Client believes do not comply with the Pharmacy Plan Specifications. Client must notify Administrator of Client's objection no later than 60 days after the invoice date stating the disputed charges. If Client fails to object within this 60-day period, Client will be deemed to have acknowledged that the invoiced amounts comply with the Pharmacy Plan Specifications. This section will not preclude Client's right to audit Administrator's Services described in section 4.2.

3.4 **Late Payments and Late Fees.** Any amounts Client owes under this agreement that are not paid by the Payment Due Date will bear interest from the Payment Due Date pursuant to Chapter 319 of the Cincinnati Municipal Code.

3.5 **Right of Recoupment.** Administrator may withhold, deduct, net or recoup from future amounts owed or reimbursable to Client under this agreement any undisputed amounts Client owes to Administrator that are outstanding beyond their applicable Payment Due Date.

3.6 **Payment from Members.** Except as permitted by applicable Laws and Regulations, Administrator will not bill, charge, collect a deposit from, have recourse against or otherwise seek payment from a Member for Covered Prescription Services or amounts due to Administrator from Client, other than Cost-Sharing Amounts, returned checks or collection costs. Administrator will require, under the terms of its Network Pharmacy Agreements, each Network Pharmacy to comply with the requirements of this section.

3.7 **Claims Processor Fees.** Administrator may retain as part of its compensation under this agreement any claims processor fees received from Network Pharmacies in connection with the Prescription Drugs dispensed to Members under the Benefit Plans, including: (a) a per claim communications charge for on-line electronic claims processing by point-of-service communication; (b) a charge for each claim submitted to Administrator via paper, tape or a medium other than point-of-service communication; (c) surcharges for canceled or reversed claims; and (d) a charge if a Network Pharmacy requests an evidence of benefits report in a tape medium.

4. MAINTENANCE OF RECORDS; AUDITS

4.1 **Records.** Administrator will maintain accurate, complete and timely books and records of all transactions occurring from Administrator performing the Services to Members, including Covered Prescription Services, health care cost, Rebate data (including Rebate calculation and,

if applicable, Rebate allocation between Client and Administrator), encounter data and other data, based upon information available to Administrator at the time of data collection or calculation. Client will keep and maintain accurate, complete and timely books and records relating to operation of the Benefit Plans. Administrator and Client each will retain these books and records during the Term and for seven years following the date of their creation or for a longer time period, if required by applicable Laws and Regulations or an on-going audit or investigation of Administrator by Client, a Governmental Authority or another person or entity, and will make these books and records available to a Governmental Authority to the extent required by applicable Laws and Regulations.

- 4.2 **Client Audits.** Upon reasonable advance notice and at reasonable times, Client may audit once annually Administrator's performance of the Services, including concurrent eligibility, Formulary compliance and, when applicable, Rebates, for the period not to exceed 24 months immediately preceding the audit. No later than 45 days after receipt of Client's written audit request, Administrator will compile and prepare all claim detail information Client requires to perform its requested audit and furnish this information to Client in an agreed upon format. Client may audit Administrator through an audit firm of its choice, so long as: (a) the auditor does not have a conflict of interest with Administrator; (b) the audit firm executes Administrator's form Auditor Protocol and Confidentiality Agreement; (c) Client pays all costs associated with the audit, excluding Administrator's cost in compiling, copying, and making available the claim detail information necessary for the audit; and (d) Client does not compensate the audit firm, in whole or in part, on a basis that is contingent upon the results of the review of Administrator's records or the contents of the audit report. No audits may be initiated or conducted during December or January because of annual renewal period demands. Administrator will provide Client's auditor with access to all relevant data, records, contracts, files, personnel, books and other information reasonably necessary for Client's auditors to audit Administrator, subject to Administrator's third party confidentiality obligations. The audit information Administrator provides will be limited to Client-specific information necessary for Client to verify Administrator's performance under this agreement. Other documentation (e.g. policies and procedures) requested during the course of an audit, other than that needed to determine the accuracy of Client claims payments, will be provided at Administrator's reasonable discretion. Any Client requests for an auditor to audit will constitute Client's direction and authorization to Administrator to disclose this Client-specific information, including Member information and PHI, to the auditor.

5. DATA PROTECTION AND OWNERSHIP

- 5.1 **Data Ownership.** Client owns and will continue to own Client Data and Administrator owns and will continue to own Administrator Data, despite data use or possession by the other party or its subcontractor in accordance with an authorized subcontract. Each party will use commercially reasonable efforts to maintain the proprietary character of the other party's respective Client Data or Administrator Data.
- 5.2 **Data Use.** Each party grants the other party a non-exclusive, nontransferable, non-sublicensable, royalty free license to use its Marks and Content in furtherance of this agreement, except that neither party is granted any license to, and will not be permitted to use, the other party's Marks or Content except as pre-approved in writing by the other party. The parties will agree on use of the other's Marks, Content or words or phrases identifying the other party in any promotional or other materials, any advertisements identifying the other party, and in connection with Client identifying the Benefit Plans, or in any public announcement or press release, including agreeing on the timing and content of any public release. Despite any contrary provisions in this agreement, during the Term and for a reasonable period after termination of this agreement, Client grants Administrator the right to use and disclose to third parties Member drug and related medical data to perform Administrator's responsibilities under this agreement and to use in Administrator's research, cost analyses, and cost comparison studies. All research, cost analyses, cost comparisons and other similar studies or reports Administrator conducts or prepares will be Administrator's sole and exclusive property.

Administrator may aggregate this information with that of other clients and de-identify it to protect Client and Member confidentiality.

5.3 Confidentiality

5.3.1 Confidentiality Obligations. Each party ("**Recipient**") will, and will use commercially reasonable efforts to cause each of its Representatives to, keep confidential the Confidential Information of the other party ("**Discloser**") and not disclose any Confidential Information without Discloser's prior written consent or as permitted by this Agreement. Confidential Information may be disclosed to either party's employees, contractors or another third party ("**Representative**") as reasonably necessary to carry out the purposes of this agreement, on condition that the Representative agreed to keep confidential the Confidential Information with obligations at least as comprehensive as the obligations in this agreement. Recipient will be responsible for any breach of this agreement by any Representative to which it discloses Confidential Information.

5.3.2 Definition of Confidential Information. "**Confidential Information**" means: (a) the terms of this agreement; (b) all Discloser material, non-public information, materials or data, in any form, that Recipient knows or has reason to know is confidential or proprietary to Discloser, including Client Data or Administrator Data; (c) any other information that Discloser marks or designates clearly as confidential or proprietary; and (d) Discloser trade secrets, know how, inventions, current and future business plans, marketing plans and strategies, financial and operational plans, business methods and practices, customer or prospect data, records, information and profiles, supplier or vendor information and data, historical or prospective financial information, budgets, cost and expense data, employment records and contracts and personnel information as well as software, technology, inventions (whether or not patentable) that Discloser owns, licenses or uses. Confidential Information will not include information that: (a) is generally available to the public; (b) becomes available to Recipient on a non-confidential basis from a source, other than Discloser or its Affiliates or agents, not bound by a confidentiality agreement; or (c) that is required to be disclosed by law or pursuant to court order.

5.3.3 Exceptions to Confidentiality Obligations. The obligations in this section 5.3 will not restrict or limit disclosures by Recipient: (a) to offer or administer the Benefit Plans; (b) to comply with Rebate reporting or other data collection, maintenance, security or submission requirements; (c) to perform functions or responsibilities required by applicable Laws and Regulations; (d) as required or compelled by applicable Laws and Regulations or a Governmental Authority with competent jurisdiction over Recipient, on condition that Recipient will: (i) give prompt notice to Discloser after learning of the need to disclose (if allowed by applicable Laws and Regulations); (ii) disclose only that portion of Discloser's Confidential Information that Recipient's outside legal counsel advises is legally necessary to comply with the Laws and Regulations or Governmental Authority order; and (iii) assist Discloser if it objects to the disclosure; or (e) as provided in the next paragraph.

The parties acknowledge that Client is governed by the Ohio Public Records Laws and agree to comply with all applicable provisions of the Ohio Public Records Laws, despite contrary provisions in this agreement. Records (as defined by Ohio Revised Code §§ 149.011 and 149.43) related to this agreement may be subject to disclosure under the Ohio Public Records Laws. Client shall have no duty to defend the rights of Administrator or any of its agents or affiliates in any records requested to be disclosed. Upon receipt of a public records request, Client will notify Administrator in accordance with Section 7.1 of this agreement of its intent to release records to the requestor. Beginning with the date it receives notification, Administrator shall have the lesser of: (a) ten (10) business days or (b) a "reasonable amount of time" as that term has been interpreted by Supreme Court of Ohio and as notified by Client to Administrator in order to respond to Client by either accommodating the requestor or pursuing legal remedies to stop the Client's release of

requested information. Administrator and its agents and affiliates shall have the right to pursue legal and/or equitable remedies to stop or limit disclosure at their sole expense. Administrator will defend and hold harmless Client, including any reasonable and actual attorneys' fees awarded against Client under O.R.C. section 149.43 to the extent the claim is related to Administrator's designation of certain records as exempt from public disclosure as a trade secret ("Claim"). Client will promptly notify Administrator of the Claim, and will allow Administrator to control the defense and settlement thereof.

- 5.4 **Return of Confidential Information.** Upon Discloser's request, for any reason whatsoever and at any time, Recipient will return immediately all Discloser's Confidential Information within Recipient's possession or control. If any Confidential Information is contained in analyses, compilations, studies or other documents prepared by Recipient or its contractors, Recipient will promptly destroy, and instruct its Authorized Representatives to destroy, these items and certify to Discloser that this destruction has occurred. Recipient and its Authorized Representatives may retain one copy of Discloser's Confidential Information for archival purposes or as otherwise required by applicable Laws and Regulations.
- 5.5 **Protected Health Information.** The parties will execute and abide by the Business Associate Agreement in the form of **Exhibit D**, which outlines the parties' obligations for use and disclosure of PHI.
- 5.6 **Equitable Relief.** The parties acknowledge that it would be difficult to measure damages resulting from any breach of their respective obligations in this section 5, injury from this breach would be impossible to calculate and money damages would be an inadequate remedy. Consequently, in addition to any other rights or remedies available under this agreement, the parties may seek injunctive and other equitable relief, without bond or other security, for a party's actual or threatened breach of this section 5. The obligations, rights and remedies of the parties under this section 5 are cumulative and in addition to, and not in lieu of, all obligations, rights or remedies created by applicable patent, copyright or other laws, including statutory and common laws governing unfair competition and misappropriation or theft of trade secrets, proprietary rights or confidential information.

6. INDEMNIFICATION; INSURANCE; LIMITATION OF LIABILITY

- 6.1 **Indemnification.** Each party ("**Indemnitor**") will be solely financially responsible for, and will defend and indemnify the other party, its Affiliates and their respective directors, officers, employees, representatives, agents, successors, successors-in-interest and assigns ("**Indemnitee**") from and against all claims, legal or equitable causes of action, suits, litigation, proceedings (including regulatory or administrative proceedings), grievances, complaints, demands, charges, investigations, audits, arbitrations, mediation or other process for settling disputes or disagreements, including any of the foregoing processes or procedures in which injunctive or equitable relief is sought ("**Claims**") made by a third party against Indemnitee arising or resulting from, or to the extent attributable to, Indemnitor's material breach of this agreement or its negligence or intentional misconduct (including fraud), except to the extent the liability results from Indemnitee's negligence, willful misconduct or breach of this agreement. Indemnitor will pay promptly and satisfy fully in connection with an indemnified Claim all (a) losses, damages of any kind or nature, assessments, fines, penalties, deficiencies, interest, payments, expenses, costs, debts, obligations, liabilities, liens or Judgments that are sustained, incurred or accrued; (b) judgments, writs, orders, injunctions or other orders for equitable relief, awards or decrees of or by any Governmental Authority ("**Judgments**"); and (c) costs, expenses and fees, including settlement costs, attorneys' fees, accounting fees and expert costs and fees incurred in connection with Claims. Each party will provide prompt notice to the other party upon learning of any occurrence or event that may result in an obligation of the other party under this section. A party's failure to provide prompt notice of a Claim will not relieve the other party of its obligations under this section, except to the extent that the omission results in a failure of actual notice to the other party and the other party suffers damages because of the

failure to notify.

6.1.1 Notwithstanding any statement in section 6.1 (Indemnification) above, the City's obligation to indemnify Administrator shall be limited to the remaining amount of funds, if any, which have been previously certified to this contract by the City's Director of Finance pursuant to O.R.C § 5705.41 and C.M.C. § 301-1. The City is under no obligation to certify additional funds to this contract to meet any request for indemnification.

6.2 **Insurance Requirements.** The parties acknowledge that Client does not maintain commercial insurance and is self-insured for workers compensation insurance purposes. Administrator will maintain: (a) during and for a reasonable period of time after the Term, reasonable and customary insurance (whether through third party carriers or self-insured arrangements or retentions), as to type, policy limits and other coverage terms, to cover the risks of loss faced by companies similar to the party in size, industry and business operations; and (b) all insurance coverage, bonds, security and financial assurances as applicable Laws and Regulations may require from time-to-time. All authorized Administrator subcontracts will require the subcontractors to maintain adequate and customary insurance. Administrator, at its sole cost and expense, will procure and maintain (a) workers compensation insurance coverage, (b) comprehensive general liability insurance, including personal injury, and (c) automobile liability, including non-owned and hired auto coverage, of not less than \$1,000,000 per occurrence. Administrator shall have Client named as an additional insured on Administrator's general liability and automobile liability insurance policies.

6.3 **Limitation of Liability.** The parties' liability to each other under this agreement will not exceed the actual damages caused by breach of this agreement. The parties will have no liability under this agreement for any loss of profit or revenue or for any consequential, indirect, incidental, special or punitive damages, even if they are aware of the possibility of the loss or damages.

7. GENERAL TERMS

7.1 **Notices.** All notices, requests, consents, demands or other communications under this agreement will be in writing and deemed to have been duly given either (a) when delivered, if delivered by hand, sent by United States registered or certified mail (return receipt requested), delivered personally by commercial courier or (b) on the second following business day, if sent by United States Express Mail or a nationally recognized commercial overnight courier; and in each case to the parties at the following addresses (or at other addresses as specified by a notice) with applicable postage or delivery charges prepaid.

If to Administrator:

OptumRx, Inc.
2300 Main Street
Irvine, California 92614
Attn: Vice President, Client Management

Copy to:

OptumRx, Inc.
2300 Main Street
Irvine, California 92614
Attn: General Counsel

If to Client:

City of Cincinnati
Risk Management

805 Central Avenue
Cincinnati, OH 45202
Attn: Risk Manager

- 7.2 **Amendment.** Except as otherwise provided in this section or elsewhere in this agreement, this agreement may be modified, changed or amended only by a dated written instrument executed by the parties. If, despite section 1.4, any Governmental Authority or Laws and Regulations require that this agreement be amended, including to incorporate specific required terms, Administrator may amend this agreement to comply with this requirement by providing 30-days prior notice to Client. This amendment will become effective at the end of the 30-day notice period or a shorter period if necessary to comply with the requirement, unless Client can demonstrate conclusively in writing that the amendment is not necessary to comply with the Governmental Authority or Laws and Regulations.
- 7.3 **Waiver; Severability.** The failure of any party to insist in any one or more instances upon performance of any term of this agreement will not be construed as a waiver of future performance of the term, and the party's obligations for the term will continue in full force and effect. The provisions of this agreement are severable. The invalidity or unenforceability of any term or provision in any jurisdiction will be construed and enforced as if it has been narrowly drawn so as not to be invalid, illegal or unenforceable to the extent possible and will in no way affect the validity or enforceability of any other terms or provisions in that jurisdiction or of this entire agreement in that jurisdiction.
- 7.4 **Assignment.** A party may not assign, delegate or transfer this agreement without the prior written consent of the other party, except that Administrator may assign this agreement to any Affiliate upon 30-day notice to Client, so long as Administrator remains obligated under this agreement. This agreement will bind the parties and their respective successors and assigns and will inure to the benefit of the parties and their respective permitted successors and assigns.
- 7.5 **Governing Law.** This agreement and each party's rights and obligations under it will be governed by and construed in accordance with the laws of Ohio, without giving effect to conflicts of law principles.
- 7.6 **Certification as to Non-Debarment.** Administrator certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction covered by this Agreement. Administrator acknowledges and agrees that if it or its principals is/are presently debarred then it will promptly return to Client any funds received pursuant to this Agreement. In such event, any materials received by Client pursuant to this agreement will be retained as liquidated damages.
- 7.7 **Force Majeure.** If any party is prevented from performing or cannot perform any of its obligations under this agreement because of any cause beyond the reasonable control of and not the fault of the party invoking this section, including any act of God, fire, casualty, flood, earthquake, war, strike, lockout, epidemic, destruction of production facilities, riot, insurrection or material unavailability, and if the non-performing party has been unable to avoid or overcome its effects through the exercise of commercially reasonable efforts, this party will give prompt notice to the other party, its performance will be excused, and the time for its performance will be extended for the period of delay or inability to perform due to such occurrences, except that if performance is extended under this section for more than 60 days, then at any time before reinstatement of the performance, the other party may terminate this agreement upon notice to the non-performing party. Administrator will maintain commercially reasonable business continuity and disaster recovery plans.
- 7.8 **Relationship of the Parties; Third Party Beneficiaries.** The sole relationship between the parties is that of independent contractors. This agreement will not create a joint venture,

partnership, agency, employment or other relationship between the parties. Nothing in this agreement will be construed to create any rights or obligations except among the parties; no person or entity will be regarded as a third party beneficiary of this agreement.


- 7.9 **Taxes.** Member, and not Administrator, will be responsible for any transfer, consumption, sales, use or other tax levied on the transfer of items dispensed or on any of the Services if assessed or required by local, city, state or other government authority.
- 7.10 **Survival.** Any term of this agreement that contemplates performance after termination of this agreement will survive expiration or termination and continue until fully satisfied, including section 5, which will survive so long as the information is Confidential Information or the data is proprietary to either party or its successors, successors-in-interest or assigns, and section 6, which will survive indefinitely.
- 7.11 **Dispute Resolution.** If a dispute occurs between the parties, the complaining party may request a meeting by executive officers of each party who will attempt to resolve the dispute in good faith before beginning a legal action, except for matters subject to injunctive relief. If the parties' executive officers do not resolve the dispute within 45 days after the notice, each party will retain all rights to bring an action regarding such matter in accordance with law.
- 7.12 **Integrated Agreement; Interpretation; Execution.** This agreement constitutes the final entire agreement between the parties regarding its subject matter and supersedes all prior or contemporaneous written or oral agreements, representations, negotiations or understandings between the parties regarding its subject matter. The language in this agreement will be construed in accordance with its fair meaning, as if prepared by all parties and not strictly for or against any party. The legal doctrine of construction of ambiguities against the drafting party will not be employed in any interpretation of this agreement. Whenever approval of any party is required under this agreement, the approval will not be unreasonably withheld or delayed. For all terms in this agreement, unless otherwise specified: (a) a term has the meaning assigned to it in the Schedule of Definitions attached as Exhibit A or elsewhere in this agreement; (b) "or" is not exclusive; (c) "including" means including without limitation; (d) "party" and "parties" refer only to a named party to this agreement; and (e) any reference to an agreement, instrument or statute means that agreement, instrument or statute as from time-to-time amended, modified or supplemented and any applicable corresponding provisions of successor statutes or regulations. The headings in this agreement are provided for convenience only and do not affect its meaning. An electronic signature of this agreement, or a signature on a copy of this agreement that a party receives by facsimile, email or other means, is binding as an original, and the parties will treat an electronic or photo copy of this signed agreement as an original. The parties may sign this agreement in two or more counterparts, and as so signed this agreement will constitute one and the same agreement binding on the parties.

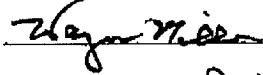
[signature page follows]

The parties' duly authorized representatives are signing this Prescription Drug Benefit Administration Agreement as of the Effective Date.

CITY OF CINCINNATI

OPTUMRx, INC.

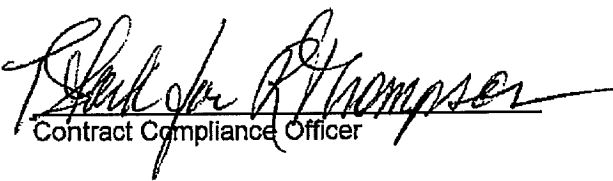
By: 
Name: David L. Holmes
Title: Asst Com

By: 
Name: WAYNE MILLER
Title: SVP, Client Services

RECOMMENDED BY:

APPROVED FOR COMPLIANCE


Karen Alder, Risk Manager


Contract Compliance Officer

APPROVED AS TO FORM


Assistant City Solicitor

CERTIFICATION OF FUNDS

Date: DEC 31 2013
Funding: 711 x 1357³⁵¹¹ 3581 x 7432
Amount: \$2,064,000.⁰⁰


Reginald Zeno, Finance Director

Exhibits:

- Exhibit A, Schedule of Definitions
- Exhibit B, Services
- Exhibit C, Compensation
- Exhibit D, Business Associate Addendum
- Exhibit E, Performance Guarantees

EXHIBIT A

SCHEDULE OF DEFINITIONS

Capitalized terms used in this agreement are defined below or elsewhere in this agreement.

"Administrator Data" means: (a) all data and information Administrator submits or transmits to Client regarding Administrator or its formulary advisory committee, Administrator's formularies, Network Pharmacies or Pharmacy Network; (b) all data, records and information generated in Administrator's business or operations; (c) all information pertaining to any programs, services or products Administrator or any of its clients market or offer; (d) all Administrator Content, Marks and Intellectual Property, together with all derivative works of the Administrator Content, Marks and Intellectual Property; (e) Administrator's software and any tangible or readable embodiments of such software, (f) Member specific information received or generated by Administrator's Mail Order or Specialty Pharmacies in connection with dispensing Prescription Drugs; and (g) for any matters referenced in the foregoing clauses (a) through (f), data, records or information occurring in any form, including written, graphic, electronic, visual or fixed in any tangible medium of expression and whether developed, generated, stored, possessed or used by Administrator, Client or a third party. Administrator Data does not include any claims data or data or information that relates exclusively to Client or its business, operations or activities or to another Client customer or contractor or the customer's or contractor's business, operations or activities.

"Affiliate" means for any person or entity, any other person or entity that directly or indirectly controls, is controlled by or is under common control with this person or entity.

"AWP" means the average wholesale price of a Prescription Drug or other pharmaceutical products or supplies based on the Pricing Source. For Prescription Drugs or other pharmaceutical products or supplies not dispensed by Administrator's Mail Order Pharmacy or Specialty Pharmacy, AWP is based on the NDC of the drug dispensed. For Prescription Drugs or other pharmaceutical products or supplies dispensed by Administrator's Mail Order Pharmacy or Specialty Pharmacy, AWP is based on a package size of 100 units for pills, capsules and tablets and 16 ounce quantities for liquids (or the next closest package size if these quantities or sizes are not available) or the manufacturer's individual pre-packaged item (e.g., tube, drop dispenser, etc.). Administrator will rely on the Pricing Source as updated by Administrator no less frequently than every seven days to determine AWP for purposes of establishing the pricing provided to Client under this agreement. Administrator will not establish AWP, and Administrator will have no liability to Client arising from use of the Pricing Source. If Administrator decides to use a pricing benchmark other than AWP or is required to do so because the Pricing Source discontinues publication of AWP and the change would materially affect Client's economic benefit under this agreement, then Administrator will provide Client with proposed modified pricing terms at least 60 days before the effective date of the change. If the parties fail to agree upon the modified pricing terms before the effective date of the modified pricing terms, then Administrator's proposed modified pricing terms will apply until the parties otherwise agree. If the parties are unable to agree to modified pricing terms, then either party may terminate this agreement upon 60 days prior notice to the other party.

"Benefit Plan" means the certificate of coverage, summary plan description, or other document or agreement, whether delivered in paper, electronic, or other format, under which Client is obligated to provide Covered Prescription Services. Benefit Plan coverage includes any deductible or co-insurance provided for under the coverage.

"Brand Drug" means a Prescription Drug, pharmaceutical product or supply designated as "M," "N" or "O" in Medi-Span's Generic Product Indicator.

"Client Data" means (a) all data and information Client submits or transmits to Administrator, including information about Benefit Plans, Pharmacy Plan Specifications, Members, and Client's other programs, services, products and plans; (b) any data and information submitted or transmitted to Administrator by a Governmental Authority or a third party about Client or Benefit Plans; (c) data, records

and information Administrator generates that relates directly to Administrator performing Services for Client under this agreement, exclusive of information or documentation Administrator generates for use in Administrator's business generally or for use with multiple clients; (d) all Client Content, Marks and Intellectual Property, together with all derivative works of the Client Content, Marks and Intellectual Property; (e) data, records and information Administrator generates about Client's business or operations; and (f) for any matters referenced in the foregoing clauses (a) through (f), data, records or information occurring in any form, including written, graphic, electronic, visual or fixed in any tangible medium of expression and whether developed, generated, stored, possessed or used by Client, Administrator or a third party. Client Data will not include data or information that is generated in or relates exclusively to: (a) Administrator or its business, operations or activities; (b) another Administrator client or contractor or the client's or contractor's business, operations or activities; (c) Administrator's or its personnel or contractor's use other than in performing this agreement; or (d) data or information disclosed, sold, assigned, leased or otherwise provided to third parties in a form that the Client Data has been aggregated with other client's data and cannot be distinguished as Client Data.

"Compound Prescription Drug" means a Prescription Drug that is prepared by a pharmacist who mixes or adjusts one or more Prescription Drugs to customize a medication to meet a Member's individual medical needs. Client's payment to Administrator for providing a Compound Prescription Drug to a Member will include the Network Pharmacy contracted rate for each Prescription Drug included in the medication and one contracted dispensing fee minus any Cost-Sharing amount.

"Content" means any text, graphics, photographs, video, audio or other data or information, including any advertisements used by the applicable party, or in the case of Client by it or its vendors, in its business, operations or in connection with the offering of its products, services, programs or plans.

"Cost-Sharing Amount" means the coinsurance, copay or other cost sharing amount that a pharmacy may collect from a Member for Covered Prescription Services in accordance with the Member's Benefit Plan.

"Covered Prescription Services" means Prescription Drugs or other pharmaceutical products, services or supplies dispensed by a pharmacy to a Member for which coverage is provided in accordance with the Member's Benefit Plan.

"Drug Manufacturer" means a person or entity that manufactures, sells, markets or distributes Prescription Drugs.

"FDA" means the United States Food and Drug Administration or any successor Governmental Authority.

"Formulary" means the list of Prescription Drugs covered by the applicable Benefit Plan as developed by Administrator and approved and adopted by Client for use with the Benefit Plans. The Formulary will be made available to physicians, pharmacies and other healthcare persons or entities to guide the prescribing, dispensing, sale and coverage of Covered Prescription Services.

"Generic Drug" means a Prescription Drug, pharmaceutical product or supply designated as "Y" in Medi-Span's Generic Product Indicator.

"Governmental Authority" means the Federal government, any state, county, municipal or local government or any governmental department, political subdivision, agency, bureau, commission, authority, body or instrumentality or court that regulates the party's activities or operations.

"Intellectual Property" means any patent, invention, discovery, know-how, technology, software, copyright, authorship, trade secret, trademark, trade dress, service mark, confidentiality, proprietary, privacy, intellectual property or similar rights (including rights in applications, registrations, filings and renewals) that are now or hereafter protected or legally enforceable under state or Federal common laws or statutory laws or under laws of foreign jurisdictions.

"Laws and Regulations" means all common law and any and all state, Federal or local statutes, ordinances, codes, rules, regulations, restrictions, orders, procedures, standards, directives, guidelines, instructions, bulletins, policies or requirements enacted, adopted, promulgated, applied, followed or imposed by any Governmental Authority, including the Financial Modernization Act of 1999, also known as the Gramm-Leach-Bliley Act, and the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, as well as any of the preceding Laws and Regulations that from time-to-time may be amended, modified, revised or replaced, interpreted or enforced by any Governmental Authority.

"MAC" means the maximum allowable cost of a Generic Drug as specified on a list established by Administrator. Administrator may have multiple MAC lists, each of which is subject to Administrator's periodic review and modification. The MAC used at Mail Order Pharmacy will perform in the aggregate better than or equal to the MAC used at retail pharmacy.

"Mail Order Pharmacy" means a facility that is duly licensed to operate as a pharmacy at its location and to dispense Prescription Drugs via postal or commercial courier delivery to individuals, including Members. Mail Order Pharmacy includes pharmacies that Administrator owns or operates.

"Marks" means the names, logos and other proprietary symbols and phrases belonging to a person or entity.

"Member" means an eligible individual legitimately enrolled in a Benefit Plan.

"NCPDP" means that National Counsel for Prescription Drug Programs.

"NDC" means the National Drug Code that is the identifying Prescription Drug number maintained by the FDA.

"Network Pharmacy" means a retail pharmacy, Mail Order Pharmacy, Specialty Pharmacy or other facility that is duly licensed to operate as a pharmacy at its location and to dispense Prescription Drugs to individuals, including Members, and has entered into a Network Pharmacy Agreement. Administrator in its capacity as a Mail Order Pharmacy or Specialty Pharmacy is a Network Pharmacy of Client.

"Network Pharmacy Agreement" means a Prescription Drug Services Agreement between a Network Pharmacy and Administrator or Client to provide Covered Prescription Services.

"Paid Claim" means a Prescription Drug claim that is approved for payment during Administrator's semi-monthly billing cycle or is a reversal during this semi-monthly billing cycle of a Prescription Drug Claim that was approved for payment during a prior semi-monthly billing cycle. A rejected or denied claim or a claim approved for payment and reversed during the same semi-monthly billing cycle is not a Paid Claim.

"Pharmacy Plan Specifications" means the written Benefit Plan descriptions, Member information and instructions Administrator needs to carry out its obligations under this agreement, including Member eligibility and identification requirements, benefit definitions, Formulary, Pharmacy Network, utilization management programs, applicable Cost-Sharing Amounts, number of days' supply for acute and maintenance medications, dispensing and other limitations, manuals and other Benefit Plan or Member information. All Pharmacy Plan Specifications will be either provided by Client or prepared by Administrator and approved by Client.

"PHI" means Protected Health Information, as defined in 45 C.F.R. § 160.103.

"Prescription Claim" means a single request for payment for, or a bill or invoice relating to, a Covered Prescription Service that a Network Pharmacy, other health care provider or Member submits, whether the request, bill or invoice is paid or denied.

"Prescription Drug" means a Generic Drug or Brand Drug that is approved by the FDA and required under applicable Laws and Regulations to be dispensed only as authorized by a written or oral order to dispense a Prescription Drug by an appropriately licensed and qualified health care professional in accordance with applicable Laws and Regulations.

"Prescription Drug Compensation" means the applicable reimbursement, remuneration, compensation or other payment paid by Client to Administrator for the provision of Covered Prescription Services to a Member as described in **Exhibit C**.

"Pricing Source" means the Medi-Span Prescription Pricing Guide (with supplements) or another nationally recognized pricing source determined by Administrator.

"Rebate" means any discount, price concession or other direct or indirect remuneration Administrator receives from a Drug Manufacturer under a Rebate Agreement that is contingent upon and related directly to Member use of a Prescription Drug during the Term. Rebate does not include any discount, price concession or other direct or indirect remuneration Administrator receives from a Drug Manufacturer for direct purchase of a Prescription Drug or any amounts a Drug Manufacturer pays Administrator for providing any products or services, including fees for managing and administering Administrator's rebate program.

"Rebate Agreement" means an agreement, other than a purchase agreement, by Administrator and a Drug Manufacturer for price concessions, direct or indirect remunerations or reimbursements based on projected or actual use of the Drug Manufacturer's Prescription Drugs by members of prescription drug benefit plans that are Administrator clients, including Client. Drug Manufacturer purchase agreements that include volume discounts or rebates resulting from Prescription Drug purchases, rather than member use, will not be Rebate Agreements.

"Specialty Drugs" means the Prescription Drugs available at Administrator's Specialty Pharmacy, including: (a) biotechnology drugs; (b) orphan drugs used to treat rare diseases; (c) typically high-cost drugs; (d) drugs administered by oral or injectable routes, including infusions in any outpatient setting; (e) drugs requiring on-going frequent patient management or monitoring; and (f) drugs that require specialized coordination, handling and distribution services for appropriate medication administration.

