

CONTRACT #8
RFS # 317.01-6000
FA # 07-17124-00

Finance & Administration
Benefits Administration

VENDOR:
Express Scripts, Inc.

RECEIVED
FEB 05 2009
FISCAL REVIEW



STATE OF TENNESSEE
DEPARTMENT OF FINANCE AND ADMINISTRATION
DIVISION OF BENEFITS ADMINISTRATION
William R. Snodgrass Tennessee Tower
312 Rosa L Parks Avenue, Suite 2600
Nashville, Tennessee 37243

Dave Goetz
COMMISSIONER

Phone: 615.741.4517
Fax: 615.253.8556

Laurie Lee
EXECUTIVE DIRECTOR

MEMORANDUM

To: James White, Executive Director, Fiscal Review Committee

From: Laurie Lee *LL*

Date: February 3, 2009

RE: Amendment # 1 to the Express Scripts, Inc. Contract

Please find attached a Non-Competitive Amendment request to the existing contract with Express Scripts, Inc. which has been signed by Commissioner Goetz.

The modification to the contract through this amendment extends the term, reduces the maximum liability, clarifies existing contract language, and provides a mechanism for guaranteeing costs for new drugs added to the CoverRx program. The base contract for Express Scripts is included for review as is the proposed amendment to the document.

Thank you for your consideration of this request to amend this contract with a start date for the amendment of April 16, 2009.

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	Marlene Alvarez	*Contact Phone:	615.253.8358		
*Contract Number:	FA-07-17124	*RFS Number:	31701 – 60001		
*Original Contract Begin Date:	November 15, 2006	*Current End Date:	December 31, 2009		
Current Request Amendment Number: <i>(if applicable)</i>	01				
Proposed Amendment Effective Date: <i>(if applicable)</i>	April 16, 2009				
*Department Submitting:	Finance & Administration				
*Division:	Benefits Administration				
*Date Submitted:	February 5, 2009				
*Submitted Within Sixty (60) days: <i>If not, explain:</i>	Yes				
*Contract Vendor Name:	Express Scripts, Inc.				
*Current Maximum Liability:	\$44,000,000.00				
*Current Contract Allocation by Fiscal Year: <i>(as Shown on Most Current Contract Summary Sheet)</i>					
FY: 2007	FY: 2008	FY: 2009	FY: 2010	FY:	FY:
\$11,500,000.00	\$16,250,000.00	\$16,240,000.00	\$10,000.00	\$	\$
*Current Total Expenditures by Fiscal Year of Contract: <i>(attach backup documentation from STARS or FDAS report)</i>					
FY: 2007	FY: 2008	FY: 2009	FY:	FY:	FY:
\$3,101,531.74	\$5,885,230.27	\$3,320,438.42	\$	\$	\$
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:			Contract expenditures are based on estimates of plan membership and prescription usage for the term of the contract. Surplus funds were not spent.		
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:			Surplus funds for the CoverRx program were carried forward to ensure adequate funding to sustain program growth. Carry forward authority is PC 1203, Section 35, item 11.		
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:			N/A		
*Contract Funding Source/Amount:	State:	\$44,000,000.00	Federal:		
Interdepartmental:			Other:		
If "other" please define:					
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>			Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>		
N/A			N/A		
Method of Original Award: <i>(if applicable)</i>					
RFP					

CoverRX Express Scripts FY 2009

REPORT FILTER:

Allotment (Code) = "350.60"

Vendor Name	Effective Month	Total Expenditures	
EXPRESS SCRIPTS INC	JANUARY 2007	497,941.20	
	FEBRUARY 2007	462,490.69	
	MARCH 2007	634,517.12	
	APRIL 2007	417,934.75	
	MAY 2007	498,292.22	
	JUNE 2007	590,355.76	
		FY 2007: <u>\$3,101,531.74</u>	
	JULY 2007	295,949.10	
	AUGUST 2007	550,517.14	
	SEPTEMBER 2007	481,326.85	
	OCTOBER 2007	582,773.18	
	NOVEMBER 2007	466,237.36	
	DECEMBER 2007	472,938.26	
	JANUARY 2008	515,454.18	
	FEBRUARY 2008	458,374.21	
	MARCH 2008	460,281.99	
	APRIL 2008	554,779.93	
	MAY 2008	443,092.05	
	JUNE 2008	603,506.02	
		FY 2008: <u>\$5,885,230.27</u>	
	JULY 2008	370,513.75	
	AUGUST 2008	437,250.39	
	SEPTEMBER 2008	439,588.35	
	OCTOBER 2008	510,065.34	
	NOVEMBER 2008	450,864.02	
	DECEMBER 2008	509,084.99	
	Edison CID: 2888		
	January 2009	603,071.58	
	FY 2009: <u>\$3,320,438.42</u>		
TOTAL ALL FY:	<u><u>\$12,307,200.43</u></u>		

NON-COMPETITIVE AMENDMENT REQUEST:

RECEIVED

APPROVED

FEB 05 2009

FISCAL REVIEW

Commissioner of Finance & Administration

1) RFS #	31701-60001	
2) Procuring Agency :	Finance & Administration, Benefits Administration	
EXISTING CONTRACT INFORMATION		
3) Service Caption :	Provides administrative services for the State's pharmacy assistance program, CoverRx	
4) Contractor :	Express Scripts, Inc.	
5) Contract #	FA-07-17124-00	
6) Contract Start Date :	November 15, 2006	
7) CURRENT Contract End Date : (if ALL options to extend the contract are exercised)	December 31, 2009	
8) CURRENT Maximum Cost : (if ALL options to extend the contract are exercised)	\$ 44,000,000	
PROPOSED AMENDMENT INFORMATION		
9) Amendment #	01	
10) Amendment Effective Date : (attached explanation required if < 60 days after F&A receipt)	April 16, 2009	
11) PROPOSED Contract End Date : (if ALL options to extend the contract are exercised)	December 31, 2011	
12) PROPOSED Maximum Cost : (if ALL options to extend the contract are exercised)	\$ 37,000,000	
13) Approval Criteria : (select one)	<input checked="" type="checkbox"/> use of Non-Competitive Negotiation is in the best interest of the state	
	<input type="checkbox"/> only one uniquely qualified service provider able to provide the service	
14) Description of the Proposed Amendment Effects & Any Additional Service :		
No additional services are being added. The effect of the proposed amendment is to clarify existing contract language, extend the contract for two additional years, and provide a mechanism for guaranteeing costs for new drugs added to the CoverRx formulary.		
15) Explanation of Need for the Proposed Amendment :		
<p>1. <u>Maximum Liability</u>: This amendment updates the maximum liability of the CoverRx contract to reflect recent programmatic budget reductions & an extension of the contract. The original maximum liability was \$44 million and it is being updated to \$37 million.</p> <p>2. <u>Mail order turnaround</u>: The contract language concerning mail order turnaround time and the corresponding performance guarantee are being updated to clarify the state's intent and expectations. Current contract language states that the maximum turnaround time should be no greater than 48 hours. Changing the language from "48 hours" to "2 business days" reflects the state's expectation that mail order turnaround time will be measured using operating hours only and does not penalize the contractor for hours the mail order facility is not regularly open. Example: applications received by the mail order facility on a Friday will never be processed within 48 hours because the facility is closed on the weekend. However, all prescriptions will be processed within 2 business days</p>		

regardless of the day received.

3. Telephone response time: The existing performance guarantee requires that incoming phone calls not be placed in a queue for more than two minutes. The vendor does not operate a queue for incoming calls, which means that calls are never placed in a queue. The vendor is exceeding the performance guarantee expectation, but is unable to report on this guarantee. By removing the language we eliminate the expectation that the vendor will report on this guarantee.
4. Attachment H: Updating the language regarding Attachment H provides additional support, and clarification of, the formulary update process while also providing a standard process for defining price guarantees for formulary changes.
5. Contract Term: This request is to extend the contract for two years, from a three year to a five year contract. This rule exception extension is in the State's best interest due to the favorable pricing terms currently guaranteed under this contract. The two year extension also offers CoverRx members no additional disruption to their pharmacy assistance, particularly the newly enrolled mental health population, who recently experienced a significant change in their pharmacy coverage when they were removed from TennCare and enrolled in CoverRx.
6. Payment Methodology: The Payment Methodology is being updated to reflect the proposed two year extension of this contract. The Contractor has agreed to match year three pricing in years four and five.

16) Name & Address of Contractor's Current Principal Owner(s) : (not required for a TN state education institution)

Express Scripts, Inc.
Attn: George Paz, President
13900 Riverport Dr.
Maryland Heights, Missouri 63043

17) Office for Information Resources Endorsement : (required for information technology service; n/a to THDA)

Documentation is ... **Not Applicable to this Request** **Attached to this Request**

18) eHealth Initiative Endorsement : (required for health-related professional, pharmaceutical, laboratory, or imaging service)

Documentation is ... **Not Applicable to this Request** **Attached to this Request**

19) Department of Human Resources Endorsement : (required for state employees training service)

Documentation is ... **Not Applicable to this Request** **Attached to this Request**

20) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :

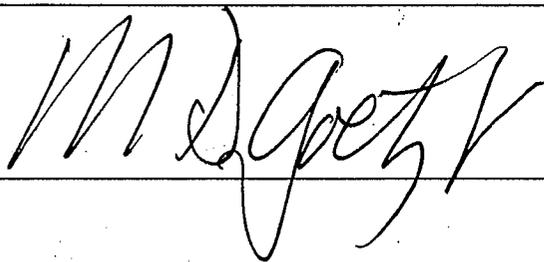
Not applicable – Changes are clarifications of existing contract language and continuation of current services. No new services are being procured.

21) Justification for the Proposed Non-Competitive Amendment :

This amendment clarifies existing contract language, as well as State expectations, for the vendor currently delivering CoverRx pharmacy assistance services. It also extends the contract term two additional years. No new services are being procured.

AGENCY HEAD SIGNATURE & DATE :

(must be signed & dated by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR— signature by an authorized signatory will be accepted only in documented exigent circumstances)



2/4/09

REQUEST: RULE EXCEPTION

APPROVED

Commissioner of Finance & Administration

Date:

RFS # 31786 - 60001

INFORMATION ABOUT THE EXCEPTION(S) REQUESTED**SUBJECT RULE NUMBER(S) :**

"0620-3-3-.07(5)" for an exception permitting a contract term greater than five (5) years

DESCRIPTION OF EXCEPTION(S) :

The department seeks a rule exception to amend the contract to a period commencing on November 15, 2006 and ending on December 31, 2011 causing the contract to terminate at the end of calendar year 2011. This amendment will thereby allow for the continuity of services for CoverRx participants. The initial period of the contract during the end of calendar year 2006 allowed the Contractor time to enroll individuals into CoverRx who previously were served under the State's Mental Health Safety Net and had been disenrolled as a result of TennCare reform efforts.

JUSTIFICATION : (compelling rationale for and validation of rule exception request)

The extension to the end of calendar year 2011 will allow the State the opportunity to secure a vendor for these services during calendar year 2011 for program implementation beginning January 1, 2012.

INFORMATION REGARDING THE APPLICABLE CONTRACT**CONTRACTOR :**

Express Scripts, Inc.

SERVICE INVOLVED :

Provides administrative services for the State's pharmacy assistance program known as CoverRx

BEGIN DATE :

November 15, 2006

END DATE (including ALL options for term extension) :

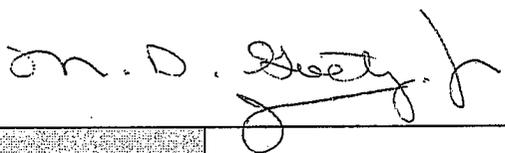
December 31, 2011

MAXIMUM LIABILITY (including ALL options for term extension) :

\$37,000,000.00

AGENCY HEAD REQUEST SIGNATURE:

(signed by the procuring agency head or authorized signatory)


SIGNATURE DATE:

2-4-09

CONTRACT AMENDMENT COVER

RFS Tracking #		Edison Contract ID #			Amendment #	
31701-60001		00000000000000000000000002888			01	
Amendment Purpose				Delegated Authority Requisition ID # (Only if applicable)		
Provides administrative services for the State's pharmacy assistance program known as CoverRx. Amendment extends term, reduces maximum liability, clarifies existing contract language, & provides a mechanism for guaranteeing costs for new drugs added to the CoverRx formulary.				<p style="text-align: center;">RECEIVED</p> <p style="text-align: center;">FEB 05 2009</p> <p style="text-align: center;">FISCAL REVIEW</p>		
Contractor/Grantee				Contractor/Grantee FEIN or SSN		
Express Scripts, Inc.				<input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- 43 - 1420563		
Begin Date		End Date		Subrecipient or Vendor		CFDA #(s)
November 15, 2006		December 31, 2011		<input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Vendor		
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount	
2007	\$3,101,600.00				\$3,101,600.00	
2008	\$5,885,300.00				\$5,885,300.00	
2009	\$8,000,000.00				\$8,000,000.00	
2010	\$8,000,000.00				\$8,000,000.00	
2011	\$8,000,000.00				\$8,000,000.00	
2012	\$4,013,100.00				\$4,013,100.00	
TOTAL:	\$37,000,000.00				\$37,000,000.00	
— COMPLETE FOR AMENDMENTS —				Procuring Agency Contact & Telephone #		
FY	Base Contract & Prior Amendments	THIS Amendment ONLY	Maureen Abbey, Director – Office of Business & Finance 312 Rosa L Parks Avenue, Suite 2000 Nashville, Tennessee 37243 615.741.6070			
2007	\$11,500,000.00	(\$8,398,400.00)	Procuring Agency Budget Officer Approval (there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred.)			
2008	\$16,250,000.00	(\$10,364,700.00)				
2009	\$16,240,000.00	(\$8,240,000.00)				
2010	\$10,000.00	\$7,990,000.00				
2011	\$0.00	\$8,000,000.00				
2012	\$0.00	\$4,013,100.00				
TOTAL:	\$44,000,000.00	(\$7,000,000.00)	Speed Code		Account Code	
					70804000	
— OCR Use —				Procurement Process Summary (FA or ED-type only)		
				The original contract (FA0717124) was procured through the RFP process.		

**AMENDMENT ONE
TO FA – 07 – 17124**

This Contract Amendment is made and entered by and between the State of Tennessee, Department of Finance and Administration, Benefits Administration Division, hereinafter referred to as the "State" and Express Scripts, Inc., hereinafter referred to as the "Contractor." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Contract is hereby amended as follows:

1. The text of Contract Section A.7.6. is deleted in its entirety and replaced with the following:

A.7.6. After verifying the client's eligibility, the Contractor will mail, or deliver, if the Contractor prefers, medications directly to the participant's designated address, or allow participant pickup at the Contractor's retail pharmacy, if the participant requests that arrangement. All complete, fillable prescriptions must be dispensed within two (2) business days of their receipt at ESI's Mail Service Pharmacy.

2. The text of Contract Section B. is deleted in its entirety and replaced with the following:

B. CONTRACT TERM:

B.1. This Contract shall be effective for the period commencing on November 15, 2006 and ending on December 31, 2011. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

3. The text of Contract Section C.1. is deleted in its entirety and replaced with the following:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed thirty-seven million dollars (\$37,000,000). The payment rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

4. The text of Contract Section C.3. is deleted in its entirety and replaced with the following:

C.3. Payment Methodology. The Contractor shall be compensated based on the Service Rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory completion of units of service or project milestones defined in Section A. The Contractor shall be compensated based upon the following Service Rates:

<u>SERVICE UNIT/MILESTONE</u>	<u>YEAR 1 AMOUNT</u>	<u>YEAR 2 AMOUNT</u>	<u>YEAR 3 AMOUNT</u>	<u>YEAR 4 AMOUNT</u>	<u>YEAR 5 AMOUNT</u>
	11/15/2006 – 12/31/2007	01/01/2008 – 12/31/2008	01/01/2009 – 12/31/2009	01/01/2010 – 12/31/2010	01/01/2011 – 12/31/2011

Per Claim Administrative Fee	\$2.99	\$2.99	\$2.99	\$2.99	\$2.99
Claims Reimbursement:					
Retail Drug Costs					
Brand discount and dispensing fee	An average AWP-15.84% plus an average \$1.95 dispensing fee	An average AWP-16.09% plus an average \$1.95 dispensing fee	An average AWP-16.34% plus an average \$1.95 dispensing fee	An average AWP-16.34% plus an average \$1.95 dispensing fee	An average AWP-16.34% plus an average \$1.95 dispensing fee
Generic discount and dispensing fee	An average AWP-24% plus an average \$1.95 dispensing fee	An average AWP-24% plus an average \$1.95 dispensing fee	An average AWP-24% plus an average \$1.95 dispensing fee	An average AWP-24% plus an average \$1.95 dispensing fee	An average AWP-24% plus an average \$1.95 dispensing fee
MAC dispensing fee	An average of \$1.95 dispensing fee	An average of \$1.95 dispensing fee	An average of \$1.95 dispensing fee	An average of \$1.95 dispensing fee	An average of \$1.95 dispensing fee
MAC pricing per formulary drug	See Attachment H for individual drug payment rates	See Attachment H for individual drug payment rates	See Attachment H for individual drug payment rates	See Attachment H for individual drug payment rates	See Attachment H for individual drug payment rates
Mail Order Drug Costs					
Brand discount and dispensing fee	AWP-24% plus \$0.00 dispensing fee	AWP-24% plus \$0.00 dispensing fee	AWP-24% plus \$0.00 dispensing fee	AWP-24% plus \$0.00 dispensing fee	AWP-24% plus \$0.00 dispensing fee
Generic discount and dispensing fee (for drugs without MAC pricing)	AWP-24% plus \$0.00 dispensing fee				
MAC dispensing fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
MAC pricing per formulary drug	See Attachment H for individual drug payment rates	See Attachment H for individual drug payment rates	See Attachment H for individual drug payment rates	See Attachment H for individual drug payment rates	See Attachment H for individual drug payment rates

Changes to the methodology used to calculate drug prices shall be allowed by the State when necessary; however, any new methodology for calculation must result in drug costs which are equal to or less than the drug costs which are calculated using the above rates. The State shall not be liable for increases in drug costs due to revised calculations.

The MAC pricing per individual formulary drug payment rates for years one, two, three, four, and five is included as Attachment H of this contract.

The State will allow claims which are calculated using a MAC price to adjust to market fluctuations by allowing an annual aggregate deviation of one percent (1%) from the proposed MAC pricing during year one of the contract, a deviation of three percent (3%) during year two of the contract, and a deviation of five percent (5%) during years three, four, and five of the contract.

The Contractor shall submit **weekly** invoices, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Claims

above five (5) per member per month (PMPM) (excluding insulin and diabetic supplies) and non formulary claims are excluded from the administrative fee. The administrative fee will be decreased by \$0.15 per claim if the number of claims above the five (5) PMPM prescription limit (excluding insulin and diabetic supplies) and non formulary claims are below 15% of total claims. The administrative fee will be decreased by \$0.30 per claim if the number of claims above the five (5) PMPM prescription limit (excluding insulin and diabetic supplies) and non formulary claims are below 10% of total claims. Claims above five (5) PMPM (excluding insulin and diabetic supplies) and non formulary claims will be measured quarterly. The Contractor shall issue a check to the State during the first month of the following quarter for any claims discounts realized during the previous quarter. If the number of claims above the five (5) PMPM prescription limit (excluding insulin and diabetic supplies) and non formulary claims exceeds 15% of total claims, the administrative fee will not exceed the Per Claim Administrative Fee listed in Section C.3 of the contract. This clause shall remain in effect after the contract term until all claims discounts due to the State have been paid by the Contractor to the State.

The average drug discounts and average dispensing fees paid by the State will be reconciled in the aggregate annually by the Contractor. The average annual discounts and average annual dispensing fees, as calculated in the required Drug Cost Reconciliation report, will be compared with the Contractor's guaranteed proposed discounts and dispensing fees in Section C.3 of the contract. If any of the actual annual average drug discounts are less than the discounts in Section C.3 of the contract and/or any of the actual annual average dispensing fees exceed the dispensing fees in Section C.3 of the contract, the Contractor will reimburse the State for the difference between the actual costs and the guaranteed costs.

- (a) State shall pay Contractor by Automated Clearing House (ACH) payment within five (5) business days from the date of State's receipt of the Contractor's invoice (the "Due Date") for completed work. If payment is not received by Contractor within seven (7) days of the Due Date, or by such other date as has been mutually agreed to by the parties, Contractor may suspend further performance under this Contract until payment is received or mutually agreeable arrangements are made. In the event the State fails to pay on or before a Due Date, or such other date as mutually agreed to, three times during the term of this Contract, the Contractor may terminate this Contract.
- (b) The State and Contractor agree to negotiate and make good faith efforts to expeditiously resolve any disputes regarding fees.
- (c) The Contractor and State acknowledge the statutory provisions of the Prompt Pay Act of 1985, as set forth in Tennessee Code Ann. 12-4-701, et.seq.

5. The text of Contract Section E.2. is deleted in its entirety and replaced with the following:

- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Marlene D. Alvarez, Manager of Procurements and Contracting
Tennessee Department of Finance and Administration,
Benefits Administration Division
312 Rosa L Parks Avenue, Suite 2600
Nashville, TN 37243
marlene.alvarez@state.tn.us

Telephone: 615.253.8358
 FAX: 615.253.8556

The Contractor:

George Paz, President
 Express Scripts, Inc.
 13900 Riverport Drive
 Maryland Heights, MO 63043
george.paz@express-scripts.com
 Telephone: 314.702.7548
 FAX: 314.770.1581

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

6. Contract Attachment B is deleted in its entirety and replaced with the new Contract Attachment B attached hereto.
7. Contract Attachment H is deleted in its entirety and replaced with the new Contract Attachment H attached hereto.
8. The following provision is added as Contract Section D.20.:

D.20 Prohibition of Illegal Immigrants. The requirements of Public Acts of 2006, Chapter Number 878, of the state of Tennessee, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

- a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment I, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to state officials upon request.
- b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.
- c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
- d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.

- e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.

9. The following provision is added as Contract Section E.11.:

E.11. Voluntary Buyout Program. The Contractor acknowledges and understands that, for a period of two years beginning August 16, 2008, restrictions are imposed on former state employees who received a State of Tennessee Voluntary Buyout Program (VBP) severance payment with regard to contracts with state agencies that participated in the VBP.

- a. The State will not contract with either a former state employee who received a VBP severance payment or an entity in which a former state employee who received a VBP severance payment or the spouse of such an individual holds a controlling financial interest.
- b. The State may contract with an entity with which a former state employee who received a VBP severance payment is an employee or an independent contractor. Notwithstanding the foregoing, the Contractor understands and agrees that there may be unique business circumstances under which a return to work by a former state employee who received a VBP severance payment as an employee or an independent contractor of a State contractor would not be appropriate, and in such cases the State may refuse Contractor personnel. Inasmuch, it shall be the responsibility of the State to review Contractor personnel to identify any such issues.
- c. With reference to either subsection a. or b. above, a contractor may submit a written request for a waiver of the VBP restrictions regarding a former state employee and a contract with a state agency that participated in the VBP. Any such request must be submitted to the State in the form of the *VBP Contracting Restriction Waiver Request* format available from the State and the Internet at: www.state.tn.us/finance/rds/ocr/waiver.html. The determination on such a request shall be at the sole discretion of the head of the state agency that is a Party to this Contract, the Commissioner of Finance and Administration, and the Commissioner of Human Resources.

10. Contract Attachment I attached hereto is added as a new Contract Attachment.

The revisions set forth herein shall be effective April 16, 2009. All other terms and conditions not expressly amended herein shall remain in full force and effect.

**IN WITNESS WHEREOF,
EXPRESS SCRIPTS, INC.:**

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION:

M.D. GOETZ, JR., COMMISSIONER

DATE

APPROVED:

COMMISSIONER OF FINANCE & ADMINISTRATION

DATE

COMPTROLLER OF THE TREASURY

DATE

ATTACHMENT B

PERFORMANCE GUARANTEES

The Contractor shall pay to the State the indicated total dollar assessment upon notification by the State that an amount is due, through the term of the contract.

1. Mail Order Turnaround	
Guarantee See A.7.6	All complete, fillable prescriptions must be dispensed within two (2) business days of their receipt at ESI's Mail Service Pharmacy.
Definition	Mail order turnaround is measured from the time a prescription or refill request is received by the mail order pharmacy to the time it leaves the mail order pharmacy and mailed to the participant. Completed and fillable prescriptions are those that require no intervention before they can be properly and/or accurately filled. (e.g. follow-up with participants or providers, for any reason)
Assessment	One thousand dollars (\$1,000) per month for each month the Contractor is five (5) full percentage points below one hundred percent (100%) compliance.
Compliance report	The Compliance Report is the quarterly internal audit performed by the Contractor on a statistically valid sample. The Contractor shall measure and report results quarterly. Performance will be reconciled annually.
2. Eligibility and Enrollment	
Guarantee See A.11.1.5	For no less than ninety-five percent (95%) of new participants, a determination of eligibility will be made within five (5) working days of receipt of a completed application.
Definition	Determination of eligibility is defined as assessing whether or not an individual applicant meets the State's eligibility criteria for participation in CoverRx. A completed application is defined as one in which the applicant has provided the required data fields and supporting documentation.
Assessment	One thousand (\$1,000) dollars per month for every month out of compliance.
Compliance Report	The Compliance Report is the quarterly internal audit performed by the Contractor on a statistically valid sample of new participants. The Contractor shall measure and report results quarterly. Performance will be reconciled annually.
Guarantee See A.11.1.7	Annual verification of participant eligibility, for no less than ninety-five percent (95%) of participants, shall occur within thirty (30) days of each participant's anniversary date.
Definition	Verification of participant eligibility is defined as assessing whether or not an individual applicant continues to meet the State's eligibility criteria for participation in CoverRx based on updated participant information that has been submitted by the participant to the Contractor.
Assessment	One thousand dollars (\$1,000) per month for every month out of compliance.
Compliance Report	The Compliance Report is the quarterly internal audit performed by the Contractor on a statistically valid sample. The Contractor shall measure and report results quarterly. Performance will be reconciled annually.
Guarantee See A.11.2.2.1	The contractor will: 1. Systematically compare, via computer programs, the State's file of Mental Health Safety Net Participants within five (5) working days of receipt of the file from the State, and; 2. Resolve all mismatches identified by the reconciliation processing of the file within ten (10) working days of receipt of the files from the State.
Definition	Guarantee #1 is defined as the demonstrated actual processing and updating of the Contractor's data based on the State's auto enrollment file records. Guarantee #2 is defined as the demonstrated correction of "mismatches" identified in the State's auto enrollment file records. "Mismatches" are defined as any difference of values between the State's and the Contractor's database.
Assessment	For Guarantee 1 and 2, both separately and individually, the Contractor will be assessed one hundred dollars (\$100.00) per day for the first (1 st) and second (2 nd) working days out of compliance; five hundred dollars (\$500.00) per working day thereafter.
Compliance Report	Compliance will be reported via the Contractor's submission of the <i>Auto Enrollment Update Report</i> within twelve (12) working days of the receipt of the files.
Guarantee	The Contractor shall submit to the State its full file of participants or a subset of participants within five (5) calendar days of the request of the State.
Definition	Guarantee is defined as the State's receipt of a complete participant file in the requested format.

Assessment See A.11.2.3.1	The Contractor will be assessed a penalty of one hundred dollars (\$100.00) per day for the first (1 st) and second (2 nd) working days out of compliance; five hundred dollars (\$500.00) per working day thereafter.
Compliance report	Compliance will be reported via the Contractor's submission of the <i>Enrollment Update Report</i> within five (5) working days of the request of the State.
3. Claims Processing Accuracy	
Guarantee See A.15.6	The average quarterly processing accuracy will be ninety-five percent (95%) or higher.
Definition	Claims Processing Accuracy is defined as the absolute number of State participant claims with no processing or procedural errors, divided by the total number of State participant claims within the audit sample. <u>This excludes financial errors.</u>
Assessment	One thousand dollars (\$1000) for each two (2) full percentage points below ninety-five percent (95%), for each contracted quarter.
Compliance report	The Compliance Report is the quarterly internal audit performed by the Contractor on a statistically valid sample of claims. The Contractor shall measure and report results quarterly. Performance will be reconciled annually.
4. Claims Payment Accuracy	
Guarantee See A.15.6	The average quarterly financial accuracy for claims payments will be ninety-five percent (95%) or higher.
Definition	Claims Payment Accuracy is defined as the number of audited claims paid correctly divided by the total number of audited claims, expressed as a percentage.
Assessment	One thousand dollars (\$1000) for each full two (2) full percentage points below 95% for each contracted quarter.
Compliance report	The Compliance Report is the quarterly internal audit performed by the Contractor on a statistically valid sample of claims. The Contractor shall measure and report results quarterly. Performance will be reconciled annually.
5. Claims Turnaround Time	
Guarantee See A.15.6	The average quarterly claims payment turnaround time will not be greater than the following: For the first ninety (90) days from program implementation: <ul style="list-style-type: none"> • Thirty (30) calendar days for ninety percent (90%) of non-investigated (clean) claims; and • Forty-five (45) calendar days for ninety-six (96%) of all claims Thereafter: <ul style="list-style-type: none"> • Fourteen (14) calendar days for ninety percent (90%) of non-investigated (clean) claims; and • Thirty (30) calendar days for ninety-six (96%) of all claims
Definition	Claims Turnaround Time is measured from the date the claim is received in the office to the date processed, including weekends and holidays.
Assessment	Non-Investigated Claims (clean): One thousand dollars \$1000 for each full percentage point below the required minimum standard of ninety percent (90%) within the respective time frame. Quarterly Guarantee. All Claims: One thousand dollars (\$1000) for each full percentage point below the required minimum standard of ninety-six percent (96%) within the respective time frame. Quarterly Guarantee.
Compliance report	The Compliance Report is the quarterly internal audit performed by the Contractor on a statistically valid sample of claims. The Contractor shall measure and report results quarterly. Performance will be reconciled annually.
6. Telephone Response Time	
Guarantee See A.12.5	Ninety-five percent (95%) of incoming participant services calls will be answered in 30 seconds or less.
Definition	Telephone Response Time is defined as the amount of time elapsing between the time a call is received into the phone system and when a live participant services representative answers the phone.
Assessment	One hundred dollars (\$100) for each three (3) second increments over the thirty (30) second benchmark. Quarterly guarantee.
Compliance report	The Compliance Report is the Contractor's internal telephone support system reports. Performance will be measured quarterly; reported and reconciled annually.
7. Participant Communication Materials	
Guarantee	1. Participant identification cards, descriptive booklets, and provider directories will be