"Specialty Pharmacy" means a facility that is duly licensed to operate as a pharmacy at its location and to dispense Specialty Drugs to individuals, including Members. Specialty Pharmacy includes pharmacies that Administrator owns or operates.

"Usual and Customary Charge" means the price, including all applicable customer discounts, such as special customer, senior citizen and frequent shopper discounts, that a cash paying customer pays a pharmacy for Prescription Drugs.

"WAC" means the wholesale acquisition cost of medication drugs or ancillary supplies, as applicable, as dispensed and set forth in the Pricing Source.

"Zero Balance Due Claims" means claims for which Client will not be billed an amount by Administrator. Member is responsible for the full cost of these claims as required in the applicable pharmacy benefit coverage criteria.

EXHIBIT B

SERVICES

1. CORE PRESCRIPTION DRUG BENEFIT SERVICES

1.1 Administrative Support

1.1.1 General. Administrator will provide administrative, management, consultative, claims processing and other general pharmacy benefit management support services to Client in conjunction with administration and operation of the Benefit Plans as set forth in this exhibit. Administrator will administer and support the Benefit Plans in accordance with the most current Pharmacy Plan Specifications that Client has provided to Administrator as required by this agreement.

1.1.2 Reporting. Administrator will provide Client with Administrator's standard reporting package and reports.

1.1.3 Benefit Plan Responsibility. Although Administrator will perform Services under this agreement to support the Benefit Plans, Client retains complete and exclusive discretionary authority over the Benefit Plans and is responsible ultimately for administering, managing and operating the Benefit Plans, including establishing and amending the Formulary, controlling or directing appeals conducted by an independent outside party or independent review organization ("*IRO*") and determining, interpreting and amending all Benefit Plan structures and terms. Except as the parties specifically agree in writing and despite any contrary provisions in this agreement, (a) neither Administrator nor its Affiliates is acting on behalf of any employee welfare benefit plan (as defined in 29 U.S.C. § 1002(1)) or participants or beneficiaries in any such plan, or on behalf of a fiduciary (as defined in 29 U.S.C. § 1002(21)(A)) of any such plan; (b) Client will not name or deem Administrator as a fiduciary for any purpose; (c) Administrator's role in all respects will be limited to that of a provider of "ministerial functions" (as described in 29 C.F.R. § 2509.75-8, D-2) and will be performed within the framework of policies and interpretations established by Client, such that the Services Administrator performs under this agreement will not include the power to exercise discretionary authority over any Benefit Plan's management or operations or plan assets (if any); (d) Client has selected and is solely responsible for each Benefit Plan's benefits and design; and (e) Client retains all discretionary authority for each Benefit Plan, Benefit Plan assets (if any) and administration of each Benefit Plan.

1.1.4 Benefit Plan Eligibility Data. Client will provide Administrator with electronic eligibility data in NCPDP format, or another format agreed to by the parties, for all Members who are entitled to Covered Prescription Services under the Benefit Plans. Administrator will load correctly formatted Member eligibility data no later than three business days after receipt from Client. Administrator will be entitled to rely on the accuracy and completeness of the Member eligibility data. Client will be solely responsible for any errors in Member eligibility data that Client furnishes to Administrator.

1.1.5 Member Notification. Client will apprise Members of the type, scope, restrictions, limitations and duration of Covered Prescription Services to which Members are entitled under an applicable Benefit Plan.

1.1.6 Pharmacy Plan Specifications. Client will provide Administrator with the technical assistance and information Administrator reasonably needs to perform the Services, including information regarding Members, Benefit Plans and Pharmacy Plan Specifications. Client will provide Administrator with the Pharmacy Plan Specifications no later than 45 days before the Effective Date. Client may amend or terminate the Pharmacy

Plan Specifications upon 45 days prior notice to Administrator, unless a Governmental Authority requires that the amendment or termination occur in a shorter time period. Any Client-initiated change to the Pharmacy Plan Specifications, including the Benefit Plan, Formulary, Pharmacy Network or a utilization management program, that impacts Administrator's compensation, cost to provide services or ability to satisfy a guarantee under this Agreement will be a Service Change and Administrator may adjust the rates, fees or guarantees in **Exhibit C**, effective the date of the change, in accordance with section 1.3 of the agreement. Client's failure to provide Pharmacy Plan Specifications within the time periods stated in this section may delay Administrator's implementation of the Services and any applicable performance guarantees. Client is responsible for the accuracy, completeness and timeliness of all Pharmacy Plan Specifications provided to Administrator and acknowledges Administrator's reasonable reliance on the Pharmacy Plan Specifications.

1.2 Pharmacy Network Administration

- 1.2.1 Pharmacy Network. Administrator will establish and maintain a network of pharmacies to provide the Services to Client ("**Pharmacy Network**"). Upon request, Administrator will make available to Client a current list of Network Pharmacies in the Pharmacy Network. Administrator may add or remove Network Pharmacies from the Pharmacy Network. Administrator shall make every effort to maintain its Pharmacy Network so that it is substantially the same in terms of number and locations of Network Pharmacies as were in the Pharmacy Network as of the effective date of this Agreement, excluding changes based on pharmacy closures, pharmacy self-terminations, and pharmacies removed for contract violations. Administrator will notify Client if any pharmacy chain with 4,000 or more stores leaves or is removed from the Pharmacy Network. Client shall have the right to terminate this agreement if, in Client's determination, Administrator's Pharmacy Network is significantly altered during the term of this agreement, by following the provision in Section 2.2.1 of this Agreement.
- 1.2.2 Network Pharmacy Credentialing. Administrator will establish and maintain a reasonable process for credentialing Network Pharmacies that includes verifying the good standing of the license of the pharmacy, adopting policies and procedures required by applicable Laws and Regulations. Administrator will use best efforts to contractually require each Network Pharmacy and their pharmacists dispensing Covered Prescription Services to Members to be duly licensed in accordance with all applicable Laws and Regulations in the state or other jurisdictions in which the Network Pharmacy furnishes Covered Prescription Services.
- 1.2.3 Network Pharmacy Agreements. Administrator has entered into Network Pharmacy Agreements to secure Network Pharmacies for the Pharmacy Network. Administrator will use best efforts to contractually require each Network Pharmacy (a) to comply with all applicable Laws and Regulations and (b) to collect from Members for the provision of Covered Prescription Services a charge that is the lesser of the Cost-Sharing Amount, Usual and Customary Charge or Prescription Drug Compensation, as applicable. The amount Administrator pays to Network Pharmacies for providing Covered Prescription Services to Members shall be the same amount Client pays Administrator for these services under this agreement
- 1.2.4 Customer Service. Administrator will maintain one or more call centers to provide customer service assistance for Members in connection with Administrator's Mail Order Pharmacy and Network Pharmacies.
- 1.2.5 Desk and On-Site Audits. Administrator will, as required by applicable Laws and Regulations and at its own expense, conduct real-time and retrospective desk audits and selected on-site audits of the Network Pharmacies to determine whether the Network

Pharmacies are submitting appropriate billings for payment by Client or Members. Administrator will report the results of the audits to Client. Administrator will pay Client, or apply as a credit to invoices payable by Client to Administrator, the amounts Administrator recovers from these audits. Client will be financially responsible for all expenses incurred in connection with audits of Network Pharmacies requested by Client that are not required by applicable Laws and Regulations.

1.3 Claims Process

1.3.1 Claims Adjudication. Administrator, directly or through a third party claims processor with which Administrator may contract, will adjudicate, process or pay Prescription Claims for Covered Prescription Services by application of the Benefit Plan rules determining eligibility for Covered Prescription Services. Administrator will pay, on Client's behalf, only Clean Claims (a) submitted by the Network Pharmacies in a timely manner through Administrator's point-of-service system in accordance with NCPDP guidelines and the Pharmacy Plan Specifications and (b) properly submitted by Members as requests for reimbursement for Covered Prescription Services. For each Clean Claim submitted by a Network Pharmacy, Administrator will reimburse the Network Pharmacy the amount specified in the Network Pharmacy Agreement for the dispensed Prescription Drug less any Cost-Sharing Amounts. "**Clean Claim**" means a Prescription Claim prepared in accordance with the NCPDP-promulgated standard format that contains all information necessary for processing for a Prescription Claim and submitted for payment no later than 30 days after the date of service, or a longer period of time if required by applicable Laws and Regulations. Administrator will reimburse Network Pharmacies for each Clean Claim no later than 30 days after Administrator's receipt of the Clean Claim, or a lesser period of time if required in the Network Pharmacy Agreement. Administrator will deny Prescription Claims that are not Clean Claims at point-of-service no later than 60 days after request for payment, or a lesser time period if required in the Network Pharmacy Agreement. Administrator will use reasonable efforts to advise the Network Pharmacy of the basis that a Prescription Claim is ineligible for payment and specify any additional information required for Administrator to pay the Prescription Claim. Administrator will not be financially responsible for paying claims submitted by Network Pharmacies, except that Administrator will be financially responsible for claim liabilities to the extent they arise from Administrator error.

1.3.2 Delays. Administrator will not be responsible for any loss, omission or delay of any Prescription Claim by a Network Pharmacy (other than Administrator's Mail Order Pharmacy or Specialty Pharmacy) or other health care professional.

1.3.3 Administrative Grievances and Appeals. At Client's request, and subject to section 1.1.3, Administrator will process initial Benefit Plan coverage determinations and exception requests and support Client in connection with Benefit Plan appeals and grievances in accordance with Pharmacy Plan Specifications and this section 1.3 and to the extent required by applicable Laws and Regulations.

1.3.4 Prior Authorization Appeals

1.3.4.1. Internal Appeals. Administrator will not conduct Member appeals of prior authorization denials. For a fee, Administrator will facilitate Member appeals of prior authorization denials with an IRO to perform internal appeals. Client will accept and abide by the IRO's process and appeal decisions. After receipt of the IRO's appeal decision, Administrator will remit the appeal decision to the Member on Client's behalf.

1.3.4.2. External Appeals. For all external appeals, Client will contract directly with an independent outside party or, where permitted by Laws and Regulations, if Client

requests and at an additional cost to Client, Administrator will coordinate Client's appeals to an IRO for external review. Administrator contracts with three IROs to perform external appeals for non-insurance clients. The parties will agree upon additional fees for the Client or IRO for external appeals. Client will provide Administrator appropriate and necessary plan documentation needed for the IRO to review the adverse benefit determination (within the meaning of 29 C.F.R. § 2560.503-1(m)(4)).

1.4 Benefits Administration and Support

1.4.1 Utilization Management Program

1.4.1.1. Development and Support. Administrator will implement its standard utilization management policies, procedures, guidelines and programs for the Benefit Plans to promote cost-effective drug utilization management and to discourage Prescription Drug over and under-utilization. Administrator may, on behalf of Client, (a) communicate with Members to describe health-related products or services (or payment for the products or services) provided by or included in the Plan through the Services, including communications about Network Pharmacies, replacement or enhancement to the Plan, and health-related products or services available only to Members that add value to and are not part of the Plan; (b) conduct population-based activities relating to improving the health of Members and reducing their healthcare costs; and (c) contact Members with health education information and information about Prescription Drugs, treatment alternatives, and related functions. Upon Client's request and at an additional charge to Client, Administrator, in consultation with Client, will develop non-standard utilization management policies, procedures, guidelines or programs for the Benefit Plans. Upon Client's request, Administrator will communicate Client's utilization program requirements to Members through Client-approved information and outreach materials. Although Administrator will recommend utilization management standards and programs that it believes may be appropriate for the Benefit Plans, Client retains complete and exclusive discretionary authority over its utilization management standards and programs and is responsible ultimately for these standards and programs.

1.4.1.2. Administrator's Prior Authorization Services. Administrator will respond to properly submitted prior authorization requests from providers, Members or pharmacies using utilization management standards and guidelines established in accordance with section 1.4.1.1 of this exhibit. Client retains complete and exclusive discretionary authority over approval of prior authorization requests, including Benefit Plan overrides; however, to the extent that Client overrides impact Administrator's compensation, cost to provide Services, or ability to satisfy a guarantee under this agreement, this will be a Service Change and Administrator may adjust the rates, fees or guarantees in **Exhibit C** in accordance with section 1.3 of the agreement.

1.4.2 Client Prior Authorization and Overrides. If Client chooses to perform prior authorizations or benefit overrides, then Administrator will provide Client access to the information in Administrator's computer systems that Client needs to perform these functions.

1.4.3 Quality Assurance Program. Administrator will establish a quality assurance program for the Benefit Plans that includes quality measures and reporting systems targeted at reducing medical errors and adverse drug interactions. Administrator will assist in implementing Client's quality assurance and patient safety programs. Administrator will perform activities to support Client's quality assurance requirements under applicable Laws and Regulations. In addition, Administrator will develop and implement systems or

require Network Pharmacies to implement systems to: (a) offer Member counseling, when appropriate; (b) identify and reduce internal medication errors; and (c) maintain up-to-date Member quality assurance and patient safety program information. Upon Client's request, Administrator will communicate Client's quality assurance standards and programs to Governmental Authorities in the manner prescribed by applicable Laws and Regulations.

1.4.4 Targeted Disease Intervention Program. Upon Client's request and for an additional charge to Client, Administrator will help Client develop and operate a targeted disease intervention program for the Benefit Plans that is designed to promote appropriate use of medications and improve therapeutic outcomes for targeted Members. Administrator, on Client's behalf, will coordinate and implement the targeted disease intervention program. Also, upon Client's request and at an additional cost to Client, Administrator will communicate with Members about the targeted disease intervention program through Client-approved information and outreach materials. Notwithstanding anything in this Section 1.4.4, Administrator will not charge Client for any services provided to Client or Members related to Members' participation in Client's diabetic and hypertension coaching program.

1.4.5 Other Clinical Services. Upon Client's request and for an additional charge to Client, Administrator will help Client develop and implement additional quality initiatives, intervention programs or other clinical services.

1.5 Formulary

1.5.1 Formulary Adoption. Client will adopt as the Formulary one or more of Administrator's formularies that are developed and maintained by Administrator's formulary advisory committee, as described in section 1.5.4 of this exhibit.

1.5.2 Formulary Management. Administrator will provide Client copies of the Formulary to distribute to plan providers and other appropriate parties semi-annually. Except as provided in this agreement, Client will not copy, distribute, sell or otherwise provide Administrator's formularies, including the Formulary, to another party without Administrator's prior written approval.

1.5.3 Formulary Changes. Administrator will include in the Formulary new FDA-approved medications as required by the Pharmacy Plan Specifications according to the following schedule: (a) if an open formulary, per the Pharmacy Plan Specifications, all new covered FDA-approved medications (formulary and non-formulary) will be included in the Formulary upon publication in the Medi-Span pricing index and loading into Administrator's systems or (b) if a closed formulary, per the Pharmacy Plan Specifications, all new covered FDA-approved medications (formulary only) will be included in the Formulary after review and addition to the Formulary by Administrator's formulary advisory committee. Following changes to the Formulary, Administrator, at Client's request, will provide or make available appropriate notifications of Formulary changes to Client, Members, prescribing physicians, Network Pharmacies and state pharmaceutical assistance programs as required by applicable Laws and Regulations and agreed to by the parties. If Client makes any change to its Formulary, not initiated by Administrator, or Benefit Plan, or adopts any formulary or utilization management program other than one of the options offered by Administrator under its formulary or utilization management programs, Administrator may adjust the rates, fees or guarantees in **Exhibit C**, effective the date of the change.

1.5.4 Formulary Advisory Committee. Administrator's formulary advisory committee will develop and maintain Administrator's formularies by: (a) selecting Prescription Drugs to include in Administrator's formularies based upon objective evaluation of the therapeutic merits, safety and cost of the Prescription Drug; (b) periodically revisiting Administrator's

formularies, evaluating new and therapeutically equivalent Prescription Drugs for inclusion in the formularies; (c) establishing programs and procedures to address cost-effective drug therapy; (d) reviewing requests to include non-formulary Prescription Drugs in Administrator's formularies; (e) implementing client educational programs; (f) advising Administrator on other matters about the use of Prescription Drugs; (g) overseeing client drug utilization review programs or quality assurance programs or auditing and reviewing the programs' results; and (h) reviewing adverse drug reactions and making recommendations to minimize their occurrence. Administrator's formulary advisory committee's functions, deliberations and results, including development and maintenance of Administrator's formulary, constitute opinions only of Administrator's formulary advisory committee and will not bind Administrator.

- 1.5.5 No Endorsement. Administrator's development and maintenance of its formularies will not be construed as an endorsement of any prescription drug product or drug manufacturer. Administrator will not be responsible for any actions or omissions of its formulary advisory committee or any adverse consequences that may relate, directly or indirectly, to Client's or a Member's reliance on Administrator's formulary advisory committee.

1.6 **Rebate Management**

- 1.6.1 Rebate Eligibility. Client will have a claim against Administrator for a Rebate if: (a) Exhibit C specifies that Client will be eligible for Rebates; (b) Client satisfies the minimum Rebate contract criteria and has included the Drug Manufacturer's Prescription Drug on its Formulary; and (c) Administrator has received Rebates resulting directly from Client's satisfaction of the foregoing clause (b). Administrator, in its sole and absolute discretion, may enter into Rebate Agreements with Drug Manufacturers that have Prescription Drugs on Administrator's or its clients' formulary. Many factors affect the amount of Rebates, including benefit design, arrangements with Drug Manufacturers, volume of Prescription Claims, formulary structure and Administrator's overall business strategy. Claims that will not be submitted to Drug Manufacturers for Rebates include Prescription Claims: (a) with invalid service provider identification or prescription numbers; (b) where, after meeting the deductible, the Member's Cost-Sharing Amount under the applicable Benefit Plan requires the Member to pay more than 50% of the Prescription Claim; (c) that are manufacturer negotiated fee products not listed on Client's Formulary for devices without a Prescription Drug component; (d) that are re-packaged NDCs; (e) from 340B pharmacies or other entities eligible for federal supply schedule prices (e.g., Department of Veterans Affairs, U.S. Public Health Service, Department of Defense); or (f) that are not for Prescription Drugs (except for insulin or diabetic supplies).

- 1.6.2 Rebate Guarantees. Except for any Rebate guarantees described in **Exhibit C**, Administrator has no obligation to obtain any particular amount of Rebates for Client. Rebate guarantees are subject to Client's eligibility for Rebates and the Rebate guarantee contingencies described in this section 1.6 and **Exhibit C**.

- 1.6.3 Collection. Administrator will use commercially reasonable efforts to collect Rebates. Administrator will not be responsible for any non-payments or partial payments by Drug Manufacturers of amounts owing under a Rebate Agreement. Adjustments to Rebates or Rebate guarantees may result from patent expirations or Client changes to Formulary or Benefit Plan design effective the date the expiration or change occurs. To the extent of any overpayment or erroneous payment to Client by Administrator, Client will refund immediately the payment or Administrator may recoup the payment from other sums due Client in accordance with section 3.5 of this agreement. Administrator may dispute any overpayment or erroneous payment to Client no later than 180 days after the payment date, except for Rebate repayments resulting from Drug Manufacturer audits.

1.6.4 **Disbursement.** Provided there is no payment default under section 2.2.2 of this agreement, Administrator will disburse, apply and allocate all applicable estimated or actual amounts earned on account of Rebates received by Administrator from Drug Manufacturers based upon the provisions set forth in this exhibit. Administrator will pay Client all Rebates within 90 days after the close of each calendar quarter based on cash received and applied during the quarter. Administrator shall reconcile within 180 days after each calendar year. Administrator will pay Client all Rebates collected within 24 months after termination of this agreement.

1.7 **Client Incentives and Purchase Discounts.** If Client, or its Affiliate or agents, contracts with another party, including a Drug Manufacturer, for a discount, utilization limit, rebate or other incentive associated with the utilization of a Prescription Drug, Client will be in material breach of this agreement, and Administrator, in addition to any other remedies available to it under this agreement, may determine in its sole discretion that Client will not be eligible for any applicable Rebates or ASP Guarantees (as defined in **Exhibit C**) under this agreement and adjust or eliminate any guarantees, including Rebate guarantees or ASP Guarantees, described in **Exhibit C**. Client will accept only amounts due under this agreement on account of eligible and legitimate Members. Upon request, Client will cooperate fully with Administrator or a Drug Manufacturer to verify Client's participation in any Rebate program and that all Rebate-related payments were made solely for Covered Prescription Services to eligible and legitimate Members. Administrator, in its capacity as a Mail Order Pharmacy or a Specialty Pharmacy, purchases Prescription Drugs from Drug Manufacturers and receives certain discounts and purchase rebates from Drug Manufacturers in connection with these purchases. Administrator retains these discounts and purchase rebates and does not pass them on to Client.

1.8 **E-Prescribing.** Upon Client's request and at an additional charge to Client, Administrator will provide prescribers with electronic access to Member Benefit Plan information, including: (a) Member eligibility status; (b) Member medication history; (c) Formulary status of the Prescription Drug being prescribed; (d) listing of Generic Drug or Brand Name Formulary alternative medications; (e) Member coverage information where applicable; (f) applicable Cost-Sharing Amount; and (g) drug classification information required by the Centers for Medicare & Medicaid Services or successor Governmental Authority.

2. MAIL ORDER PHARMACY SERVICES

2.1 **Mail Order Services.** Administrator, in its capacity as a Mail Order Pharmacy, will provide Client with Mail Order Pharmacy Covered Prescription Services to Members in accordance with the Pharmacy Plan Specifications for the Prescription Drug Compensation established in **Exhibit C**. Once a prescription for a Covered Prescription Service has been transmitted to Administrator, in its capacity as Mail Order Pharmacy, Administrator will promptly prepare, package and ship the applicable Covered Prescription Service to the Member or other authorized person or entity. Administrator will provide customer service support for Members who use Mail Order Pharmacy Services. Upon request, Administrator will make available to Client mail service brochures for distribution to Members.

2.2 **Standards and Professional Judgment.** Administrator's Mail Order Pharmacies will be duly licensed under applicable Laws and Regulations of the state of the pharmacies' geographic locations and any other jurisdiction as necessary to furnish Covered Prescription Services to Members. Administrator will comply with all Laws and Regulations promulgated by the Board of Pharmacies that apply to the Administrator Mail Order Pharmacies. Administrator will notify promptly Client if the required licensure of Administrator's Mail Order Pharmacies is lost, suspended, limited or conditioned. Duly licensed personnel will provide all Covered Prescription Services at the Mail Order Pharmacies in accordance with applicable Laws and Regulations and generally accepted standards of practice in the local community of pharmacists. Each Mail Order Pharmacy must use independent professional judgment when dispensing Covered

Prescription Services and may refuse to dispense any Prescription Drug based upon the pharmacist's professional judgment.

- 2.3 **Control of Administrator.** Administrator will solely and exclusively control and supervise the operation and maintenance of Administrator's Mail Order Pharmacies and their respective facilities and equipment and provision of Covered Prescription Services. All decisions respecting the provision of Covered Prescription Services by Administrator's Mail Order Pharmacies will be made solely by Administrator and its duly authorized personnel, and not by Client. The relationship between a Member and a Mail Order Pharmacy will be subject to the rules, limitations and privileges incident to the pharmacist-patient relationship. Administrator may exclude from coverage under this agreement a Prescription Drug that cannot be dispensed in accordance with Administrator's mail order pharmacy dispensing protocols or requires special record-keeping procedures.
- 2.4 **Mail Order Rates.** Prices stated for Prescription Drugs dispensed by the Mail Order Pharmacy are based on the average days supply specified in **Exhibit C**. Mail Order Pharmacy Prescription Drugs dispensed in smaller amounts will be compensated at the retail pharmacy compensation rates stated in **Exhibit C**. Specialty Drugs are not available at mail order rates, even if dispensed by a Mail Order Pharmacy. If Client requests or requires expedited or alternative shipping methods other than Administrator's standard method, Client will be solely responsible for those costs. If USPS rates increase, Administrator may pass these cost increases on to Client.

3. SPECIALTY PHARMACY SERVICES

- 3.1 **Specialty Services.** Administrator, in its capacity as a Specialty Pharmacy, will provide Client with Exclusive Specialty Drug Covered Prescription Services to Members as specified in **Exhibit C**. Client will receive the Specialty Drugs specified in **Exhibit C** as a Covered Prescription Service exclusively from Administrator's Specialty Pharmacy and not from any other retail, mail, specialty or other pharmacy, including a Network Pharmacy.

3.2 Addition of Newly Acquired or Approved Specialty Drugs

- 3.2.1 From the date a newly acquired or approved Specialty Drug ("**New Specialty Drug**") becomes available until Client rejects the New Specialty Drug as specified in section 3.2.2 of this exhibit, Client authorizes and directs Administrator to make the New Specialty Drug available to Members as part of the Specialty Drug Covered Prescription Services and during this period will compensate Administrator for the New Specialty Drug at the rate specified in **Exhibit C**. Administrator will not be required to make available to Client or Members a New Specialty Drug that has limited distribution or market access, such as a New Specialty Drug with one distributor or manufacturer.
- 3.2.2 On a periodic basis, Administrator will review the Specialty Drugs listed in **Exhibit C** and notify Client of the name and price of any New Specialty Drugs to be added to this list of Specialty Drugs. From the date of Client's receipt of this notice, Client will have 30 days to provide Administrator with notice of rejection of additions to the Specialty Drugs listed in **Exhibit C**.
- 3.2.3 No later than 45 days after Administrator's receipt of Client's notice of rejection of New Specialty Drugs, Administrator will remove the New Specialty Drugs to **Exhibit C** and dispense the New Specialty Drugs to Members at the pricing specified in Administrator's notice. If Client does not notify Administrator of its rejection of the New Specialty Drugs, Administrator will continue to include the New Specialty Drugs as a Specialty Drug made available to Members.

3.2.4 If Client requests that a Prescription Drug be handled as a Covered Prescription Service, but does not want Administrator to handle the Prescription Drug as a Specialty Drug, the parties will consider the request a Service Change and follow the procedures in section 1.3 of this agreement.

3.3 **Standards and Professional Judgment.** Administrator's Specialty Pharmacies will be duly licensed under applicable Laws and Regulations of the state of the pharmacies' geographic locations and any other jurisdiction as necessary to furnish Covered Prescription Services to Members. Administrator will comply with all Laws and Regulations promulgated by the boards of pharmacies that apply to the Administrator's Specialty Pharmacies. Administrator will notify promptly Client if the required licensure of Administrator's Specialty Pharmacies is lost, suspended, limited or conditioned. Duly licensed personnel will provide all Covered Prescription Services at the Specialty Pharmacies in accordance with applicable Laws and Regulations and generally accepted standards of practice in the local community of pharmacists. Each Specialty Pharmacy must use independent professional judgment when dispensing Covered Prescription Services and may refuse to dispense any Prescription Drug based upon the pharmacist's professional judgment.

3.4 **Control of Administrator.** Administrator will solely and exclusively control and supervise the operation and maintenance of Administrator's Specialty Pharmacies and their respective facilities and equipment and provision of Covered Prescription Services. All decisions respecting the provision of Covered Prescription Services by Administrator's Specialty Pharmacies will be made solely by Administrator and its duly authorized personnel, and not by Client. The relationship between a Member and a Specialty Pharmacy will be subject to the rules, limitations and privileges incident to the pharmacist-patient relationship.

4. **MEDICARE PART D RETIREMENT DRUG SUBSIDY ("RDS") SERVICES**

4.1. **Administrator's Responsibilities.** Administrator will provide Client with RDS Services as follows:

4.1.1. Administrator will provide Client's monthly data files to Client for Client's submission to Centers for Medicare and Medicaid Services ("**CMS**") in support of Client's claims for federal subsidy payments pursuant to 42 U.S.C. § 1395w-132. Administrator will upload all files and data to CMS through the CMS RDS computer system.

4.1.2. Administrator will, upon request, provide Client with standard reports that meet CMS requirements.

4.1.3. Administrator will submit to Client costs data that reflects any discounts, chargebacks, rebates, and other price concessions given by the manufacturer or pharmacy in the aggregate that are attributable to gross retiree costs between the cost threshold and cost limit as required by CMS.

4.1.4. Administrator is bound by all applicable federal Laws and Regulations, guidance and authorities pertaining to claims and debt collections.

4.1.5. Administrator will maintain the records for Client's RDS Program for six years after the expiration of Client's plan year in which the costs were incurred. CMS or the Office of Inspector General, or their designees, will be provided access to such records upon request.

4.1.6. Administrator agrees that Client's Medicare Drug Plan Members are afforded protection from liability for payment of fees that are Administrator's obligation in accordance with 42 CFR § 423.505(g).

4.2. Client Responsibilities. Client will be responsible for the following obligations in connection with Administrator providing Client with RDS Services:

- 4.2.1. Client will pay administration fees as listed on RDS Compensation Exhibit for Services associated with Client's claims for federal subsidy payments pursuant to 42 USC § 1395w-132.
- 4.2.2. Client will complete and submit any required updates, revisions, or changes to the application to CMS for approval of subsidy payments pursuant to 42 USC § 1395w-132.
- 4.2.3. Client will upload all files and data to CMS through the CMS RDS computer system.
- 4.2.4. Client will upload Member eligibility information and data to CMS. Client will provide Administrator with the final eligibility file generated by CMS.
- 4.2.5. Client will create and distribute Creditable Coverage statements to Members.
- 4.2.6. Client will submit information in compliance with the requirements that govern payments set forth in 42 C.F.R. § 423.888.
- 4.2.7. Client will, at all times, be in compliance with all requirements for continued approval of the federal subsidy program for prescription drug benefits to its Medicare-eligible Members for whom subsidy payments are received from CMS and all Laws and Regulations related to its subsidized pharmacy benefit program.

4.3. Additional RDS Provisions

- 4.3.1. Business Integrity. Administrator will be bound by the provisions set forth at 45 CFR Part 76. In addition to the foregoing, Administrator represents and warrants that neither Administrator nor any personnel furnishing Prescription Drug Services to Medicare Drug Plan Members have been or will be (a) listed as debarred, excluded or otherwise ineligible for participation in federal health care programs or (b) convicted of a criminal felony. If at any time Administrator becomes aware of any violation of this representation and warranty, Administrator will notify Client in writing immediately. If Administrator becomes debarred or ineligible then Client may terminate this agreement immediately upon notice to Administrator without liability to Client or take such other corrective or remedial action as warranted under the circumstances.
- 4.3.2. Federal Policies; Flow Down Provisions. Because Administrator is furnishing Prescription Drug Services to Medicare Drug Plan Members that are the subject of a contract between Client and CMS, the following obligations are imposed upon Administrator with which Administrator will comply: Title VI of the Civil Rights Act of 1964, as amended (42 USC § 2000d et seq.); Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 USC §§ 793 and 794); Title IX of the Education Amendments of 1972, as amended (20 USC § 1681 et seq.); Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended (41 USC § 9849); the Americans with Disabilities Act (42 USC § 12101 et seq.); and the Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.); the Vietnam Era Veterans Readjustment Assistant Act (38 USC § 4212); together with all applicable implementing regulations, rules, guidelines and standards as from time-to-time are promulgated thereunder by applicable Governmental Authorities.
- 4.3.3. Nondiscrimination. The Prescription Drug Services furnished to Medicare Drug Plan Members will be rendered without regard to health status, race, religion, color, creed, national origin, ancestry, religion, physical handicap, medical condition (including HIV status), mental status, age (except as provided by law), marital status, sex, sexual orientation or gender identity. In addition, Administrator will not unlawfully discriminate

against any employee or applicant for employment because of race, religion, color, creed, national origin, ancestry, religion, physical handicap, medical condition (including HIV status), mental status, age, marital status, sex, sexual orientation or gender identity. The evaluation and treatment of Administrator employees and applicants for employment are, and will be, free from this unlawful discrimination. Administrator will comply with all Laws and Regulations relating to equal and fair employment.

4.3.4. Equal Opportunity Employer. As an equal opportunity employer, Administrator will abide by all applicable provisions of Executive Order 11246, as amended (Equal Opportunity/Affirmative Action), 38 USC § 4212, as amended, (Vietnam Era Veterans Readjustment Act), and Section 503 of the Rehabilitation Act of 1973, as amended (Handicapped Regulations), together with the implementing regulations (found at 41 CFR §§ 60-1, & 60-2, 41 CFR § 60-250, and 41 CFR § 60-741, respectively), rules guidelines and standards, as from time-to-time are promulgated thereunder by applicable Governmental Authorities and which are incorporated by reference into this agreement.