See A.12.7	distributed to no less than ninety-five percent (95%) of new participants within one (1) week of enrollment. Performance will be based on an annual average.	
	2. Participant identification cards, descriptive booklets, and provider directories will be distributed to no less than ninety-five percent (95%) of persons auto-enrolled through the Mental Health Safety Net program three (3) weeks prior to program implementation.	
Definition	Participant Communication Materials are any written materials developed and/or distributed by the Contractor which can be used by the participant to access, understand, clarify or make decisions concerning CoverRx.	
Assessment	For Guarantee 1 and 2, both separately and individually, \$2,000 per year in which the standard is not met.	
Compliance report	The Compliance Report is the quarterly internal audit performed by the Contractor on a statistically valid sample. The Contractor shall measure and report results quarterly. Performance will be reconciled annually.	
8. Provider/Facility Network Accessibility		
Guarantee See A.8.1 & A.16.3	As measured by the GeoNetworks® Provider & Facility Network Accessibility Analysis, the Contractor's provider and facility network will assure that within 90 days of program implementation, 95% of all participants will have the Access Standard indicated.	
Definition	Provider Group	Access Standard
	Dispensing Pharmacy Provider	1 retail pharmacy within 30 miles
Assessment	Five hundred dollars (\$500) for each week beyond the first 90 days program implementation that the above listed standard is not met.	
Compliance report	Compliance reports are the preliminary 90-day and, thereafter, the annual GeoNetworks Analysis submitted by Contractor. The Annual guarantee is Measured, reported and reconciled annually due on the contract start date.	
9. Program Implementation		
Guarantee See A.1	The CoverRx program will be operational no later than January 1, 2007.	
Definition	Operational is defined as the ability to enroll participants, accept and process POS claims, accept and process mail order prescriptions accurately, and provide all other services outlined in the contract.	
Assessment	Five hundred dollars (\$500) for every day beyond the target date that the program is not operational.	
Compliance report	Compliance will be measured by the State's acceptance of the system as operational.	

CONTRACT ATTACHMENT H

MAC PRICING PER FORMULARY DRUG

GCN	FirstOfDrug	FirstOfStrength	FirstOfForm	Year 1	Year 2	Year 3	Year 4	Year 5
132	LANOXIN	125MCG	TABLET	0.1157	0.1157	0.1157	0.1157	0.1157
133	LANOXIN	250MCG	TABLET	0.1157	0.1157	0.1157	0.1157	0.1157
310	THEOPHYLLINE ANHYDROUS	300MG	CAP.SR 12H	0.4293	0.4293	0.4293	0.4293	0.4293
312	THEOPHYLLINE ANHYDROUS	200MG	CAP.SR 12H	0.3734	0.3734	0.3734	0.3734	0.3734
410	THEOPHYLLINE ANHYDROUS	100MG	TAB.SR 12H	0.1509	0.1509	0.1509	0.1509	0.1509
411	THEOPHYLLINE ANHYDROUS	200MG	TAB.SR 12H	0.215	0.215	0.215	0.215	0.215
413	THEOPHYLLINE ANHYDROUS	300MG	TAB.SR 12H	0.2337	0.2337	0.2337	0.2337	0.2337
730	RIMANTADINE HCL	100MG	TABLET	1.242	1.242	1.242	1.242	1.242
780	NEURONTIN	100MG	CAPSULE	0.1241	0.1241	0.1241	0.1241	0.1241
781	NEURONTIN	300MG	CAPSULE	0.2612	0.2612	0.2612	0.2612	0.2612
782	NEURONTIN	400MG	CAPSULE	0.3003	0.3003	0.3003	0.3003	0.3003
960	ENALAPRIL MALEATE	5MG	TABLET	0.1166	0.1166	0.1166	0.1166	0.1166
961	ENALAPRIL MALEATE	10MG	TABLET	0.1251	0.1251	0.1251	0.1251	0.1251
962	ENALAPRIL MALEATE	20MG	TABLET	0.1539	0.1539	0.1539	0.1539	0.1539
963	ENALAPRIL MALEATE	2.5MG	TABLET	0.0927	0.0927	0.0927	0.0927	0.0927
1011	QUINIDINE GLUCONATE	324MG	TABLET SA	0.6571	0.6571	0.6571	0.6571	0.6571
1070	URSODIOL	300MG	CAPSULE	1.0035	1.0035	1.0035	1.0035	1.0035
1130	NORPACE	100MG	CAPSULE	0.4247	0.4247	0.4247	0.4247	0.4247
1131	NORPACE	150MG	CAPSULE	0.4747	0.4747	0.4747	0.4747	0.4747
1141	NORPACE CR	150MG	CAPSULE SA	0.9623	0.9623	0.9623	0.9623	0.9623
1390	CLONIDINE HCL	0.1MG	TABLET	0.0765	0.0765	0.0765	0.0765	0.0765
1391	CLONIDINE HCL	0.2MG	TABLET	0.1067	0.1067	0.1067	0.1067	0.1067
1392	CLONIDINE HCL	0.3MG	TABLET	0.1486	0.1486	0.1486	0.1486	0.1486
1480	CAPOTEN	100MG	TABLET	0.1704	0.1704	0.1704	0.1704	0.1704
1481	CAPTOPRIL	25MG	TABLET	0.0415	0.0415	0.0415	0.0415	0.0415
1482	CAPTOPRIL	50MG	TABLET	0.0614	0.0614	0.0614	0.0614	0.0614
1483	CAPOTEN	12.5MG	TABLET	0.034	0.034	0.034	0.034	0.034
1931	ISMO	20MG	TABLET	0.2618	0.2618	0.2618	0.2618	0.2618
1932	MONOKET	10MG	TABLET	0.2876	0.2876	0.2876	0.2876	0.2876
1942	ISOSORBIDE DINITRATE	10MG	TABLET	0.0533	0.0533	0.0533	0.0533	0.0533
1944	ISOSORBIDE DINITRATE	20MG	TABLET	0.0571	0.0571	0.0571	0.0571	0.0571
1945	ISOSORBIDE DINITRATE	30MG	TABLET	0.2086	0.2086	0.2086	0.2086	0.2086
1947	ISORDIL	5MG	TABLET	0.0673	0.0673	0.0673	0.0673	0.0673
1975	ISOSORBIDE DINITRATE	5MG	TAB SUBL	0.0513	0.0513	0.0513	0.0513	0.0513
1976	ISOSORBIDE DINITRATE	2.5MG	TAB SUBL	0.0513	0.0513	0.0513	0.0513	0.0513
2221	PROCARDIA XL	30MG	TAB OSM 24	0.8062	0.8062	0.8062	0.8062	0.8062
2222	PROCARDIA XL	60MG	TAB OSM 24	1.3258	1.3258	1.3258	1.3258	1.3258
2223	PROCARDIA XL	90MG	TAB OSM 24	1.9046	1.9046	1.9046	1.9046	1.9046
2226	ADALAT CC	30MG	TABLET SA	0.7236	0.7236	0.7236	0.7236	0.7236
2227	ADALAT CC	60MG	TABLET SA	1.3534	1.3534	1.3534	1.3534	1.3534
2228	ADALAT CC	90MG	TABLET SA	1.9292	1.9292	1.9292	1.9292	1.9292
2320	DILTIAZEM HCL	90MG	CAP.SR 12H	0.6622	0.6622	0.6622	0.6622	0.6622
2321	DILTIAZEM HCL	120MG	CAP.SR 12H	0.9186	0.9186	0.9186	0.9186	0.9186
2322	DILTIAZEM HCL	60MG	CAP.SR 12H	0.5308	0.5308	0.5308	0.5308	0.5308
2323	CARDIZEM CD	180MG	CAP.SR 24H	0.8687	0.8687	0.8687	0.8687	0.8687
2324	CARDIZEM CD	240MG	CAP.SR 24H	1.1638	1.1638	1.1638	1.1638	1.1638
2325	CARDIZEM CD	300MG	CAP.SR 24H	1.5919	1.5919	1.5919	1.5919	1.5919
2326	CARDIZEM CD	120MG	CAP.SR 24H	0.742	0.742	0.742	0.742	0.742
2328	DILTIAZEM HCL	360MG	CAPSULE SA	1.6537	1.6537	1.6537	1.6537	1.6537
2329	DILTIAZEM HCL	180MG	CAPSULE SA	0.9245	0.9245	0.9245	0.9245	0.9245
2330	DILTIAZEM HCL	120MG	CAPSULE SA	0.766	0.766	0.766	0.766	0.766
2332	DILTIAZEM HCL	240MG	CAPSULE SA	1.2618	1.2618	1.2618	1.2618	1.2618

2333	DILTIAZEM HCL	300MG	CAPSULE SA	1.6427	1.6427	1.6427	1.6427	1.6427
2341	CALAN	120MG	TABLET	0.1482	0.1482	0.1482	0.1482	0.1482
2342	CALAN	80MG	TABLET	0.1104	0.1104	0.1104	0.1104	0.1104
2350	PROCARDIA	10MG	CAPSULE	0.1842	0.1842	0.1842	0.1842	0.1842
2351	NIFEDIPINE	20MG	CAPSULE	0.3954	0.3954	0.3954	0.3954	0.3954
2620	PLENDIL	2.5MG	TAB.SR 24H	0.9872	0.9872	0.9872	0.9872	0.9872
2621	PLENDIL	5MG	TAB.SR 24H	0.9872	0.9872	0.9872	0.9872	0.9872
2622	PLENDIL	10MG	TAB.SR 24H	1.7742	1.7742	1.7742	1.7742	1.7742
3001	VERELAN	180MG	CAP24H PEL	0.608	0.608	0.608	0.608	0.608
3002	VERELAN	240MG	CAP24H PEL	0.7085	0.7085	0.7085	0.7085	0.7085
3003	VERELAN	120MG	CAP24H PEL	0.5905	0.5905	0.5905	0.5905	0.5905
3321	POTASSIUM CHLORIDE	10MEQ	CAPSULE SA	0.18	0.18	0.18	0.18	0.18
3404	K-LOR	20MEQ	PACKET	0.1435	0.1435	0.1435	0.1435	0.1435
3442	POTASSIUM CHLORIDE	40MEQ/15ML	LIQUID	0.0087	0.0087	0.0087	0.0087	0.0087
3443	POTASSIUM CHLORIDE	20MEQ/15ML	LIQUID	0.006	0.006	0.006	0.006	0.006
3510	POTASSIUM CHLORIDE	10MEQ	TABLET SA	0.1262	0.1262	0.1262	0.1262	0.1262
3512	K-DUR	10MEQ	TAB PRT SR	0.1683	0.1683	0.1683	0.1683	0.1683
3513	K-DUR	20MEQ	TAB PRT SR	0.297	0.297	0.297	0.297	0.297
3514	POTASSIUM CHLORIDE	8MEQ	TABLET SA	0.0962	0.0962	0.0962	0.0962	0.0962
3610	METOCLOPRAMIDE HCL	5MG/5ML	SOLUTION	0.0132	0.0132	0.0132	0.0132	0.0132
4348	OMEPRAZOLE	20MG	CAPSULE DR	0.8691	0.8691	0.8691	0.8691	0.8691
5710	MICRONASE	1.25MG	TABLET	0.1057	0.1057	0.1057	0.1057	0.1057
5711	MICRONASE	2.5MG	TABLET	0.1236	0.1236	0.1236	0.1236	0.1236
5712	MICRONASE	5MG	TABLET	0.161	0.161	0.161	0.161	0.161
5713	GLYNASE	1.5MG	TABLET	0.0993	0.0993	0.0993	0.0993	0.0993
5714	GLYNASE	3MG	TABLET	0.1036	0.1036	0.1036	0.1036	0.1036
5715	GLYNASE	6MG	TABLET	0.3129	0.3129	0.3129	0.3129	0.3129
6919	LOTRISONE	1-0.05%	CREAM(GM)	0.4908	0.4908	0.4908	0.4908	0.4908
6919	LOTRISONE	1-0.05%	CREAM(GM)	0.3419	0.3419	0.3419	0.3419	0.3419
7184	DOXYCYCLINE MONOHYDRATE	50MG	TABLET	2.2234	2.2234	2.2234	2.2234	2.2234
7310	INDAPAMIDE	2.5MG	TABLET	0.1114	0.1114	0.1114	0.1114	0.1114
7311	LOZOL	1.25MG	TABLET	0.0839	0.0839	0.0839	0.0839	0.0839
7461	DILTIAZEM HCL	180MG	CAPSULE CR	0.4885	0.4885	0.4885	0.4885	0.4885
7462	DILTIAZEM HCL	240MG	CAPSULE CR	0.566	0.566	0.566	0.566	0.566
7463	DILTIAZEM HCL	120MG	CAPSULE CR	0.4016	0.4016	0.4016	0.4016	0.4016
7590	CLOTRIMAZOLE	10MG	TROCHE	1.1114	1.1114	1.1114	1.1114	1.1114
9115	PREDNISOLONE SOD PHOSPHATE	5MG/5ML	SOLUTION	0.1216	0.1216	0.1216	0.1216	0.1216
10160	LACTULOSE	10G/15ML	SOLUTION	0.02	0.02	0.02	0.02	0.02
10167	LACTULOSE	10G/15ML	SOLUTION	0.0236	0.0236	0.0236	0.0236	0.0236
10200	RANITIDINE HCL	150MG	TABLET	0.1267	0.1267	0.1267	0.1267	0.1267
10201	RANITIDINE HCL	300MG	TABLET	0.1622	0.1622	0.1622	0.1622	0.1622
10202	RANITIDINE HCL	75MG	TABLET	0.1461	0.1461	0.1461	0.1461	0.1461
10340	LABETALOL HCL	300MG	TABLET	0.4424	0.4424	0.4424	0.4424	0.4424
10341	LABETALOL HCL	200MG	TABLET	0.2566	0.2566	0.2566	0.2566	0.2566
10342	LABETALOL HCL	100MG	TABLET	0.2057	0.2057	0.2057	0.2057	0.2057
10455	MONOPRIL HCT	20-12.5MG	TABLET	0.9146	0.9146	0.9146	0.9146	0.9146
10770	ESTRADIOL	1MG	TABLET	0.107	0.107	0.107	0.107	0.107
10771	ESTRADIOL	2MG	TABLET	0.1143	0.1143	0.1143	0.1143	0.1143
10772	ESTRADIOL	0.5MG	TABLET	0.0973	0.0973	0.0973	0.0973	0.0973
10810	GLUCOPHAGE	500MG	TABLET	0.1513	0.1513	0.1513	0.1513	0.1513
10811	GLUCOPHAGE	850MG	TABLET	0.2061	0.2061	0.2061	0.2061	0.2061
10840	GLUCOTROL	5MG	TABLET	0.0744	0.0744	0.0744	0.0744	0.0744
10841	GLUCOTROL	10MG	TABLET	0.1195	0.1195	0.1195	0.1195	0.1195
10843	GLUCOTROL XL	10MG	TAB OSM 24	0.5134	0.5134	0.5134	0.5134	0.5134
10844	GLUCOTROL XL	5MG	TAB OSM 24	0.2604	0.2604	0.2604	0.2604	0.2604
10857	GLUCOPHAGE	1000MG	TABLET	0.2122	0.2122	0.2122	0.2122	0.2122