4.3.5. Other Laws and Regulations. Administrator will comply with (a) applicable federal Laws and Regulations designed to prevent fraud, waste and abuse, including but not limited to applicable provisions of Federal criminal law, the False Claims Act (31 USC §§ 3729 et seq.), and the anti-kickback provision of section 1128B of the Social Security Act; (b) applicable HIPAA Administrative Simplification Security and Privacy rules at 45 CFR parts 160, 162, and 164; and (c) all other applicable federal Laws and Regulations. ”

EXHIBIT C
COMPENSATION

Price Summary OPTUMRX™

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The following administrative fees and rates are exclusive to City of Cincinnati and are based upon provided information and an estimated 13,997 Active, or 6,138 Retiree, or a combined total of 20,135 Active and Retiree eligible members or greater. Rates and fees are effective upon the implementation of services on 01/01/2014. This summary represents our Pass-Through Pricing model. All rates and fees are guaranteed and subject to the applicable terms in this cost proposal unless stated as otherwise.

Retail Network

Discounts and Dispensing Fees

- Access to over 65,000 pharmacies nationwide
- Rates exclude compound and DMR claims

	Active	Retiree	Active + Retiree
Brand:	2014: AWP-14.7%	2014: AWP-14.7%	2014: AWP-14.7%
	2015: AWP-15.3%	2015: AWP-15.3%	2015: AWP-15.3%
	2016: AWP-15.7%	2016: AWP-15.7%	2016: AWP-15.7%
	\$1.39 DF	\$1.37 DF	\$1.38 DF
Generic:	MAC	MAC	MAC
	\$1.41 Dispensing Fee	\$1.39 Dispensing Fee	\$1.40 Dispensing Fee
	Aggregate average minimum discount off AWP for MAC & non-MAC generics:		
	2014 AWP -75.3%	AWP -78.4%	AWP -79.7%
	2015 AWP -77.0%	AWP -80.2%	AWP -81.4%
	2016 AWP -77.2%	AWP -80.4%	AWP -81.7%

OptumRx Mail Service

Discounts and Dispensing Fees

- Postage included
- Rates may vary for claims not covered under pharmacy benefit
- Mail discounts and dispensing fees exclude specialty and certain non-specialty injectable products

	Active	Retiree	Active + Retiree
Brand:	AWP -22.0%	AWP -22.5%	AWP -23.0%
	\$0.00 Dispensing Fee	\$0.00 Dispensing Fee	\$0.00 Dispensing Fee
	Generic:	MAC	MAC
\$0.00 Dispensing Fee		\$0.00 Dispensing Fee	\$0.00 Dispensing Fee
Aggregate average minimum discount off AWP for MAC & non-MAC generics:			
	2014 AWP -80.4%	AWP -80.4%	AWP -82.7%
	2015 AWP -81.1%	AWP -82.2%	AWP -83.4%
	2016 AWP -81.2%	AWP -82.4%	AWP -83.7%

Price Summary OPTUMRx™

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OptumRx Specialty Pharmacy				
Discounts and Dispensing Fees		Active	Retiree	Active + Retiree
	<ul style="list-style-type: none"> Postage included Rates for these products dispensed from from OptumRx's mail pharmacies are listed in the specialty exhibit 	Brand:	AWP -15.5% \$0.00 Dispensing Fee	AWP -16.0% \$0.00 Dispensing Fee

Rebate Management				
Rebate guarantees are contingent upon the following terms:		Active	Retiree	Active + Retiree
	<ul style="list-style-type: none"> City of Cincinnati's adoption of OptumRx's formulary, formulary management, and utilization management OptumRx's collection and distribution of funds received Rebate ineligible paid claims such as those from 340B pharmacies or entities eligible for federal supply schedule prices (e.g., Dept. of Veterans Affairs, US Public Health Service, Dept. of Defense) are excluded from rebate guarantees A minimum of \$10 difference in copayment or 10% difference in coinsurance between preferred and non-preferred branded drugs Rebates may not include Prescription Claims that require the Members to pay more than 50% of the total annual cost for all Prescription Claims under the applicable Benefit Plan Any deviations to the Administrator's Formulary and Utilization Management that adversely impacts rebates will result in a proportional adjustment to the corresponding rebate guarantees Unrestricted access to 90 days supply scripts in retail 	Retail: (with Specialty)	100% Pass-Through Minimum Guarantee: 2014 \$28.53 / Brand Claim 2015 \$32.21 / Brand Claim 2016 \$32.63 / Brand Claim	100% Pass-Through Minimum Guarantee: 2014 \$27.21 / Brand Claim 2015 \$30.40 / Brand Claim 2016 \$29.03 / Brand Claim
Mail: (Non-Specialty)		100% Pass-Through Minimum Guarantee: 2014 \$84.95 / Brand Claim 2015 \$93.66 / Brand Claim 2016 \$87.80 / Brand Claim	100% Pass-Through Minimum Guarantee: 2014 \$87.24 / Brand Claim 2015 \$96.35 / Brand Claim 2016 \$89.46 / Brand Claim	100% Pass-Through Minimum Guarantee: 2014 \$86.54 / Brand Claim 2015 \$95.57 / Brand Claim 2016 \$88.91 / Brand Claim
Mail Specialty:		100% Pass-Through Minimum Guarantee: 2014 \$505.13 / Brand Claim 2015 \$666.27 / Brand Claim 2016 \$667.31 / Brand Claim	100% Pass-Through Minimum Guarantee: 2014 \$315.96 / Brand Claim 2015 \$456.04 / Brand Claim 2016 \$431.37 / Brand Claim	100% Pass-Through Minimum Guarantee: 2014 \$409.75 / Brand Claim 2015 \$558.10 / Brand Claim 2016 \$545.80 / Brand Claim

Price Summary OPTUMRX™

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Standard Services	Active	Retiree	Active + Retiree
<p>Dedicated Implementation and Client Management Team</p> <ul style="list-style-type: none"> • Client Manager • Project Manager • Client Service Representative • Pharmacist • Business Analyst <p>Help Desks – Toll-free access for members, physicians, and pharmacies</p> <p>DUR and System Edits – Standard Concurrent DUR and flexible plan designs</p> <p>Communication Materials - Welcome Package and standard ID cards</p> <p>Internet Direct Access</p> <ul style="list-style-type: none"> • Real time access to claims and eligibility system • Accounts set up for up to two users <p>Real-Time Audit – Filters 100% of claims before payment—outliers sent to audit team</p> <p>Eligibility Maintenance – Via FTP or encrypted e-mail</p> <p>Website Access – www.optumrx.com</p> <p>Safety Notifications for Providers and/or Members (e.g., drug recalls)</p> <p>Standard Reporting Package – Integrated retail and mail claim data</p> <p>Online Reporting Tool - Software, training and maintenance costs for up to two users</p>	<p>\$1.50 per Paid Claim</p>	<p>\$1.50 per Paid Claim</p>	<p>\$0.95 per Paid Claim</p>

Price Summary OPTUMRx™

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Clinical Programs	
Bundled Clinical Programs <ul style="list-style-type: none"> Programs Include: DIAP, Geriatric Monitor, Narcotic, and PolyPharmacy 	\$0.02 PMPM for Bundle of 4 Programs
Generic Strategy Program	\$0.05 PMPM
Condition Specific Bundle <ul style="list-style-type: none"> Programs Includes: Statin Initiative, Asthma Program and Migraine Prophylaxis 	\$0.05 PMPM per Bundle of 3 Programs or \$0.02 PMPM for each Program selected Individually
Adherence Program <ul style="list-style-type: none"> Increases medication adherence rates in a number of chronic and high-impact disease states 	\$0.02 PMPM
Other Standard Programs	\$0.02 - \$0.05 PMPM per Program selected
Health, Wellness, and Disease Education provided through www.optumrx.com	Included
Customized Clinical Programs	Quoted Separately Upon Request. Client claims data required for custom analysis and presentation.
Clinical Prior Authorization <ul style="list-style-type: none"> Overrides requiring clinical intervention or evaluation 	\$30 per Authorization
Physician Reviewed Prior Authorization	\$225 per Authorization
Clinical Appeals Services	\$550 per Level
Administrative Appeals Services	\$180 per Level
Additional Services	
Custom Programming/Report Generation <ul style="list-style-type: none"> Minimum \$500.00 	\$150 per Hour
E-Prescribing	Included
Non-Standard or Manual Eligibility Maintenance	\$1.50 per Member
Direct Member Reimbursement (DMR) <ul style="list-style-type: none"> Entered by OptumRx, includes creation and mailing of letters for denied claims, in accordance with state or federal requirements 	\$4.50 per claim + Postage
Credits and Allowances	
Implementation Allowance <ul style="list-style-type: none"> Based upon documented actual out of pocket implementation costs incurred by Plan 	Up to \$4.00 Credit per Transitioned Member
Pre-implementation Audit Allowance <ul style="list-style-type: none"> Based upon documented actual out of pocket costs incurred by Plan 	Up to \$30,000 for Audit Up to \$3,000 for Travel

Price Summary OPTUMRX™

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Pricing Terms

- OptumRx reserves the right to renegotiate in good faith rates, fees, and guarantees if membership, utilization, market conditions or legislation varies materially from the time this quote was provided
- All rates and fees are contingent upon the selection of OptumRx as the exclusive mail provider, and a similar benefit design as applicable to the historical data provided for the purpose of this cost proposal that includes an exclusive Specialty arrangement. All rates and fees are subject to change otherwise
- The rates, fees or guarantees provided to City of Cincinnati for this cost proposal were based on a set of assumptions used by OptumRx ("Administrator") from the data and other pertinent information provided by City of Cincinnati to Administrator. In the event that the data/information is deficient or inaccurate, resulting in a material change to the relative economics of Administrator or City of Cincinnati, some of the rates, fees or guarantees may no longer apply. If such an event were to occur, Administrator will make every attempt to negotiate with City of Cincinnati in good faith to arrive at a solution that is mutually acceptable to both parties involved
- Any reduction in rebates earned by OptumRx as a result of changes to formulary, days supply, and/or benefit design not initiated or approved by OptumRx may result in adjustments to rebate payments or guarantees effective concurrently with such occurrences
- Rebate guarantees and generic AWP discounts may be adjusted proportional to the impact of unexpected releases of generic products to market, or the withdrawal/recall of existing branded products
- Mail discounts and dispensing fees exclude specialty and certain non-specialty injectable products. Rates for these products dispensed from OptumRx's mail pharmacies are listed in the specialty exhibit
- Mail Service rates are based on an average days supply of 84 or greater for all claims with the exception of all specialty and certain specialty injectable drugs as listed in the specialty exhibit provided

Specialty Pharmacy Price Summary

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The rates and terms quoted in this price summary and attached Specialty Pharmacy Pricing Schedule are subject to the accuracy and completeness of the information provided by Client, including the minimum number of Members, and the parties entering into a definitive agreement for the provision of pharmacy benefit management services by the Implementation Date.

Date:	6/20/2013
Client:	City of Cincinnati
Members:	20,135
Implementation Date:	1/1/2014

Drug Pricing • OptumRx dispenses all drug label names on the pricing schedule provided. A comprehensive list of NDCs can be provided upon request.	See attached Specialty Pharmacy Pricing Schedule
Specialty Drugs may include: • Ancillary supplies • Needles • Syringes • Sharp containers	Included at no extra charge
Value Added Services • Monthly Member contact by patient care coordinators • Access to pharmacist around the clock • Distribution of medications to place of choice within the U.S. and its territories • Refill reminder program • Patient assistance programs	Included at no extra charge
Clinical Management Program • Programs include Multiple Sclerosis, Inflammatory Conditions, Transplant, Oral Oncology, HIV/Aids, Hepatitis C, Hemophilia • Member customized care plans • Continuity of care with minimal clinician changes for Members • Personal one-on-one Member phone assessment/reassessment consultation	Included at no extra charge

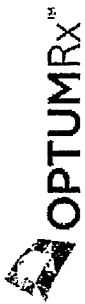
Specialty Pharmacy Price Summary

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Utilization Management <ul style="list-style-type: none"> • Prior authorization or case review <ul style="list-style-type: none"> -Review requests for Specialty Drugs to meet Client's utilization management program (including step therapy) and request additional information if needed -Accept Specialty Drug authorization by phone or fax -Verify Member eligibility -Mail denial letters to Members and providers as required by applicable Laws and Regulations 	<p>\$55 per case</p>
<ul style="list-style-type: none"> • Physician review of submitted documentation, if needed, as required by applicable Laws and Regulations 	<p>\$390 per physician reviewed case</p>
<ul style="list-style-type: none"> • Dose optimization/waste avoidance 	<p>Included at no extra charge</p>
Compliance Management <ul style="list-style-type: none"> • Refill reminder process with three calls to Members starting five days before refill • Notify providers for non-compliance management 	<p>Included at no extra charge</p>
Fulfillment Process <ul style="list-style-type: none"> • Shipping to location of choice within the U.S. and its territories • Monitoring and tracking shipping process • Postage 	<p>Included at no extra charge</p>
Standard Reports <ul style="list-style-type: none"> • Prior authorization / return on investment savings analysis • Member adherence by percent compliance • Annual report • Quarterly utilization reports 	<p>Included at no extra charge</p>
Online Reporting Tool <ul style="list-style-type: none"> • Software and training for up to three users 	<p>Included at no extra charge</p>
<ul style="list-style-type: none"> • Client-requested custom system or reporting configurations 	<p>\$150 per hour</p>



Specialty Pharmacy Pricing Schedule
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OptumRx has available in its Specialty Pharmacies the listed Specialty Drugs regardless of package size or NDC. A comprehensive list of NDCs can be provided upon request. Products listed below that are not available to be dispensed directly by OptumRx will be dispensed through a third party vendor at the specified rates. The rates and terms quoted in this price summary and attached Specialty Pharmacy Pricing Schedule are subject to the accuracy and completeness of the information provided by Client, including the minimum number of Members, and the parties entering into a definitive agreement for the provision of pharmacy benefit management services by the Implementation Date.

Date: 6/20/2013
Client: City of Cincinnati
Members: 20,135
Implementation Date: 01/01/2014
Specialty Service: Exclusive Specialty Pharmacy Program

Drug Name (NDC)	Drug Class	Brand Name	Specialty Name	Specialty Description	Current Price (per Unit)	Specialty Price (per Unit)	Specialty Savings (%)	Specialty Savings (\$)	Specialty Savings (per Member)
ILARIS INJ 100MG	Analgesic & Anesthetic Agents	ILARIS		CANAKINUMAB FOR INJ 100 MG	64160020002120	\$0.00	-16.0%	\$0.00	N
KRYSTEXXA INJ 8MG/ML	Analgesic & Anesthetic Agents	KRYSTEXXA		PEGLOTICASE INJ 8 MG/ML FOR IV INFUSION	69000050002020	\$0.00	-16.0%	\$0.00	N
PRIALT INJ 100MG	Analgesic & Anesthetic Agents	PRIALT		ZICONOTIDE ACETATE INTRATHECAL INJ 100 MCG/ML	64154001002020	\$0.00	-13.5%	\$0.00	Y
PRIALT INJ 25MCG/ML	Analgesic & Anesthetic Agents	PRIALT		ZICONOTIDE ACETATE INTRATHECAL INJ 500 MCG/20ML (25 MCG/ML)	64154001020010	\$0.00	-13.5%	\$0.00	Y
PRIALT INJ 500MG	Analgesic & Anesthetic Agents	PRIALT		ZICONOTIDE ACETATE INTRATHECAL INJ 500 MCG/50ML	64154001020030	\$0.00	-13.5%	\$0.00	Y
TESTOPEL MIS PELLETS	Androgen	TESTOPEL		TESTOSTERONE IMPLANT PELLETS 75 MG	231000300008820	\$0.00	-15.0%	\$0.00	Y
XOLAIR SOL 150MG	Antiasthmatic & Monoclonal Antibodies	XOLAIR		OMALIZUMAB FOR INJ 150 MG	44600000002120	\$0.00	-11.0%	\$0.00	Y
CAYSTON INH 75MG	Antibiotic	CAYSTON		AZTREONAM LYSINE FOR INHAL SOLN 75 MG (BASE EQUIVALENT)	16000005402120	\$0.00	-17.0%	\$0.00	Y
TOBI NEB 300MG/ML	Antibiotic	TOBI		TOBRAMYCIN NEBU SOLN 300 MCG/ML	070000070002520	\$0.00	-16.5%	\$0.00	Y
FRAGMIN INJ 100000ML	Anticoagulants	FRAGMIN		DALTEPARIN SODIUM INJ 10000 UNIT/ML	831010102055	\$0.00	-15.0%	\$0.00	N
FRAGMIN INJ 125000ML	Anticoagulants	FRAGMIN		DALTEPARIN SODIUM INJ 12500 UNIT/0.5ML	831010102055	\$0.00	-15.0%	\$0.00	N
FRAGMIN INJ 150000ML	Anticoagulants	FRAGMIN		DALTEPARIN SODIUM INJ 15000 UNIT/0.3ML	831010102055	\$0.00	-15.0%	\$0.00	N
FRAGMIN INJ 180000ML	Anticoagulants	FRAGMIN		DALTEPARIN SODIUM INJ 18000 UNIT/0.2ML	831010102055	\$0.00	-15.0%	\$0.00	N
FRAGMIN INJ 250000ML	Anticoagulants	FRAGMIN		DALTEPARIN SODIUM INJ 25000 UNIT/0.2ML	831010102055	\$0.00	-15.0%	\$0.00	N
FRAGMIN INJ 500000.2	Anticoagulants	FRAGMIN		DALTEPARIN SODIUM INJ 50000 UNIT/0.2ML	831010102055	\$0.00	-15.0%	\$0.00	N
FRAGMIN INJ 500000.3	Anticoagulants	FRAGMIN		DALTEPARIN SODIUM INJ 50000 UNIT/0.3ML	831010102055	\$0.00	-15.0%	\$0.00	N
SABRIL POW 500MG	Anticonvulsant	SABRIL		ZINCACETATE POWD PACK 500 MG	721700050000020	\$0.00	-16.5%	\$0.00	N
SABRIL TAB 500MG	Anticonvulsant	SABRIL		ZINCACETATE TAB 500 MG	721700050000020	\$0.00	-16.5%	\$0.00	N
VORAXAZE INJ 1000UNIT	Anticancer	VORAXAZE		APRATINIB FOR INJ 1000 UNIT	21755003000120	\$0.00	-15.0%	\$0.00	N
VORAXAZE INJ 500MG	Anticancer	VORAXAZE		APRATINIB FOR INJ EXTENDED RELEASE SUSP 300 MG	53400030001920	\$0.00	-8.5%	\$0.00	Y
EMEND SOL 150MG	Antiemetic	EMEND		FOSAPRENTANT DIMESLANINE FOR IV INFUSION 150 MG (BASE EQ)	50200035102150	\$0.00	-5.0%	\$0.00	Y
GRANISETRON INJ 0.1MG/ML	Antiemetic	GRANISETRON		GRANISETRON HCL INJ 0.1 MCG/ML	50200035102001	\$0.00	-45.0%	\$0.00	Y
GRANISETRON INJ 1MG/ML	Antiemetic	GRANISETRON		GRANISETRON HCL INJ 1 MCG/ML	50200035102010	\$0.00	-45.0%	\$0.00	Y
GRANISETRON INJ 4MG/ML	Antiemetic	GRANISETRON		GRANISETRON HCL INJ 4 MCG/ML (1 MCG/ML)	50200035102015	\$0.00	-45.0%	\$0.00	Y
RETISERT IMP 0.5MG	Antineoplastic	RETISERT		FLUCINCLOXONE ACETONIDE INTRAVITREAL IMPLANT 0.59 MG	85300017102320	\$0.00	-15.0%	\$0.00	N
CORFACIT KIT	Antineoplastic Agent	CORFACIT		FACTOR XIII CONCENTRATE (HUMAN) FOR INJ KIT 1000-1800 UNIT	851000330006440	\$0.00	-33.0%	\$0.00	Y
SYNRSIC INH 8MG/ML	Antitumor	SYNRSIC		HYLAN INTRA-ARTICULAR INJ 8 MCG/ML	75300040000220	\$0.00	-13.5%	\$0.00	Y
JUKTAPID CAP 10MG	Antiparkinson Agent	JUKTAPID		LOMITAPIDE MESYLATE CAP 10 MG (BASE EQUIV)	33400050200130	\$0.00	-16.5%	\$0.00	N
JUKTAPID CAP 20MG	Antiparkinson Agent	JUKTAPID		LOMITAPIDE MESYLATE CAP 20 MG (BASE EQUIV)	33400050200140	\$0.00	-16.5%	\$0.00	N
JUKTAPID CAP 5MG	Antiparkinson Agent	JUKTAPID		LOMITAPIDE MESYLATE CAP 5 MG (BASE EQUIV)	33400050200120	\$0.00	-16.5%	\$0.00	N
FUSILEV INJ 50MG	Antineoplastic & Adjunctive Therapies	FUSILEV		LEVOLUCICHTONIN CALCIUM FOR INJ 50 MG (BASE EQUIV)	39480050200120	\$0.00	-15.5%	\$0.00	N
KEPRIVANCE INJ 6.25MG	Antineoplastic & Adjunctive Therapies	KEPRIVANCE		PALIFERMIN FOR INJ 6.25 MG	21755006000210	\$0.00	-13.5%	\$0.00	Y
LUMIZYME INJ 60MG	Antineoplastic & Adjunctive Therapies	LUMIZYME		ALGUCICLISASE ALFA FOR IV SOLN 60 MG	30907715002120	\$0.00	-13.5%	\$0.00	Y
MESNA INJ 150ML	Antineoplastic & Adjunctive Therapies	MESNA		MESNA INJ 100 MCG/ML	217550050002010	\$0.00	-13.5%	\$0.00	Y
THALOMID CAP 100MG	Antineoplastic & Adjunctive Therapies	THALOMID		THALIDOMIDE CAP 100 MG	96332070000130	\$0.00	-18.0%	\$0.00	Y
THALOMID CAP 150MG	Antineoplastic & Adjunctive Therapies	THALOMID		THALIDOMIDE CAP 150 MG	96332070000130	\$0.00	-18.0%	\$0.00	Y
THALOMID CAP 200MG	Antineoplastic & Adjunctive Therapies	THALOMID		THALIDOMIDE CAP 200 MG	96332070000140	\$0.00	-18.0%	\$0.00	Y
THALOMID CAP 50MG	Antineoplastic & Adjunctive Therapies	THALOMID		THALIDOMIDE CAP 50 MG	96332070000120	\$0.00	-18.0%	\$0.00	Y
ABRAXANE INJ 100MG	Antineoplastic Agent	ABRAXANE		PACLITAXEL PROTEIN-BOUND PARTICLES FOR IV SUSP 100 MG	21690012201920	\$0.00	-17.5%	\$0.00	Y

ADCESTRIS	ADCESTRIS	BRENTUXIMAB MONOCLONAL ANTIBODY FOR INTRAVENOUS USE	2135502002120	-15.5%	\$0.00	Y
ADRIAMYCIN	ADRIAMYCIN	DOXORUBICIN HCL FOR INJECTION 50 MG	21200040102115	-15.0%	\$0.00	Y
ADRIAMYCIN INJ 10MG	ADRIAMYCIN	DOXORUBICIN HCL FOR INJECTION 10 MG	21200040102105	-18.0%	\$0.00	Y
ADRIAMYCIN INJ 20MG	ADRIAMYCIN	DOXORUBICIN HCL FOR INJECTION 20 MG	21200040102110	-13.5%	\$0.00	Y
ADRIAMYCIN INJ 50MG	ADRIAMYCIN	DOXORUBICIN HCL FOR INJECTION 50 MG	21200040102010	-18.0%	\$0.00	Y
ADRIAMYCIN INJ 50MG/50ML	ADRIAMYCIN	DOXORUBICIN HCL FOR INJECTION 50 MG/50 ML	213000300002020	-18.0%	\$0.00	Y
AFINITOR	AFINITOR	EVEROLIMUS TAB 10 MG	21525250000330	-19.5%	\$0.00	Y
AFINITOR TAB 2.5MG	AFINITOR	EVEROLIMUS TAB 2.5 MG	21525250000330	-19.5%	\$0.00	Y
AFINITOR TAB 5MG	AFINITOR	EVEROLIMUS TAB 5 MG	21525250000330	-19.5%	\$0.00	Y
AFINITOR TAB 7.5MG	AFINITOR	EVEROLIMUS TAB 7.5 MG	21525250000325	-19.5%	\$0.00	Y
ALUMITA	ALUMITA	PENICILLIN G POTASSIUM FOR INJECTION 100 MG (BASE EQUIV)	2130005102110	-14.5%	\$0.00	Y
ALUMITA INJ 500MG	ALUMITA	PENICILLIN G POTASSIUM FOR INJECTION 500 MG (BASE EQUIV)	2130005102120	-14.5%	\$0.00	Y
ALKERAN	ALKERAN	MELPHALAN HCL FOR INJECTION 50 MG (BASE EQUIV)	21101040102110	-13.5%	\$0.00	Y
ALRONAN	ALRONAN	NELARABINE IV SOLN 5 MG/ML	21300052000220	-12.0%	\$0.00	Y
ARZERRA	ARZERRA	OPATUNIMAB CONJ FOR IV INFUSION 1000 MG/500ML	21300045001350	-12.0%	\$0.00	Y
ARZERRA CON 10050ML	ARZERRA	OPATUNIMAB CONJ FOR IV INFUSION 100 MG/50ML	213530045001320	-12.0%	\$0.00	Y
ARZERRA CON 10050ML	ARZERRA	OPATUNIMAB CONJ FOR IV INFUSION 100 MG/50ML (FOR INFUSION)	213530045001320	-12.0%	\$0.00	Y
AVASTIN	AVASTIN	BEVACIZUMAB IV SOLN 100 MG/50ML (FOR INFUSION)	213530070001320	-12.0%	\$0.00	Y
BEXXAR	BEXXAR	TOSTILUMOMAB FOR IV INJECTION 14 MG/50ML	216000400002240	-13.5%	\$0.00	Y
BEXXAR 131 INJ 0.5MG/ML	BEXXAR 131	IODINE 131 TOSTILUMOMAB INJ 0.51 MC/ML	216000400002240	-13.5%	\$0.00	Y
BEXXAR 131 INJ 5.0MG/ML	BEXXAR 131	IODINE 131 TOSTILUMOMAB INJ 5.6 MC/ML	216000400002240	-13.5%	\$0.00	Y
BICNU	BICNU	CARMAUSTINE FOR INJ 100 MG	21102010002105	-18.5%	\$0.00	Y
BICNU INJ 100MG	BICNU	CARMAUSTINE FOR INJ 100 MG	21200010102115	-18.0%	\$0.00	Y
BLEOMYCIN	BLEOMYCIN	BLEOMYCIN SULFATE FOR INJECTION 15 UNIT	21200010102115	-18.0%	\$0.00	Y
BLEOMYCIN INJ 30UNIT	BLEOMYCIN	BLEOMYCIN SULFATE FOR INJECTION 30 UNIT	21200010102115	-18.0%	\$0.00	Y
BOSULIF	BOSULIF	BOSUTINIB TAB 400 MG	21554012000320	-6.0%	\$0.00	Y
BOSULIF TAB 100MG	BOSULIF	BOSUTINIB TAB 100 MG	21554012000340	-6.0%	\$0.00	Y
BOSULIF TAB 500MG	BOSULIF	BOSUTINIB TAB 500 MG	21554012000340	-6.0%	\$0.00	Y
BUSULFEX	BUSULFEX	BLEMTUZUMAB IV INJ 30 MG/ML (FOR INFUSION)	213530100002040	-13.5%	\$0.00	Y
CAMPATH	CAMPATH	IRINOTECAN HCL INJ 100 MG/50ML (20 MG/ML)	215500040102030	-13.5%	\$0.00	Y
CAMPATH INJ 100MG/50ML	CAMPATH	IRINOTECAN HCL INJ 100 MG/50ML (20 MG/ML)	215500040102030	-13.5%	\$0.00	Y
CAMPATH INJ 450MG/45ML	CAMPATH	IRINOTECAN HCL INJ 450 MG/45ML	215500040102030	-13.5%	\$0.00	Y
CAMPATH INJ 900MG/90ML	CAMPATH	IRINOTECAN HCL INJ 900 MG/90ML (20 MG/ML)	215500040102030	-13.5%	\$0.00	Y
CAPRELSA	CAPRELSA	VANDRETANIB TAB 100 MG	215340050000320	-11.0%	\$0.00	Y
CAPRELSA TAB 30MG	CAPRELSA	VANDRETANIB TAB 300 MG	215340050000320	-11.0%	\$0.00	Y
CARBOPLATIN	CARBOPLATIN	CARBOPLATIN IV SOLN 150 MG/50ML	211000150002035	-18.0%	\$0.00	Y
CARBOPLATIN INJ 150MG	CARBOPLATIN	CARBOPLATIN IV FOR INJECTION 150 MG	211000150002120	-18.0%	\$0.00	Y
CARBOPLATIN INJ 450MG/45ML	CARBOPLATIN	CARBOPLATIN IV SOLN 450 MG/45ML	211000150002040	-18.0%	\$0.00	Y
CARBOPLATIN INJ 900MG/90ML	CARBOPLATIN	CARBOPLATIN IV FOR INJECTION 900 MG	211000150002110	-18.0%	\$0.00	Y
CARBOPLATIN INJ 900MG/90ML	CARBOPLATIN	CARBOPLATIN IV SOLN 900 MG/90ML	211000150002035	-18.0%	\$0.00	Y
CERUBIDINE	CERUBIDINE	DAUNORUBICIN HCL FOR INJECTION 20 MG	212000030102105	-13.5%	\$0.00	Y
CISPLATIN	CISPLATIN	CISPLATIN INJ 200 MG/200ML (1 MG/ML)	21100020002025	-18.0%	\$0.00	Y
CISPLATIN INJ 200MG	CISPLATIN	CISPLATIN INJ 50 MG/50ML (1 MG/ML)	21100020002030	-18.0%	\$0.00	Y
CISPLATIN INJ 6050ML	CISPLATIN	CISPLATIN (BULK) POWDER	21100020002030	-18.0%	\$0.00	Y
CISPLATIN POW	CISPLATIN	CISPLATIN (BULK) POWDER	96465850002000	-18.0%	\$0.00	Y
CLADRIEBINE	CLADRIEBINE	CLADRIEBINE INJ 1 MG/ML	213000070002010	-18.0%	\$0.00	Y
CLADRIEBINE INJ 1MG/ML	CLADRIEBINE	CLADRIEBINE INJ 1 MG/ML	213000070002010	-18.0%	\$0.00	Y
COMETRIQ	COMETRIQ	CARBOZANTINIB S-MAL CAP 1 X 30 MG & 1 X 20 MG (100 DOSE) KIT	21534019106470	-15.0%	\$0.00	N
COMETRIQ KIT 140MG	COMETRIQ	CARBOZANTINIB S-MAL CAP 1 X 30 MG & 3 X 20 MG (40 DOSE) KIT	21534019106480	-15.0%	\$0.00	N
COMETRIQ KIT 60MG	COMETRIQ	CARBOZANTINIB S-MAL CAP 3 X 20 MG (60 DOSE) KIT	21534019106460	-15.0%	\$0.00	N
COSMEGEN	COSMEGEN	DACTINOMYCIN FOR INJECTION 0.5 MG	212000020002105	-13.5%	\$0.00	Y
CYCLOPHOSPH	CYCLOPHOSPH	CYCLOPHOSPHAMIDE FOR INJECTION 1 GM	21101020002125	-18.0%	\$0.00	Y
CYCLOPHOSPH INJ 1GM	CYCLOPHOSPH	CYCLOPHOSPHAMIDE FOR INJECTION 2 GM	21101020002130	-18.0%	\$0.00	Y
CYCLOPHOSPH INJ 2GM	CYCLOPHOSPH	CYCLOPHOSPHAMIDE FOR INJECTION 500 MG	21101020002130	-18.0%	\$0.00	Y
CYCLOPHOSPH INJ 500MG	CYCLOPHOSPH	CYCLOPHOSPHAMIDE (BULK) POWDER	96465850002000	-15.0%	\$0.00	N
CYCLOPHOSPH POW	CYCLOPHOSPH	CYCLOPHOSPHAMIDE (BULK) POWDER	96465850002000	-15.0%	\$0.00	N
CYCLOPHOSPHA POW USP	CYCLOPHOSPH	CYCLOPHOSPHAMIDE (BULK) POWDER	96465850002000	-15.0%	\$0.00	N
CYTARABINE	CYTARABINE	CYTARABINE FOR INJECTION 100 MG	21300010002105	-18.0%	\$0.00	Y
CYTARABINE INJ 100MG	CYTARABINE	CYTARABINE INJ 100 MG/ML	21300010002040	-18.0%	\$0.00	Y
CYTARABINE INJ 100MG/ML	CYTARABINE	CYTARABINE FOR INJECTION 1 GM	21300010002115	-18.0%	\$0.00	Y
CYTARABINE INJ 1GM	CYTARABINE	CYTARABINE FOR INJECTION 2 GM	21300010002011	-18.0%	\$0.00	Y
CYTARABINE INJ 2GM	CYTARABINE	CYTARABINE FOR INJECTION 2 GM	21300010002120	-18.0%	\$0.00	Y
CYTARABINE INJ 2GM	CYTARABINE	CYTARABINE FOR INJECTION 500 MG	21300010002110	-18.0%	\$0.00	Y
CYTARABINE INJ 500MG	CYTARABINE	CYTARABINE FOR INJECTION 100 MG	21300010002119	-18.0%	\$0.00	Y
DACARBAZINE	DACARBAZINE	DACARBAZINE FOR INJECTION 500 MG	21700020002105	-18.0%	\$0.00	Y
DACARBAZINE INJ 100MG	DACARBAZINE	DACARBAZINE FOR INJECTION 200 MG	21700020002110	-18.0%	\$0.00	Y

GLEVEEC TAB 100MG	Anti-neoplastic Agent	GLEVEEC	IMATINIB MESYLATE TAB 100 MG (BASE EQUIVALENT)	215240551003220	-24.0%	\$0.00	Y
GLEVEEC TAB 400MG	Anti-neoplastic Agent	GLEVEEC	IMATINIB MESYLATE TAB 400 MG (BASE EQUIVALENT)	215240551003400	-24.0%	\$0.00	Y
HALAVEN INJ 1MG/2ML	Anti-neoplastic Agent	HALAVEN	ERIBULIN MESYLATE INJ 1 MG/2ML (0.5 MG/ML)	216000029202000	-18.0%	\$0.00	Y
HERCEPTIN INJ 440MG	Anti-neoplastic Agent	HERCEPTIN	TRASTUZUMAB FOR IV SOLN 440 MG	215353070002120	-16.0%	\$0.00	Y
HYCAMTIN CAP 0.25MG	Anti-neoplastic Agent	HYCAMTIN	TOPOTECAN HCL CAP 0.25 MG (BASE EQUIV)	215500080100120	-14.0%	\$0.00	Y
HYCAMTIN CAP 1MG	Anti-neoplastic Agent	HYCAMTIN	TOPOTECAN HCL CAP 1 MG (BASE EQUIV)	215500080100140	-14.0%	\$0.00	Y
HYCAMTIN INJ 4MG	Anti-neoplastic Agent	HYCAMTIN	TOPOTECAN HCL FOR INJ 4 MG	215500080100210	-14.0%	\$0.00	Y
ICLUSIG TAB 150MG	Anti-neoplastic Agent	ICLUSIG	PONATINIB HCL TAB 15 MG (BASE EQUIV)	215340725100320	-15.0%	\$0.00	N
ICLUSIG TAB 45MG	Anti-neoplastic Agent	ICLUSIG	PONATINIB HCL TAB 45 MG (BASE EQUIV)	215340725100340	-15.0%	\$0.00	N
IDAMYCIN PFS INJ 100/10ML	Anti-neoplastic Agent	IDAMYCIN PFS	IDARUBICIN HCL IV INJ 20 MG/20ML (1 MG/ML)	212000451020330	-13.5%	\$0.00	Y
IDAMYCIN PFS INJ 20/20ML	Anti-neoplastic Agent	IDAMYCIN PFS	IDARUBICIN HCL IV INJ 5 MG/5ML (1 MG/ML)	212000451020350	-13.5%	\$0.00	Y
IDAMYCIN PFS INJ 50/50ML	Anti-neoplastic Agent	IDAMYCIN PFS	IDARUBICIN HCL IV INJ 10 MG/10ML (1 MG/ML)	212000451020370	-13.5%	\$0.00	Y
IDARUBICIN INJ 10/10ML	Anti-neoplastic Agent	IDARUBICIN	IDARUBICIN HCL IV INJ 10 MG/10ML (1 MG/ML)	212000451020390	-13.5%	\$0.00	Y
IDARUBICIN INJ 20/20ML	Anti-neoplastic Agent	IDARUBICIN	IDARUBICIN HCL IV INJ 20 MG/20ML (1 MG/ML)	212000451020410	-13.5%	\$0.00	Y
IDARUBICIN INJ 50/50ML	Anti-neoplastic Agent	IDARUBICIN	IDARUBICIN HCL IV INJ 50 MG/50ML (1 MG/ML)	212000451020430	-13.5%	\$0.00	Y
IFEX INJ 1GM	Anti-neoplastic Agent	IFEX	IFOSFAMIDE FOR INJ 1 GM	21101025002110	-13.5%	\$0.00	Y
IFEX INJ 3GM	Anti-neoplastic Agent	IFEX	IFOSFAMIDE FOR INJ 3 GM	21101025002130	-13.5%	\$0.00	Y
IFOSFAMIDE INJ 1GM	Anti-neoplastic Agent	IFOSFAMIDE	IFOSFAMIDE FOR INJ 1 GM	21101025002110	-13.5%	\$0.00	Y
IFOSFAMIDE INJ 1GM/2ML	Anti-neoplastic Agent	IFOSFAMIDE	IFOSFAMIDE IV INJ 1 GM/2ML (50 MG/ML)	21101025002130	-17.0%	\$0.00	Y
IFOSFAMIDE INJ 3GM	Anti-neoplastic Agent	IFOSFAMIDE	IFOSFAMIDE FOR INJ 3 GM	21101025002025	-17.0%	\$0.00	Y
IFOSFAMIDE INJ 3GM/5ML	Anti-neoplastic Agent	IFOSFAMIDE	IFOSFAMIDE IV INJ 3 GM/5ML (60 MG/ML)	21101025002030	-17.0%	\$0.00	Y
IFOSFAMIDE KIT MESSNA	Anti-neoplastic Agent	IFOSFAMIDE	IFOSFAMIDE & MESSNA INJ KIT 1000-1000 MG	211900024004840	-18.0%	\$0.00	Y
INLYTA TAB 1MG	Anti-neoplastic Agent	INLYTA	AXITINIB TAB 1 MG	216540080000320	-13.5%	\$0.00	Y
INLYTA TAB 5MG	Anti-neoplastic Agent	INLYTA	AXITINIB TAB 5 MG	216540080000340	-13.5%	\$0.00	Y
IRINOTECAN INJ 100/5ML	Anti-neoplastic Agent	IRINOTECAN	IRINOTECAN HCL INJ 100 MG/5ML (20 MG/ML)	21550040102030	-82.0%	\$0.00	Y
IRINOTECAN INJ 40MG/2ML	Anti-neoplastic Agent	IRINOTECAN	IRINOTECAN HCL INJ 40 MG/2ML (20 MG/ML)	21550040102035	-82.0%	\$0.00	Y
IRINOTECAN INJ 50MG/25	Anti-neoplastic Agent	IRINOTECAN	IRINOTECAN HCL INJ 50 MG/25ML (20 MG/ML)	21550040102040	-82.0%	\$0.00	Y
ISTODAX INJ 10MG	Anti-neoplastic Agent	ISTODAX	ROMIDEPIN FOR IV INJ 10 MG	215315600002120	-14.0%	\$0.00	Y
IXEMPRA KIT INJ 45MG	Anti-neoplastic Agent	IXEMPRA KIT	KABEPFONE FOR IV INFUSION 15 MG	21600011002120	-16.5%	\$0.00	Y
IXEMPRA KIT INJ 45MG	Anti-neoplastic Agent	IXEMPRA KIT	KABEPFONE FOR IV INFUSION 45 MG	21500011002140	-16.5%	\$0.00	Y
JAKAFI TAB 10MG	Anti-neoplastic Agent	JAKAFI	RUXOLITINIB PHOSPHATE TAB 10 MG (BASE EQUIVALENT)	21557560200520	-16.0%	\$0.00	N
JAKAFI TAB 15MG	Anti-neoplastic Agent	JAKAFI	RUXOLITINIB PHOSPHATE TAB 15 MG (BASE EQUIVALENT)	21557560200525	-16.0%	\$0.00	N
JAKAFI TAB 20MG	Anti-neoplastic Agent	JAKAFI	RUXOLITINIB PHOSPHATE TAB 20 MG (BASE EQUIVALENT)	21557560200530	-16.0%	\$0.00	N
JAKAFI TAB 25MG	Anti-neoplastic Agent	JAKAFI	RUXOLITINIB PHOSPHATE TAB 25 MG (BASE EQUIVALENT)	21557560200535	-16.0%	\$0.00	N
LEVITANA INJ 80/1.5ML	Anti-neoplastic Agent	LEVITANA	CABAZITAXEL INJ 80 MG/1.5ML (FOR IV INFUSION)	215000050002020	-17.0%	\$0.00	Y
KADCYLA INJ 100MG	Anti-neoplastic Agent	KADCYLA	ADO-TRASTUZUMAB EMTANSINE FOR IV SOLN 100 MG	21355075002120	-13.0%	\$0.00	Y
KADCYLA INJ 160MG	Anti-neoplastic Agent	KADCYLA	ADO-TRASTUZUMAB EMTANSINE FOR IV SOLN 160 MG	21355075002130	-13.0%	\$0.00	Y
KYTRIL SOL 50MG	Anti-neoplastic Agent	KYTRIL	CARBOLZUMAB FCS INJ 50 MG	30250035102015	-13.5%	\$0.00	N
KYTRIL INJ 1MG/ML	Anti-neoplastic Agent	KYTRIL	GRANISETRON HCL INJ 4 MG/ML (1 MG/ML)	21405010106407	-15.0%	\$0.00	N
LEUPROLIDE INJ 1MG/0.2	Anti-neoplastic Agent	LEUPROLIDE	LEUPROLIDE ACETATE (BULK) POWDER	21300007002010	-13.5%	\$0.00	N
LEUPROLIDE POW ACETATE	Anti-neoplastic Agent	LEUPROLIDE	LEUPROLIDE ACETATE (BULK) POWDER	21300007002010	-13.5%	\$0.00	N
LEUSTATIN INJ 1MG/ML	Anti-neoplastic Agent	LEUSTATIN	DOXORUBICIN HCL LIPOSOMAL INJ (FOR IV INFUSION) 2 MG/ML	21200044002210	-18.0%	\$0.00	Y
LIPODOX 50 INJ 2MG/ML	Anti-neoplastic Agent	LIPODOX 50	DOXORUBICIN HCL LIPOSOMAL INJ (FOR IV INFUSION) 2 MG/ML	21200044002210	-18.0%	\$0.00	Y
LUPR DEP-PED INJ 11.25MG	Anti-neoplastic Agent	LUPR DEP-PED	LEUPROLIDE ACETATE FOR INJ PEDIATRIC KIT 11.25 MG	30080050106430	-14.0%	\$0.00	Y
LUPR DEP-PED INJ 18MG	Anti-neoplastic Agent	LUPR DEP-PED	LEUPROLIDE ACETATE FOR INJ PEDIATRIC KIT 15 MG	30080050106440	-14.0%	\$0.00	Y
LUPR DEP-PED INJ 30MG	Anti-neoplastic Agent	LUPR DEP-PED	LEUPROLIDE ACETATE FOR INJ PEDIATRIC KIT 30 MG	30080050106450	-14.0%	\$0.00	Y
LUPRON DEPOT INJ 7.5MG	Anti-neoplastic Agent	LUPRON DEPOT	LEUPROLIDE ACETATE (3 MONTH) FOR INJ PEDIATRIC KIT 30 MG	30080050106420	-14.0%	\$0.00	Y
LUPRON DEPOT INJ 22.5MG	Anti-neoplastic Agent	LUPRON DEPOT	LEUPROLIDE ACETATE (3 MONTH) FOR INJ KIT 11.25 MG	21405010106405	-14.0%	\$0.00	Y
LUPRON DEPOT INJ 30MG	Anti-neoplastic Agent	LUPRON DEPOT	LEUPROLIDE ACETATE (3 MONTH) FOR INJ KIT 11.25 MG	21405010106410	-14.0%	\$0.00	Y
LUPRON DEPOT INJ 45MG	Anti-neoplastic Agent	LUPRON DEPOT	LEUPROLIDE ACETATE (3 MONTH) FOR INJ KIT 22.5 MG	21405010106420	-14.0%	\$0.00	Y
LUPRON DEPOT INJ 7.5MG	Anti-neoplastic Agent	LUPRON DEPOT	LEUPROLIDE ACETATE FOR INJ KIT 3.75 MG	21101040102110	-14.0%	\$0.00	Y
LUPRON DEPOT INJ 22.5MG	Anti-neoplastic Agent	LUPRON DEPOT	LEUPROLIDE ACETATE (3 MONTH) FOR INJ KIT 30 MG	21405010106430	-14.0%	\$0.00	Y
MELPHALAN INJ 60MG	Anti-neoplastic Agent	MELPHALAN	MELPHALAN HCL FOR INJ 50 MG (BASE EQUIV)	96650538020300	-15.0%	\$0.00	N
MERCAPTOPYRINE POW	Anti-neoplastic Agent	MERCAPTOPYRINE	MERCAPTOPYRINE MONOHYDRATE (BULK) POWDER	96650538020300	-15.0%	\$0.00	N
MERCAPTOPYRINE POW MONOHYDR	Anti-neoplastic Agent	MERCAPTOPYRINE	MERCAPTOPYRINE MONOHYDRATE (BULK) POWDER	96650538020300	-15.0%	\$0.00	N
MESNEX INJ 100MG	Anti-neoplastic Agent	MESNEX	BULK CHEMICALS - POWDER**	96900010002900	-13.5%	\$0.00	Y
MESNEX INJ 100MG	Anti-neoplastic Agent	MESNEX	MESNA INJ 100 MG/ML	217560500002010	-13.5%	\$0.00	Y
MESNEX TAB 400MG	Anti-neoplastic Agent	MESNEX	MESNA TAB 400 MG	217560500002030	-13.5%	\$0.00	Y
MITOMYCIN INJ 20MG	Anti-neoplastic Agent	MITOMYCIN	MITOMYCIN FOR INJ 20 MG	212000500002110	-16.0%	\$0.00	Y

MITOMYCIN INJ 40MG	Antineoplastic Agent	MITOMYCIN	MITOMYCIN FOR INJ 40 MG	21200050002120	-18.0%	\$0.00	Y
MITOMYCIN INJ 5MG	Antineoplastic Agent	MITOMYCIN	MITOMYCIN FOR INJ 5 MG	21200050002105	-18.0%	\$0.00	Y
MITOMYCIN POW	Antineoplastic Agent	MITOMYCIN	MITOMYCIN (BULK) POWDER	96865860452900	-15.0%	\$0.00	N
MITOMYCIN POW USP	Antineoplastic Agent	MITOMYCIN	MITOMYCIN (BULK) POWDER	96865860452900	-15.0%	\$0.00	N
MITOMYCIN C POW	Antineoplastic Agent	MITOMYCIN	MITOMYCIN (BULK) POWDER	96865860452900	-15.0%	\$0.00	N
MITOXANTHRON INJ 2MG/5ML	Antineoplastic Agent	MITOXANTHRON	MITOXANTHRONE HCL INJ CONC 20 MG/10ML (2 MG/ML)	21101030102120	-13.5%	\$0.00	Y
MUSTARGEN INJ 10MG	Antineoplastic Agent	MUSTARGEN	METHOURETHAMINE HCL FOR INJ 10 MG	21500050001920	-18.0%	\$0.00	Y
NAVELBINE INJ 10MG/5ML	Antineoplastic Agent	NAVELBINE	VINCORELINE TARTRATE INJ 10 MG/5ML	21500050002025	-26.0%	\$0.00	Y
NAVELBINE INJ 50MG/5ML	Antineoplastic Agent	NAVELBINE	VINCORELINE TARTRATE INJ 50 MG/5ML (10 MG/ML)	21500050002025	-26.0%	\$0.00	Y
NEKAVAR TAB 200MG	Antineoplastic Agent	NEKAVAR	ISOPRENIB TOSYLATE TAB 200 MG (BASE EQUIVALENT)	2165308090002120	-13.5%	\$0.00	Y
NEKAVAR INJ 10MG	Antineoplastic Agent	NEKAVAR	PENTOSTATIN FOR INJ 10 MG	21700045002120	-13.5%	\$0.00	Y
ONCASPAR INJ 750ML	Antineoplastic Agent	ONCASPAR	PEGASARGASE INJ 750 UNIT/ML	21250060200220	-17.0%	\$0.00	Y
ONTAK INJ 150ML	Antineoplastic Agent	ONTAK	DEXILEVIN DIFTOX IV SOLN 150 MG/5ML	21700220002020	-13.5%	\$0.00	Y
OXALIPLATIN INJ 100MG	Antineoplastic Agent	OXALIPLATIN	OXALIPLATIN IV SOLN 100 MG/20ML	21100620002030	-35.0%	\$0.00	Y
OXALIPLATIN INJ 50MG	Antineoplastic Agent	OXALIPLATIN	OXALIPLATIN FOR IV INJ 50 MG	21100620002030	-35.0%	\$0.00	Y
PACLITAXEL INJ 100MG	Antineoplastic Agent	PACLITAXEL	PACLITAXEL IV CONC 100 MG/16.7ML (6 MG/ML)	21500012001935	-18.0%	\$0.00	Y
PACLITAXEL INJ 150/25ML	Antineoplastic Agent	PACLITAXEL	PACLITAXEL IV CONC 150 MG/25ML (6 MG/ML)	21500012001935	-18.0%	\$0.00	Y
PACLITAXEL INJ 300/50ML	Antineoplastic Agent	PACLITAXEL	PACLITAXEL IV CONC 300 MG/50ML (6 MG/ML)	21500012001935	-18.0%	\$0.00	Y
PACLITAXEL INJ 30MG/5ML	Antineoplastic Agent	PACLITAXEL	PACLITAXEL IV CONC 30 MG/5ML (6 MG/ML)	21500012001935	-18.0%	\$0.00	Y
PENTOSTATIN INJ 10MG	Antineoplastic Agent	PENTOSTATIN	PENTOSTATIN FOR INJ 10 MG	21700045002120	-18.0%	\$0.06	Y
PERJETA INJ 420/4ML	Antineoplastic Agent	PERJETA	PERTUZUMAB SOLN FOR IV INFUSION 420 MG/4ML (60 MG/ML)	21353050002020	-12.5%	\$0.00	Y
PHOTOPHRN INJ 75MG	Antineoplastic Agent	PHOTOPHRN	FORMER SODIUM FOR INJ 75 MG	21707070102140	-13.5%	\$0.00	N
POMALYST CAP 1MG	Antineoplastic Agent	POMALYST	POMALIDOMIDE CAP 1 MG	21450080000110	-13.0%	\$0.00	Y
POMALYST CAP 2MG	Antineoplastic Agent	POMALYST	POMALIDOMIDE CAP 2 MG	21450080000120	-13.0%	\$0.00	Y
POMALYST CAP 3MG	Antineoplastic Agent	POMALYST	POMALIDOMIDE CAP 3 MG	21450080000120	-13.0%	\$0.00	Y
POMALYST CAP 4MG	Antineoplastic Agent	POMALYST	POMALIDOMIDE CAP 4 MG	21450080000120	-13.0%	\$0.00	Y
POMALYST CAP 5MG	Antineoplastic Agent	POMALYST	POMALIDOMIDE CAP 5 MG	21450080000120	-13.0%	\$0.00	Y
PROLEUKIN INJ 220MU	Antineoplastic Agent	PROLEUKIN	ALDESLEUKIN FOR IV SOLN 22000000 UNIT	21700200002120	-19.0%	\$0.00	Y
REVLIMID CAP 10MG	Antineoplastic Agent	REVLIMID	LENALIDOMIDE CAP 10 MG	99394050000430	-13.0%	\$0.00	Y
REVLIMID CAP 15MG	Antineoplastic Agent	REVLIMID	LENALIDOMIDE CAP 15 MG	99394050000430	-13.0%	\$0.00	Y
REVLIMID CAP 25MG	Antineoplastic Agent	REVLIMID	LENALIDOMIDE CAP 25 MG	99394050000430	-13.0%	\$0.00	Y
REVLIMID CAP 5MG	Antineoplastic Agent	REVLIMID	LENALIDOMIDE CAP 5 MG	99394050000430	-13.0%	\$0.00	Y
RITUXAN INJ 100MG	Antineoplastic Agent	RITUXAN	RITUXIMAB FOR IV INJ CONC 10 MG/ML	21353060001910	-16.5%	\$0.00	Y
RITUXAN INJ 500MG	Antineoplastic Agent	RITUXAN	RITUXIMAB FOR IV INJ CONC 10 MG/ML	21353060001910	-16.5%	\$0.00	Y
SPRYCEL TAB 100MG	Antineoplastic Agent	SPRYCEL	DASATINIB TAB 100 MG	21534020000360	-14.5%	\$0.00	Y
SPRYCEL TAB 140MG	Antineoplastic Agent	SPRYCEL	DASATINIB TAB 140 MG	21534020000360	-14.5%	\$0.00	Y
SPRYCEL TAB 20MG	Antineoplastic Agent	SPRYCEL	DASATINIB TAB 20 MG	21534020000360	-14.5%	\$0.00	Y
SPRYCEL TAB 50MG	Antineoplastic Agent	SPRYCEL	DASATINIB TAB 50 MG	21534020000360	-14.5%	\$0.00	Y
SPRYCEL TAB 70MG	Antineoplastic Agent	SPRYCEL	DASATINIB TAB 70 MG	21534020000360	-14.5%	\$0.00	Y
SPRYCEL TAB 80MG	Antineoplastic Agent	SPRYCEL	DASATINIB TAB 80 MG	21534020000360	-14.5%	\$0.00	Y
STIVARGA TAB 40MG	Antineoplastic Agent	STIVARGA	REGORAFENIB TAB 40 MG	21533050000020	-13.5%	\$0.00	Y
SUPPRELIN LA KIT 50MG	Antineoplastic Agent	SUPPRELIN LA	TRISRELIN ACETATE (CPE) IMPLANT KIT 50 MG	30080045106450	-16.4%	\$0.00	Y
SUTENT CAP 12.5MG	Antineoplastic Agent	SUTENT	SUNITINIB MALATE CAP 12.5 MG (BASE EQUIVALENT)	21533070300120	-16.5%	\$0.00	Y
SUTENT CAP 25MG	Antineoplastic Agent	SUTENT	SUNITINIB MALATE CAP 25 MG (BASE EQUIVALENT)	21533070300120	-16.5%	\$0.00	Y
SUTENT CAP 50MG	Antineoplastic Agent	SUTENT	SUNITINIB MALATE CAP 50 MG (BASE EQUIVALENT)	21533070300140	-16.5%	\$0.00	Y
SYNRYBO INJ 3.5MG	Antineoplastic Agent	SYNRYBO	OMIACETAXINE IMPEFUSCINATE FOR INJ 3.5 MG	21700040102120	-15.0%	\$0.00	Y
TARGEVA TAB 100MG	Antineoplastic Agent	TARGEVA	ERLOTINIB TAB 100 MG	21534020000360	-16.5%	\$0.00	Y
TARGEVA TAB 150MG	Antineoplastic Agent	TARGEVA	ERLOTINIB TAB 150 MG	21534020000360	-16.5%	\$0.00	Y
TARGEVA TAB 25MG	Antineoplastic Agent	TARGEVA	ERLOTINIB TAB 25 MG	21534020000360	-16.5%	\$0.00	Y
TASIGNA CAP 150MG	Antineoplastic Agent	TASIGNA	NILOTINIB CAP 150 MG	21534060000115	-13.0%	\$0.00	Y
TASIGNA CAP 200MG	Antineoplastic Agent	TASIGNA	NILOTINIB CAP 200 MG	21534060000115	-13.0%	\$0.00	Y
TAXOTERE INJ 20MG/5ML	Antineoplastic Agent	TAXOTERE	DOCETAXEL FOR INJ CONC 20 MG/5ML (4 MG/ML)	21500095001910	-15.0%	\$0.00	Y
TAXOTERE INJ 80MG/2ML	Antineoplastic Agent	TAXOTERE	DOCETAXEL FOR INJ CONC 80 MG/2ML (40 MG/ML)	21500095001910	-15.0%	\$0.00	Y
TAXOTERE INJ 80MG/4ML	Antineoplastic Agent	TAXOTERE	DOCETAXEL FOR INJ CONC 80 MG/4ML (20 MG/ML)	21500095001915	-15.0%	\$0.00	Y
TEMODAR CAP 100MG	Antineoplastic Agent	TEMODAR	TEMOZOLOMIDE CAP 100 MG	21104070000140	-17.0%	\$0.00	Y
TEMODAR CAP 140MG	Antineoplastic Agent	TEMODAR	TEMOZOLOMIDE CAP 140 MG	21104070000140	-17.0%	\$0.00	Y
TEMODAR CAP 180MG	Antineoplastic Agent	TEMODAR	TEMOZOLOMIDE CAP 180 MG	21104070000147	-17.0%	\$0.00	Y
TEMODAR CAP 200MG	Antineoplastic Agent	TEMODAR	TEMOZOLOMIDE CAP 200 MG	21104070000150	-17.0%	\$0.00	Y
TEMODAR CAP 250MG	Antineoplastic Agent	TEMODAR	TEMOZOLOMIDE CAP 250 MG	21104070000150	-17.0%	\$0.00	Y
TEMODAR CAP 5MG	Antineoplastic Agent	TEMODAR	TEMOZOLOMIDE CAP 5 MG	21104070000110	-17.0%	\$0.00	Y
TEMODAR INJ 100MG	Antineoplastic Agent	TEMODAR	TEMOZOLOMIDE FOR IV SOLN 100 MG	21104070002120	-17.0%	\$0.00	Y

CETRODIDE KIT 3MS	Endocrine & Metabolic Agents	CETRODIDE	CETRODIDE ACETATE FOR INJ KIT 3 MS	3009002510840	-11.5%	\$0.00	Y
ELAPRASE INJ 6MG/3ML	Endocrine & Metabolic Agents	ELAPRASE	DURELISAFSE SOLN FOR IV INFUSION 6 MG/3ML (2 MG/ML)	30090685000200	-13.5%	\$0.00	Y
FABRAZYM INJ 35MG	Endocrine & Metabolic Agents	FABRAZYM	AGALSIDASE BETA FOR IV SOLN 35 MS	30093616102120	-15.5%	\$0.00	Y
FABRAZYM INJ 5MG	Endocrine & Metabolic Agents	FABRAZYM	AGALSIDASE BETA FOR IV SOLN 5 MG	30093616102110	-15.5%	\$0.00	Y
GAMIRELX AC INJ	Endocrine & Metabolic Agents	GAMIRELX AC	GAMIRELX ACETATE INJ 250 MG/50.5ML	30090040102020	-16.0%	\$0.00	Y
MEMOPUR INJ 75UNIT	Endocrine & Metabolic Agents	MEMOPUR	MEMOTROPINS FOR SUBCUTANEOUS INJ 75 UNIT	300820150002175	-15.0%	\$0.00	Y
MYOZYME INJ 50MG	Endocrine & Metabolic Agents	MYOZYME	ALGUCOSIDASE ALFA FOR IV SOLN 50 MG	30090715002120	-14.5%	\$0.00	Y
MAGLAZYME INJ 1MG/3ML	Endocrine & Metabolic Agents	MAGLAZYME	GALSIUFASE SOLN FOR IV INFUSION 1 MG/3ML	300907535002020	-13.5%	\$0.00	Y
NOVAREL INJ 1000QUNT	Endocrine & Metabolic Agents	NOVAREL	CHORIONIC GONADOTROPIN FOR INJ 1000Q UNIT	30094044000140	-18.0%	\$0.00	Y
ORFADIN CAP 10MG	Endocrine & Metabolic Agents	ORFADIN	NITISINONE CAP 10 MG	30094044000130	-1.0%	\$0.00	N
ORFADIN CAP 5MG	Endocrine & Metabolic Agents	ORFADIN	NITISINONE CAP 5 MG	30094044000120	-1.0%	\$0.00	N
PAMIDRONATE INJ 300.0ML	Endocrine & Metabolic Agents	PAMIDRONATE	PAMIDRONATE DISODIUM IV SOLN 3 MG/ML	30042660102005	-18.0%	\$0.00	N
PAMIDRONATE INJ 30MG	Endocrine & Metabolic Agents	PAMIDRONATE	PAMIDRONATE DISODIUM FOR INJ 30 MG	30042660102120	-18.0%	\$0.00	Y
PAMIDRONATE INJ 8MG/3ML	Endocrine & Metabolic Agents	PAMIDRONATE	PAMIDRONATE DISODIUM IV SOLN 6 MG/ML	30042660102009	-18.0%	\$0.00	Y
PAMIDRONATE INJ 90.0ML	Endocrine & Metabolic Agents	PAMIDRONATE	PAMIDRONATE DISODIUM IV SOLN 9 MG/ML	30042660102012	-18.0%	\$0.00	Y
PAMIDRONATE INJ 90MG	Endocrine & Metabolic Agents	PAMIDRONATE	PAMIDRONATE DISODIUM FOR INJ 90 MG	30042660102140	-18.0%	\$0.00	Y
PROLIA SOL 50MG/3ML	Endocrine & Metabolic Agents	PROLIA	DENOSUMAB INJ 60 MG/ML	30044530002020	-10.5%	\$0.00	Y
RECLAST INJ 500MG	Endocrine & Metabolic Agents	RECLAST	ZOLEDRONIC ACID IV SOLN 5 MG/100ML	30042660002020	-12.5%	\$0.00	Y
SAMSCA TAB 50MG	Endocrine & Metabolic Agents	SAMSCA	TOLVAPTAN TAB 50 MG	30454060003020	-17.0%	\$0.00	Y
SAMSCA TAB 30MG	Endocrine & Metabolic Agents	SAMSCA	TOLVAPTAN TAB 30 MG	30454060003030	-17.0%	\$0.00	Y
SENSIPAR TAB 30MG	Endocrine & Metabolic Agents	SENSIPAR	CINACALCET HCL TAB 30 MG (BASE EQUIV)	30455225100320	-12.0%	\$0.00	Y
SENSIPAR TAB 60MG	Endocrine & Metabolic Agents	SENSIPAR	CINACALCET HCL TAB 60 MG (BASE EQUIV)	30455225100350	-12.0%	\$0.00	Y
SENSIPAR TAB 80MG	Endocrine & Metabolic Agents	SENSIPAR	CINACALCET HCL TAB 80 MG (BASE EQUIV)	30455225100340	-12.0%	\$0.00	Y
SOMATULINE INJ 120.5ML	Endocrine & Metabolic Agents	SOMATULINE	LANREOTIDE ACETATE EXTENDED RELEASE INJ 120 MG/0.5ML	30170050102040	-19.5%	\$0.00	Y
SOMATULINE INJ 600.2ML	Endocrine & Metabolic Agents	SOMATULINE	LANREOTIDE ACETATE EXTENDED RELEASE INJ 60 MG/0.2ML	30170050102025	-19.5%	\$0.00	Y
SOMATULINE INJ 900.3ML	Endocrine & Metabolic Agents	SOMATULINE	LANREOTIDE ACETATE EXTENDED RELEASE INJ 90 MG/0.3ML	30170050102030	-19.5%	\$0.00	Y
SOMAVERT INJ 10MG	Endocrine & Metabolic Agents	SOMAVERT	PEGSOMANT FOR INJ 10 MG (AS PROTEIN)	30180060102020	-17.5%	\$0.00	Y
SOMAVERT INJ 15MG	Endocrine & Metabolic Agents	SOMAVERT	PEGSOMANT FOR INJ 15 MG (AS PROTEIN)	30180060102130	-17.5%	\$0.00	Y
SOMAVERT INJ 20MG	Endocrine & Metabolic Agents	SOMAVERT	PEGSOMANT FOR INJ 20 MG (AS PROTEIN)	30180060102140	-17.5%	\$0.00	Y
XGEVA INJ	Endocrine & Metabolic Agents	XGEVA	DENOSUMAB INJ 120 MG/7ML	30044530002030	-12.0%	\$0.00	Y
ELELYSO INJ 200UNIT	Enzyme	ELELYSO	TALLIGERASE ALFA FOR INJ 200 UNIT	302700080102120	-16.5%	\$0.00	N
XARFLEX INJ 0.8MG	Enzyme	XARFLEX	COLLAGENASE CLOSTRIDIUM HISTOLYTICUM FOR INJ 0.9 MG	93500035002120	-11.5%	\$0.00	Y
ARXTRA SOL 100.8	Factor Xc Inhibitor	ARXTRA	FONDAPARINUX SODIUM INJ 10 MG/0.8ML	93100030102045	-15.5%	\$0.00	N
ARXTRA SOL 250.4	Factor Xc Inhibitor	ARXTRA	FONDAPARINUX SODIUM INJ 2.5 MG/0.5ML	93100030102020	-15.5%	\$0.00	N
ARXTRA SOL 500.4	Factor Xc Inhibitor	ARXTRA	FONDAPARINUX SODIUM INJ 5 MG/0.4ML	93100030102035	-15.5%	\$0.00	N
ARXTRA SOL 750.8	Factor Xc Inhibitor	ARXTRA	FONDAPARINUX SODIUM INJ 7.5 MG/0.6ML	93100030102040	-15.5%	\$0.00	N
FONDAPARINUX SOL 100.8	Factor Xc Inhibitor	FONDAPARINUX	FONDAPARINUX SODIUM INJ 10 MG/0.8ML	93100030102045	-30.0%	\$0.00	N
FONDAPARINUX SOL 250.4	Factor Xc Inhibitor	FONDAPARINUX	FONDAPARINUX SODIUM INJ 2.5 MG/0.5ML	93100030102020	-30.0%	\$0.00	N
FONDAPARINUX SOL 500.4	Factor Xc Inhibitor	FONDAPARINUX	FONDAPARINUX SODIUM INJ 5 MG/0.4ML	93100030102035	-30.0%	\$0.00	N
FONDAPARINUX SOL 750.8	Factor Xc Inhibitor	FONDAPARINUX	FONDAPARINUX SODIUM INJ 7.5 MG/0.6ML	93100030102040	-30.0%	\$0.00	N
SUCRAID SOL 4500ML	Gastrointestinal	SUCRAID	SACROSIDASE SOLN 8500 UNIT/ML	51200060002050	-15.0%	\$0.00	Y
ALOXI INJ 0.25MG/6S	Gastrointestinal Agents	ALOXI	PALONOSETRON HCL IV SOLN 0.25 MG/6ML (BASE EQUIVALENT)	50250070102020	-12.0%	\$0.00	Y
CHIZIA KIT	Gastrointestinal Agents	CHIZIA	CERTOLIZUMAB PEGOL FOR INJ KIT 2 X 200 MG	52505020106420	-15.0%	\$0.00	Y
CHIZIA KIT 200MG/ML	Gastrointestinal Agents	CHIZIA	CERTOLIZUMAB PEGOL INJ KIT 8 X 200 MG/ML	52505020106440	-15.0%	\$0.00	Y
CHIZIA KIT STARTER	Gastrointestinal Agents	CHIZIA	CERTOLIZUMAB PEGOL INJ KIT 8 X 200 MG/ML	52505020106460	-15.0%	\$0.00	Y
RELISTOR INJ 120.5ML	Gastrointestinal Agents	RELISTOR	METHYLNALTREXONE BROMIDE INJ 12 MG/0.5ML (20 MG/ML)	52506050102020	-11.5%	\$0.00	Y
RELISTOR INJ 80.4ML	Gastrointestinal Agents	RELISTOR	METHYLNALTREXONE BROMIDE INJ 8 MG/0.4ML (20 MG/ML)	52506050102015	-11.5%	\$0.00	Y
RELISTOR KIT 120.5ML	Gastrointestinal Agents	RELISTOR	METHYLNALTREXONE BROMIDE INJ KIT 12 MG/0.5ML	52506050106420	-11.5%	\$0.00	Y
SEROSTIM INJ 6MG	Growth Hormone	SEROSTIM	SOMATROPIN (ADM-REFRIGERATED) FOR SUBCUTANEOUS INJ 6 MG	30100020102125	-48.0%	\$0.00	Y
ACTIVASE INJ 100MG	Hematological Agent	ACTIVASE	ALTEPLASE FOR INJ 100 MG	85601010002120	-43.5%	\$0.00	Y
ACTIVASE INJ 50MG	Hematological Agent	ACTIVASE	ALTEPLASE FOR INJ 50 MG	85601010002110	-43.5%	\$0.00	Y
ADVATE INJ 1000UNIT	Hematological Agents	ADVATE	ANTHEMOPHILIC FACTOR RAHF-PFM FOR INJ 1000 UNIT	85100010252140	-40.5%	\$0.00	Y
ADVATE INJ 1500UNIT	Hematological Agents	ADVATE	ANTHEMOPHILIC FACTOR RAHF-PFM FOR INJ 1500 UNIT	85100010252150	-40.5%	\$0.00	Y
ADVATE INJ 2000UNIT	Hematological Agents	ADVATE	ANTHEMOPHILIC FACTOR RAHF-PFM FOR INJ 2000 UNIT	85100010252170	-40.5%	\$0.00	Y
ADVATE INJ 2500UNIT	Hematological Agents	ADVATE	ANTHEMOPHILIC FACTOR RAHF-PFM FOR INJ 2500 UNIT	85100010252120	-40.5%	\$0.00	Y
ADVATE INJ 3000UNIT	Hematological Agents	ADVATE	ANTHEMOPHILIC FACTOR RAHF-PFM FOR INJ 3000 UNIT	85100010252190	-40.5%	\$0.00	Y
ADVATE INJ 4000UNIT	Hematological Agents	ADVATE	ANTHEMOPHILIC FACTOR RAHF-PFM FOR INJ 4000 UNIT	85100010252165	-40.5%	\$0.00	Y
ADVATE INJ 5000UNIT	Hematological Agents	ADVATE	ANTHEMOPHILIC FACTOR RAHF-PFM FOR INJ 5000 UNIT	85100010252180	-40.5%	\$0.00	Y
BENEFIX INJ 1000UNIT	Hematological Agents	BENEFIX	COAGULATION FACTOR IX (RECOMBINANT) FOR INJ 1000 UNIT	85100020202140	-16.5%	\$0.00	Y
BENEFIX INJ 2000UNIT	Hematological Agents	BENEFIX	COAGULATION FACTOR IX (RECOMBINANT) FOR INJ 2000 UNIT	85100020202150	-16.5%	\$0.00	Y
BENEFIX INJ 2500UNIT	Hematological Agents	BENEFIX	COAGULATION FACTOR IX (RECOMBINANT) FOR INJ 2500 UNIT	85100020202120	-16.5%	\$0.00	Y