10920	CORDARONE	200MG	TABLET	0.5282	0.5282	0.5282	0.5282	0.5282
11080	OGEN	0.75MG	TABLET	0.1257	0.1257	0.1257	0.1257	0.1257
11084	OGEN	1.5MG	TABLET	0.173	0.173	0.173	0.173	0.173
11085	OGEN	3MG	TABLET	0.3924	0.3924	0.3924	0.3924	0.3924
11161	PRENATAL VIT/FE FUMARATE/FA	60-1MG	TABLET	0.1496	0.1496	0.1496	0.1496	0.1496
11162	PRENATAL VIT/FE FUMARATE/FA	65-1MG	TABLET	0.0585	0.0585	0.0585	0.0585	0.0585
11162	PRENATAL VIT/FE FUMARATE/FA	65-1MG	TABLET	0.0585	0.0585	0.0585	0.0585	0.0585
11162	PRENATAL VIT/FE FUMARATE/FA	65-1MG	TABLET	0.0585	0.0585	0.0585	0.0585	0.0585
11162	PRENATAL VIT/FE FUMARATE/FA	65-1MG	TABLET	0.0585	0.0585	0.0585	0.0585	0.0585
11162	PRENATAL VIT/FE FUMARATE/FA	65-1MG	TABLET	0.0585	0.0585	0.0585	0.0585	0.0585
11162	PRENATAL VIT/FE FUMARATE/FA	65-1MG	TABLET	0.0585	0.0585	0.0585	0.0585	0.0585
11172	PRENATAL VIT/FE FUMARATE/FA	27-0.5MG	TABLET	0.0474	0.0474	0.0474	0.0474	0.0474
11177	PRENATAL VIT/FE FUMARATE/FA	27-0.8MG	TABLET	0.0362	0.0362	0.0362	0.0362	0.0362
11178	PRENATAL VIT/FE FUM/DOSS/FA	90-1MG	TABLET SA	0.159	0.159	0.159	0.159	0.159
11251	DEPO-PROVERA	150MG/ML	VIAL	41.411	41.411	41.411	41.411	41.411
11254	DEPO-PROVERA	150MG/ML	DISP SYRIN	46.4172	46.4172	46.4172	46.4172	46.4172
11260	PROVERA	10MG	TABLET	0.1814	0.1814	0.1814	0.1814	0.1814
11261	PROVERA	2.5MG	TABLET	0.1221	0.1221	0.1221	0.1221	0.1221
11262	PROVERA	5MG	TABLET	0.1587	0.1587	0.1587	0.1587	0.1587
11300	ORTHO-CYCLEN	0.25-0.035	TABLET	0.7325	0.7325	0.7325	0.7325	0.7325
11301	ORTHO TRI-CYCLEN	7 DAYS X 3	TABLET	0.8605	0.8605	0.8605	0.8605	0.8605
11461	ORTHO-NOVUM	1-0.05MG	TABLET	0.8019	0.8019	0.8019	0.8019	0.8019
11471	MODICON	0.5-0.035	TABLET	0.8065	0.8065	0.8065	0.8065	0.8065
11474	ORTHO-NOVUM	1-0.035MG	TABLET	0.704	0.704	0.704	0.704	0.704
11476	ORTHO-NOVUM	11-Oct	TABLET	0.875	0.875	0.875	0.875	0.875
11477	ORTHO-NOVUM	7 DAYS X 3	TABLET	0.8056	0.8056	0.8056	0.8056	0.8056
11478	NORETHINDRONE-ETHINYL ESTRAD	7/9/2005	TABLET	1.0356	1.0356	1.0356	1.0356	1.0356
11480	LOESTRIN	1.5-0.03MG	TABLET	0.9458	0.9458	0.9458	0.9458	0.9458
11481	LOESTRIN	1-0.02MG	TABLET	0.9418	0.9418	0.9418	0.9418	0.9418
11490	DEMULEN 1/35-28	1-0.035MG	TABLET	0.7721	0.7721	0.7721	0.7721	0.7721
11491	DEMULEN 1/50-21	1-0.05MG	TABLET	0.8991	0.8991	0.8991	0.8991	0.8991
11500	LO/OVRAL-28	0.3-0.03MG	TABLET	0.717	0.717	0.717	0.717	0.717
11501	OVRAL-28	0.5-0.05MG	TABLET	1.2222	1.2222	1.2222	1.2222	1.2222
11520	ORTHO MICRONOR	0.35MG	TABLET	0.9229	0.9229	0.9229	0.9229	0.9229
11530	NORDETTE-21	0.15-0.03	TABLET	0.7692	0.7692	0.7692	0.7692	0.7692
11531	TRIPHASIL-28	6/5/2010	TABLET	0.7054	0.7054	0.7054	0.7054	0.7054
11534	ALESSE-28	0.1-0.02	TABLET	0.8723	0.8723	0.8723	0.8723	0.8723
12171	CEFACTOR	500MG	TAB.SR 12H	2.8182	2.8182	2.8182	2.8182	2.8182
12210	MEXILETINE HCL	150MG	CAPSULE	0.2506	0.2506	0.2506	0.2506	0.2506
12211	MEXILETINE HCL	200MG	CAPSULE	0.2917	0.2917	0.2917	0.2917	0.2917
12212	MEXILETINE HCL	250MG	CAPSULE	0.3742	0.3742	0.3742	0.3742	0.3742
12243	PRENATAL VIT/FE FUM/DOSS/FA	29MG-1MG	TABLET	0.2219	0.2219	0.2219	0.2219	0.2219
12431	RYTHMOL	150MG	TABLET	0.5647	0.5647	0.5647	0.5647	0.5647
12432	RYTHMOL	300MG	TABLET	1.5215	1.5215	1.5215	1.5215	1.5215
12433	RYTHMOL	225MG	TABLET	0.8538	0.8538	0.8538	0.8538	0.8538
12529	REMERON	15MG	TAB RAPDIS	1.8592	1.8592	1.8592	1.8592	1.8592
12531	REMERON	30MG	TAB RAPDIS	1.9122	1.9122	1.9122	1.9122	1.9122
13041	REMERON	45MG	TAB RAPDIS	2.1058	2.1058	2.1058	2.1058	2.1058
13094	DESOGESTREL-ETHINYL ESTRADIOL	7 DAYS X 3	TABLET	0.8713	0.8713	0.8713	0.8713	0.8713
13207	PRENATAL VIT/FE FUMARATE/FA	28MG-1MG	TABLET	0.2132	0.2132	0.2132	0.2132	0.2132
13310	VOLTAREN-XR	100MG	TAB.SR 24H	0.788	0.788	0.788	0.788	0.788
13411	PRENATAL VIT/FE FUMARATE/FA	28-0.8MG	TABLET	0.0478	0.0478	0.0478	0.0478	0.0478
13521	DOXYCYCLINE HYCLATE	20MG	TABLET	0.8655	0.8655	0.8655	0.8655	0.8655
13721	ACYCLOVIR	800MG	TABLET	0.369	0.369	0.369	0.369	0.369
13724	ACYCLOVIR	400MG	TABLET	0.2395	0.2395	0.2395	0.2395	0.2395
13951	HYDROXYZINE PAMOATE	100MG	CAPSULE	0.2707	0.2707	0.2707	0.2707	0.2707
13952	VISTARIL	25MG	CAPSULE	0.1211	0.1211	0.1211	0.1211	0.1211
13953	VISTARIL	50MG	CAPSULE	0.1457	0.1457	0.1457	0.1457	0.1457
14007	NYSTATIN/TRIAMCIN	100000-0.1	CREAM(GM)	0.0917	0.0917	0.0917	0.0917	0.0917

14007	NYSTATIN/TRIAMCIN	100000-0.1	CREAM(GM)	0.0908	0.0908	0.0908	0.0908	0.0908
14007	NYSTATIN/TRIAMCIN	100000-0.1	CREAM(GM)	0.0898	0.0898	0.0898	0.0898	0.0898
14008	NYSTATIN/TRIAMCIN	100000-0.1	OINT.(GM)	0.0917	0.0917	0.0917	0.0917	0.0917
14008	NYSTATIN/TRIAMCIN	100000-0.1	OINT.(GM)	0.091	0.091	0.091	0.091	0.091
14008	NYSTATIN/TRIAMCIN	100000-0.1	OINT.(GM)	0.0901	0.0901	0.0901	0.0901	0.0901
14037	ERY E-SUCC/SULFISOXAZOLE	200-600/5	SUSP RECON	0.0601	0.0601	0.0601	0.0601	0.0601
14125	LOTRISONE	1-0.05%	LOTION	0.8674	0.8674	0.8674	0.8674	0.8674
14294	POLYTRIM	10K U-0.1%	DROPS	0.4345	0.4345	0.4345	0.4345	0.4345
14431	CHLORPROMAZINE HCL	10MG	TABLET	0.1902	0.1902	0.1902	0.1902	0.1902
14432	CHLORPROMAZINE HCL	25MG	TABLET	0.2638	0.2638	0.2638	0.2638	0.2638
14433	CHLORPROMAZINE HCL	50MG	TABLET	0.2566	0.2566	0.2566	0.2566	0.2566
14434	CHLORPROMAZINE HCL	100MG	TABLET	0.3122	0.3122	0.3122	0.3122	0.3122
14435	CHLORPROMAZINE HCL	200MG	TABLET	0.4033	0.4033	0.4033	0.4033	0.4033
14540	FLUPHENAZINE DECANOATE	25MG/ML	VIAL	2	2	2	2	2
14602	FLUPHENAZINE HCL	1MG	TABLET	0.1528	0.1528	0.1528	0.1528	0.1528
14603	PROLIXIN	10MG	TABLET	0.3566	0.3566	0.3566	0.3566	0.3566
14604	FLUPHENAZINE HCL	2.5MG	TABLET	0.2257	0.2257	0.2257	0.2257	0.2257
14605	PROLIXIN	5MG	TABLET	0.2242	0.2242	0.2242	0.2242	0.2242
14650	PERPHENAZINE	16MG	TABLET	0.6478	0.6478	0.6478	0.6478	0.6478
14651	PERPHENAZINE	2MG	TABLET	0.3407	0.3407	0.3407	0.3407	0.3407
14652	PERPHENAZINE	4MG	TABLET	0.4657	0.4657	0.4657	0.4657	0.4657
14653	PERPHENAZINE	8MG	TABLET	0.5669	0.5669	0.5669	0.5669	0.5669
14780	HALOPERIDOL DECANOATE	50MG/ML	VIAL	5.1	5.1	5.1	5.1	5.1
14780	HALOPERIDOL DECANOATE	50MG/ML	VIAL	5.1	5.1	5.1	5.1	5.1
14781	HALOPERIDOL DECANOATE	100MG/ML	VIAL	10.55	10.55	10.55	10.55	10.55
14781	HALOPERIDOL DECANOATE	100MG/ML	VIAL	10.55	10.55	10.55	10.55	10.55
14830	TRIFLUOPERAZINE HCL	1MG	TABLET	0.297	0.297	0.297	0.297	0.297
14831	TRIFLUOPERAZINE HCL	10MG	TABLET	0.8312	0.8312	0.8312	0.8312	0.8312
14832	TRIFLUOPERAZINE HCL	2MG	TABLET	0.4382	0.4382	0.4382	0.4382	0.4382
14833	TRIFLUOPERAZINE HCL	5MG	TABLET	0.5496	0.5496	0.5496	0.5496	0.5496
14880	THIORIDAZINE HCL	25MG	TABLET	0.2165	0.2165	0.2165	0.2165	0.2165
14881	THIORIDAZINE HCL	50MG	TABLET	0.2792	0.2792	0.2792	0.2792	0.2792
14882	THIORIDAZINE HCL	10MG	TABLET	0.1603	0.1603	0.1603	0.1603	0.1603
14883	THIORIDAZINE HCL	100MG	TABLET	0.3427	0.3427	0.3427	0.3427	0.3427
14884	THIORIDAZINE HCL	15MG	TABLET	0.3151	0.3151	0.3151	0.3151	0.3151
14886	THIORIDAZINE HCL	200MG	TABLET	0.8034	0.8034	0.8034	0.8034	0.8034
15530	HALOPERIDOL	0.5MG	TABLET	0.0848	0.0848	0.0848	0.0848	0.0848
15531	HALOPERIDOL	1MG	TABLET	0.121	0.121	0.121	0.121	0.121
15533	HALOPERIDOL	2MG	TABLET	0.1587	0.1587	0.1587	0.1587	0.1587
15535	HALOPERIDOL	5MG	TABLET	0.1767	0.1767	0.1767	0.1767	0.1767
15560	LOXAPINE SUCCINATE	10MG	CAPSULE	0.7959	0.7959	0.7959	0.7959	0.7959
15561	LOXAPINE SUCCINATE	25MG	CAPSULE	1.2049	1.2049	1.2049	1.2049	1.2049
15562	LOXAPINE SUCCINATE	5MG	CAPSULE	0.4993	0.4993	0.4993	0.4993	0.4993
15563	LOXAPINE SUCCINATE	50MG	CAPSULE	1.5443	1.5443	1.5443	1.5443	1.5443
15621	MONOPRIL HCT	10-12.5MG	TABLET	0.9146	0.9146	0.9146	0.9146	0.9146
15690	THIOTHIXENE	1MG	CAPSULE	0.1092	0.1092	0.1092	0.1092	0.1092
15691	NAVANE	10MG	CAPSULE	0.2908	0.2908	0.2908	0.2908	0.2908
15692	NAVANE	2MG	CAPSULE	0.1371	0.1371	0.1371	0.1371	0.1371
15694	NAVANE	5MG	CAPSULE	0.2068	0.2068	0.2068	0.2068	0.2068
15710	ESKALITH	300MG	CAPSULE	0.088	0.088	0.088	0.088	0.088
15730	ESKALITH CR	450MG	TABLET SA	0.3768	0.3768	0.3768	0.3768	0.3768
15731	LITHOBID	300MG	TABLET SA	0.3243	0.3243	0.3243	0.3243	0.3243
15911	RITALIN	10MG	TABLET	0.3728	0.3728	0.3728	0.3728	0.3728
15913	RITALIN	5MG	TABLET	0.2465	0.2465	0.2465	0.2465	0.2465
15920	RITALIN	20MG	TABLET	0.509	0.509	0.509	0.509	0.509
16180	RITALIN-SR	20MG	TABLET SA	0.8061	0.8061	0.8061	0.8061	0.8061
16342	CITALOPRAM HYDROBROMIDE	20MG	TABLET	0.3333	0.3333	0.3333	0.3333	0.3333
16343	CITALOPRAM HYDROBROMIDE	40MG	TABLET	0.3256	0.3256	0.3256	0.3256	0.3256
16345	CITALOPRAM HYDROBROMIDE	10MG	TABLET	0.3224	0.3224	0.3224	0.3224	0.3224