Benefit Name	Benefit Type	Benefit Description	Benefit Code	Benefit Amount	Benefit Status	Benefit Start Date	Benefit End Date	Benefit Rate	Benefit Category
BENEFIX INJ 3000UNIT	Hematological Agents	COAGULATION FACTOR IX (RECOMBINANT) FOR INJ 3000 UNIT	8510020202160	\$0.00	-16.5%				Y
BENEFIX INJ 500UNIT	Hematological Agents	COAGULATION FACTOR IX (RECOMBINANT) FOR INJ 500 UNIT	8510020202130	\$0.00	-16.5%				Y
ENOXAPARIN INJ 100MG/ML	Hematological Agents	ENOXAPARIN SODIUM INJ 100 MG/ML	831010201020116	\$0.00	-18.0%				N
ENOXAPARIN INJ 120x0.8	Hematological Agents	ENOXAPARIN SODIUM INJ 120 MG/0.8ML	831010201020118	\$0.00	-18.0%				N
ENOXAPARIN INJ 150MG/ML	Hematological Agents	ENOXAPARIN SODIUM INJ 150 MG/ML	83101020102020	\$0.00	-18.0%				N
ENOXAPARIN INJ 300x3ML	Hematological Agents	ENOXAPARIN SODIUM INJ 300 MG/0.3ML	831010201020212	\$0.00	-18.0%				N
ENOXAPARIN INJ 300x3ML	Hematological Agents	ENOXAPARIN SODIUM INJ 300 MG/0.3ML	831010201020205	\$0.00	-18.0%				N
ENOXAPARIN INJ 400x4ML	Hematological Agents	ENOXAPARIN SODIUM INJ 400 MG/0.4ML	831010201020113	\$0.00	-18.0%				N
ENOXAPARIN INJ 600x5ML	Hematological Agents	ENOXAPARIN SODIUM INJ 600 MG/0.5ML	831010201020115	\$0.00	-18.0%				N
ENOXAPARIN INJ 800x3ML	Hematological Agents	ENOXAPARIN SODIUM INJ 800 MG/0.3ML	831010201020121	\$0.00	-18.0%				N
FEIBA NF INJ	Hematological Agents	ANTIINHIBITOR COAGULANT COMPLEX FOR INJ**	85100202002100	\$0.00	-33.0%				Y
FEIBA VH INJ	Hematological Agents	ANTIINHIBITOR COAGULANT COMPLEX FOR INJ**	85100202002100	\$0.00	-33.0%				Y
FRAXTIV INJ 30MG/3ML	Hematological Agents	ICATIBANT ACETATE INJ 30 MG/0.3ML (BASE EQUIVALENT)	852200100102020	\$0.00	-13.5%				Y
KALBITOR	Hematological Agents	ECALLANTIDE INJ 10 MG/ML	852200100102020	\$0.00	-13.5%				Y
LOVENOX INJ 100MG/ML	Hematological Agents	ENOXAPARIN SODIUM INJ 100 MG/ML	831010201020116	\$0.00	-18.0%				N
LOVENOX INJ 120x0.8	Hematological Agents	ENOXAPARIN SODIUM INJ 120 MG/0.8ML	831010201020118	\$0.00	-18.0%				N
LOVENOX INJ 150MG/ML	Hematological Agents	ENOXAPARIN SODIUM INJ 150 MG/ML	83101020102020	\$0.00	-18.0%				N
LOVENOX INJ 300x3ML	Hematological Agents	ENOXAPARIN SODIUM INJ 300 MG/0.3ML	831010201020212	\$0.00	-18.0%				N
LOVENOX INJ 300x3ML	Hematological Agents	ENOXAPARIN SODIUM INJ 300 MG/0.3ML	831010201020205	\$0.00	-18.0%				N
LOVENOX INJ 400x4ML	Hematological Agents	ENOXAPARIN SODIUM INJ 400 MG/0.4ML	831010201020113	\$0.00	-18.0%				N
LOVENOX INJ 600x5ML	Hematological Agents	ENOXAPARIN SODIUM INJ 600 MG/0.5ML	831010201020115	\$0.00	-18.0%				N
LOVENOX INJ 800x3ML	Hematological Agents	ENOXAPARIN SODIUM INJ 800 MG/0.3ML	831010201020121	\$0.00	-18.0%				N
MONONINE INJ 1000UNIT	Hematological Agents	COAGULATION FACTOR IX FOR INJ 1000 UNIT	8510002002180	\$0.00	-30.5%				Y
MONONINE INJ 250UNIT	Hematological Agents	COAGULATION FACTOR IX FOR INJ 250 UNIT	8510002002180	\$0.00	-30.5%				Y
MONONINE INJ 500UNIT	Hematological Agents	COAGULATION FACTOR IX FOR INJ 500 UNIT	8510002002170	\$0.00	-30.5%				Y
RECOMBINATE INJ	Hematological Agents	ANTITHROMBOPHILIC FACTOR (RECOMBINANT) FOR INJ 1801-2400 UNIT	85100010202155	\$0.00	-38.5%				Y
RECOMBINATE INJ 220-480	Hematological Agents	ANTITHROMBOPHILIC FACTOR (RECOMBINANT) FOR INJ 220-400 UNIT	85100010202115	\$0.00	-38.5%				Y
RECOMBINATE INJ 401-860	Hematological Agents	ANTITHROMBOPHILIC FACTOR (RECOMBINANT) FOR INJ 401-1300 UNIT	85100010202125	\$0.00	-38.5%				Y
RECOMBINATE INJ 801-1240	Hematological Agents	ANTITHROMBOPHILIC FACTOR (RECOMBINANT) FOR INJ 801-1200 UNIT	85100010202135	\$0.00	-39.5%				Y
RUASTAP SOL 1GM	Hematological Agents	PERINGEN CONC (HUMAN) INJ APPROXIMATELY 1 GM (900-1300 MG)	8510003002120	\$0.00	-26.0%				Y
WILATE INJ	Hematological Agents	ANTITHROMBOPHILIC FACTOR (HUMAN) FOR INJ 500-500 UNIT	85100015102128	\$0.00	-28.0%				Y
XYNTHA INJ 1000UNIT	Hematological Agents	ANTITHROMBOPHILIC FACTOR RECOMBINANT PAF FOR INJ KIT 1000 UNIT	85100010266440	\$0.00	-21.5%				Y
XYNTHA INJ 2000UNIT	Hematological Agents	ANTITHROMBOPHILIC FACTOR RECOMBINANT PAF FOR INJ KIT 2000 UNIT	85100010266460	\$0.00	-21.5%				Y
XYNTHA INJ 250UNIT	Hematological Agents	ANTITHROMBOPHILIC FACTOR RECOMBINANT PAF FOR INJ KIT 250 UNIT	85100010266420	\$0.00	-21.5%				Y
XYNTHA INJ 500UNIT	Hematological Agents	ANTITHROMBOPHILIC FACTOR RECOMBINANT PAF FOR INJ KIT 500 UNIT	85100010266430	\$0.00	-21.5%				Y
XYNTHA SOLOF INJ 2000UNIT	Hematological Agents	ANTITHROMBOPHILIC FACTOR RECOMBINANT PAF FOR INJ KIT 2000 UNIT	85100010266470	\$0.00	-21.5%				Y
XYNTHA SOLOF INJ 3000UNIT	Hematological Agents	ANTITHROMBOPHILIC FACTOR RECOMBINANT PAF FOR INJ KIT 3000 UNIT	85100010266460	\$0.00	-21.5%				Y
XYNTHA SOLOF INJ 500UNIT	Hematological Agents	ANTITHROMBOPHILIC FACTOR RECOMBINANT PAF FOR INJ KIT 500 UNIT	85100010266430	\$0.00	-21.5%				Y
XYNTHA SOLOF KIT 250UNIT	Hematological Agents	ANTITHROMBOPHILIC FACTOR RECOMBINANT PAF FOR INJ KIT 250 UNIT	85100010266420	\$0.00	-21.5%				Y
VPRIV INJ 400UNIT	Hematological Agents	VELAGLUCERASE ALFA FOR INJ 400 UNIT	82700005102120	\$0.00	-14.0%				Y
ARANESP INJ 100MCG	Hematopoietic Agent	DARBEPOETIN ALFA-POLYSORBATE 80 SOLN INJ 100 MCG/0.5ML	82401015112043	\$0.00	-17.5%				Y
ARANESP INJ 150MCG	Hematopoietic Agent	DARBEPOETIN ALFA-POLYSORBATE 80 SOLN INJ 150 MCG/0.3ML	82401015112048	\$0.00	-17.5%				Y
ARANESP INJ 200MCG	Hematopoietic Agent	DARBEPOETIN ALFA-POLYSORBATE 80 SOLN INJ 200 MCG/0.4ML	82401015120054	\$0.00	-17.5%				Y
ARANESP INJ 250MCG	Hematopoietic Agent	DARBEPOETIN ALFA-POLYSORBATE 80 SOLN INJ 25 MCG/0.42ML	82401015112014	\$0.00	-17.5%				Y
ARANESP INJ 300MCG	Hematopoietic Agent	DARBEPOETIN ALFA-POLYSORBATE 80 SOLN INJ 300 MCG/0.5ML	82401015112024	\$0.00	-17.5%				Y
ARANESP INJ 40MCG	Hematopoietic Agent	DARBEPOETIN ALFA-POLYSORBATE 80 SOLN INJ 40 MCG/0.4ML	82401015112075	\$0.00	-17.5%				Y
ARANESP INJ 50MCG	Hematopoietic Agent	DARBEPOETIN ALFA-POLYSORBATE 80 SOLN INJ 50 MCG/0.5ML	82401015112034	\$0.00	-17.5%				Y
EPGEN INJ 1000U/ML	Hematopoietic Agent	EPOETIN ALFA INJ 1000U/ML	82401020002040	\$0.00	-10.0%				Y
EPGEN INJ 2000U/ML	Hematopoietic Agent	EPOETIN ALFA INJ 2000U/ML	82401020002010	\$0.00	-10.0%				Y
EPGEN INJ 3000U/ML	Hematopoietic Agent	EPOETIN ALFA INJ 3000U/ML	82401020002050	\$0.00	-10.0%				Y
EPGEN INJ 4000U/ML	Hematopoietic Agent	EPOETIN ALFA INJ 4000U/ML	82401020002015	\$0.00	-10.0%				Y
LEUKINE INJ 250MCG	Hematopoietic Agent	SARGRAMOSTIM LYOPHILIZED FOR INJ 250 MCG	82402050002120	\$0.00	-15.5%				Y
LEUKINE INJ 500 MCG	Hematopoietic Agent	SARGRAMOSTIM LYOPHILIZED FOR INJ 500 MCG	82402050002125	\$0.00	-15.5%				Y
MOZOBIL INJ	Hematopoietic Agent	PLEURAXOR SUBCUTANEOUS INJ 24 MCG/ 2ML (20 IIC/ML)	825020600020220	\$0.00	-16.5%				Y
NEULASTA INJ 8MG/0.8ML	Hematopoietic Agent	PEGFILGRASTIM INJ 8 MCG/0.8ML	824015700020220	\$0.00	-16.5%				Y
NEULASTA INJ 8MG	Hematopoietic Agent	DPFELGRASTIM FOR INJ 8 MCG	8240157000202120	\$0.00	-16.5%				Y
NEULOGEN INJ 300U/5	Hematopoietic Agent	FLGRASTIM INJ 300 MCG/0.5ML (500 MCG/ML)	8240152000202110	\$0.00	-15.5%				Y
NEULOGEN INJ 300MCG	Hematopoietic Agent	FLGRASTIM INJ 300 MCG/ML	8240152000202110	\$0.00	-15.5%				Y
NEULOGEN INJ 480U/8	Hematopoietic Agent	FLGRASTIM INJ 480 MCG/0.8ML (600 MCG/ML)	8240152000202118	\$0.00	-15.5%				Y
NEULOGEN INJ 480MCG	Hematopoietic Agent	FLGRASTIM INJ 480 MCG/0.8ML (300 MCG/ML)	8240152000202112	\$0.00	-15.5%				Y

CYTOSAM	INJ	Immunizing Agent	CYTOSAM	IMMUNE GLOBULIN (HUMAN) IV INJ	1910005002200	-25.0%	\$0.00	Y
FLEBOGAMMA	INJ 10%	Immunizing Agent	FLEBOGAMMA	IMMUNE GLOBULIN (HUMAN) IV SOLN 20 GM/200ML	19100020102076	-24.0%	\$0.00	Y
FLEBOGAMMA	INJ 5%	Immunizing Agent	FLEBOGAMMA	IMMUNE GLOBULIN (HUMAN) IV SOLN 0.5 GM/100ML	19100020102076	-24.0%	\$0.00	Y
FLEBOGAMMA	INJ DIF 5%	Immunizing Agent	FLEBOGAMMA	IMMUNE GLOBULIN (HUMAN) IV SOLN 20 GM/400ML	19100020102044	-24.0%	\$0.00	Y
GAMASTAN SD INJ		Immunizing Agent	GAMASTAN SD	IMMUNE GLOBULIN (HUMAN) INJ	19100020002109	-12.5%	\$0.00	Y
GAMMAGARD	INJ 10GM/100	Immunizing Agent	GAMMAGARD	IMMUNE GLOBULIN (HUMAN) IV OR SUBCUTANEOUS SOLN 10 GM/100ML	19100020002072	-43.0%	\$0.00	Y
GAMMAGARD	INJ 1GM/10ML	Immunizing Agent	GAMMAGARD	IMMUNE GLOBULIN (HUMAN) IV OR SUBCUTANEOUS SOLN 1 GM/10ML	19100020002060	-43.0%	\$0.00	Y
GAMMAGARD	INJ 2.5GM/25	Immunizing Agent	GAMMAGARD	IMMUNE GLOBULIN (HUMAN) IV OR SUBCUTANEOUS SOLN 2.5 GM/25ML	19100020002064	-43.0%	\$0.00	Y
GAMMAGARD	INJ 20GM/200	Immunizing Agent	GAMMAGARD	IMMUNE GLOBULIN (HUMAN) IV OR SUBCUTANEOUS SOLN 20 GM/200ML	19100020002076	-43.0%	\$0.00	Y
GAMMAGARD	INJ 30GM/300	Immunizing Agent	GAMMAGARD	IMMUNE GLOBULIN (HUMAN) IV OR SUBCUTANEOUS SOLN 30 GM/300ML	19100020002068	-43.0%	\$0.00	Y
GAMMAGARD	INJ 5GM/50ML	Immunizing Agent	GAMMAGARD	IMMUNE GLOBULIN (HUMAN) IV FOR SOLN 10 GM	19100020002130	-56.0%	\$0.00	Y
GAMMAGARD SD INJ 10GM HU		Immunizing Agent	GAMMAGARD SD	IMMUNE GLOBULIN (HUMAN) IV FOR SOLN 2.5 GM	19100020102115	-56.0%	\$0.00	Y
GAMMAGARD SD INJ 5GM HU		Immunizing Agent	GAMMAGARD SD	IMMUNE GLOBULIN (HUMAN) IV FOR SOLN 5 GM	19100020102120	-56.0%	\$0.00	Y
GAMMAGARD SD INJ 5GM HU		Immunizing Agent	GAMMAGARD SD	IMMUNE GLOBULIN (HUMAN) IV FOR SOLN 20 GM/200ML	19100020102076	-30.0%	\$0.00	Y
GAMMAGARD SD INJ 10GM HU		Immunizing Agent	GAMMAGARD SD	IMMUNE GLOBULIN (HUMAN) IV OR SUBCUTANEOUS SOLN 10 GM/100ML	19100020002072	-33.0%	\$0.00	Y
GAMMAGARD SD INJ 2.5GM HU		Immunizing Agent	GAMMAGARD SD	IMMUNE GLOBULIN (HUMAN) IV OR SUBCUTANEOUS SOLN 2.5 GM/25ML	19100020002064	-33.0%	\$0.00	Y
GAMMAGARD SD INJ 20GM HU		Immunizing Agent	GAMMAGARD SD	IMMUNE GLOBULIN (HUMAN) IV OR SUBCUTANEOUS SOLN 20 GM/200ML	19100020002076	-33.0%	\$0.00	Y
GAMMAGARD SD INJ 30GM HU		Immunizing Agent	GAMMAGARD SD	IMMUNE GLOBULIN (HUMAN) IV OR SUBCUTANEOUS SOLN 30 GM/300ML	19100020002068	-33.0%	\$0.00	Y
GAMMAGARD SD INJ 5GM HU		Immunizing Agent	GAMMAGARD SD	IMMUNE GLOBULIN (HUMAN) INJ 150 UNIT/ML	19100045002205	-12.5%	\$0.00	Y
GAMMAGARD SD INJ 10GM HU		Immunizing Agent	GAMMAGARD SD	RHO D IMMUNE GLOBULIN (HUMAN) INJ 300 MCG	19100045002220	-1.0%	\$0.00	Y
GAMMAGARD SD INJ 15GM HU		Immunizing Agent	GAMMAGARD SD	RHO D IMMUNE GLOBULIN (HUMAN) INJ 1500 UNIT/2ML (300 MCG/2ML)	19100045002215	-13.5%	\$0.00	Y
GAMMAGARD SD INJ 20GM HU		Immunizing Agent	GAMMAGARD SD	SCULIZUMAB IV SOLN 100 MCG/ML (FOR INFUSION)	19100045002220	-13.5%	\$0.00	Y
GAMMAGARD SD INJ 30GM HU		Immunizing Agent	GAMMAGARD SD	PALIVIZUMAB IM SOLN 50 MCG/5ML	19100045002202	-13.5%	\$0.00	Y
GAMMAGARD SD INJ 40GM HU		Immunizing Agent	GAMMAGARD SD	PALIVIZUMAB IM SOLN 100 MCG/10ML	19100045002205	-13.5%	\$0.00	Y
GAMMAGARD SD INJ 50GM HU		Immunizing Agent	GAMMAGARD SD	RHO D IMMUNE GLOBULIN (HUMAN) INJ 15000 UNIT/100ML	19100045002205	-26.0%	\$0.00	Y
GAMMAGARD SD INJ 60GM HU		Immunizing Agent	GAMMAGARD SD	RHO D IMMUNE GLOBULIN (HUMAN) INJ 1500 UNIT/15ML	19100045002205	-26.0%	\$0.00	Y
GAMMAGARD SD INJ 70GM HU		Immunizing Agent	GAMMAGARD SD	RHO D IMMUNE GLOBULIN (HUMAN) INJ 2500 UNIT/25ML	19100045002205	-26.0%	\$0.00	Y
GAMMAGARD SD INJ 80GM HU		Immunizing Agent	GAMMAGARD SD	RHO D IMMUNE GLOBULIN (HUMAN) INJ 5000 UNIT/50ML	19100045002205	-26.0%	\$0.00	Y
GAMMAGARD SD INJ 90GM HU		Immunizing Agent	GAMMAGARD SD	BELIUMAB FOR IV SOLN 120 MS	19100045002205	-26.0%	\$0.00	Y
GAMMAGARD SD INJ 100GM HU		Immunizing Agent	GAMMAGARD SD	BELIUMAB FOR IV SOLN 400 MS	19100045002210	-14.5%	\$0.00	Y
GAMMAGARD SD INJ 150GM HU		Immunizing Agent	GAMMAGARD SD	RABIES IMMUNE GLOBULIN (HUMAN) INJ 150 UNIT/ML	19100045002205	-15.0%	\$0.00	Y
GAMMAGARD SD INJ 200GM HU		Immunizing Agent	GAMMAGARD SD	TOCILIZUMAB IV INJ 200 MCG/20ML	19100045002205	-13.0%	\$0.00	Y
GAMMAGARD SD INJ 300GM HU		Immunizing Agent	GAMMAGARD SD	TOCILIZUMAB IV INJ 400 MCG/40ML	19100045002205	-13.0%	\$0.00	Y
GAMMAGARD SD INJ 400GM HU		Immunizing Agent	GAMMAGARD SD	TOCILIZUMAB IV INJ 80 MCG/8ML	19100045002205	-13.0%	\$0.00	Y
GAMMAGARD SD INJ 500GM HU		Immunizing Agent	GAMMAGARD SD	ETANERCEPT FOR INJ 200 MG	19100045002205	-16.5%	\$0.00	N
GAMMAGARD SD INJ 600GM HU		Immunizing Agent	GAMMAGARD SD	ETANERCEPT FOR SUBCUTANEOUS INJ 25 MCG/0.5ML	19100045002205	-15.0%	\$0.00	Y
GAMMAGARD SD INJ 700GM HU		Immunizing Agent	GAMMAGARD SD	ETANERCEPT FOR SUBCUTANEOUS INJ RT 25 MS	19100045002205	-15.0%	\$0.00	Y
GAMMAGARD SD INJ 800GM HU		Immunizing Agent	GAMMAGARD SD	ETANERCEPT SUBCUTANEOUS INJ 50 MCG/ML	19100045002205	-15.0%	\$0.00	Y
GAMMAGARD SD INJ 900GM HU		Immunizing Agent	GAMMAGARD SD	ETANERCEPT SUBCUTANEOUS INJ 50 MCG/ML	19100045002205	-15.0%	\$0.00	Y
GAMMAGARD SD INJ 1000GM HU		Immunizing Agent	GAMMAGARD SD	ANAKINRA SUBCUTANEOUS INJ 100 MCG/0.7ML	19100045002205	-15.0%	\$0.00	Y
GAMMAGARD SD INJ 1500GM HU		Immunizing Agent	GAMMAGARD SD	GOLIMUMAB SUBCUTANEOUS INJ 60 MCG/0.5ML	19100045002205	-15.0%	\$0.00	Y
GAMMAGARD SD INJ 2000GM HU		Immunizing Agent	GAMMAGARD SD	LYMPHOCTE IMMUNE GLOBULIN ANTI-THYMOCYTE G INJ 50 MCG/ML (EC)	19100045002205	-14.6%	\$0.00	Y
GAMMAGARD SD INJ 3000GM HU		Immunizing Agent	GAMMAGARD SD	MYCOPHENOLATE MOFETIL FOR ORAL SUSP 200 MCG/ML	19100045002205	-13.0%	\$0.00	Y
GAMMAGARD SD INJ 4000GM HU		Immunizing Agent	GAMMAGARD SD	MYCOPHENOLATE MOFETIL TAB 500 MG	19100045002205	-13.0%	\$0.00	Y
GAMMAGARD SD INJ 5000GM HU		Immunizing Agent	GAMMAGARD SD	MYCOPHENOLATE MOFETIL TAB 500 MG	19100045002205	-13.0%	\$0.00	Y
GAMMAGARD SD INJ 6000GM HU		Immunizing Agent	GAMMAGARD SD	CYCLOSPORINE CAP 100MG	19100045002205	-13.0%	\$0.00	Y
GAMMAGARD SD INJ 7000GM HU		Immunizing Agent	GAMMAGARD SD	CYCLOSPORINE CAP 100MG	19100045002205	-32.0%	\$0.00	Y
GAMMAGARD SD INJ 8000GM HU		Immunizing Agent	GAMMAGARD SD	CYCLOSPORINE CAP 25 MG	19100045002205	-32.0%	\$0.00	Y
GAMMAGARD SD INJ 9000GM HU		Immunizing Agent	GAMMAGARD SD	CYCLOSPORINE CAP 25 MG	19100045002205	-32.0%	\$0.00	Y
GAMMAGARD SD INJ 10000GM HU		Immunizing Agent	GAMMAGARD SD	CYCLOSPORINE CAP 50MG MOD	19100045002205	-32.0%	\$0.00	Y
GAMMAGARD SD INJ 15000GM HU		Immunizing Agent	GAMMAGARD SD	CYCLOSPORINE CAP 50MG MOD	19100045002205	-32.0%	\$0.00	Y
GAMMAGARD SD INJ 20000GM HU		Immunizing Agent	GAMMAGARD SD	CYCLOSPORINE CAP 50MG MOD	19100045002205	-32.0%	\$0.00	Y
GAMMAGARD SD INJ 30000GM HU		Immunizing Agent	GAMMAGARD SD	CYCLOSPORINE SOL 100MG/ML	19100045002205	-32.0%	\$0.00	Y
GAMMAGARD SD INJ 40000GM HU		Immunizing Agent	GAMMAGARD SD	CYCLOSPORINE SOL 100MG/ML	19100045002205	-32.0%	\$0.00	Y
GAMMAGARD SD INJ 50000GM HU		Immunizing Agent	GAMMAGARD SD	CYCLOSPORINE SOL MODIFIED	19100045002205	-18.0%	\$0.00	Y
GAMMAGARD SD INJ 60000GM HU		Immunizing Agent	GAMMAGARD SD	GENGRAF CAP 100MG	19100045002205	-18.0%	\$0.00	Y
GAMMAGARD SD INJ 70000GM HU		Immunizing Agent	GAMMAGARD SD	GENGRAF CAP 25MG	19100045002205	-18.0%	\$0.00	Y
GAMMAGARD SD INJ 80000GM HU		Immunizing Agent	GAMMAGARD SD	GENGRAF SOL 100MG/ML	19100045002205	-18.0%	\$0.00	Y
GAMMAGARD SD INJ 90000GM HU		Immunizing Agent	GAMMAGARD SD	HECTORIA CAP 0.5MG	19100045002205	-18.0%	\$0.00	Y
GAMMAGARD SD INJ 100000GM HU		Immunizing Agent	GAMMAGARD SD	HECTORIA CAP 1MG	19100045002205	-18.0%	\$0.00	Y
GAMMAGARD SD INJ 150000GM HU		Immunizing Agent	GAMMAGARD SD	HECTORIA CAP 5MG	19100045002205	-18.0%	\$0.00	Y