16347	FLUVOXAMINE MALEATE	25MG	TABLET	0.7051	0.7051	0.7051	0.7051	0.7051
16348	FLUVOXAMINE MALEATE	50MG	TABLET	0.7923	0.7923	0.7923	0.7923	0.7923
16349	FLUVOXAMINE MALEATE	100MG	TABLET	0.8314	0.8314	0.8314	0.8314	0.8314
16353	FLUOXETINE HCL	10MG	CAPSULE	0.114	0.114	0.114	0.114	0.114
16354	FLUOXETINE HCL	20MG	CAPSULE	0.114	0.114	0.114	0.114	0.114
16355	FLUOXETINE HCL	40MG	CAPSULE	1.1165	1.1165	1.1165	1.1165	1.1165
16356	PROZAC	10MG	TABLET	0.114	0.114	0.114	0.114	0.114
16357	FLUOXETINE HCL	20MG/5ML	SOLUTION	0.1977	0.1977	0.1977	0.1977	0.1977
16359	RAPIFLUX	20MG	TABLET	0.114	0.114	0.114	0.114	0.114
16364	PAXIL	10MG	TABLET	0.657	0.657	0.657	0.657	0.657
16366	PAXIL	20MG	TABLET	0.5479	0.5479	0.5479	0.5479	0.5479
16367	PAXIL	30MG	TABLET	0.6679	0.6679	0.6679	0.6679	0.6679
16368	PAXIL	40MG	TABLET	0.6994	0.6994	0.6994	0.6994	0.6994
16373	ZOLOFT	25MG	TABLET	2.0421	2.0421	2.0421	2.0421	2.0421
16374	ZOLOFT	50MG	TABLET	2.0421	2.0421	2.0421	2.0421	2.0421
16375	ZOLOFT	100MG	TABLET	2.0421	2.0421	2.0421	2.0421	2.0421
16384	BUPROPION HCL	75MG	TABLET	0.2398	0.2398	0.2398	0.2398	0.2398
16385	BUPROPION HCL	100MG	TABLET	0.3098	0.3098	0.3098	0.3098	0.3098
16386	BUPROPION HCL	150MG	TABLET SA	0.9017	0.9017	0.9017	0.9017	0.9017
16387	BUPROPION HCL	100MG	TABLET SA	0.8775	0.8775	0.8775	0.8775	0.8775
16391	DESYREL	50MG	TABLET	0.0616	0.0616	0.0616	0.0616	0.0616
16392	DESYREL	100MG	TABLET	0.0976	0.0976	0.0976	0.0976	0.0976
16393	DESYREL	150MG	TABLET	0.2863	0.2863	0.2863	0.2863	0.2863
16404	NEFAZODONE HCL	50MG	TABLET	0.4187	0.4187	0.4187	0.4187	0.4187
16406	NEFAZODONE HCL	100MG	TABLET	0.4469	0.4469	0.4469	0.4469	0.4469
16407	NEFAZODONE HCL	150MG	TABLET	0.4693	0.4693	0.4693	0.4693	0.4693
16408	NEFAZODONE HCL	200MG	TABLET	0.4916	0.4916	0.4916	0.4916	0.4916
16409	NEFAZODONE HCL	250MG	TABLET	0.514	0.514	0.514	0.514	0.514
16512	AMITRIPTYLINE HCL	10MG	TABLET	0.0465	0.0465	0.0465	0.0465	0.0465
16513	AMITRIPTYLINE HCL	100MG	TABLET	0.1043	0.1043	0.1043	0.1043	0.1043
16514	AMITRIPTYLINE HCL	150MG	TABLET	0.1895	0.1895	0.1895	0.1895	0.1895
16515	AMITRIPTYLINE HCL	25MG	TABLET	0.0502	0.0502	0.0502	0.0502	0.0502
16516	AMITRIPTYLINE HCL	50MG	TABLET	0.0584	0.0584	0.0584	0.0584	0.0584
16517	AMITRIPTYLINE HCL	75MG	TABLET	0.0915	0.0915	0.0915	0.0915	0.0915
16529	AVENTYL HCL	10MG	CAPSULE	0.082	0.082	0.082	0.082	0.082
16532	AVENTYL HCL	25MG	CAPSULE	0.0994	0.0994	0.0994	0.0994	0.0994
16533	NORTRIPTYLINE HCL	50MG	CAPSULE	0.1207	0.1207	0.1207	0.1207	0.1207
16534	NORTRIPTYLINE HCL	75MG	CAPSULE	0.1918	0.1918	0.1918	0.1918	0.1918
16541	TOFRANIL	10MG	TABLET	0.1817	0.1817	0.1817	0.1817	0.1817
16542	TOFRANIL	25MG	TABLET	0.2183	0.2183	0.2183	0.2183	0.2183
16543	TOFRANIL	50MG	TABLET	0.3618	0.3618	0.3618	0.3618	0.3618
16561	AMOXAPINE	50MG	TABLET	0.528	0.528	0.528	0.528	0.528
16563	SINEQUAN	10MG	CAPSULE	0.058	0.058	0.058	0.058	0.058
16564	DOXEPIN HCL	100MG	CAPSULE	0.1756	0.1756	0.1756	0.1756	0.1756
16565	DOXEPIN HCL	150MG	CAPSULE	0.3047	0.3047	0.3047	0.3047	0.3047
16566	SINEQUAN	25MG	CAPSULE	0.0722	0.0722	0.0722	0.0722	0.0722
16567	SINEQUAN	50MG	CAPSULE	0.095	0.095	0.095	0.095	0.095
16568	SINEQUAN	75MG	CAPSULE	0.1654	0.1654	0.1654	0.1654	0.1654
16571	DOXEPIN HCL	10MG/ML	ORAL CONC.	0.1006	0.1006	0.1006	0.1006	0.1006
16583	NORPRAMIN	10MG	TABLET	0.1888	0.1888	0.1888	0.1888	0.1888
16584	NORPRAMIN	100MG	TABLET	0.7142	0.7142	0.7142	0.7142	0.7142
16585	NORPRAMIN	150MG	TABLET	1.035	1.035	1.035	1.035	1.035
16586	NORPRAMIN	25MG	TABLET	0.2268	0.2268	0.2268	0.2268	0.2268
16587	NORPRAMIN	50MG	TABLET	0.427	0.427	0.427	0.427	0.427
16588	NORPRAMIN	75MG	TABLET	0.5435	0.5435	0.5435	0.5435	0.5435
16602	CLOMIPRAMINE HCL	25MG	CAPSULE	0.2289	0.2289	0.2289	0.2289	0.2289
16603	CLOMIPRAMINE HCL	50MG	CAPSULE	0.3207	0.3207	0.3207	0.3207	0.3207
16604	CLOMIPRAMINE HCL	75MG	CAPSULE	0.4493	0.4493	0.4493	0.4493	0.4493
16615	MAPROTILINE HCL	25MG	TABLET	0.3686	0.3686	0.3686	0.3686	0.3686
16732	REMERON	15MG	TABLET	0.4286	0.4286	0.4286	0.4286	0.4286

16733	REMERON	30MG	TABLET	0.5037	0.5037	0.5037	0.5037	0.5037
16734	REMERON	45MG	TABLET	0.7986	0.7986	0.7986	0.7986	0.7986
16801	SALFLEX	500MG	TABLET	0.0632	0.0632	0.0632	0.0632	0.0632
16802	SALFLEX	750MG	TABLET	0.0806	0.0806	0.0806	0.0806	0.0806
16851	DOLOBID	500MG	TABLET	0.9774	0.9774	0.9774	0.9774	0.9774
17241	DILANTIN-125	100MG/4ML	ORAL SUSP	0.1101	0.1101	0.1101	0.1101	0.1101
17270	DEPAKENE	250MG	CAPSULE	0.353	0.353	0.353	0.353	0.353
17450	TEGRETOL	200MG	TABLET	0.0953	0.0953	0.0953	0.0953	0.0953
17460	TEGRETOL	100MG	TAB CHEW	0.1081	0.1081	0.1081	0.1081	0.1081
17520	AMANTADINE HCL	100MG	CAPSULE	0.321	0.321	0.321	0.321	0.321
17530	AMANTADINE HCL	50MG/5ML	SYRUP	0.0678	0.0678	0.0678	0.0678	0.0678
17573	BUPROPION HCL	200MG	TABLET SA	1.65	1.65	1.65	1.65	1.65
17620	BENZTROPINE MESYLATE	0.5MG	TABLET	0.0842	0.0842	0.0842	0.0842	0.0842
17621	BENZTROPINE MESYLATE	1MG	TABLET	0.0908	0.0908	0.0908	0.0908	0.0908
17622	BENZTROPINE MESYLATE	2MG	TABLET	0.1172	0.1172	0.1172	0.1172	0.1172
17700	DILANTIN	100MG	CAPSULE	0.2506	0.2506	0.2506	0.2506	0.2506
17734	METOPROLOL TARTRATE	25MG	TABLET	0.0807	0.0807	0.0807	0.0807	0.0807
18141	CLOZARIL	25MG	TABLET	0.6338	0.6338	0.6338	0.6338	0.6338
18142	CLOZARIL	100MG	TABLET	1.6185	1.6185	1.6185	1.6185	1.6185
18351	BETHANECHOL CHLORIDE	10MG	TABLET	0.5326	0.5326	0.5326	0.5326	0.5326
18352	BETHANECHOL CHLORIDE	25MG	TABLET	0.8262	0.8262	0.8262	0.8262	0.8262
18353	BETHANECHOL CHLORIDE	5MG	TABLET	0.4341	0.4341	0.4341	0.4341	0.4341
18354	BETHANECHOL CHLORIDE	50MG	TABLET	1.3266	1.3266	1.3266	1.3266	1.3266
18890	HYOSCYAMINE SULFATE	0.375MG	CAP.SR 12H	0.1561	0.1561	0.1561	0.1561	0.1561
18940	HYOSCYAMINE SULFATE	0.125MG/ML	DROPS	0.3691	0.3691	0.3691	0.3691	0.3691
18960	HYOSCYAMINE SULFATE	0.375MG	TAB.SR 12H	0.1523	0.1523	0.1523	0.1523	0.1523
18961	HYOSCYAMINE SULFATE	0.125MG	TABLET	0.0662	0.0662	0.0662	0.0662	0.0662
18970	LEVSIN/SL	0.125MG	TAB SUBL	0.0689	0.0689	0.0689	0.0689	0.0689
19261	BENTYL	10MG	CAPSULE	0.0729	0.0729	0.0729	0.0729	0.0729
19331	BENTYL	20MG	TABLET	0.0862	0.0862	0.0862	0.0862	0.0862
19360	FLAVOXATE HCL	100MG	TABLET	1.1252	1.1252	1.1252	1.1252	1.1252
19370	OXYBUTYNIN CHLORIDE	5MG/5ML	SYRUP	0.0536	0.0536	0.0536	0.0536	0.0536
19380	OXYBUTYNIN CHLORIDE	5MG	TABLET	0.0917	0.0917	0.0917	0.0917	0.0917
19549	MINOCYCLINE HCL	75MG	TABLET	3.9232	3.9232	3.9232	3.9232	3.9232
19551	ZANTAC	150MG	CAPSULE	0.303	0.303	0.303	0.303	0.303
19552	RANITIDINE HCL	300MG	CAPSULE	0.5146	0.5146	0.5146	0.5146	0.5146
19578	GLUCOPHAGE XR	750MG	TAB.SR 24H	0.2893	0.2893	0.2893	0.2893	0.2893
19850	DEXEDRINE	10MG	CAPSULE SA	0.7362	0.7362	0.7362	0.7362	0.7362
19851	DEXEDRINE	15MG	CAPSULE SA	0.9481	0.9481	0.9481	0.9481	0.9481
19852	DEXEDRINE	5MG	CAPSULE SA	0.5818	0.5818	0.5818	0.5818	0.5818
19880	D-AMPHETAMINE SULFATE	10MG	TABLET	0.2828	0.2828	0.2828	0.2828	0.2828
19881	DEXEDRINE	5MG	TABLET	0.1775	0.1775	0.1775	0.1775	0.1775
20068	ESTRADIOL	0.06MG/24H	PATCH TDWK	7.1387	7.1387	7.1387	7.1387	7.1387
20069	ESTRADIOL	.0375MG/24	PATCH TDWK	7.1387	7.1387	7.1387	7.1387	7.1387
20071	BRETHINE	5MG	TABLET	0.4714	0.4714	0.4714	0.4714	0.4714
20072	BRETHINE	2.5MG	TABLET	0.3212	0.3212	0.3212	0.3212	0.3212
20100	ALBUTEROL SULFATE	2MG	TABLET	0.0816	0.0816	0.0816	0.0816	0.0816
20101	ALBUTEROL SULFATE	4MG	TABLET	0.1237	0.1237	0.1237	0.1237	0.1237
20110	ALBUTEROL	90MCG	AER REFILL	0.6588	0.6588	0.6588	0.6588	0.6588
20630	INDERAL	10MG	TABLET	0.0523	0.0523	0.0523	0.0523	0.0523
20631	INDERAL	20MG	TABLET	0.0705	0.0705	0.0705	0.0705	0.0705
20632	INDERAL	40MG	TABLET	0.0748	0.0748	0.0748	0.0748	0.0748
20633	INDERAL	60MG	TABLET	0.4653	0.4653	0.4653	0.4653	0.4653
20634	INDERAL	80MG	TABLET	0.1052	0.1052	0.1052	0.1052	0.1052
20641	LOPRESSOR	100MG	TABLET	0.1178	0.1178	0.1178	0.1178	0.1178
20642	LOPRESSOR	50MG	TABLET	0.066	0.066	0.066	0.066	0.066
20650	NADOLOL	120MG	TABLET	0.701	0.701	0.701	0.701	0.701