MYCOPHENOLAT CAP 250MG	MYCOPHENOLAT	MYCOPHENOLATE MOFETIL TAB 500 MG	95403030100320	-84.0%	\$0.00	Y
MYCOPHENOLAT TAB 500MG	MYCOPHENOLAT	MYCOPHENOLATE MOFETIL TAB 500 MG	95403030100330	-84.0%	\$0.00	Y
MYFORTIC TAB 180MG	MYFORTIC	MYCOPHENOLATE SODIUM TAB DR 180 MG (MYCOPHENOLIC ACID EQUIV)	95403030300520	-10.0%	\$0.00	Y
MYFORTIC TAB 360MG	MYFORTIC	MYCOPHENOLATE SODIUM TAB DR 360 MG (MYCOPHENOLIC ACID EQUIV)	95403030300530	-10.0%	\$0.00	Y
NEORAL CAP 100MG	NEORAL	CYCLOSPORINE MODIFIED CAP 100 MG	95402020300150	-3.0%	\$0.00	Y
NEORAL CAP 25MG	NEORAL	CYCLOSPORINE MODIFIED CAP 25 MG	95402020300120	-3.0%	\$0.00	Y
NEORAL SOL 100MG/ML	NEORAL	CYCLOSPORINE MODIFIED ORAL SOLN 100 MG/ML	95402020300200	-3.0%	\$0.00	Y
NULOJX INJ 250MG	NULOJX	BELATACEPT FOR IV INFUSION 250 MG	9540408020002120	-14.5%	\$0.00	Y
PROGRAF CAP 0.5MG	PROGRAF	TACROLIMUS CAP 0.5 MG	954040800000195	-15.0%	\$0.00	Y
PROGRAF CAP 1MG	PROGRAF	TACROLIMUS CAP 1 MG	954040800000110	-15.0%	\$0.00	Y
PROGRAF CAP 5MG	PROGRAF	TACROLIMUS CAP 5 MG	954040800000120	-15.0%	\$0.00	Y
PROGRAF INJ 5MG/ML	PROGRAF	TACROLIMUS INJ 5 MG/ML	954040800000200	-8.0%	\$0.00	Y
RAPAMUNE SOL 1MG/ML	RAPAMUNE	SIRIOLIMUS ORAL SOLN 1 MG/ML	954040700000110	-11.0%	\$0.00	Y
RAPAMUNE TAB 0.5MG	RAPAMUNE	SIRIOLIMUS TAB 0.5 MG	954040700000310	-11.0%	\$0.00	Y
RAPAMUNE TAB 1MG	RAPAMUNE	SIRIOLIMUS TAB 1 MG	954040700000320	-11.0%	\$0.00	Y
RAPAMUNE TAB 2MG	RAPAMUNE	SIRIOLIMUS TAB 2 MG	954040700000330	-11.0%	\$0.00	Y
SANDIMMUNE CAP 100MG	SANDIMMUNE	CYCLOSPORINE CAP 100 MG	954020200000140	-5.5%	\$0.00	Y
SANDIMMUNE CAP 25MG	SANDIMMUNE	CYCLOSPORINE CAP 25 MG	954020200000110	-5.5%	\$0.00	Y
SANDIMMUNE INJ 50MG/ML	SANDIMMUNE	CYCLOSPORINE IV SOLN 50 MG/ML	954020200002005	-5.5%	\$0.00	Y
SANDIMMUNE SOL 100MG/ML	SANDIMMUNE	CYCLOSPORINE ORAL SOLN 100 MG/ML	954020200002010	-5.5%	\$0.00	Y
TACROLIMUS CAP 0.5MG	TACROLIMUS	TACROLIMUS CAP 0.5 MG	954040800000105	-50.0%	\$0.00	Y
TACROLIMUS CAP 1MG	TACROLIMUS	TACROLIMUS CAP 1 MG	954040800000110	-50.0%	\$0.00	Y
TACROLIMUS CAP 5MG	TACROLIMUS	TACROLIMUS CAP 5 MG	954040800000120	-50.0%	\$0.00	Y
TACROLIMUS POW	TACROLIMUS	TACROLIMUS (BUJO) POWDER	958042000002900	-15.0%	\$0.00	Y
TACROLIMUS POW MCNDRYD	TACROLIMUS	TACROLIMUS (BUJO) POWDER	958042000002900	-15.0%	\$0.00	Y
ZORTRESS TAB 0.5MG	ZORTRESS	EVEROLIMUS (BULO) POWDER	958042000002900	-15.0%	\$0.00	Y
ZORTRESS TAB 0.75MG	ZORTRESS	EVEROLIMUS TAB 0.25 MG	958042000002900	-15.0%	\$0.00	Y
ZORTRESS TAB 0.5MG	ZORTRESS	EVEROLIMUS TAB 0.5 MG	958042000002900	-15.0%	\$0.00	Y
ZORTRESS TAB 0.75MG	ZORTRESS	EVEROLIMUS TAB 0.75 MG	958042000002900	-15.0%	\$0.00	Y
ALERION INJ 50MG/ML	ALERION	HYDROXYGESTERONE CAPROATE IM INJ OIL 250 MG/ML	954040300000330	-14.0%	\$0.00	Y
AVONEX KIT 30MG	AVONEX	INTERFERON ALFA-2A INJ 5000000 UNIT/ML	264000101011710	-12.0%	\$0.00	Y
AVONEX PREFL KIT 30MG	AVONEX	INTERFERON BETA-1A FOR INJ KIT 30MG/0.5ML	264000101011710	-12.0%	\$0.00	Y
INTRONA INJ 100MU	INTRONA	INTERFERON BETA-1A FOR INJ KIT 30MG/0.5ML	62403060456430	-17.0%	\$0.00	Y
INTRONA INJ 180MU	INTRONA	INTERFERON BETA-1A FOR INJ KIT 30MG/0.5ML	62403060456430	-17.0%	\$0.00	Y
INTRONA INJ 250MU	INTRONA	INTERFERON BETA-1A FOR INJ KIT 30MG/0.5ML	62403060456430	-17.0%	\$0.00	Y
INTRONA INJ 500MU	INTRONA	INTERFERON BETA-1A FOR INJ KIT 30MG/0.5ML	62403060456430	-17.0%	\$0.00	Y
PEGASYS INJ 100MG/ML	PEGASYS	PEGINTERFERON ALFA-2A INJ 180 MCG/0.5ML	12333060052020	-13.5%	\$0.00	Y
PEGASYS INJ PROLOK	PEGASYS	PEGINTERFERON ALFA-2A INJ 180 MCG/0.5ML	12333060052020	-13.5%	\$0.00	Y
PEGASYS KIT	PEGASYS	PEGINTERFERON ALFA-2A INJ 180 MCG/0.5ML	12333060052020	-13.5%	\$0.00	Y
SYLATRON KIT 28MCG	SYLATRON	PEGINTERFERON ALFA-2A INJ 180 MCG/0.5ML	12333060052020	-13.5%	\$0.00	Y
SYLATRON KIT 44MCG	SYLATRON	PEGINTERFERON ALFA-2A INJ 180 MCG/0.5ML	12333060052020	-13.5%	\$0.00	Y
SYLATRON KIT 88MCG	SYLATRON	PEGINTERFERON ALFA-2A INJ 180 MCG/0.5ML	12333060052020	-13.5%	\$0.00	Y
CARBAGLU TAB 200MG	CARBAGLU	PEGINTERFERON ALFA-2A INJ 180 MCG/0.5ML	12333060052020	-13.5%	\$0.00	Y
HYPERTET SID INJ 250ML	HYPERTET SID	TETANUS IMMUNE GLOBULIN (HUMAN) INJ 250 UNIT/ML	21700070206410	-18.0%	\$0.00	Y
ONFI TAB 10MG	ONFI	PEGINTERFERON ALFA-2B FOR INJ KIT 288 MCG	21700070206420	-18.0%	\$0.00	Y
ONFI TAB 20MG	ONFI	PEGINTERFERON ALFA-2B FOR INJ KIT 288 MCG	21700070206420	-18.0%	\$0.00	Y
ONFI TAB 5MG	ONFI	PEGINTERFERON ALFA-2B FOR INJ KIT 288 MCG	21700070206420	-18.0%	\$0.00	Y
TRACLEER TAB 125MG	TRACLEER	BOSENTAN TAB 125 MG	40160015000330	-13.0%	\$0.00	Y
TRACLEER TAB 62.5MG	TRACLEER	BOSENTAN TAB 62.5 MG	40160015000330	-13.0%	\$0.00	Y
EUFLEXA INJ 100MG/ML	EUFLEXA	SODIUM HYALURONATE INTRA-ARTICULAR INJ 20 MG/2ML	75800070102024	-12.0%	\$0.00	Y
APOKYN INJ	APOKYN	APOMORPHINE HYDROCHLORIDE INJ 40 MG/ML	75800070102020	-14.0%	\$0.00	Y
HYALGAN INJ 20MG/2ML	HYALGAN	SODIUM HYALURONATE INTRA-ARTICULAR INJ 20 MG/2ML	75800070102024	-14.0%	\$0.00	Y
RYNAXIN INJ 100MG/ML	RYNAXIN	SODIUM HYALURONATE INTRA-ARTICULAR INJ 20 MG/2ML	75800070102024	-14.0%	\$0.00	Y
RYNAXIN INJ 200MG/ML	RYNAXIN	SODIUM HYALURONATE INTRA-ARTICULAR INJ 20 MG/2ML	75800070102024	-14.0%	\$0.00	Y
RYNAXIN INJ 400MG/ML	RYNAXIN	SODIUM HYALURONATE INTRA-ARTICULAR INJ 20 MG/2ML	75800070102024	-14.0%	\$0.00	Y
RYNAXIN INJ 800MG/ML	RYNAXIN	SODIUM HYALURONATE INTRA-ARTICULAR INJ 20 MG/2ML	75800070102024	-14.0%	\$0.00	Y
DYSPORT INJ 500UNIT	DYSPORT	ONABOTULINUM TOXINA FOR INJ 100 UNIT	74400020052120	-5.5%	\$0.00	Y
DYSPORT INJ 1000UNIT	DYSPORT	ONABOTULINUM TOXINA FOR INJ 100 UNIT	74400020052120	-5.5%	\$0.00	Y
DYSPORT INJ 3000UNIT	DYSPORT	ONABOTULINUM TOXINA FOR INJ 100 UNIT	74400020052120	-5.5%	\$0.00	Y
DYSPORT INJ 5000UNIT	DYSPORT	ONABOTULINUM TOXINA FOR INJ 100 UNIT	74400020052120	-5.5%	\$0.00	Y
MYOBLOC INJ 25000IU	MYOBLOC	RYMBOBOTULINUM TOXIN B INJ 25000 UNIT/0.5ML	74400020102022	-13.0%	\$0.00	Y
MYOBLOC INJ 50000IU	MYOBLOC	RYMBOBOTULINUM TOXIN B INJ 25000 UNIT/0.5ML	74400020102022	-13.0%	\$0.00	Y

ORTHOVISC INJ 15MG/5ML	NEUROMUSCULAR AGENTS	ORTHOVISC	HYALURONAN INTRA-ARTICULAR INJ 15 MG/5ML	-13.0%	\$0.00	Y
SUPARTZ	Neuromuscular Agents	ORTHOVISC	HYALURONAN INTRA-ARTICULAR INJ 15 MG/5ML	-13.0% <td>\$0.00</td> <td>Y</td>	\$0.00	Y
SYNISC ONE INJ 8MG/5ML	Neuromuscular Agents	SYNISC ONE	SODIUM HYALURONATE INTRA-ARTICULAR INJ 8 MG/5ML	-27.0% <td>\$0.00</td> <td>Y</td>	\$0.00	Y
XEOMIN INJ 100UNIT	Neuromuscular Agents	XEOMIN	INCUBOTULINUMTOXINA FOR INJ 100 UNIT	-13.5% <td>\$0.00</td> <td>Y</td>	\$0.00	Y
XEOMIN INJ 50 UNIT	Neuromuscular Agents	XEOMIN	INCUBOTULINUMTOXINA FOR INJ 50 UNIT	-9.5% <td>\$0.00</td> <td>Y</td>	\$0.00	Y
JETREA INJ 2.5MG/5ML	Neuromuscular Agents	JETREA	OCRIPIPTOLINUM INTRA-ARTICULAR FOR INJ 2.5 MG/5ML (2.5 MG/5ML)	-9.5% <td>\$0.00</td> <td>Y</td>	\$0.00	Y
LUCENTIS SOL 0.3MG	Ophthalmic Agent	LUCENTIS	RANIBIZUMAB INTRA-ARTICULAR INJ 0.3 MG/0.05ML (0.3 MG/0.05ML)	-15.0% <td>\$0.00</td> <td>N</td>	\$0.00	N
LUCENTIS SOL 0.5MG	Ophthalmic Agent	LUCENTIS	RANIBIZUMAB INTRA-ARTICULAR INJ 0.5 MG/0.05ML (0.5 MG/0.05ML)	-15.5% <td>\$0.00</td> <td>Y</td>	\$0.00	Y
EYLEA INJ 20.05ML	Ophthalmic Agents	EYLEA	AFIBERGCEPT INTRA-ARTICULAR INJ 2 MG/0.05ML (40 MG/5ML)	-11.0% <td>\$0.00</td> <td>Y</td>	\$0.00	Y
MACUGEN INJ	Ophthalmic Agents	MACUGEN	PEGAPATANB SODIUM INTRA-ARTICULAR INJ 0.3 MG/0.05ML (40 MG/5ML)	-13.5% <td>\$0.00</td> <td>Y</td>	\$0.00	Y
CUZURDEX IMP 0.7MG	Ophthalmic Agents	CUZURDEX	DEXAMETHASONE INTRA-ARTICULAR IMPLANT 0.7 MG	-12.5% <td>\$0.00</td> <td>Y</td>	\$0.00	Y
VISUDYNE INJ 15MG	Ophthalmic Agents	VISUDYNE	VERTEPORFIN FOR IV SOLN 15 MG (2 MG/5ML)	-11.0% <td>\$0.00</td> <td>Y</td>	\$0.00	Y
SANDOSTATIN INJ 100MGCG	Other Misc. Therapeutic Agent	SANDOSTATIN	OCTREOTIDE ACETATE INJ 100 MG/5ML (1 MG/5ML)	-15.0% <td>\$0.00</td> <td>Y</td>	\$0.00	Y
SANDOSTATIN INJ 200MGCG	Other Misc. Therapeutic Agent	SANDOSTATIN	OCTREOTIDE ACETATE INJ 200 MG/5ML (0.2 MG/5ML)	-15.0% <td>\$0.00</td> <td>Y</td>	\$0.00	Y
SANDOSTATIN INJ 500MGCG	Other Misc. Therapeutic Agent	SANDOSTATIN	OCTREOTIDE ACETATE INJ 500 MG/5ML (0.5 MG/5ML)	-15.0% <td>\$0.00</td> <td>Y</td>	\$0.00	Y
SANDOSTATIN INJ 500MGCG	Other Misc. Therapeutic Agent	SANDOSTATIN	OCTREOTIDE ACETATE INJ 500 MG/5ML (0.5 MG/5ML)	-15.0% <td>\$0.00</td> <td>Y</td>	\$0.00	Y
SANDOSTATIN KIT LAR 10MG	Other Misc. Therapeutic Agent	SANDOSTATIN	OCTREOTIDE ACETATE FOR IM INJ KIT 10 MG	-15.0% <td>\$0.00</td> <td>Y</td>	\$0.00	Y
SANDOSTATIN KIT LAR 20MG	Other Misc. Therapeutic Agent	SANDOSTATIN	OCTREOTIDE ACETATE FOR IM INJ KIT 20 MG	-15.0% <td>\$0.00</td> <td>Y</td>	\$0.00	Y
SANDOSTATIN KIT LAR 30MG	Other Misc. Therapeutic Agent	SANDOSTATIN	OCTREOTIDE ACETATE FOR IM INJ KIT 30 MG	-15.0% <td>\$0.00</td> <td>Y</td>	\$0.00	Y
FORTEO SOL 600224	Parathyroid	FORTEO	TERIPARATIDE (RECOMBINANT) INJ 600 MCG/24ML	-14.0% <td>\$0.00</td> <td>Y</td>	\$0.00	Y
FORTEO STARTER KIT	Parathyroid	FORTEO STARTER KIT	FORTEO PATIENT STARTER KIT FOR EXSOL MAIL SERVICE	-14.0% <td>\$0.00</td> <td>Y</td>	\$0.00	Y
MACALGIN INJ 200ML	Paralytic	MACALGIN	CALCIOTONIN (SALMON) INJ 200 UNIT/ML	-7.0% <td>\$0.00</td> <td>Y</td>	\$0.00	Y
SILDENAFIL TAB 20MG	Phosphodiesterase 5 Enzyme Inhibitor	SILDENAFIL	SILDENAFIL CITRATE TAB 20 MG	-82.0% <td>\$0.00</td> <td>Y</td>	\$0.00	Y
EPOPROSTENOL INJ 0.5MG	Prostaglandin	EPOPROSTENOL	EPOPROSTENOL SODIUM FOR INJ 0.5 MG	-10.0% <td>\$0.00</td> <td>N</td>	\$0.00	N
EPOPROSTENOL INJ 1.5MG	Prostaglandin	EPOPROSTENOL	EPOPROSTENOL SODIUM FOR INJ 1.5 MG	-10.0% <td>\$0.00</td> <td>N</td>	\$0.00	N
VELETRI INJ 0.5MG	Prostaglandin	VELETRI	EPOPROSTENOL SODIUM FOR INJ 0.5 MG	-10.0% <td>\$0.00</td> <td>N</td>	\$0.00	N
VELETRI INJ 1.5MG	Prostaglandin	VELETRI	EPOPROSTENOL SODIUM FOR INJ 1.5 MG	-10.0% <td>\$0.00</td> <td>N</td>	\$0.00	N
AMPIRYA TAB 10MG	Psychotropic & Neurological Agent	AMPIRYA	DALFAMPRIONE TAB 8R 19HR 10 MG	-10.0% <td>\$0.00</td> <td>Y</td>	\$0.00	Y
BETASERON INJ 0.3MG	Psychotropic & Neurological Agent	BETASERON	INTERFERON BETA-1B FOR INJ 0.3 MS	-17.0% <td>\$0.00</td> <td>Y</td>	\$0.00	Y
COPAXONE KIT 20MG/5ML	Psychotropic & Neurological Agent	COPAXONE	GLATIRAMER ACETATE INJ KIT 20 MG/5ML	-16.0% <td>\$0.00</td> <td>Y</td>	\$0.00	Y
GILENYA INJ 0.3MG	Psychotropic & Neurological Agent	GILENYA	INTERFERON BETA-1A INJ 0.3 MG	-16.5% <td>\$0.00</td> <td>Y</td>	\$0.00	Y
GILENYA CAP 0.5MG	Psychotropic & Neurological Agent	GILENYA	INTERFERON BETA-1A CAP 0.5 MG (BASE EQUIV)	-18.5% <td>\$0.00</td> <td>Y</td>	\$0.00	Y
REBIF INJ 22/0.5	Psychotropic & Neurological Agent	REBIF	INTERFERON BETA-1A INJ 22 MCG/0.5ML (24U/0.5ML) (44 MCG/1ML)	-18.5% <td>\$0.00</td> <td>Y</td>	\$0.00	Y
REBIF INJ 44/0.5	Psychotropic & Neurological Agent	REBIF	INTERFERON BETA-1A INJ 44 MCG/0.5ML (24U/0.5ML) (88 MCG/1ML)	-18.5% <td>\$0.00</td> <td>Y</td>	\$0.00	Y
REBIF REBIDO INJ 22/0.5	Psychotropic & Neurological Agent	REBIF REBIDO	INTERFERON BETA-1A INJ 22 MCG/0.5ML (24U/0.5ML) (44 MCG/1ML)	-16.5% <td>\$0.00</td> <td>Y</td>	\$0.00	Y
REBIF REBIDO INJ 44/0.5	Psychotropic & Neurological Agent	REBIF REBIDO	INTERFERON BETA-1A INJ 44 MCG/0.5ML (24U/0.5ML) (88 MCG/1ML)	-16.5% <td>\$0.00</td> <td>Y</td>	\$0.00	Y
REBIF REBIDO SOL TITRATN	Psychotropic & Neurological Agent	REBIF REBIDO	INTERFERON BETA-1A INJ 44 MCG/0.5ML (24U/0.5ML) (88 MCG/1ML)	-18.5% <td>\$0.00</td> <td>Y</td>	\$0.00	Y
REBIF TITRIN SOL PACK	Psychotropic & Neurological Agent	REBIF TITRIN	INTERFERON BETA-1A INJ 6 X 3.8 MCG/0.2ML & 6 X 22 MCG/0.5ML	-18.5% <td>\$0.00</td> <td>Y</td>	\$0.00	Y
TYXSABRI INJ	Psychotropic & Neurological Agent	TYXSABRI	RYANZUMAB FOR IV INJ CONC-300 MGS/15ML	-18.0% <td>\$0.00</td> <td>Y</td>	\$0.00	Y
AUBAGIO TAB 14MG	Pyrimidine Synthase Inhibitor	AUBAGIO	TERIFLUNOMIDE TAB 14 MG	-12.5% <td>\$0.00</td> <td>Y</td>	\$0.00	Y
AUBAGIO TAB 7MG	Pyrimidine Synthase Inhibitor	AUBAGIO	TERIFLUNOMIDE TAB 7 MG	-15.0% <td>\$0.00</td> <td>Y</td>	\$0.00	Y
AMVIVD INJ	Respiratory Agents	AMVIVD	FLORBETAPIR F 18 IV SOLN 500-1900 MBQ/MIL (13.5-51 MCG/ML)	-18.0% <td>\$0.00</td> <td>N</td>	\$0.00	N
PULMOZYME SOL 1MG/5ML	Respiratory Agents	PULMOZYME	DORNASE ALFA INHAL SOLN 1 MGS/ML	-15.0% <td>\$0.00</td> <td>N</td>	\$0.00	N
HYPERRHO SD INJ 300MCG	Serums	HYPERRHO SD	RHO D IMMUNE GLOBULIN (HUMAN) IM INJ 300 MCG	-15.0% <td>\$0.00</td> <td>Y</td>	\$0.00	Y
HYPERRHO SD INJ 50MCG	Serums	HYPERRHO SD	RHO D IMMUNE GLOBULIN (HUMAN) IM INJ 50 MCG	-15.0% <td>\$0.00</td> <td>Y</td>	\$0.00	Y
GABLOFEN INJ 1000020	Skeletal Muscle Relaxant	GABLOFEN	BACLOFEN INTRA-ARTICULAR INJ 10000 MCG/20ML (500 MCG/5ML)	-15.0% <td>\$0.00</td> <td>N</td>	\$0.00	N
GABLOFEN INJ 2000020	Skeletal Muscle Relaxant	GABLOFEN	BACLOFEN INTRA-ARTICULAR INJ 20000 MCG/20ML (1000 MCG/5ML)	-15.0% <td>\$0.00</td> <td>N</td>	\$0.00	N
GABLOFEN INJ 4000020	Skeletal Muscle Relaxant	GABLOFEN	BACLOFEN INTRA-ARTICULAR INJ 40000 MCG/20ML (2000 MCG/5ML)	-15.0% <td>\$0.00</td> <td>N</td>	\$0.00	N
GABLOFEN INJ 8000020	Skeletal Muscle Relaxant	GABLOFEN	BACLOFEN INTRA-ARTICULAR INJ 80000 MCG/20ML (4000 MCG/5ML)	-16.0% <td>\$0.00</td> <td>N</td>	\$0.00	N
LORESAL INT INJ 10MG/5ML	Skeletal Muscle Relaxant	LORESAL INT	BACLOFEN INTRA-ARTICULAR INJ 0.05 MG/5ML (50 MCG/5ML)	-16.0% <td>\$0.00</td> <td>N</td>	\$0.00	N
LORESAL INT INJ 20MG/5ML	Skeletal Muscle Relaxant	LORESAL INT	BACLOFEN INTRA-ARTICULAR INJ 0.10 MG/5ML (100 MCG/5ML)	-16.0% <td>\$0.00</td> <td>N</td>	\$0.00	N
LORESAL INT INJ 40MG/5ML	Skeletal Muscle Relaxant	LORESAL INT	BACLOFEN INTRA-ARTICULAR INJ 0.20 MG/5ML (200 MCG/5ML)	-16.0% <td>\$0.00</td> <td>N</td>	\$0.00	N
EGRIFTA INJ 1MG	Somatotropin Agonists	EGRIFTA	TESAMORELIN ACETATE FOR INJ 1 MG (BASE EQUIV)	-18.0% <td>\$0.00</td> <td>N</td>	\$0.00	N
EGRIFTA SOL 2MG	Somatotropin Agonists	EGRIFTA	TESAMORELIN ACETATE FOR INJ 2 MG (BASE EQUIV)	-18.0% <td>\$0.00</td> <td>N</td>	\$0.00	N
GENOTROPIN INJ 0.2MG	Somatotropin Agonists	GENOTROPIN	TESAMORELIN ACETATE FOR INJ 0.2 MG	-13.0% <td>\$0.00</td> <td>Y</td>	\$0.00	Y
GENOTROPIN INJ 0.4MG	Somatotropin Agonists	GENOTROPIN	SOMATROPIN FOR INJ 0.4 MG	-13.0% <td>\$0.00</td> <td>Y</td>	\$0.00	Y
GENOTROPIN INJ 0.6MG	Somatotropin Agonists	GENOTROPIN	SOMATROPIN FOR INJ 0.6 MG	-13.0% <td>\$0.00</td> <td>Y</td>	\$0.00	Y
GENOTROPIN INJ 0.8MG	Somatotropin Agonists	GENOTROPIN	SOMATROPIN FOR INJ 0.8 MG	-13.0% <td>\$0.00</td> <td>Y</td>	\$0.00	Y
GENOTROPIN INJ 1.2MG	Somatotropin Agonists	GENOTROPIN	SOMATROPIN FOR INJ 1.2 MG	-13.0% <td>\$0.00</td> <td>Y</td>	\$0.00	Y
GENOTROPIN INJ 1.4MG	Somatotropin Agonists	GENOTROPIN	SOMATROPIN FOR INJ 1.4 MG	-13.0% <td>\$0.00</td> <td>Y</td>	\$0.00	Y



GENOTROPIN INJ 1.6MG	Somatotropin Agonists	GENOTROPIN	SOMATROPIN FOR INJ 1.6 MG	30100020002180	-13.0%	\$0.00	Y
GENOTROPIN INJ 1.6MG	Somatotropin Agonists	GENOTROPIN	SOMATROPIN FOR INJ 1.6 MG	30100020002182	-13.0%	\$0.00	Y
GENOTROPIN INJ 12MG	Somatotropin Agonists	GENOTROPIN	SOMATROPIN FOR INJ 12 MG (13.8 MG OVERFILL)	30100020002134	-13.0%	\$0.00	Y
GENOTROPIN INJ 4MG	Somatotropin Agonists	GENOTROPIN	SOMATROPIN FOR INJ 4 MG	30100020002174	-13.0%	\$0.00	Y
GENOTROPIN INJ 2MG	Somatotropin Agonists	GENOTROPIN	SOMATROPIN FOR INJ 2 MG	30100020002184	-13.0%	\$0.00	Y
GENOTROPIN INJ 5MG	Somatotropin Agonists	GENOTROPIN	SOMATROPIN FOR SUBCUTANEOUS INJ 5 MG	30100020002121	-13.0%	\$0.00	Y
HUMATROPE INJ 12MG	Somatotropin Agonists	HUMATROPE	SOMATROPIN FOR INJ 12 MG (86 UNIT)	30100020002132	-16.5%	\$0.00	Y
HUMATROPE INJ 24MG	Somatotropin Agonists	HUMATROPE	SOMATROPIN FOR INJ 24 MG	30100020002150	-16.5%	\$0.00	Y
HUMATROPE INJ 5MG	Somatotropin Agonists	HUMATROPE	SOMATROPIN FOR INJ 5 MG	30100020002120	-16.5%	\$0.00	Y
HUMATROPE INJ 6MG	Somatotropin Agonists	HUMATROPE	SOMATROPIN FOR INJ 6 MG (18 UNIT)	30100020002125	-16.5%	\$0.00	Y
RHCELEX INJ 40MG/2ML	Somatotropin Agonists	RHCELEX	MEDASERMIN INJ 40 MG/ML (10 MG/ML)	30100020002058	-13.5%	\$0.00	Y
NORDITROPIN INJ 107.5ML	Somatotropin Agonists	NORDITROPIN	SOMATROPIN INJ 10 MG/1.5ML	30100020002056	-15.0%	\$0.00	Y
NORDITROPIN INJ 157.5ML	Somatotropin Agonists	NORDITROPIN	SOMATROPIN INJ 15 MG/1.5ML	30100020002062	-15.0%	\$0.00	Y
NORDITROPIN INJ 3003ML	Somatotropin Agonists	NORDITROPIN	SOMATROPIN INJ 30 MG/3ML	30100020002066	-15.0%	\$0.00	Y
NORDITROPIN INJ 671.5ML	Somatotropin Agonists	NORDITROPIN	SOMATROPIN INJ 5 MG/1.5ML	30100020002050	-15.0%	\$0.00	Y
NUTROPIN INJ 10MG	Somatotropin Agonists	NUTROPIN	SOMATROPIN FOR INJ 10 MG	30100020002140	-11.5%	\$0.00	Y
NUTROPIN INJ 5MG	Somatotropin Agonists	NUTROPIN	SOMATROPIN FOR SUBCUTANEOUS INJ 5 MG	30100020002121	-11.5%	\$0.00	Y
NUTROPIN AQ INJ 10MG/2ML	Somatotropin Agonists	NUTROPIN AQ	SOMATROPIN INJ 10 MG/2ML	30100020002070	-11.5%	\$0.00	Y
NUTROPIN AQ INJ 20MG/2ML	Somatotropin Agonists	NUTROPIN AQ	SOMATROPIN INJ 20 MG/2ML	30100020002084	-11.5%	\$0.00	Y
NUTROPIN AQ INJ 10MG/2ML	Somatotropin Agonists	NUTROPIN AQ	SOMATROPIN INJ 5 MG/2ML	301000200020916	-11.5%	\$0.00	Y
NUTROPIN AQ PEN 20 KIT	Somatotropin Agonists	NUTROPIN AQ P	*STERILE TOWEL DRAPES 18X2 FOR RXSOL MAIL SERVICE	00000000001005	-11.5%	\$0.00	Y
NUTROPIN AQ PEN KIT	Somatotropin Agonists	NUTROPIN AQ P	GROWTH HORMONE PEN KITS FOR RXSOL MAIL SERVICE	00000000001014	-11.5%	\$0.00	Y
OMNITROPE INJ 107.5ML	Somatotropin Agonists	OMNITROPE	SOMATROPIN INJ 10 MG/1.5ML	30100020002055	-13.0%	\$0.00	Y
OMNITROPE INJ 5.8MG	Somatotropin Agonists	OMNITROPE	SOMATROPIN FOR INJ 5.8 MG	30100020002123	-13.0%	\$0.00	Y
OMNITROPE INJ 571.5ML	Somatotropin Agonists	OMNITROPE	SOMATROPIN INJ 5 MG/1.5ML	30100020002050	-13.0%	\$0.00	Y
SAIZEN INJ 3MG	Somatotropin Agonists	SAIZEN	SOMATROPIN (NON-REFRIGERATED) FOR INJ 5 MG	30100020102120	-16.5%	\$0.00	Y
SEROSTIM INJ 4MG	Somatotropin Agonists	SEROSTIM	SOMATROPIN (NON-REFRIGERATED) FOR INJ 8.8 MG	30100020102130	-16.5%	\$0.00	Y
SEROSTIM INJ 5MG	Somatotropin Agonists	SEROSTIM	SOMATROPIN (NON-REFRIGERATED) FOR SUBCUTANEOUS INJ 4 MG	30100020102118	-16.0%	\$0.00	Y
TEV-TROPIN INJ 5MG	Somatotropin Agonists	TEV-TROPIN	SOMATROPIN (NON-REFRIGERATED) FOR SUBCUTANEOUS INJ 5 MG	30100020102121	-18.0%	\$0.00	Y
ZORBTIVE INJ 3.8MG	Somatotropin Agonists	ZORBTIVE	SOMATROPIN FOR SUBCUTANEOUS INJ 5 MG	30100020002121	-17.0%	\$0.00	Y
CATHLO ACTI INJ VASE	Thrombolytic Agent	CATHLO ACTI	ALTEPLASE FOR INJ 2 MG	85601010002102	-4.5%	\$0.00	N

Price Summary



Confidential and Proprietary

The following administrative fees and rates are exclusive to City of Cincinnati. Rates and fees are effective upon the implementation of services; this offer expires in 90 days.