20651	NADOLOL	160MG	TABLET	0.7359	0.7359	0.7359	0.7359	0.7359
20652	NADOLOL	40MG	TABLET	0.5192	0.5192	0.5192	0.5192	0.5192
20653	NADOLOL	80MG	TABLET	0.693	0.693	0.693	0.693	0.693
20654	NADOLOL	20MG	TABLET	0.4101	0.4101	0.4101	0.4101	0.4101
20660	ATENOLOL	100MG	TABLET	0.1142	0.1142	0.1142	0.1142	0.1142
20661	ATENOLOL	50MG	TABLET	0.0655	0.0655	0.0655	0.0655	0.0655
20662	ATENOLOL	25MG	TABLET	0.0652	0.0652	0.0652	0.0652	0.0652
21020	REGLAN	10MG	TABLET	0.0645	0.0645	0.0645	0.0645	0.0645
21021	REGLAN	5MG	TABLET	0.0828	0.0828	0.0828	0.0828	0.0828
23239	GABAPENTIN	100MG	TABLET	0.1241	0.1241	0.1241	0.1241	0.1241
23242	GABAPENTIN	300MG	TABLET	0.2612	0.2612	0.2612	0.2612	0.2612
23243	GABAPENTIN	400MG	TABLET	0.3509	0.3509	0.3509	0.3509	0.3509
24671	PILOCARPINE HCL	5MG	TABLET	0.7717	0.7717	0.7717	0.7717	0.7717
25540	LOPID	600MG	TABLET	0.2706	0.2706	0.2706	0.2706	0.2706
25790	COUMADIN	10MG	TABLET	0.4261	0.4261	0.4261	0.4261	0.4261
25791	COUMADIN	2MG	TABLET	0.2345	0.2345	0.2345	0.2345	0.2345
25792	COUMADIN	1MG	TABLET	0.2258	0.2258	0.2258	0.2258	0.2258
25793	COUMADIN	5MG	TABLET	0.2213	0.2213	0.2213	0.2213	0.2213
25794	COUMADIN	2.5MG	TABLET	0.2355	0.2355	0.2355	0.2355	0.2355
25795	COUMADIN	7.5MG	TABLET	0.391	0.391	0.391	0.391	0.391
25796	COUMADIN	3MG	TABLET	0.2515	0.2515	0.2515	0.2515	0.2515
25797	COUMADIN	4MG	TABLET	0.2531	0.2531	0.2531	0.2531	0.2531
25798	COUMADIN	6MG	TABLET	0.3921	0.3921	0.3921	0.3921	0.3921
26320	SYNTHROID	112MCG	TABLET	0.2164	0.2164	0.2164	0.2164	0.2164
26321	SYNTHROID	25MCG	TABLET	0.1456	0.1456	0.1456	0.1456	0.1456
26322	SYNTHROID	50MCG	TABLET	0.1656	0.1656	0.1656	0.1656	0.1656
26323	SYNTHROID	100MCG	TABLET	0.1873	0.1873	0.1873	0.1873	0.1873
26324	SYNTHROID	75MCG	TABLET	0.1779	0.1779	0.1779	0.1779	0.1779
26325	SYNTHROID	200MCG	TABLET	0.2775	0.2775	0.2775	0.2775	0.2775
26326	SYNTHROID	125MCG	TABLET	0.2198	0.2198	0.2198	0.2198	0.2198
26327	SYNTHROID	150MCG	TABLET	0.2258	0.2258	0.2258	0.2258	0.2258
26328	SYNTHROID	175MCG	TABLET	0.2687	0.2687	0.2687	0.2687	0.2687
26329	SYNTHROID	300MCG	TABLET	0.3771	0.3771	0.3771	0.3771	0.3771
26491	TICLID	250MG	TABLET	0.4217	0.4217	0.4217	0.4217	0.4217
26531	ZOCOR	5MG	TABLET	0.9469	0.9469	0.9469	0.9469	0.9469
26532	ZOCOR	10MG	TABLET	1.269	1.269	1.269	1.269	1.269
26533	ZOCOR	20MG	TABLET	2.2141	2.2141	2.2141	2.2141	2.2141
26534	ZOCOR	40MG	TABLET	2.2141	2.2141	2.2141	2.2141	2.2141
26535	ZOCOR	80MG	TABLET	2.2141	2.2141	2.2141	2.2141	2.2141
27056	MEDROL	4MG	TABLET	0.164	0.164	0.164	0.164	0.164
27171	PREDNISONE	1MG	TABLET	0.1303	0.1303	0.1303	0.1303	0.1303
27172	PREDNISONE	10MG	TABLET	0.0475	0.0475	0.0475	0.0475	0.0475
27174	PREDNISONE	20MG	TABLET	0.0747	0.0747	0.0747	0.0747	0.0747
27176	PREDNISONE	5MG	TABLET	0.027	0.027	0.027	0.027	0.027
27202	PNV W-O CA NO4/FE FUMARATE/FA	106.5-1MG	CAPSULE	0.2099	0.2099	0.2099	0.2099	0.2099
27203	PNV W-O CA NO5/FE FUMARATE/FA	106.5-1MG	CAPSULE	0.2399	0.2399	0.2399	0.2399	0.2399
27422	DECADRON	0.5MG	TABLET	0.0657	0.0657	0.0657	0.0657	0.0657
27425	DECADRON	0.75MG	TABLET	0.144	0.144	0.144	0.144	0.144
27428	DEXAMETHASONE	4MG	TABLET	0.1561	0.1561	0.1561	0.1561	0.1561
27570	ACCUPRIL	10MG	TABLET	0.7315	0.7315	0.7315	0.7315	0.7315
27571	ACCUPRIL	20MG	TABLET	0.7315	0.7315	0.7315	0.7315	0.7315
27572	ACCUPRIL	5MG	TABLET	0.7315	0.7315	0.7315	0.7315	0.7315
27573	ACCUPRIL	40MG	TABLET	0.7315	0.7315	0.7315	0.7315	0.7315
27690	ALDACTONE	100MG	TABLET	0.792	0.792	0.792	0.792	0.792
27691	ALDACTONE	25MG	TABLET	0.1945	0.1945	0.1945	0.1945	0.1945
27692	ALDACTONE	50MG	TABLET	0.4394	0.4394	0.4394	0.4394	0.4394
27901	BUPROPION HCL	150MG	TABLET SA	1.115	1.115	1.115	1.115	1.115
28020	AUGMENTIN ES-600	600-42.9/5	SUSP	0.3273	0.3273	0.3273	0.3273	0.3273
28020	AUGMENTIN ES-600	600-42.9/5	RECON	0.3199	0.3199	0.3199	0.3199	0.3199
28020	AUGMENTIN ES-600	600-42.9/5	SUSP	0.3199	0.3199	0.3199	0.3199	0.3199

			RECON					
28020	AUGMENTIN ES-600	600-42.9/5	SUSP RECON	0.3193	0.3193	0.3193	0.3193	0.3193
28360	GYNE-LOTRIMIN	1%	CREAM/APP L	0.1175	0.1175	0.1175	0.1175	0.1175
28844	ESTRADIOL	0.1MG/24HR	PATCH TDWK	7.1387	7.1387	7.1387	7.1387	7.1387
28845	ESTRADIOL	0.05MG/24H	PATCH TDWK	7.1387	7.1387	7.1387	7.1387	7.1387
28848	ESTRADIOL	.025MG/24H	PATCH TDWK	7.1387	7.1387	7.1387	7.1387	7.1387
28853	ESTRADIOL	.075MG/24H	PATCH TDWK	7.1387	7.1387	7.1387	7.1387	7.1387
28890	BUSPAR	5MG	TABLET	0.1946	0.1946	0.1946	0.1946	0.1946
28891	BUSPAR	10MG	TABLET	0.25	0.25	0.25	0.25	0.25
28892	BUSPAR	15MG	TABLET	0.2938	0.2938	0.2938	0.2938	0.2938
29007	AMPHET ASP/AMPHET/D-AMPHET	7.5MG	TABLET	0.7251	0.7251	0.7251	0.7251	0.7251
29008	AMPHET ASP/AMPHET/D-AMPHET	12.5MG	TABLET	0.7251	0.7251	0.7251	0.7251	0.7251
29009	AMPHET ASP/AMPHET/D-AMPHET	15MG	TABLET	0.9198	0.9198	0.9198	0.9198	0.9198
30140	MYCOSTATIN	100000 U/G	CREAM(GM)	0.0964	0.0964	0.0964	0.0964	0.0964
30150	NYSTATIN	100000 U/G	OINT.(GM)	0.095	0.095	0.095	0.095	0.095
30160	MYCOSTATIN	100000 U/G	POWDER	1.3103	1.3103	1.3103	1.3103	1.3103
30160	NYSTATIN	100000 U/G	POWDER	1.2285	1.2285	1.2285	1.2285	1.2285
30160	NYSTATIN	100000 U/G	POWDER	1.1588	1.1588	1.1588	1.1588	1.1588
30160	NYSTATIN	100000 U/G	POWDER	1.1101	1.1101	1.1101	1.1101	1.1101
30370	LOTRIMIN AF	1%	CREAM(GM)	0.4823	0.4823	0.4823	0.4823	0.4823
30370	DESENEX	1%	CREAM(GM)	0.5637	0.5637	0.5637	0.5637	0.5637
30370	CLOTRIMAZOLE	1%	CREAM(GM)	0.4799	0.4799	0.4799	0.4799	0.4799
30370	CLOTRIMAZOLE	1%	CREAM(GM)	0.3053	0.3053	0.3053	0.3053	0.3053
30380	LOTRIMIN AF	1%	SOLUTION	0.3495	0.3495	0.3495	0.3495	0.3495
30380	CLOTRIMAZOLE	1%	SOLUTION	0.341	0.341	0.341	0.341	0.341
31271	KETOCONAZOLE	2%	SHAMPOO	0.168	0.168	0.168	0.168	0.168
31850	KETOCONAZOLE	2%	CREAM(GM)	0.6226	0.6226	0.6226	0.6226	0.6226
31850	KETOCONAZOLE	2%	CREAM(GM)	0.5729	0.5729	0.5729	0.5729	0.5729
31850	KETOCONAZOLE	2%	CREAM(GM)	0.4174	0.4174	0.4174	0.4174	0.4174
32261	CARTEOLOL HCL	1%	DROPS	2.2551	2.2551	2.2551	2.2551	2.2551
32261	CARTEOLOL HCL	1%	DROPS	2.2112	2.2112	2.2112	2.2112	2.2112
32261	CARTEOLOL HCL	1%	DROPS	2.2006	2.2006	2.2006	2.2006	2.2006
32470	CALAN SR	240MG	TABLET SA	0.3431	0.3431	0.3431	0.3431	0.3431
32471	CALAN SR	180MG	TABLET SA	0.3829	0.3829	0.3829	0.3829	0.3829
32472	CALAN SR	120MG	TABLET SA	0.5142	0.5142	0.5142	0.5142	0.5142
32531	TORADOL	10MG	TABLET	0.3716	0.3716	0.3716	0.3716	0.3716
32702	PILOCARPINE HCL	0.50%	DROPS	0.2298	0.2298	0.2298	0.2298	0.2298
32704	PILOCARPINE HCL	1%	DROPS	0.204	0.204	0.204	0.204	0.204
32706	PILOCARPINE HCL	2%	DROPS	0.2387	0.2387	0.2387	0.2387	0.2387
32751	PILOCARPINE HCL	3%	DROPS	0.3771	0.3771	0.3771	0.3771	0.3771
32752	PILOCARPINE HCL	4%	DROPS	0.3227	0.3227	0.3227	0.3227	0.3227
32754	PILOCARPINE HCL	6%	DROPS	0.4381	0.4381	0.4381	0.4381	0.4381
32820	TIMOPTIC	0.25%	DROPS	0.7277	0.7277	0.7277	0.7277	0.7277
32820	TIMOPTIC	0.25%	DROPS	0.7181	0.7181	0.7181	0.7181	0.7181
32820	TIMOLOL MALEATE	0.25%	DROPS	0.7151	0.7151	0.7151	0.7151	0.7151
32821	TIMOPTIC	0.50%	DROPS	0.7923	0.7923	0.7923	0.7923	0.7923
32821	TIMOPTIC	0.50%	DROPS	0.7347	0.7347	0.7347	0.7347	0.7347
32821	TIMOLOL MALEATE	0.50%	DROPS	0.712	0.712	0.712	0.712	0.712
32822	TIMOPTIC-XE	0.25%	SOL-GEL	3.9104	3.9104	3.9104	3.9104	3.9104
32823	TIMOPTIC-XE	0.50%	SOL-GEL	4.5045	4.5045	4.5045	4.5045	4.5045
32823	TIMOLOL MALEATE	0.50%	SOL-GEL	4.6904	4.6904	4.6904	4.6904	4.6904
32952	ATROPINE SULFATE	1%	DROPS	0.378	0.378	0.378	0.378	0.378
32952	ATROPINE SULFATE	1%	DROPS	0.1467	0.1467	0.1467	0.1467	0.1467
32961	RELAFEN	500MG	TABLET	0.5677	0.5677	0.5677	0.5677	0.5677
32962	RELAFEN	750MG	TABLET	0.6224	0.6224	0.6224	0.6224	0.6224
33012	HOMATROPINE HBR	5%	DROPS	2.7744	2.7744	2.7744	2.7744	2.7744