Retiree Drug Subsidy - Enhanced Services

Subsidy Services

- Interim Reporting
 - Download Covered Retiree List for eligible members from RDS*
 - Create cost summary reports based on drug utilization of members listed in Covered Retiree List as per RDS submission requirements and guidelines
 - Storage and archival of backup data per RDS guidelines for audit purposes
- Reconciliation
 - Create final cost summary data for the reconciliation plan year
 - Provide back up claims and rebate data, if requested by client
 - Support B/D drug methodology, as per RDS guidelines
 - Provide calculations for ACA (Actual Cost Adjustment) using rebates
 - Storage and archival of backup data per RDS guidelines for audit purposes
 - Coordination of individual retiree cost:
If our services are used, the client has to provide us with claim data and rebate information from the previous vendor. A separate one time charge of \$5,000 is associated with it.
- Audit
 - Provide backup data - claims, rebates, and drug lists
 - Provide documentation to support methodology (Part B vs. Part D) used for calculating final cost data
 - Additional services required will be negotiable
- Transmission
 - Upload cost reports to RDS**

\$0.60 per Paid Claim in addition to Administrative Fee

Account Setup for groups with fewer than 500 RDS Members

\$5,000

Creditable Coverage Determination

\$500 to \$1,500

Additional Subsidy Related Services

\$500 per hour - as negotiated

Actuarial Certification & Attestation

\$1,500 to \$3,500

Notes

* Client must designate OptumRx as a designee

** Client must designate OptumRx as a designee or cost reporter

EXHIBIT D

BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum ("Addendum") is effective as of January 1, 2014, and is incorporated into and made part of the Prescription Drug Benefit Administration Agreement ("Agreement") by and between **OptumRx, Inc.** ("Business Associate") and **City of Cincinnati** ("Covered Entity") (each a "Party" and collectively the "Parties").

The Parties hereby agree as follows:

1. DEFINITIONS

1.1 Unless otherwise specified in this Addendum, all capitalized terms used in this Addendum not otherwise defined have the meanings established for purposes of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations as amended and supplemented by HITECH, as each is amended from time to time. (collectively, "HIPAA") Capitalized terms used in this Addendum that are not otherwise defined in this Addendum and that are defined in the Agreement shall have the respective meanings assigned to them in the Agreement.

1.2 "Affiliate", for purposes of this Addendum, means any entity that is a subsidiary of UnitedHealth Group.

1.3 "Breach" means the acquisition, access, use or disclosure of PHI in a manner not permitted by the Privacy Rule that compromises the security or privacy of the PHI as defined, and subject to the exclusions set forth, in 45 C.F.R. § 164.402.

1.4 "Breach Rule" means the federal breach regulations, as amended from time to time, issued pursuant to HIPAA and codified at 45 C.F.R. Part 164 (Subpart D).

1.5 "Compliance Date" means the later of September 23, 2013 or the effective date of the Agreement.

1.6 "Electronic Protected Health Information" ("ePHI") means PHI that is transmitted or maintained in Electronic Media.

1.7 "HITECH" means Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009, 42 U.S.C. §§ 17921-17954, and all associated existing and future implementing regulations, when and as each is effective.

1.8 "PHI" means Protected Health Information, as defined in 45 C.F.R. § 160.103, and is limited to the Protected Health Information received from, or received, maintained, created or transmitted on behalf of, Covered Entity by Business Associate in performance of the Services.

1.9 "Privacy Rule" means the federal privacy regulations, as amended from time to time, issued pursuant to HIPAA and codified at 45 C.F.R. Parts 160 and 164 (Subparts A & E).

1.9 "Security Rule" means the federal security regulations, as amended from time to time, issued pursuant to HIPAA and codified at 45 C.F.R. Parts 160 and 164 (Subparts A & C).

1.10 "Services" means, to the extent and only to the extent they involve the receipt, creation, maintenance, transmission, use or disclosure of PHI, the services provided by Business Associate to Covered Entity under the Agreement, including those set forth in this Addendum in Sections 4.3 through 4.7, as amended by written agreement of the Parties from time to time.

2. RESPONSIBILITIES OF BUSINESS ASSOCIATE

With regard to its use and/or disclosure of PHI, Business Associate agrees to:

2.1 not use and/or further disclose PHI except as necessary to provide the Services, as permitted or required by this Addendum, and in compliance with each applicable requirement of 45 C.F.R. § 164.504(e) or as otherwise Required by Law; provided that, to the extent Business Associate is to carry out Covered Entity's obligations under the Privacy Rule, Business Associate will comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of those obligations.

2.2 implement and use appropriate administrative, physical and technical safeguards and, as of the Compliance Date comply with applicable Security Rule requirements with respect to ePHI, to prevent use or disclosure of PHI other than as provided for by this Addendum.

2.3 without unreasonable delay, report to Covered Entity (i) any use or disclosure of PHI not provided for by this Addendum of which it becomes aware in accordance with 45 C.F.R. § 164.504(e)(2)(ii)(C); and/or (ii) any Security Incident of which Business Associate becomes aware in accordance with 45 C.F.R. § 164.314(a)(2)(i)(C).

2.4 with respect to any use or disclosure of Unsecured PHI not permitted by the Privacy Rule that is caused solely by Business Associate's failure to comply with one or more of its obligations under this Addendum, Covered Entity hereby delegates to Business Associate the responsibility for determining when any such incident is a Breach and for providing all legally required notifications to Individuals, HHS and/or the media, on behalf of Covered Entity. Business Associate shall provide these notifications in accordance with the notification requirements set forth in the Breach Rule, and shall pay for the reasonable and actual costs associated with those notifications. In the event of a Breach, without unreasonable delay, and in any event no later than sixty (60) calendar days after Discovery, Business Associate shall provide Covered Entity with written notification in accordance with 45 C.F.R. § 164.410 that includes a description of the Breach, a list of Individuals (unless Covered Entity is a plan sponsor ineligible to receive PHI) and, in the event the delegation set forth above has been triggered, a copy of the template notification letter to be sent to Individuals.

2.5 in accordance with 45 C.F.R. § 164.502(e)(1)(ii) and 45 C.F.R. § 164.308(b)(2), ensure that any subcontractors of Business Associate that create, receive, maintain or transmit PHI on behalf of Business Associate agree, in writing, to the same restrictions and conditions on the use and/or disclosure of PHI that apply to Business Associate with respect to that PHI, including complying with the applicable Security Rule requirements with respect to ePHI.

2.6 make available its internal practices, books, and records relating to the use and disclosure of PHI to the Secretary for purposes of determining Covered Entity's compliance with the Privacy Rule.

2.7 document, and within thirty (30) days after receiving a written request from Covered Entity, make available to Covered Entity, information necessary for Covered Entity to make an accounting of disclosures of PHI about an Individual, in accordance with 45 C.F.R. § 164.528.

2.8 provide access, within twenty days (20) days after receiving a written request from Covered Entity to PHI in a Designated Record Set about an Individual, to Covered Entity, sufficient to allow Covered Entity to comply with the requirements of 45 C.F.R. § 164.524.

2.9 to the extent that the PHI in Business Associate's possession constitutes a Designated Record Set, make available, within thirty (30) days after a written request by Covered Entity, PHI

for amendment and incorporate any amendments to the PHI as requested by Covered Entity, all in accordance with 45 C.F.R. § 164.526.

3. RESPONSIBILITIES OF COVERED ENTITY

In addition to any other obligations set forth in the Agreement, including in this Addendum, Covered Entity:

3.1 shall identify the records it furnishes to Business Associate it considers to be PHI for purposes of this Addendum.

3.2 shall provide to Business Associate only the minimum PHI necessary to accomplish the Services.

3.3 in the event that the Covered Entity honors a request to restrict the use or disclosure of PHI pursuant to 45 C.F.R. § 164.522(a) or makes revisions to its notice of privacy practices of Covered Entity in accordance with 45 C.F.R. § 164.520 that increase the limitations on uses or disclosures of PHI or agrees to a request by an Individual for confidential communications under 45 C.F.R. § 164.522(b), Covered Entity agrees not to provide Business Associate any PHI that is subject to any of those restrictions or limitations to the extent any may limit Business Associate's ability to use and/or disclose PHI as permitted or required under this Addendum unless Covered Entity notifies Business Associate of the restriction or limitation and Business Associate agrees to honor the restriction or limitation. In addition, if those limitations or revisions materially increase Business Associate's cost of providing services under the Agreement, including this Addendum, Covered Entity shall reimburse Business Associate for such increase in cost.

3.4 shall be responsible for using administrative, physical and technical safeguards at all times to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Business Associate pursuant to the Agreement, including this Addendum, in accordance with the standards and requirements of HIPAA, before and during the transmission of such PHI to Business Associate.

3.5 shall obtain any consent or authorization that may be required by applicable federal or state laws and regulations prior to furnishing Business Associate the PHI for use and disclosure in accordance with this Addendum.

3.6 represents that is has ensured, and has received certification from Plan Sponsor, that Plan Sponsor has taken the appropriate steps in accordance with 45 C.F.R. § 164.504(f) and 45 C.F.R. § 164.314(b) to enable Business Associate on behalf of Covered Entity to disclose PHI to Plan Sponsor, including but not limited to amending its plan documents to incorporate, and agreeing to, the requirements set forth in 45 C.F.R. § 164.504(f)(2) and 45 C.F.R. § 164.314(b). Covered Entity shall ensure that only employees authorized under 45 C.F.R. § 164.504(f) shall have access to the PHI disclosed by Business Associate to Plan Sponsor.

4. PERMITTED USES AND DISCLOSURES OF PHI

Unless otherwise limited in this Addendum, in addition to any other uses and/or disclosures permitted or required by this Addendum, Business Associate may:

4.1 make any and all uses and disclosures of PHI necessary to provide the Services to Covered Entity.

4.2 use and disclose PHI for proper management and administration of Business Associate. In addition, to carry out the legal responsibilities of Business Associate, provided that the disclosures are Required by Law or any third party to which Business Associate discloses PHI for

those purposes provides written assurances in advance that: (i) the information will be held confidentially and used or further disclosed only for the purpose for which it was disclosed to the third party or as Required by Law; and (ii) the third party promptly will notify Business Associate of any instances of which it becomes aware in which the confidentiality of the information has been breached.

4.3 De-identify any and all PHI received or created by Business Associate under this Addendum, which De-identified information shall not be subject to this Addendum and may be used and disclosed on Business Associate's own behalf, all in accordance with the De-identification requirements of the Privacy Rule;

4.4 provide Data Aggregation services relating to the Health Care Operations of the Covered Entity in accordance with the Privacy Rule.

4.5 identify Research projects conducted by Business Associate, its Affiliates or third parties for which PHI may be relevant; obtain on behalf of Covered Entity documentation of individual authorizations or an Institutional Review Board or privacy board waiver that meets the requirements of 45 C.F.R. § 164.512(i)(1) (each an "Authorization" or "Waiver") related to such projects; provide Covered Entity with copies of such Authorizations or Waivers, subject to confidentiality obligations ("Required Documentation"); and disclose PHI for such Research provided that Business Associate does not receive Covered Entity's disapproval in writing within ten (10) days of Covered Entity's receipt of Required Documentation.

4.6 make PHI available for reviews preparatory to Research and obtain and maintain written representations in accord with 45 C.F.R. § 164.512(i)(1)(ii) that the requested PHI is sought solely as necessary to prepare a Research protocol or for similar purposes preparatory to Research, that the PHI is necessary for the Research, and that no PHI will be removed in the course of the review.

4.7 use the PHI to create a Limited Data Set ("LDS") in compliance with 45 C.F.R. § 164.514(e).

4.8 use and disclose the LDS referenced in Section 4.7 solely for Research or Public Health purposes; provided that, Business Associate shall (i) not use or further disclose the information other than as permitted by this Section 4.8 or as otherwise Required by Law; (ii) use appropriate safeguards to prevent use or disclosure of the information other than as provided for by this Section 4.8; (iii) report to Covered Entity any use or disclosure of the information not provided for by this Section 4.8 of which Business Associate becomes aware; (iv) ensure that any agents to whom Business Associate provides the LDS agree to the same restrictions and conditions that apply to Business Associate with respect to such information; and (v) not identify the information or contact the Individuals.

4.9 use and disclose PHI for Covered Entity's health care operations purposes in accordance with the Privacy Rule, including (a) conducting quality assessment and improvement activities with respect to the Benefit Plan services provided by Covered Entity through Business Associate; (b) conducting evaluations of Benefit Plan performance; (c) business planning and development; (d) conducting, on behalf of Covered Entity, population-based activities relating to improving the health of Members of Covered Entity's Benefit Plan and reducing their healthcare costs; (e) contacting Members of Covered Entity's Benefit Plan, on behalf of Covered Entity, with health education information and information about prescription drugs, treatment alternatives, and related functions; and (f) communicating with Members of Covered Entity's Benefit Plan, on behalf of Covered Entity, to describe health-related products or services (or payment for such products or services) provided by or included in Covered Entity's Benefit Plan through Business Associate's services, including communications about pharmacies participating in the Plan's network, replacement of or enhancement to the Plan, and health-related products or services available only to Members that add value to, but are not part of the Benefit Plan. Covered Entity

and Business Associate agree that these communications with Members constitute health care operations conducted on behalf of the Covered Entity.

5. TERMINATION AND COOPERATION

5.1 Termination. If either Party knows of a pattern of activity or practice of the other Party that constitutes a material breach or violation of this Addendum then the non-breaching Party shall provide written notice of the breach or violation to the other Party that specifies the nature of the breach or violation. The breaching Party must cure the breach or end the violation on or before thirty (30) days after receipt of the written notice. In the absence of a cure reasonably satisfactory to the non-breaching Party within the specified timeframe, or in the event the breach is reasonably incapable of cure, then the non-breaching Party may terminate the Agreement, and/or this Addendum.

5.2 Effect of Termination or Expiration. Within sixty (60) days after the expiration or termination for any reason of the Agreement and/or this Addendum, Business Associate shall return or destroy all PHI, if feasible to do so, including all PHI in possession of Business Associate's subcontractors. In the event that Business Associate determines that return or destruction of the PHI is not feasible, Business Associate shall notify Covered Entity in writing and may retain the PHI subject to this Section 5.2. Under any circumstances, Business Associate shall extend any and all protections, limitations and restrictions contained in this Addendum to Business Associate's use and/or disclosure of any PHI retained after the expiration or termination of the Agreement and/or this Addendum, and shall limit any further uses and/or disclosures solely to the purposes that make return or destruction of the PHI infeasible.

5.3 Cooperation. Each Party shall cooperate in good faith in all respects with the other Party in connection with any request by a federal or state governmental authority for additional information and documents or any governmental investigation, complaint, action or other inquiry.

6. MISCELLANEOUS

6.1 Construction of Terms. The terms of this Addendum to the extent they are unclear shall be construed to allow for compliance by Covered Entity and Business Associate with HIPAA.

6.2 Survival. Sections 5.2, 5.3, 6.1, 6.2, and 6.3 shall survive the expiration or termination for any reason of the Agreement and/or of this Addendum.

6.3 No Third Party Beneficiaries. Nothing in this Addendum shall confer upon any person other than the Parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

6.4 Independent Contractor. Business Associate and Covered Entity are and shall remain independent contractors throughout the term. Nothing in this Addendum or otherwise in the Agreement shall be construed to constitute Business Associate and Covered Entity as partners, joint venturers, agents or anything other than independent contractors.

6.5 Notices. All notices given in connection with this Addendum shall be made in accordance with the applicable provisions of the Agreement. In addition, Covered Entity hereby directs Business Associate to send a copy of any notice or other communication given by Business Associate in connection with this Addendum to the following address (and/or, at Business Associate's discretion, provide verbal notice to the following telephone number) and/or to such other address(es) (or telephone number(s)) as Covered Entity may in the future designate in writing by proper notice. If such address(es) (or telephone number(s)) belongs to a third party, Covered Entity hereby acknowledges and agrees that Business Associate may rely on the direction in this section as being permissible under HIPAA and HITECH, and any other then-

effective laws or regulations relating to the use and/or disclosure of PHI, by virtue of a valid business associate relationship having been established between Covered Entity and such third party.

ADDRESS: City of Cincinnati
805 Central Avenue
Cincinnati, OH 45202

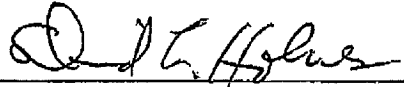
PHONE NUMBER: 513-352-2551

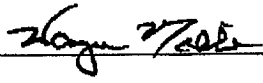
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IN WITNESS WHEREOF, each of Covered Entity and Business Associate has executed in its name and on its behalf this Addendum effective as of the date first written above.

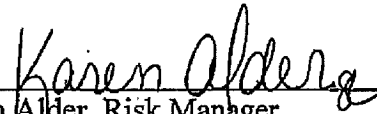
COVERED ENTITY
City of Cincinnati

BUSINESS ASSOCIATE
OptumRx, Inc.

By: 
Name: David L. Holmes
Title: Asst Cm
Date: 12/31/13

By: 
Name: WAYNE MILLER
Title: SVP, Client Services
Date: 12/30/13

RECOMMENDED BY:


Karen Alder, Risk Manager

APPROVED AS TO FORM


Assistant City Solicitor

EXHIBIT E
PERFORMANCE GUARANTEES



Service and Performance Guarantees

OptumRx™ is pleased to place an aggregate total of \$140,000 at risk annually for City of Cincinnati, of which \$56,000 will be applied to all implementation activities and \$84,000 will be applied to ongoing service standards in Contract Year 1. In subsequent contract years, 100% of all performance guarantee penalties will be applied to ongoing service standards.

Penalties will be assessed annually based upon aggregate annual average results. Penalty amounts per standards will be mutually agreed upon. Guarantees are to be monitored internally and reported quarterly.

Network Pharmacy Compliance					
Pharmacy Network Access	95% of members will have access to 1 pharmacy in 5 miles on average.	(Metric is Client-Specific)	\$4,800	\$8,000	\$8,000

Retail Paper Claims Processing Time					
Retail Paper Claims Processing Time	<p>97% of paper claims reimbursed or responded to within 10 business days of receipt.</p> <p>All paper claims reimbursed or responded to within an average of 10 business days of receipt.</p>	<p>Percent of paper claims reimbursed or responded to that do not require intervention (clean claims).</p> <p>A minimum of 100 paper claims per year is required to qualify for this guarantee.</p> <p>(Metric is Client-Specific)</p>	\$4,800	\$8,000	\$8,000
Mail Order Claims Processing Time					

<p>Mail Pharmacy Clean Turnaround</p>	<p>95% of clean prescription orders will be shipped within an average of 2.0 business days</p>	<p>Measured in whole business days from the date a prescription order is received by Administrator (either via mail, phone, fax, or Internet) to the date the prescription order is shipped.</p> <p>Calculated by taking the total number of whole days to ship divided the total number of prescription orders.</p> <p>(Metric is Client-Specific)</p>	<p>\$4,800</p>	<p>\$8,000</p>	<p>\$8,000</p>
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<p>Mail Pharmacy Intervention Prescription Turnaround</p>	<p>100% of prescription orders requiring intervention (Problem) will be shipped within an average of 5.0 business days.</p>	<p>Measured in whole business days from the date a prescription order is received by Administrator (either via mail, phone, fax, or Internet) to the date the prescription order is shipped.</p> <p>Calculated by taking the total number of whole days to ship divided the total number of prescription orders.</p> <p>Contact with prescriber or customer not achieved as a result of unresponsiveness for an intervention prescription order will be excluded from calculation.</p> <p>(Metric is Client-Specific)</p>	<p>\$4,800</p>	<p>\$8,000</p>	<p>\$8,000</p>
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<p>Mail Pharmacy Dispensing Accuracy</p>	<p>99.99% of mail pharmacy and specialty pharmacy prescriptions dispensed accurately with no errors.</p>	<p>Dispensing Accuracy Rate means (i) the number of all mail order prescriptions dispensed in a contract quarter less the number of those prescriptions dispensed in such contract quarter which are reported and verified as having been dispensed with the incorrect drug, strength, form, patient name, directions, packing non-conformance, or address causing medication to be delivered incorrectly divided by (ii) the number of all mail order prescriptions dispensed in such contract quarter. (Metric is total book of business driven)</p>	<p>\$4,800</p>	<p>\$8,000</p>	<p>\$8,000</p>
<p>Retail and Mail Claims Processing Accuracy</p>					

Claims Paid without Error	≥99.9%	Percent of all claims audited and found to be without error of any form, divided by all claims audited. Based on Administrator's internal quality review. (Metric is total book of business driven)	\$4,800	\$8,000	\$8,000

Customer Service					
Average Speed of Answer	30 seconds or less	The amount of time that elapses between the time a call is received into a member service queue to the time the phone is answered by a Customer Service Representative. Includes calls routed to IVR. (Metric is Client-Specific)	\$6,000	\$10,000	\$10,000

Percent of Calls Abandoned	≤3%	<p>Percentage of calls abandoned by the caller before call is answered by a Customer Service Representative.</p> <p>Calculated as the number of calls that are not answered, divided by the number of calls received.</p> <p>Includes calls routed to IVR and calls abandoned within the first 15 seconds.</p> <p>(Metric is Client-Specific)</p>	\$6,000	\$10,000	\$10,000
First Call Resolution	95% of calls resolved during initial call.	<p>Calculated as the total calls to Administrator minus total number of unresolved calls, divided by the total number of calls received.</p> <p>Excludes calls routed to IVR.</p> <p>(Metric is total book of business driven)</p>	\$4,800	\$8,000	\$8,000

<p>Written Inquiry Response Time</p>	<p>97% of written inquiries received via e-mail will be responded to by e-mail within 5 business days.</p> <p>All written inquiries will be responded to within an average of 10 business days.</p>	<p>Member inquiries received via designated e-mail box.</p> <p>Response time for all written inquiries will be based on the number of calendar days subtracting the date received by Administrator from the date the response was sent.</p> <p>(Metric is Client-Specific)</p>	<p>\$4,800</p>	<p>\$8,000</p>	<p>\$8,000</p>
<p>Member Satisfaction Survey</p>	<p>"Overall Member Satisfaction" survey results of "Satisfied" and "Very Satisfied" for 90% of respondents.</p>	<p>Member satisfaction results will be measured by the responses to Administrator's Voice of the Customer satisfaction survey.</p> <p>(Metric is total book of business driven)</p>	<p>\$4,800</p>	<p>\$8,000</p>	<p>\$8,000</p>
<p>Account Management</p>					
<p>Satisfaction with Account Management</p>	<p>"Overall Client Satisfaction" survey results of "Satisfied" and "Very Satisfied" will be 7 or better on a 10 point scale</p> <p>Client must participate in the survey to qualify for this guarantee.</p>	<p>Satisfaction results will be measured by the response to Administrator's annual satisfaction survey.</p> <p>(Metric is Client-Specific)</p>	<p>\$4,800</p>	<p>\$8,000</p>	<p>\$8,000</p>

<p>Plan Management Meetings</p>	<p>Administrator will provide attendance by plan representatives trained on Client's plan benefits at 100% of meetings scheduled by Client, for 100% of the meeting's duration, including all Wellness and Benefit Fairs, and Client-sponsored open enrollment meetings.</p>	<p>(Metric is Client-Specific)</p>	<p>\$4,800</p>	<p>\$8,000</p>	<p>\$8,000</p>
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<p>Administration</p>					
<p>Electronic Eligibility Load -Standard</p>	<p>Electronic Eligibility maintenance files submitted to Administrator will be loaded within an average of 24 hours.</p>	<p>Assumes complete and accurate information is received.</p> <p>This applies to maintenance loads only, not initial eligibility setup.</p> <p>Assumes use of an electronic interchange and Administrator's standard file format.</p> <p>(Metric is Client-Specific)</p>	<p>\$4,800</p>	<p>\$8,000</p>	<p>\$8,000</p>

Standard Financial and Clinical Reporting	45 days after the end of the quarter.	<p>Measured as the time from the last day of the end of a reporting cycle to the day standard reports are sent.</p> <p>Ad hoc/custom reporting requests are excluded from this standard.</p> <p>(Metric is Client-Specific)</p>	\$4,800	\$8,000	\$8,000
Ongoing Plan Design Set up –New Benefits or Updates	Within 7 business days.	<p>Measured by Administrator's ability to implement and test new or revised plan design changes after receipt of signed documentation of new plan design. Any change considered rush or non-standard will be determined based upon a mutually agreed upon timeframe and excluded from this guarantee.</p> <p>(Metric is Client-Specific)</p>	\$4,800	\$8,000	\$8,000

Annual Benefit Plan Review	Maintain a documented quality control and pre-implementation document and provide it to Client for review and approval at least 15 days prior to implementation of any benefit or program change	Administrator will conduct an annual benefit plan review by mid-November to coincide with Client's plan implementation of benefit plan modifications. If such reviews identify any systems set in error by Administrator, then Administrator will reconcile such errors on a dollar for dollar basis, and shall pay Client's penalty amount at risk (Metric is Client-Specific)	\$4,800	\$8,000	\$8,000
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Category: Annual Review					
New Client Implementation					
Implementation Client Satisfaction	"Post Implementation" survey results of all implementation categories will be an average rating of 7 or better based on a 10 point scale.	"Post Implementation" survey results from all contacts who participate in implementation activity. (Metric is Client-Specific)	\$8,000	N/A	N/A

Implementation Manager	Administrator will assign an implementation manager suitable to Client that will be mutually agreed upon between Client and Administrator	(Metric is Client-Specific)	\$8,000	N/A	N/A
Implementation Tasks	No later than 120 days prior to the effective date, tasks with deliverable dates, necessary to effectively install the program by the effective date, will be clearly defined by the Administrator and presented to Client.	(Metric is Client-Specific)	\$8,000	N/A	N/A

Benefit Set Up	Upon receipt of final sign-off from Client of plan parameters, Administrator will load, fully test, and release the plan benefit coding information for production within 6 weeks of Client's final sign off.	Plan parameters shall include, but not be limited to member cost share (e.g. integrated deductible, copayments, maximums, etc.), plan limitations (e.g. days supply, refills allowed, refill-too-soon, etc.), and compensable medications (e.g. covered drugs, exclusions, etc.) Assuming Client follows a 120 day implementation timeline for complex requirements and provided Administrator has the opportunity to review and mutually agree upon the request. (Metric is Client-Specific)	\$8,000	N/A	N/A
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<p>ID Card Production & Mailing</p>	<p>Accurate ID cards will be mailed at least 10 days prior to the effective date.</p>	<p>Assuming receipt of clean and accurate eligibility files from Client 30 business days prior to the effective date. (Metric is Client-Specific)</p>	<p>\$8,000</p>	<p>N/A</p>	<p>N/A</p>
<p>Pre-Implementation Audit</p>	<p>Administrator will fully support auditor requests for pre-implementation audit and will schedule on-site portion of audit at least 15 days prior to the effective date.</p>	<p>Provided the audit is conducted at least 6 weeks after Client's final sign-off. (Metric is Client-Specific)</p>	<p>\$8,000</p>	<p>N/A</p>	<p>N/A</p>

<p>Contracting</p>	<p>A written redline response of the contract will be sent back to Client within 10 business days after receipt of a redline from Client.</p> <p>Administrator will have 10 business days to provide a written responsive redline to each redline received from Client from the time Administrator receives all the necessary information from Client or Aon Hewitt in order to complete the written responsive redline to the time Administrator transmits the responsive redline to Client or Aon Hewitt.</p>	<p>The Contracting guarantee will take effect on the contract effective date.</p> <p>Administrator shall not be deemed to have failed to meet this requirement to the extent and proportion that such failure is due to circumstances caused by Client, Aon Hewitt or other third party and/or is otherwise not within Administrator's reasonable control.</p> <p>(Metric is Client-Specific)</p>	<p>\$8,000</p>	<p>N/A</p>	<p>N/A</p>
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EXHIBIT FIVE

CAVANAUGH
MACDONALD

ANALYSIS OF

PROJECTED COST

IMPACTS OF SETTLEMENT

PROVISIONS



Projected Cost Impact of Items Included in the Settlement Agreement

The City of Cincinnati and various plaintiff groups representing certain active and retired members of the Cincinnati Retirement System (CRS) have agreed on a list of items that would affect the provision of retiree health care and pension benefits. These items are listed below along with the effect of each item on the actuarial accrued liabilities of the Retiree Health Care and Pension Trusts. The impact on the funding ratios are also shown and reflect projected results as of the 12/31/2013 valuation.

Present Value of Future Benefits (PVFB): Value on a given date of the future payments expected to be paid to current retirees and current active members who are expected to become eligible for future retiree health care or pension benefits discounted to reflect the expected effects of the time value of money and probabilities of payment.

Actuarial Accrued Liability (AAL): The portion of the present value of future benefits that is expected to be paid in the future for current retirees, and a portion for current active members that is attributable to past service. The AAL does not include liabilities for projected future accruals.

Actuarial Value of Assets (AVA): The actuarial value of assets recognizes a portion of the difference between the market value of assets and the expected market value of assets, based on the assumed valuation rate of return. The amount recognized each year is 20% of the difference between market value and expected market value. Under this method, all investment gains and losses associated with a given year are recognized after five years. In addition, the actuarial value of assets cannot be less than 80% or more than 120% of the market value of assets.

Funding Ratio: The funding ratio is simply the AVA divided by either the AAL or the PVFB. The difference between the AAL and PVFB is the portion of liabilities allocated to the future service of active members funded via future normal cost contributions.

Retiree Health Care			
(\$ in millions)			
	Increase/(Decrease) in AAL		
	Actives	Retirees	Total
EGWP	(\$19.5)	(\$58.3)	(\$77.8)
MERP	(\$3.5)	(\$2.9)	(\$6.4)
New Eligibility	(\$15.2)	\$0	(\$15.2)
Medical Plan/New Retirees	(\$11.2)	\$0	(\$11.2)
Total*	(\$45.9)	(\$61.2)	(\$107.1)

* Value of Plan changes are not additive of individual plan changes.

** Assumes no change to any underlying assumptions from the 12/31/2013 valuation, including, but not limited to, discount rate, retiree health care benefit utilization, and pension benefit eligibility.

Retiree Health Care		
	Funding Ratio as of	
	12/31/13	
	PVFB	AVA
Baseline as of 12/31/13	100.1%	109.1%
EGWP	114.5%	124.8%
MERP	101.3%	110.2%
New Eligibility	103.8%	111.8%
Medical Plan/New Retirees	102.3%	111.1%
Combined Changes w/No Asset Transfer*	122.8%	131.9%
Combined Changes w/Asset Transfer Out of \$215 Million 7/2016	90.0%	96.6%

* Value of Plan changes are not additive of individual plan changes.

** Assumes no change to any underlying assumptions from the 12/31/2013 valuation, including, but not limited to, discount rate, retiree health care benefit utilization, and pension benefit eligibility.

If all actuarial assumptions were realized, the projection results estimate a PVFB funding ratio of 86% in 2043 with an asset reduction of \$215 million in mid-2016 and if the plan was closed to new hires effective 1/1/2016. The future funding projections for Retiree Health Care will be highly sensitive to deviations from the actuarial assumptions such as medical inflation trends and investment returns. This sensitivity can be addressed through the development of a Retiree Health Care Funding & Benefits Policy.

Pension (\$ in millions)			
	Increase/(Decrease) in AAL		
	Actives	Retirees	Total
Change to 3% Simple COLA	\$25.2	(\$55.6)	(\$30.4)
3 Year COLA Suspension with one-time payment for Retiree Class in 2018 of 3% capped at \$1,000	(\$20.0)	(\$100.3)	(\$120.3)
Retirement Eligibility Changes	\$43.9	\$0	\$43.9
Increased Benefit Multiplier	\$5.3	\$0	\$5.3
Total*	\$48.1	(\$135.9)	(\$87.8)

* Value of Plan changes are not additive of individual plan changes.

Pension	
	<u>AAL</u> <u>Funding Ratio</u> <u>as of 12/31/13</u>
Baseline as of 12/31/13	63.2%
Change to 3% Simple COLA	64.1%
3 Year COLA Suspension with one-time payment for Retiree Class in 2018 of 3% capped at \$1,000	66.8%
Retirement Eligibility Changes	62.0%
Increased Benefit Multiplier	63.1%
Combined Changes Before Asset Transfer*	65.8%
Combined Changes With Asset Transfer of \$215 Million 7/1/2016 and Lump Sum ERIP Payment of \$39.1 Million**	77.5%

* Value of Plan changes are not additive of individual plan changes.

** Though the figures show the impact of the asset transfers (ERIP payment & \$215 million) as of the 12/31/2013 valuation, the true impact would be reflected on the 2015 and 2016 valuation results.