33020	TROPICAMIDE	0.50%	DROPS	0.5311	0.5311	0.5311	0.5311	0.5311
33021	MYDRIACYL	1%	DROPS	0.5721	0.5721	0.5721	0.5721	0.5721
33031	CYCLOPENTOLATE HCL	1%	DROPS	1.4	1.4	1.4	1.4	1.4
33031	CYCLOPENTOLATE HCL	1%	DROPS	1.4	1.4	1.4	1.4	1.4
33031	CYCLOPENTOLATE HCL	1%	DROPS	0.3267	0.3267	0.3267	0.3267	0.3267
33153	ECONOPRED PLUS	1%	DROPS SUSP	1.1769	1.1769	1.1769	1.1769	1.1769
33153	ECONOPRED PLUS	1%	DROPS SUSP	1.0936	1.0936	1.0936	1.0936	1.0936
33153	PRED FORTE	1%	DROPS SUSP	1.0131	1.0131	1.0131	1.0131	1.0131
33191	LOTENSIN HCT	5-6.25MG	TABLET	0.2627	0.2627	0.2627	0.2627	0.2627
33192	LOTENSIN HCT	10-12.5MG	TABLET	0.2612	0.2612	0.2612	0.2612	0.2612
33193	LOTENSIN HCT	20-12.5MG	TABLET	0.2627	0.2627	0.2627	0.2627	0.2627
33194	LOTENSIN HCT	20-25MG	TABLET	0.2627	0.2627	0.2627	0.2627	0.2627
33220	DEXAMETHASONE SOD PHOSPHATE	0.10%	DROPS	2.2327	2.2327	2.2327	2.2327	2.2327
33310	BETAGAN	0.50%	DROPS	1.0606	1.0606	1.0606	1.0606	1.0606
33310	BETAGAN	0.50%	DROPS	1.0508	1.0508	1.0508	1.0508	1.0508
33310	BETAGAN	0.50%	DROPS	1.0471	1.0471	1.0471	1.0471	1.0471
33311	BETAGAN	0.25%	DROPS	1.2519	1.2519	1.2519	1.2519	1.2519
33340	SULFACETAMIDE SODIUM	10%	DROPS	0.157	0.157	0.157	0.157	0.157
33540	ERYTHROMYCIN BASE	5MG/G	OINT.(GM)	0.7158	0.7158	0.7158	0.7158	0.7158
33580	CILOXAN	0.30%	DROPS	4.2954	4.2954	4.2954	4.2954	4.2954
33580	CILOXAN	0.30%	DROPS	3.3064	3.3064	3.3064	3.3064	3.3064
33580	CILOXAN	0.30%	DROPS	2.7994	2.7994	2.7994	2.7994	2.7994
33600	GENTAMICIN SULFATE	0.30%	DROPS	0.562	0.562	0.562	0.562	0.562
33630	TOBREX	0.30%	DROPS	0.7151	0.7151	0.7151	0.7151	0.7151
33641	BACITRACIN	500 UNIT/G	OINT.(GM)	0.7664	0.7664	0.7664	0.7664	0.7664
33792	KETOPROFEN	200MG	CAP24H PEL	1.6419	1.6419	1.6419	1.6419	1.6419
33806	PREDNISOLONE SOD PHOSPHATE	15MG/5ML	SOLUTION	0.298	0.298	0.298	0.298	0.298
33813	NAPROXEN SODIUM	500MG	TABLET SA	1.1138	1.1138	1.1138	1.1138	1.1138
33870	LODINE	200MG	CAPSULE	0.4403	0.4403	0.4403	0.4403	0.4403
33871	LODINE	300MG	CAPSULE	0.4472	0.4472	0.4472	0.4472	0.4472
34420	KETOPROFEN	50MG	CAPSULE	0.2212	0.2212	0.2212	0.2212	0.2212
34421	KETOPROFEN	75MG	CAPSULE	0.2154	0.2154	0.2154	0.2154	0.2154
34721	ACETAZOLAMIDE	125MG	TABLET	0.1079	0.1079	0.1079	0.1079	0.1079
34722	ACETAZOLAMIDE	250MG	TABLET	0.1453	0.1453	0.1453	0.1453	0.1453
34824	HYDROCHLOROTHIAZIDE	25MG	TABLET	0.0369	0.0369	0.0369	0.0369	0.0369
34825	HYDROCHLOROTHIAZIDE	50MG	TABLET	0.0684	0.0684	0.0684	0.0684	0.0684
34950	FUROSEMIDE	10MG/ML	SOLUTION	0.0886	0.0886	0.0886	0.0886	0.0886
34961	LASIX	20MG	TABLET	0.0478	0.0478	0.0478	0.0478	0.0478
34962	LASIX	40MG	TABLET	0.0518	0.0518	0.0518	0.0518	0.0518
34963	LASIX	80MG	TABLET	0.0741	0.0741	0.0741	0.0741	0.0741
34982	CHLORTHALIDONE	25MG	TABLET	0.113	0.113	0.113	0.113	0.113
34984	CHLORTHALIDONE	50MG	TABLET	0.1443	0.1443	0.1443	0.1443	0.1443
34990	METOLAZONE	10MG	TABLET	1.1548	1.1548	1.1548	1.1548	1.1548
34991	METOLAZONE	2.5MG	TABLET	0.7216	0.7216	0.7216	0.7216	0.7216
34992	METOLAZONE	5MG	TABLET	0.9589	0.9589	0.9589	0.9589	0.9589
35020	BUMEX	0.5MG	TABLET	0.1312	0.1312	0.1312	0.1312	0.1312
35021	BUMEX	1MG	TABLET	0.1702	0.1702	0.1702	0.1702	0.1702
35022	BUMEX	2MG	TABLET	0.2499	0.2499	0.2499	0.2499	0.2499
35680	INDOMETHACIN	25MG	CAPSULE	0.2778	0.2778	0.2778	0.2778	0.2778
35681	INDOMETHACIN	50MG	CAPSULE	0.3285	0.3285	0.3285	0.3285	0.3285
35690	INDOMETHACIN	75MG	CAPSULE SA	1.6201	1.6201	1.6201	1.6201	1.6201
35710	FLURBIPROFEN	50MG	TABLET	0.2526	0.2526	0.2526	0.2526	0.2526
35711	ANSAID	100MG	TABLET	0.3094	0.3094	0.3094	0.3094	0.3094
35741	MOTRIN	400MG	TABLET	0.0428	0.0428	0.0428	0.0428	0.0428
35742	MOTRIN	600MG	TABLET	0.0542	0.0542	0.0542	0.0542	0.0542
35743	MOTRIN IB	200MG	TABLET	0.031	0.031	0.031	0.031	0.031
35744	MOTRIN	800MG	TABLET	0.0593	0.0593	0.0593	0.0593	0.0593

35760	FENOPROFEN CALCIUM	600MG	TABLET	0.2178	0.2178	0.2178	0.2178	0.2178
35790	NAPROSYN	250MG	TABLET	0.0972	0.0972	0.0972	0.0972	0.0972
35792	NAPROSYN	375MG	TABLET	0.128	0.128	0.128	0.128	0.128
35793	NAPROSYN	500MG	TABLET	0.1342	0.1342	0.1342	0.1342	0.1342
35800	SULINDAC	150MG	TABLET	0.2261	0.2261	0.2261	0.2261	0.2261
35801	CLINORIL	200MG	TABLET	0.3062	0.3062	0.3062	0.3062	0.3062
35820	FELDENE	10MG	CAPSULE	0.1213	0.1213	0.1213	0.1213	0.1213
35821	FELDENE	20MG	CAPSULE	0.1329	0.1329	0.1329	0.1329	0.1329
35850	VOLTAREN	25MG	TABLET DR	0.1893	0.1893	0.1893	0.1893	0.1893
35851	VOLTAREN	50MG	TABLET DR	0.2327	0.2327	0.2327	0.2327	0.2327
35852	VOLTAREN	75MG	TABLET DR	0.2799	0.2799	0.2799	0.2799	0.2799
35930	MOTRIN	100MG/5ML	ORAL SUSP	0.0355	0.0355	0.0355	0.0355	0.0355
35931	MOTRIN	40MG/ML	DROPS					
36281	BRIMONIDINE TARTRATE	0.20%	DROPS	0.2287	0.2287	0.2287	0.2287	0.2287
36600	OCUFLOX	0.30%	DROPS	3.4071	3.4071	3.4071	3.4071	3.4071
36600	OCUFLOX	0.30%	DROPS	2.4985	2.4985	2.4985	2.4985	2.4985
37499	MEDROL	4MG	TAB DS PK	2.5156	2.5156	2.5156	2.5156	2.5156
38363	STERAPRED	5MG	TAB DS PK	0.1777	0.1777	0.1777	0.1777	0.1777
38364	STERAPRED DS	10MG	TAB DS PK	0.1381	0.1381	0.1381	0.1381	0.1381
38364	STERAPRED DS	10MG	TAB DS PK	0.2595	0.2595	0.2595	0.2595	0.2595
38489	METHOTREXATE SODIUM	2.5MG	TABLET	0.2553	0.2553	0.2553	0.2553	0.2553
38489	METHOTREXATE SODIUM	2.5MG	TABLET	0.7563	0.7563	0.7563	0.7563	0.7563
38680	MEGESTROL ACETATE	20MG	TABLET	0.7563	0.7563	0.7563	0.7563	0.7563
38681	MEGESTROL ACETATE	40MG	TABLET	0.3014	0.3014	0.3014	0.3014	0.3014
38720	TAMOXIFEN CITRATE	10MG	TABLET	0.3924	0.3924	0.3924	0.3924	0.3924
38721	TAMOXIFEN CITRATE	20MG	TABLET	0.4113	0.4113	0.4113	0.4113	0.4113
39053	PENICILLIN V POTASSIUM	250MG	TABLET	0.7749	0.7749	0.7749	0.7749	0.7749
39055	VEETIDS 500	500MG	TABLET	0.1298	0.1298	0.1298	0.1298	0.1298
39271	AMPICILLIN TRIHYDRATE	250MG	CAPSULE	0.2182	0.2182	0.2182	0.2182	0.2182
39272	PRINCIPEN	500MG	CAPSULE	0.11	0.11	0.11	0.11	0.11
39511	SOTALOL HCL	160MG	TABLET	0.1873	0.1873	0.1873	0.1873	0.1873
39512	SOTALOL HCL	80MG	TABLET	0.4353	0.4353	0.4353	0.4353	0.4353
39513	SOTALOL HCL	240MG	TABLET	0.3382	0.3382	0.3382	0.3382	0.3382
39516	SOTALOL HCL	120MG	TABLET	0.537	0.537	0.537	0.537	0.537
39541	DICLOXACILLIN SODIUM	250MG	CAPSULE	0.3852	0.3852	0.3852	0.3852	0.3852
39542	DICLOXACILLIN SODIUM	500MG	CAPSULE	0.3422	0.3422	0.3422	0.3422	0.3422
39632	AMOXIL	875MG	TABLET	0.654	0.654	0.654	0.654	0.654
39650	AMOXICILLIN TRIHYDRATE	125MG	TAB CHEW	0.5672	0.5672	0.5672	0.5672	0.5672
39651	AMOXICILLIN TRIHYDRATE	250MG	TAB CHEW	0.1108	0.1108	0.1108	0.1108	0.1108
39660	AMOXICILLIN TRIHYDRATE	250MG	CAPSULE	0.2122	0.2122	0.2122	0.2122	0.2122
39661	AMOXIL	500MG	CAPSULE	0.0808	0.0808	0.0808	0.0808	0.0808
39681	AMOXICILLIN TRIHYDRATE	125MG/5ML	SUSP RECON	0.1113	0.1113	0.1113	0.1113	0.1113
39683	AMOXICILLIN TRIHYDRATE	250MG/5ML	SUSP RECON	0.0183	0.0183	0.0183	0.0183	0.0183
39683	AMOXICILLIN TRIHYDRATE	250MG/5ML	SUSP RECON	0.0244	0.0244	0.0244	0.0244	0.0244
39683	AMOXICILLIN TRIHYDRATE	250MG/5ML	SUSP RECON	0.0242	0.0242	0.0242	0.0242	0.0242
39683	AMOXICILLIN TRIHYDRATE	250MG/5ML	SUSP RECON	0.0239	0.0239	0.0239	0.0239	0.0239
39801	CEPHALEXIN MONOHYDRATE	250MG	CAPSULE	0.0244	0.0244	0.0244	0.0244	0.0244
39802	CEPHALEXIN MONOHYDRATE	500MG	CAPSULE	0.0242	0.0242	0.0242	0.0242	0.0242
39811	CEPHALEXIN MONOHYDRATE	125MG/5ML	SUSP RECON	0.0239	0.0239	0.0239	0.0239	0.0239
39811	CEPHALEXIN MONOHYDRATE	125MG/5ML	SUSP RECON	0.06	0.06	0.06	0.06	0.06
39812	CEPHALEXIN MONOHYDRATE	250MG/5ML	SUSP RECON	0.0595	0.0595	0.0595	0.0595	0.0595
39812	CEPHALEXIN MONOHYDRATE	250MG/5ML	SUSP RECON	0.1091	0.1091	0.1091	0.1091	0.1091
39831	CEPHALEXIN MONOHYDRATE	500MG	TABLET	0.1091	0.1091	0.1091	0.1091	0.1091
40020	CECLOR	250MG	CAPSULE	1.0262	1.0262	1.0262	1.0262	1.0262
40021	CECLOR	500MG	CAPSULE	0.4887	0.4887	0.4887	0.4887	0.4887
40021	CECLOR	500MG	CAPSULE	0.99	0.99	0.99	0.99	0.99

40030	CECLOR	125MG/5ML	SUSP RECON	0.0732	0.0732	0.0732	0.0732	0.0732
40031	CECLOR	250MG/5ML	SUSP RECON	0.133	0.133	0.133	0.133	0.133
40032	CECLOR	187MG/5ML	SUSP RECON	0.108	0.108	0.108	0.108	0.108
40033	CECLOR	375MG/5ML	SUSP RECON	0.1996	0.1996	0.1996	0.1996	0.1996
40072	TETRACYCLINE HCL	250MG	CAPSULE	0.0372	0.0372	0.0372	0.0372	0.0372
40073	TETRACYCLINE HCL	500MG	CAPSULE	0.0633	0.0633	0.0633	0.0633	0.0633
40331	VIBRAMYCIN	100MG	CAPSULE	0.1407	0.1407	0.1407	0.1407	0.1407
40333	VIBRAMYCIN	50MG	CAPSULE	0.1377	0.1377	0.1377	0.1377	0.1377
40360	VIBRA-TABS	100MG	TABLET	0.1535	0.1535	0.1535	0.1535	0.1535
40363	DOXYCYCLINE MONOHYDRATE	100MG	TABLET	3.2555	3.2555	3.2555	3.2555	3.2555
40381	MEGACE	400MG/10ML	ORAL SUSP	0.2209	0.2209	0.2209	0.2209	0.2209
40410	MINOCIN	100MG	CAPSULE	0.8243	0.8243	0.8243	0.8243	0.8243
40411	MINOCIN	50MG	CAPSULE	0.5358	0.5358	0.5358	0.5358	0.5358
40450	MINOCYCLINE HCL	100MG	TABLET	4.6889	4.6889	4.6889	4.6889	4.6889
40451	MINOCYCLINE HCL	50MG	TABLET	2.6717	2.6717	2.6717	2.6717	2.6717
40651	DOXYCYCLINE MONOHYDRATE	100MG	CAPSULE	1.0359	1.0359	1.0359	1.0359	1.0359
40652	DOXYCYCLINE MONOHYDRATE	50MG	CAPSULE	0.5895	0.5895	0.5895	0.5895	0.5895
40660	ERYTHROMYCIN BASE	250MG	CAPSULE DR	0.1651	0.1651	0.1651	0.1651	0.1651
41072	NEOMYCIN SULFATE	500MG	TABLET	0.93	0.93	0.93	0.93	0.93
41260	RIFAMPIN	150MG	CAPSULE	1.0057	1.0057	1.0057	1.0057	1.0057
41260	RIFAMPIN	150MG	CAPSULE	1.0057	1.0057	1.0057	1.0057	1.0057
41260	RIFAMPIN	150MG	CAPSULE	1.0057	1.0057	1.0057	1.0057	1.0057
41261	RIFADIN	300MG	CAPSULE	1.3203	1.3203	1.3203	1.3203	1.3203
41611	AZULFIDINE	500MG	TABLET	0.1153	0.1153	0.1153	0.1153	0.1153
41620	AZULFIDINE	500MG	TABLET DR	0.2722	0.2722	0.2722	0.2722	0.2722
41691	DECADRON	0.75MG	TAB DS PK	0.3065	0.3065	0.3065	0.3065	0.3065
41741	ISONIAZID	100MG	TABLET	0.043	0.043	0.043	0.043	0.043
41742	ISONIAZID	300MG	TABLET	0.0919	0.0919	0.0919	0.0919	0.0919
41790	PYRAZINAMIDE	500MG	TABLET	0.9644	0.9644	0.9644	0.9644	0.9644
41790	PYRAZINAMIDE	500MG	TABLET	0.9644	0.9644	0.9644	0.9644	0.9644
41790	PYRAZINAMIDE	500MG	TABLET	0.9644	0.9644	0.9644	0.9644	0.9644
41790	PYRAZINAMIDE	500MG	TABLET	0.9644	0.9644	0.9644	0.9644	0.9644
41790	PYRAZINAMIDE	500MG	TABLET	0.9644	0.9644	0.9644	0.9644	0.9644
41790	PYRAZINAMIDE	500MG	TABLET	0.9644	0.9644	0.9644	0.9644	0.9644
41790	PYRAZINAMIDE	500MG	TABLET	0.9644	0.9644	0.9644	0.9644	0.9644
41790	PYRAZINAMIDE	500MG	TABLET	0.9644	0.9644	0.9644	0.9644	0.9644
41790	PYRAZINAMIDE	500MG	TABLET	0.9644	0.9644	0.9644	0.9644	0.9644
41790	PYRAZINAMIDE	500MG	TABLET	0.9644	0.9644	0.9644	0.9644	0.9644
41790	PYRAZINAMIDE	500MG	TABLET	0.9644	0.9644	0.9644	0.9644	0.9644
41800	ETHAMBUTOL HCL	100MG	TABLET	0.48	0.48	0.48	0.48	0.48
41800	ETHAMBUTOL HCL	100MG	TABLET	0.48	0.48	0.48	0.48	0.48
41800	ETHAMBUTOL HCL	100MG	TABLET	0.48	0.48	0.48	0.48	0.48
41800	ETHAMBUTOL HCL	100MG	TABLET	0.48	0.48	0.48	0.48	0.48
41800	ETHAMBUTOL HCL	100MG	TABLET	0.48	0.48	0.48	0.48	0.48
41800	ETHAMBUTOL HCL	100MG	TABLET	0.48	0.48	0.48	0.48	0.48
41801	ETHAMBUTOL HCL	400MG	TABLET	1.2704	1.2704	1.2704	1.2704	1.2704
41801	ETHAMBUTOL HCL	400MG	TABLET	1.2704	1.2704	1.2704	1.2704	1.2704
41801	ETHAMBUTOL HCL	400MG	TABLET	1.2704	1.2704	1.2704	1.2704	1.2704
41801	ETHAMBUTOL HCL	400MG	TABLET	1.2704	1.2704	1.2704	1.2704	1.2704
41801	ETHAMBUTOL HCL	400MG	TABLET	1.2704	1.2704	1.2704	1.2704	1.2704
41801	ETHAMBUTOL HCL	400MG	TABLET	1.2704	1.2704	1.2704	1.2704	1.2704
41801	ETHAMBUTOL HCL	400MG	TABLET	1.2704	1.2704	1.2704	1.2704	1.2704
41801	ETHAMBUTOL HCL	400MG	TABLET	1.2704	1.2704	1.2704	1.2704	1.2704
41801	ETHAMBUTOL HCL	400MG	TABLET	1.2704	1.2704	1.2704	1.2704	1.2704
41801	ETHAMBUTOL HCL	400MG	TABLET	1.2704	1.2704	1.2704	1.2704	1.2704
41801	ETHAMBUTOL HCL	400MG	TABLET	1.2704	1.2704	1.2704	1.2704	1.2704
41820	MACRODANTIN	100MG	CAPSULE	1.225	1.225	1.225	1.225	1.225
41822	NITROFURANTOIN MACROCRYSTAL	50MG	CAPSULE	0.7549	0.7549	0.7549	0.7549	0.7549