On a forward looking basis, and assuming all of the assumptions occur as expected, the Pension funding ratio is projected to reach 100% by 2043. This is due to the following three reasons:

1. As of the 12/31/2013 valuation, there are investment gains for actuarial smoothing still to be recognized.
2. The lower cost benefit structure of newer members will allow a greater portion of the fixed employer contribution rate to be applied towards paying down the unfunded actuarial liability in future years
3. The fixed employer contribution rate of 16.25% is higher than the projected annual required contribution in later years.

It is important to recognize that these figures and projections are based on many actuarial assumptions. They are likely to vary in future years to the extent that CRS actual experience varies from the expected actuarial assumptions.

The figures above were developed by the actuarial firm, Cavanaugh Macdonald. The firm is retained by the Cincinnati Board of Trustees.

EXHIBIT SIX

PROPOSED

PRELIMINARY

APPROVAL ORDER

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION

NICK SUNYAK, <i>et al.</i> ,	:	Case Nos.: 1:11-CV-445 and
	:	1:12-cv-329
vs.	:	
	:	Judge Michael R. Barrett
CITY OF CINCINNATI, <i>et al.</i> ,	:	
	:	
(City of Cincinnati Pension Litigation)	:	[PROPOSED]
	:	ORDER GRANTING PRELIMINARY
	:	APPROVAL OF CLASS ACTION
	:	SETTLEMENT

WHEREAS, Current Employees Plaintiffs Nick Sunyak, Jeffery Harmon, Jill Allgeyer, Kim Kappel, Waleia Jackson, Finley Jones and Richard Ganulin, and Retiree Plaintiffs Thomas A. Gamel, Sr., Paul Smith, Mark K. Jones, Dennis Davis, Ely Ryder, and Ann DeGroot (collectively the “Named Plaintiffs”), individually and on behalf of two proposed Classes, and Defendants the City of Cincinnati, the Mayor of Cincinnati, the City Manager, the Vice-Mayor, the City Council Members, the Cincinnati Retirement System (“CRS”), and the appointed Board of Trustees of the CRS (“Board”) have entered into a Collaborative Settlement Agreement (the “Agreement”) intended to resolve certain litigation, including litigation pending in this Court; and

WHEREAS, the Settlement Agreement, together with supporting materials, sets forth the terms and conditions for the proposed settlement;

WHEREAS, the Court has before it the Parties’ Motion for Preliminary Approval of Settlement and Memorandum in Support of Motion for Preliminary Approval of Settlement, together with the Agreement and related materials; and

WHEREAS, the Court is satisfied that the terms and conditions set forth in the Agreement and exhibits attached thereto were the result of good faith, arm's length settlement negotiations between competent and experienced counsel for both Named Plaintiffs and Defendants.

IT IS HEREBY ORDERED this ____ day of _____, 2015, as follows:

1. The terms of the Agreement including all exhibits are hereby conditionally approved, subject to further consideration thereof at the Fairness Hearing provided for below.

2. The Agreement is adopted by the Court and made part of this Order as if set out in full herein.

3. The Agreement and the terms contained therein are hereby preliminarily approved as fair, reasonable, adequate, and in the best interests of the Current Employees Class and the Retirees Class.

4. The Court approves the proposed Notice Program set forth in Section 38 of the Agreement. The Notice Program is reasonably calculated to apprise Class Members of their right to object, constitutes due, adequate, and sufficient notice to all persons entitled to receive notice, is the best notice practicable under the circumstances, and meets all applicable requirements of the Federal Rules of Civil Procedure, the Class Action Fairness Act, the United States Constitution (including the Due Process Clause), the Rules of the Court, and any other applicable law. Subject to amendment if the need arises, the Notice Program shall be initiated within thirty (30) days of this Preliminary Approval Order and executed as set forth in the Settlement Agreement.

5. Pursuant to Federal Rule of Civil Procedure 23(a), (b)(1) and (b)(2), and for purposes of settlement only, the Court makes the following preliminary findings of fact and

conclusions of law:

- a. The Current Employees Class and the Retirees Class (as defined, respectively, in the Agreement) are sufficiently definite and identifiable;
- b. The Current Employees Class and the Retirees Class are so numerous that joinder of all Members is impracticable;
- c. There are questions of law and/or fact common within the Current Employees Class including but not limited to: (1) whether the Current Employees Class was fully vested in their CRS benefits on July 1, 2011; (2) whether Defendants improperly revoked and/ or impaired the Current Employees Class' vested CRS benefits when it enforced Ordinance No. 84-2011; (3) whether Defendants impaired contractual rights of the Current Employees Class when they enforced Ordinance No. 84-2011; (4) whether Defendants are estopped from enforcing Ordinance No. 84-2011 so as to prevent the revocation and/or impairment of the contractual rights of the Current Employees Class; and (5) whether Defendants' enforcement of Ordinance No. 84-2011 operated as an unconstitutional taking of the vested property interest of the Current Employees Class.
- d. There are questions of law and/or fact common within the Retirees Class including but not limited to: (1) whether Defendants' offer of retirement benefits to the Retirees Class created a fundamental property right, giving each of them a vested right in those retirement benefits which cannot be reduced, impaired, revoked, or eliminated; (2) whether Defendants' actions as explained in the Retirees Class Complaint constitute an unlawful taking of the Retirees Class Members' property rights in violation of the United States Constitution and/or the Ohio Constitution; (3) whether the Defendants have a contractual obligation to provide the Retirees Class with certain retirement benefits,

which cannot now or afterwards be reduced, impaired, revoked, or eliminated; (4) whether the unilateral reduction, impairment, revocation, and/or elimination of the Retirees Class Members' retirement benefits constitutes a breach of the Defendants' fiduciary duty; and (5) whether the Defendants are estopped from reducing, impairing, revoking, or eliminating the retirement benefits owed to the Retirees Class;

e. The Current Employees Plaintiffs' claims are typical of the claims of the Members of the Current Employees Class as all subgroups were represented and no conflict exists between or among the subgroups, and the Retiree Plaintiffs' claims are typical of the claims of the Members of the Retirees Class;

f. Current Employees Plaintiffs and the Current Employees Class Counsel have and will fairly and adequately represent and protect the interests of the Current Employees Class, and the Retiree Plaintiffs and the Retirees Class Counsel have and will fairly and adequately represent and protect the interests of the Retirees Class;

g. Current Employees Plaintiffs' interests do not conflict with the interests of the Current Employees Class in the maintenance of this action and this Settlement, and the Retiree Plaintiffs' interests do not conflict with the interests of the Retirees Class in the maintenance of this action and this Settlement;

h. The questions of law and/or fact common to the Current Employees Class and those common to the Retirees Class predominate over the questions affecting only individual members of those Classes;

j. Certification of the Current Employees Class and the Retirees Class is appropriate because prosecuting separate actions by individual Members of these Classes would create a risk of inconsistent and varying adjudications with respect to individual

Members of the Classes that would establish incompatible standards of conduct for the Defendants;

k. Certification of the Current Employees Class and the Retirees Class is appropriate because adjudications with respect to individual Members of the Classes, as a practical matter, would be dispositive of the interests of the other Members not parties thereto and would substantially impair or impede their ability to protect their interests; and

l. Certification of the Current Employees Class and the Retirees Class is appropriate because the Defendants have acted or refused to act on grounds that apply generally to the Classes, so that final injunctive relief or corresponding declaratory relief as agreed to by the Parties is appropriate respecting the Classes as a whole.

6. Pursuant to Fed. R. Civ. P. 23 and for purposes of Settlement, the Court appoints the Named Plaintiffs as Class Representatives and conditionally certifies the following Classes:

Current Employees Class: All individuals (and/or their Dependents or Surviving Beneficiaries) who participated in the Cincinnati Retirement System with at least five years of creditable service and who were actively employed or otherwise qualified for benefits on July 1, 2011, and who are Members of "Group C," "Group D," "Group E," or "Group F" as these terms are defined by Cincinnati Municipal Code § 203-1-M1 (b), (c), (d), and (e).¹

Retirees Class: All individuals (and/or their Dependents or Surviving Beneficiaries) formerly employed by the City of Cincinnati, the University of Cincinnati, the University Hospital f/k/a General Hospital and Hamilton County, who retired on or before July 1, 2011 and have received retirement benefits from the City of Cincinnati and their Dependents and/or their Surviving Beneficiaries who are entitled to those benefits.

7. Pursuant to Fed. R. Civ. P. 23(g) the Court appoints Marc D. Mezibov, Robert D. Klausner, Jeffrey S. Goldenberg, and Christian A. Jenkins as Class Counsel for the Current

¹ The Current Employees Class also includes City of Cincinnati employees who had at least five years of creditable service prior to July 1, 2011 and who retired after July 1, 2011, as well as veterans who purchase service credit sufficient to satisfy the five years of service requirement prior to July 1, 2011.

Employees Class and Robert A. Pitcairn, Jr., James F. McCarthy, III, Peter O'Shea, and the law firm of Katz, Teller, Brant & Hild as Class Counsel for the Retirees Class. Class Counsel shall submit their applications for attorney fees and expenses no later than twenty-one (21) days prior to the date for Class Members to submit objections.

8. The City is authorized to retain Class Action Administration, Inc. as the Settlement Administrator to perform all functions and duties assigned to the Settlement Administrator in the Agreement, the cost of which shall be reimbursed by Defendant City of Cincinnati.

9. The Court directs the parties and Class Action Administration, Inc. to implement the Notice Program and to disseminate and/or publish the Notice referenced in Section 38 of the Agreement in accordance with this Order and the Agreement.

10. Any Class Member who wishes to object to the fairness, reasonableness, or adequacy of the Agreement, or to the request for attorneys' fees and expense reimbursement, must file with the Clerk of the Court and serve on designated Counsel, within 60 days of the Notice Date, a written statement of the objection as well as the specific reason(s), if any, for the objection, including any legal support the Class Member wishes to bring to the Court's attention and any evidence the Class Member wishes to introduce in support of the objection. Class Members may so object either on their own or through an attorney hired at their own expense.

Any attorney hired by a Class Member at that Class Member's expense for the purpose of objecting to the fairness, reasonableness, or adequacy of the Agreement, to any terms of the proposed Settlement, or to proposed attorneys' fees and expenses shall file with the Court and deliver to designated Counsel a Notice of Appearance no later than 60 days from the Notice Date.

Additionally, Class Members and/or their attorneys intending to make an appearance at the Fairness Hearing must by no later than 14 days prior to the Fairness Hearing:

a. File a notice of intention to appear, with the Clerk of the Court, that contains the Class Member's and/or their attorney's name, address, and telephone number, as well as a description of all evidence the Class Member and/or Class Member's attorney will seek to introduce at the Fairness Hearing, including all documents to be introduced and witnesses to be called; and

b. Serve a copy of such notice of intention to appear on counsel for the Parties as described in the Notice.

Any Class Member who files and serves a written objection in accordance with the procedure set forth above and in the Section 39 of the Settlement Agreement may appear at the Fairness Hearing to object to any aspect of the fairness, reasonableness, or adequacy of the Settlement. Class Members and/or their attorneys who do not timely comply with the procedures set forth above shall not be heard at the Fairness Hearing and waive any objection to the Settlement Agreement.

11. The Fairness Hearing shall take place on _____, 2015 at _____ in Courtroom _____, 100 East Fifth Street, Cincinnati, Ohio 45202. At the Fairness Hearing the Parties will request that the Court, among other things, (a) approve the Agreement as final, fair, reasonable, adequate, and binding on all Class Members; (b) direct the Parties and their Counsel to implement and consummate the Agreement according to its terms and to direct the Parties to comply with the Consent Decree for the full term of its 30-year duration; (c) certify the Current Employees Class and Retirees Class pursuant to Federal Rules of Civil Procedure 23(b)(1) and (b)(2); (d) finally approve the Current Employees Plaintiffs and Retirees Plaintiffs as

representatives of their respective Class; (e) finally approve and appoint Current Employees Class Counsel and Retirees Class Counsel to represent their respective Class; (f) determine and approve the payment of reasonable attorneys' fees and expense reimbursements for Class Counsel; (g) order the Settlement Administrator to process all payments due to Class Members under the Agreement; and (h) order that the claims at issue in this litigation are fully and finally resolved as of the date of Finality, as defined in the Agreement, and that Current Employees Plaintiffs, the Current Employees Class, the Retirees Plaintiffs, and the Retirees Class are forever barred and enjoined from filing, commencing, prosecuting, intervening in, participating in (as Class Members or otherwise), or receiving any benefits or other relief from, any other lawsuit, arbitration, or administrative, regulatory, or other proceeding or order in any jurisdiction based on the claims at issue in this litigation, except as set forth in the Re-Opener provisions in the Agreement and Consent Decree.

IT IS SO ORDERED.

Dated: _____

The Honorable Michael Barrett
United States District Judge

5579117.2

KTBH: 4822-9768-6819, v. 2

EXHIBIT SEVEN

PROPOSED ORDER

GRANTING

FINAL APPROVAL

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION

NICK SUNYAK, <i>et al.</i> ,	:	Case Nos.: 1:11-cv-445 and
	:	1:12-cv-329
vs.	:	
	:	Judge Michael R. Barrett
CITY OF CINCINNATI, <i>et al.</i> ,	:	
(City of Cincinnati Pension Litigation)	:	[PROPOSED]
	:	ORDER GRANTING
	:	FINAL APPROVAL OF CLASS
	:	ACTION SETTLEMENT

WHEREAS, this Court granted Preliminary Approval of the Class Action Settlement (“Settlement”) of these Actions on _____, 2015 (Doc. # __).

WHEREAS, the Current Employees Plaintiffs (Nick Sunyak, Jeffery Harmon, Jill Allgeyer, Kim Kappel, Waleia Jackson, Richard Ganulin, and Finley Jones), the Retiree Plaintiffs (Thomas A. Gamel, Sr., Paul Smith, Mark K. Jones, Dennis Davis, Ely Ryder, and Ann DeGroot), the American Federation of State and Municipal Employees Ohio Council No. 8 (“AFSCME”), and the Defendants (The City of Cincinnati, Mayor John Cranley, City Manager Harry Black, Vice-Mayor David Mann, Cincinnati City Council Members, the Cincinnati Retirement System, and the Board of Trustees of the Cincinnati Retirement System, (collectively, the “Parties”)) have filed a motion seeking final approval of this Settlement (“Motion”) (Doc. # __);

WHEREAS, the Parties appeared with their attorneys of record at a Fairness Hearing on _____, 2015 after all members of the Classes were given an opportunity to be heard in accordance with the Court’s Preliminary Approval Order, and the Court has given due consideration to the Parties’ Collaborative Settlement Agreement, including all attached exhibits and related materials, the Parties’ Motion for Final Approval, including the attached

Memorandum and all other papers filed in support, all objections to the Settlement, the complete record in this litigation, the information and arguments presented at the _____, 2015 Fairness Hearing, and all other materials relevant to this matter including the Declaration of the Settlement Administrator on Implementation and Adequacy of Settlement Notice Program as well as the Declaration of _____ (insert name of actuarial expert) concerning the impact and benefits of this Settlement on the Cincinnati Retirement System (“CRS”) and the members of the Classes;

WHEREAS, the Court recognizes that the Parties have litigated complex questions about the management of the CRS – and the respective rights of plan participants – for nearly five years, including issues related to benefits levels, eligibility requirements, healthcare packages, and funding mechanisms, and that while some of these lawsuits have been subject to conclusive appellate rulings, many pertinent legal and factual questions remain; and

WHEREAS, the Court is satisfied that the terms and conditions set forth in the Collaborative Settlement Agreement and related Consent Decree were the result of good faith, arm’s length settlement negotiations between competent and experienced counsel for the Current Employees Plaintiffs, the Current Employees Class, the Retiree Plaintiffs, the Retirees Class, and Defendants;

NOW, THEREFORE, IT IS ORDERED THAT:

1. This Order approves, adopts, and incorporates by reference in their entirety the Collaborative Settlement Agreement and the Consent Decree which are attached hereto as Exhibits 1 and 2 respectively. The Collaborative Settlement Agreement and the Consent Decree are made part of this Order as if set out in full herein and shall be fully enforceable by this Court. Accordingly, the Parties are ordered to implement and comply with all the terms of the

Collaborative Settlement Agreement and the Consent Decree.

2. For purposes of this litigation, the Court has subject matter and personal jurisdiction over the Parties, including all Class Members, and has the power and authority to approve the Collaborative Settlement Agreement and Consent Decree, including all Exhibits thereto.

3. Pursuant to Federal Rules of Civil Procedure 23(a), 23(b)(1), and 23(b)(2), the Court confirms its previous certification, and for purposes of effectuating the Settlement, grants final approval to the following two Classes:

Current Employees Class: All individuals (and/or their Dependents or Surviving Beneficiaries) who participated in the Cincinnati Retirement System with at least five years of creditable service and who were actively employed or otherwise qualified for benefits on July 1, 2011, and who are Members of “Group C,” “Group D,” “Group E,” or “Group F” as these terms are defined by Cincinnati Municipal Code § 203-1-MI (b), (c), (d), and (e).¹

Retirees Class: All individuals (and/or their Dependents or Surviving Beneficiaries) formerly employed by the City of Cincinnati, the University of Cincinnati, the University Hospital f/k/a General Hospital and Hamilton County, who retired on or before July 1, 2011 and have received retirement benefits from the City of Cincinnati and their Dependents and/or their Surviving Beneficiaries who are entitled to those benefits.

4. Pursuant to Federal Rule of Civil Procedure 23(a), (b)(1), and (b)(2), and for purposes of settlement only, the Court makes the following findings of fact and conclusions of law:

- a. The Current Employees Class and the Retirees Class are sufficiently definite and identifiable;
- b. The Current Employees Class and the Retirees Class are so numerous that joinder of all members is impracticable;

¹ The Current Employees Class also includes City of Cincinnati employees who had at least five years of creditable service prior to July 1, 2011 and who retired after July 1, 2011, as well as veterans who purchase service credit sufficient to satisfy the five years of service requirement prior to July 1, 2011.

c. There are questions of law and/or fact common within the Current Employees Class including but not limited to: (1) whether the members of the Current Employees Class were fully vested in their CRS benefits on July 1, 2011; (2) whether Defendants improperly revoked and/ or impaired Current Employees Class Members' vested CRS benefits when they enforced Ordinance No. 84-2011; (3) whether Defendants impaired contractual rights of the Current Employees Class when they enforced Ordinance No. 84-2011; (4) whether Defendants are estopped from enforcing Ordinance No. 84-2011 so as to revoke and/or impair the employment agreement with Current Employees Class Members; and (5) whether Defendants' enforcement of Ordinance No. 84-2011 operated as an unconstitutional taking of the vested property interest of Current Employees Class Members;

d. There are questions of law and/or fact common within the Retirees Class including but not limited to: (1) whether Defendants' offer of retirement benefits to the Retirees Class Members created a fundamental property right, giving each of them a vested right in those retirement benefits which cannot be reduced, impaired, revoked, or eliminated; (2) whether Defendants' actions as explained in the Retirees Class Complaint constitute an unlawful taking of the Retirees Class Members' property rights in violation of the United States Constitution and/or the Ohio Constitution; (3) whether the Defendants have a contractual obligation to provide the Retirees Class Members with certain retirement benefits, which cannot now or afterwards be reduced, impaired, revoked, or eliminated; (4) whether the unilateral reduction, impairment, revocation, and/or elimination of the Retirees Class Members' retirement benefits constitutes a breach of the Defendants' fiduciary duty; and (5) whether the Defendants are estopped

from reducing, impairing, revoking, or eliminating the retirement benefits owed to the Retirees Class;

e. The Current Employees Plaintiffs' claims are typical of the claims of the Members of the Current Employees Class as all subgroups were represented and no conflict exists between or among the subgroups, and the Retirees Plaintiffs' claims are typical of the claims of the Members of the Retirees Class;

f. Current Employees Plaintiffs and the Current Employees Class Counsel have and will fairly and adequately represent and protect the interests of the Current Employees Class, and the Retiree Plaintiffs and the Retirees Class Counsel have and will fairly and adequately represent and protect the interests of the Retirees Class;

g. Current Employees Plaintiffs' interests do not conflict with the interests of the Current Employees Class in the maintenance of this action and this Settlement, and the Retiree Plaintiffs' interests do not conflict with the interests of the Retirees Class in the maintenance of this action and this Settlement;

h. Certification of the Current Employees Class and the Retirees Class is appropriate because prosecuting separate actions by individual members of these Classes would create a risk of inconsistent and varying adjudications with respect to individual members of the Classes that would establish incompatible standards of conduct for the Defendants;

i. Certification of the Current Employees Class and the Retirees Class is appropriate because adjudications with respect to individual members of the Classes, as a practical matter, would be dispositive of the interests of the other Members not parties thereto and would substantially impair or impede their ability to protect their interests;

and

j. Certification of the Current Employees Class and the Retirees Class is appropriate because the Defendants have acted or refused to act on grounds that apply generally to the Classes, so that final injunctive relief or corresponding declaratory relief as agreed to by the Parties is appropriate respecting the Classes as a whole.

5. The Collaborative Settlement Agreement, the Consent Decree, and the terms contained therein are hereby finally approved as fair, reasonable, adequate, in the best interests of the Current Employees Class and the Retirees Class, and in compliance with all applicable requirements of the Federal Rules of Civil Procedure, the Class Action Fairness Act, the United States Constitution (including the Due Process Clause), the Rules of the Court, and any other applicable law.

6. Pursuant to Rule 23(g), the following are hereby finally designated and approved as Current Employees Class Counsel: (1) Christian A. Jenkins, Esq., Minnillo & Jenkins, Co. LPA, 2712 Observatory Avenue, Cincinnati, Ohio 45208; (2) Marc D. Mezibov, Esq., Law Office of Marc Mezibov, 401 E. Court Street, Suite 600, Cincinnati, OH 45202; (3) Jeffrey S. Goldenberg, Esq., Goldenberg Schneider, LPA, One West Fourth Street, 18th Floor, Cincinnati, Ohio 45202; and (4) Robert D. Klausner, Esq., Klausner, Kaufman, Jensen & Levinson, 10059 Northwest 1st Court, Plantation, FL 33324. The Court's designation and approval of Current Employees Class Counsel is based upon: (1) the work they have done to identify and investigate the claims in this litigation; (2) their experience handling class actions and other complex litigation, including employee benefits litigation; (3) their knowledge of the applicable law and their familiarity with the complexities of this type of pension benefits litigation; and (4) the resources they committed and are willing to continue to commit to this litigation and the

implementation of the Consent Decree going forward.

7. Robert A. Pitcairn, Esq., James F. McCarthy, III, Esq., and Peter O'Shea, Esq. of the law firm of Katz Teller Brant & Hild, 255 East Fifth Street, Suite 2400, Cincinnati, Ohio, 45202 are hereby finally designated and approved as Retirees Class Counsel pursuant to Rule 23(g). The Court's designation and approval of Retirees Class Counsel is based upon: (1) the work performed to identify and investigate the claims in this litigation; (2) their experience handling class actions and other complex litigation, including employee benefits litigation; (3) their knowledge of the applicable law and their familiarity with the complexities of this type of pension benefits litigation; and (4) the resources they committed and are willing to continue to commit to this litigation and the implementation of the Consent Decree going forward.

8. Nick Sunyak, Jeffery Harmon, Jill Allgeyer, Kim Kappel, Waleia Jackson, Richard Ganulin, and Finley Jones are designated and granted final approval as the Current Employees Class Representatives. Jill Allgeyer is designated and granted final approval as the Sub-Class C representative. Kim Kappel, Waleia Jackson, and Richard Ganulin are designated and granted final approval as the Sub-Class D representatives. Finley Jones is designated and granted final approval as the Sub-Class E representative. Jeffrey Harmon and Nick Sunyak are designated and granted final approval as the Sub-Class F representatives.

9. Thomas A. Gamel, Sr., Paul Smith, Mark K. Jones, Dennis Davis, Ely Ryder, and Ann DeGroot are finally designated and approved as the Retirees Class Representatives.

10. The Parties have provided direct mail notice to the Classes in a manner consistent with the Order Granting Motion for Preliminary Approval of Class Action Settlement. The Notice Plan, as implemented, satisfied the requirements of due process and was the best notice practicable under the circumstances. The Notice Plan was reasonably calculated, under the

circumstances, to apprise Class Members of the terms of the proposed Settlement, their right to object or exclude themselves from the proposed Settlement, and their right to appear at the Fairness Hearing. Further, the notice was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice. Also, Defendants, through Class Action Administration, Inc., notified the appropriate federal official (the Attorney General of the United States) and the appropriate State of Ohio officials (the Auditor of the State of Ohio and the Attorney General of the State of Ohio) pursuant to the Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. § 1715. Accordingly, the Defendants’ notification complies fully with its obligations under CAFA, and the notice met all applicable requirements under the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), the Rules of the Court, and any other applicable rule or law.

11. Class Action Administration, Inc. (“Settlement Administrator”) was retained to disseminate the Notice Plan in accordance with the terms of the Collaborative Settlement Agreement and the Court’s Order Granting Motion for Preliminary Approval of Class Action Settlement. It is apparent from the Declaration of _____ that the Notice Plan was properly implemented and was effective.

12. The Court has determined that notice and full opportunity has been given to the Classes to object to the terms of the Settlement. The Court also has determined that notice and full opportunity has been given to the Classes to object to Current Employees Class Counsel’s and Retirees Class Counsel’s request for attorneys’ fees and expenses. The Court has considered all of the objections to the Settlement that were submitted by members of the Classes as well as Class Counsel and Defendants’ responses to those objections, and has determined as follows:

- a. the Current Employees Plaintiffs, the Retiree Plaintiffs, the Current

Employees Class, and the Retirees Class face significant risks if this litigation were to proceed, including the real possibility of losing this litigation;

b. the possibility of a greater ultimate recovery is highly speculative and any such recovery would only occur after considerable delay, if at all;

c. the terms of the Collaborative Settlement Agreement and Consent Decree provide substantial and meaningful benefits to the Classes;

d. the Collaborative Settlement Agreement and Consent Decree are the product of vigorous, highly-contested litigation that included meaningful investigation into the facts and the law underlying the claims at issue;

e. the Settlement occurred after the litigation was substantially developed, including the exchange of voluminous actuarial data and other information during the mediation process and due diligence following the execution of the Memorandum of Understanding on December 31, 2014;

f. the Settlement negotiations were extensive, arms-length, and under the direction of the Court through a collaborative and agreed-to process that occurred without any collusion;

g. the reaction by the Classes has been overwhelmingly in favor of the Settlement; and

h. experienced Class Counsel support the Settlement.

13. Accordingly, having considered the foregoing, the costs and risks and delays of continued litigation versus the benefits provided by the Settlement, and based on this Court's knowledge of the Actions, the Court finds and concludes that the Settlement is in the best interests of the Classes and is fair, reasonable, and adequate to all members of the Classes.

14. This Settlement, including the terms of the Collaborative Settlement Agreement and Consent Decree, is accordingly granted final approval and is confirmed as fair, reasonable, adequate, and binding upon all members of the Classes.

15. The Parties are hereby directed to proceed with and complete the implementation of the Settlement. Therefore, the Court hereby orders and directs the Parties and their counsel to proceed with and complete the implementation and consummation of this Collaborative Settlement Agreement and Consent Decree according to its terms and provisions.

16. The Court enters judgment in accordance with the Collaborative Settlement Agreement and further declares the Collaborative Settlement Agreement binding on all the Parties.

17. Except as provided in the Collaborative Settlement Agreement and Consent Decree, all Parties are barred, estopped, and enjoined from asserting claims or interests arising under or out of, in connection with, or in any way relating to the claims set forth in the Litigation as defined in the Collaborative Settlement Agreement (“Barred Claims”).

18. AFSCME warrants and acknowledges that it will dismiss with prejudice *State ex rel. Council 8 AFSCME, et al. v. City of Cincinnati, et al.*, Case No. A 1 104791, within 10 days of Finality as defined in the Collaborative Settlement Agreement pursuant, and to the terms of the separate settlement agreement entered into between AFSCME and the Defendants.

19. All Parties are bound by this Order Granting Final Approval, the Collaborative Settlement Agreement, and the Consent Decree. The Court declares that the Collaborative Settlement Agreement and related Consent Decree are incorporated into this Order Granting Final Approval, each of which shall be binding on all Parties. Further, the Collaborative Settlement Agreement, the Consent Decree, and this Order shall be preclusive for the 30 years

following the Effective Date, as defined in the Collaborative Settlement Agreement, in all other pending and future lawsuits or other proceedings relating to the Barred Claims in these Actions.

20. Consistent with the above paragraph, the Court also orders that the Barred Claims are fully and finally resolved as of the date of Finality, as defined in the Collaborative Settlement Agreement, and that the City, CRS and related City Defendants are forever discharged and released from the Barred Claims and that the Current Employees Plaintiffs, the Retiree Plaintiffs, and the members of the Classes are permanently barred and enjoined from filing, commencing, prosecuting, intervening in, participating in (as Class Members or otherwise), or receiving any benefits or other relief from, any other lawsuit, arbitration, or administrative, regulatory, or other proceeding or order in any jurisdiction based on the Barred Claims, except as set forth in the Re-Opener provisions in the Collaborative Settlement Agreement and Consent Decree.

21. The Court, having considered the request of Current Employees Class Counsel for an award of attorneys' fees and reimbursement of expenses, hereby grants the request and awards Current Employees Class Counsel attorneys' fees in the sum of \$_____ which amount the Court concludes is fair and reasonable in light of the estimated \$_____ valuation of the benefits to the Current Employees Class resulting from this Settlement. The Court also approves and grants Current Employees Class Counsels' request for expense reimbursement in the amount of \$_____ for their reasonable expenses incurred in prosecuting this action and in implementing this Settlement. The fees shall be paid by _____.

22. The Court, having considered the request of Retirees Class Counsel for an award of attorneys' fees and reimbursement of expenses, hereby grants the request and awards Retirees Class Counsel attorney's fees in the sum of \$_____ which amount the Court concludes is

fair and reasonable. The Court also approves and grants Retirees Class Counsels' request for expense reimbursement in the amount of \$_____ for their reasonable expenses incurred in prosecuting this action and in implementing this Settlement. The fees shall be paid by _____.

23. Without affecting the finality of this Final Order for purposes of appeal, if any, the Court retains continuing and exclusive jurisdiction over the Parties for thirty years following the Effective Date as to all matters relating to the administration, consummation, enforcement, and interpretation of the Collaborative Settlement Agreement, the Consent Decree, and this Order Granting Final Approval, and for any other necessary purpose related thereto, including the entry of any additional orders as may be necessary and appropriate.

IT IS SO ORDERED.

DATED: _____, 2015

The Honorable Michael R. Barrett
United States District Judge

5615638.2

KTBH: 4829-0350-1603, v. 2

EXHIBIT EIGHT

CURRENT CRS

“POINT SYSTEM”

CINCINNATI RETIREMENT SYSTEM

2015 Retiree Healthcare Point System Matrix for Members Hired On or After January 9, 1997

Full Years of Membership Service + Full Years of Age at Termination = Points

Percent of Monthly Healthcare Premium Categories

Tier of Coverage	Percent of Monthly Healthcare Premium Categories				
	90 + Points 5%	80-89 Points 25%	70-79 Points 50%	60-69 Points 75%	< 60 Points 75%
Retiree only - Medicare Eligible	\$23.73	\$118.66	\$237.33	\$355.99	\$355.99
Retiree only - Non Medicare	\$47.05	\$235.25	\$470.50	\$705.74	\$705.74
Retiree & Spouse - Medicare Eligible	\$46.23	\$231.14	\$462.29	\$693.43	Not Available
Retiree & Spouse - 1 Medicare	\$69.55	\$347.73	\$695.45	\$1,043.18	Not Available
Retiree & Spouse - Non Medicare	\$92.86	\$464.31	\$928.62	\$1,392.92	Not Available
Retiree & Child(ren) - Medicare Eligible	\$37.68	\$188.41	\$376.83	\$565.24	Not Available
Retiree & Child(ren) - Non Medicare	\$61.00	\$305.00	\$610.00	\$914.99	Not Available
Retiree & Spouse & Child(ren) - Medicare Eligible	\$65.04	\$325.18	\$650.37	\$975.55	Not Available
Retiree & Spouse & Child(ren) -1 Medicare Eligible	\$88.35	\$441.77	\$883.53	\$1,325.30	Not Available
Retiree & Spouse & Child(ren) -Non Medicare	\$111.67	\$558.35	\$1,116.70	\$1,675.05	Not Available