42121	PHENAZOPYRIDINE HCL	100MG	TABLET	0.1093	0.1093	0.1093	0.1093	0.1093
42122	PHENAZOPYRIDINE HCL	200MG	TABLET	0.1593	0.1593	0.1593	0.1593	0.1593
42190	DIFLUCAN	100MG	TABLET	0.8202	0.8202	0.8202	0.8202	0.8202
42191	DIFLUCAN	200MG	TABLET	1.2337	1.2337	1.2337	1.2337	1.2337
42192	DIFLUCAN	50MG	TABLET	0.4644	0.4644	0.4644	0.4644	0.4644
42193	DIFLUCAN	150MG	TABLET	1.878	1.878	1.878	1.878	1.878
42200	TRIMETHOPRIM	100MG	TABLET	0.373	0.373	0.373	0.373	0.373
42235	IPRATROPIUM BROMIDE	0.2MG/ML	SOLUTION	0.1936	0.1936	0.1936	0.1936	0.1936
42238	IPRATROPIUM BROMIDE	42MCG	SPRAY	1.3398	1.3398	1.3398	1.3398	1.3398
42239	IPRATROPIUM BROMIDE	21MCG	SPRAY	0.7562	0.7562	0.7562	0.7562	0.7562
42440	NYSTATIN	100K U/ML	ORAL SUSP	0.1147	0.1147	0.1147	0.1147	0.1147
42440	NYSTATIN	100K U/ML	ORAL SUSP	0.1295	0.1295	0.1295	0.1295	0.1295
42452	MYCOSTATIN	500000 U	TABLET	0.481	0.481	0.481	0.481	0.481
42590	KETOCONAZOLE	200MG	TABLET	0.5483	0.5483	0.5483	0.5483	0.5483
42773	QUININE SULFATE	200MG	CAPSULE	0.4902	0.4902	0.4902	0.4902	0.4902
42777	QUININE SULFATE	325MG	CAPSULE	0.2533	0.2533	0.2533	0.2533	0.2533
42777	QUININE SULFATE	325MG	CAPSULE	0.2533	0.2533	0.2533	0.2533	0.2533
42777	QUININE SULFATE	325MG	CAPSULE	0.2533	0.2533	0.2533	0.2533	0.2533
42777	QUININE SULFATE	325MG	CAPSULE	0.2533	0.2533	0.2533	0.2533	0.2533
42777	QUININE SULFATE	325MG	CAPSULE	0.2533	0.2533	0.2533	0.2533	0.2533
42777	QUININE SULFATE	325MG	CAPSULE	0.2533	0.2533	0.2533	0.2533	0.2533
42777	QUININE SULFATE	325MG	CAPSULE	0.2533	0.2533	0.2533	0.2533	0.2533
42777	QUININE SULFATE	325MG	CAPSULE	0.2533	0.2533	0.2533	0.2533	0.2533
42777	QUININE SULFATE	325MG	CAPSULE	0.2533	0.2533	0.2533	0.2533	0.2533
42777	QUININE SULFATE	325MG	CAPSULE	0.2533	0.2533	0.2533	0.2533	0.2533
42777	QUININE SULFATE	325MG	CAPSULE	0.2533	0.2533	0.2533	0.2533	0.2533
42777	QUININE SULFATE	325MG	CAPSULE	0.2533	0.2533	0.2533	0.2533	0.2533
42777	QUININE SULFATE	325MG	CAPSULE	0.2533	0.2533	0.2533	0.2533	0.2533
42940	PLAQUENIL	200MG	TABLET	0.3601	0.3601	0.3601	0.3601	0.3601
42970	PAROMOMYCIN SULFATE	250MG	CAPSULE	1.3482	1.3482	1.3482	1.3482	1.3482
42970	PAROMOMYCIN SULFATE	250MG	CAPSULE	1.3482	1.3482	1.3482	1.3482	1.3482
43031	FLAGYL	250MG	TABLET	0.1218	0.1218	0.1218	0.1218	0.1218
43032	FLAGYL	500MG	TABLET	0.1918	0.1918	0.1918	0.1918	0.1918
43181	MEBENDAZOLE	100MG	TAB CHEW	3.6276	3.6276	3.6276	3.6276	3.6276
43691	FLOXIN	200MG	TABLET	3.368	3.368	3.368	3.368	3.368
43692	FLOXIN	300MG	TABLET	3.6153	3.6153	3.6153	3.6153	3.6153
43693	FLOXIN	400MG	TABLET	3.3332	3.3332	3.3332	3.3332	3.3332
43731	ZOVIRAX	200MG/5ML	ORAL SUSP	0.2196	0.2196	0.2196	0.2196	0.2196
43790	ACYCLOVIR	200MG	CAPSULE	0.1544	0.1544	0.1544	0.1544	0.1544
45061	BISOPROL/HYDROCHLOROTHIAZIDE	2.5-6.25MG	TABLET	0.1666	0.1666	0.1666	0.1666	0.1666
45062	BISOPROL/HYDROCHLOROTHIAZIDE	5-6.25MG	TABLET	0.1672	0.1672	0.1672	0.1672	0.1672
45063	BISOPROL/HYDROCHLOROTHIAZIDE	10-6.25MG	TABLET	0.1667	0.1667	0.1667	0.1667	0.1667
45341	DURICEF	500MG	CAPSULE	1.145	1.145	1.145	1.145	1.145
45345	CEFADROXIL HYDRATE	1G	TABLET	4.8299	4.8299	4.8299	4.8299	4.8299
46430	PEPCID	20MG	TABLET	0.152	0.152	0.152	0.152	0.152
46431	PEPCID	40MG	TABLET	0.2449	0.2449	0.2449	0.2449	0.2449
46432	FAMOTIDINE	10MG	TABLET	0.1129	0.1129	0.1129	0.1129	0.1129
46740	CIMETIDINE HCL	300MG/5ML	LIQUID	0.113	0.113	0.113	0.113	0.113
46750	CIMETIDINE	200MG	TABLET	0.1443	0.1443	0.1443	0.1443	0.1443
46751	CIMETIDINE	300MG	TABLET	0.1492	0.1492	0.1492	0.1492	0.1492
46752	CIMETIDINE	400MG	TABLET	0.1493	0.1493	0.1493	0.1493	0.1493
46753	CIMETIDINE	800MG	TABLET	0.2368	0.2368	0.2368	0.2368	0.2368
47040	MEVACOR	20MG	TABLET	0.5689	0.5689	0.5689	0.5689	0.5689
47041	MEVACOR	40MG	TABLET	0.766	0.766	0.766	0.766	0.766
47042	MEVACOR	10MG	TABLET	0.3627	0.3627	0.3627	0.3627	0.3627
47050	CIPRO	250MG	TABLET	0.3492	0.3492	0.3492	0.3492	0.3492
47051	CIPRO	500MG	TABLET	0.4291	0.4291	0.4291	0.4291	0.4291
47052	CIPRO	750MG	TABLET	0.4939	0.4939	0.4939	0.4939	0.4939
47110	CALAN	40MG	TABLET	0.1676	0.1676	0.1676	0.1676	0.1676
47124	HYTRIN	1MG	CAPSULE	0.243	0.243	0.243	0.243	0.243
47125	HYTRIN	2MG	CAPSULE	0.2566	0.2566	0.2566	0.2566	0.2566

47126	HYTRIN	5MG	CAPSULE	0.2566	0.2566	0.2566	0.2566	0.2566
47127	HYTRIN	10MG	CAPSULE	0.2566	0.2566	0.2566	0.2566	0.2566
47130	ANAPROX	275MG	TABLET	0.2421	0.2421	0.2421	0.2421	0.2421
47131	ANAPROX DS	550MG	TABLET	0.3336	0.3336	0.3336	0.3336	0.3336
47132	NAPROXEN SODIUM	220MG	TABLET	0.06	0.06	0.06	0.06	0.06
47260	PRINIVIL	5MG	TABLET	0.1436	0.1436	0.1436	0.1436	0.1436
47261	PRINIVIL	10MG	TABLET	0.1383	0.1383	0.1383	0.1383	0.1383
47262	PRINIVIL	20MG	TABLET	0.1923	0.1923	0.1923	0.1923	0.1923
47263	PRINIVIL	40MG	TABLET	0.2632	0.2632	0.2632	0.2632	0.2632
47264	PRINIVIL	2.5MG	TABLET	0.1105	0.1105	0.1105	0.1105	0.1105
47265	LISINAPRIL	30MG	TABLET	0.2752	0.2752	0.2752	0.2752	0.2752
47281	CEFUROXIME AXETIL	250MG	TABLET	1.0302	1.0302	1.0302	1.0302	1.0302
47282	CEFTIN	500MG	TABLET	2.1286	2.1286	2.1286	2.1286	2.1286
47631	SYNTHROID	88MCG	TABLET	0.1807	0.1807	0.1807	0.1807	0.1807
47632	LEVOTHYROXINE SODIUM	137MCG	TABLET	0.256	0.256	0.256	0.256	0.256
47710	NIZATIDINE	150MG	CAPSULE	0.7402	0.7402	0.7402	0.7402	0.7402
47711	AXID	300MG	CAPSULE	1.5682	1.5682	1.5682	1.5682	1.5682
48102	IMDUR	60MG	TAB.SR 24H	0.1214	0.1214	0.1214	0.1214	0.1214
48103	IMDUR	120MG	TAB.SR 24H	0.2884	0.2884	0.2884	0.2884	0.2884
48104	IMDUR	30MG	TAB.SR 24H	0.1214	0.1214	0.1214	0.1214	0.1214
48580	MONOPRIL	40MG	TABLET	0.4275	0.4275	0.4275	0.4275	0.4275
48581	MONOPRIL	10MG	TABLET	0.4275	0.4275	0.4275	0.4275	0.4275
48582	MONOPRIL	20MG	TABLET	0.4275	0.4275	0.4275	0.4275	0.4275
48611	LOTENSIN	5MG	TABLET	0.2305	0.2305	0.2305	0.2305	0.2305
48612	LOTENSIN	10MG	TABLET	0.2281	0.2281	0.2281	0.2281	0.2281
48613	LOTENSIN	20MG	TABLET	0.2295	0.2295	0.2295	0.2295	0.2295
48614	LOTENSIN	40MG	TABLET	0.2313	0.2313	0.2313	0.2313	0.2313
48792	ZITHROMAX	100MG/5ML	SUSP RECON	1.6327	1.6327	1.6327	1.6327	1.6327
48793	ZITHROMAX	250MG	TABLET	3.6675	3.6675	3.6675	3.6675	3.6675
48793	ZITHROMAX	250MG	TABLET	3.6675	3.6675	3.6675	3.6675	3.6675
48794	ZITHROMAX	600MG	TABLET	8.7358	8.7358	8.7358	8.7358	8.7358
48821	VANTIN	100MG	TABLET	3.209	3.209	3.209	3.209	3.209
48822	VANTIN	200MG	TABLET	4.1997	4.1997	4.1997	4.1997	4.1997
49001	MACROBID	100MG	CAPSULE	0.8505	0.8505	0.8505	0.8505	0.8505
49101	ITRACONAZOLE	100MG	CAPSULE	7.3551	7.3551	7.3551	7.3551	7.3551
50565	PRENATAL VIT/FE FUMARATE/FA	29MG-1MG	TAB CHEW	0.2599	0.2599	0.2599	0.2599	0.2599
50638	GLUCOTROL XL	2.5MG	TAB OSM 24	0.2858	0.2858	0.2858	0.2858	0.2858
51550	METOPROLOL/HYDROCHLOROTHIAZIDE	50MG-25MG	TABLET	0.851	0.851	0.851	0.851	0.851
51550	METOPROLOL/HYDROCHLOROTHIAZIDE	50MG-25MG	TABLET	0.851	0.851	0.851	0.851	0.851
51550	METOPROLOL/HYDROCHLOROTHIAZIDE	50MG-25MG	TABLET	0.851	0.851	0.851	0.851	0.851
51550	METOPROLOL/HYDROCHLOROTHIAZIDE	50MG-25MG	TABLET	0.851	0.851	0.851	0.851	0.851
51551	METOPROLOL/HYDROCHLOROTHIAZIDE	100-25MG	TABLET	1.3295	1.3295	1.3295	1.3295	1.3295
51551	METOPROLOL/HYDROCHLOROTHIAZIDE	100-25MG	TABLET	1.3295	1.3295	1.3295	1.3295	1.3295
51551	METOPROLOL/HYDROCHLOROTHIAZIDE	100-25MG	TABLET	1.3295	1.3295	1.3295	1.3295	1.3295
51551	METOPROLOL/HYDROCHLOROTHIAZIDE	100-25MG	TABLET	1.3295	1.3295	1.3295	1.3295	1.3295
51552	METOPROLOL/HYDROCHLOROTHIAZIDE	100-50MG	TABLET	1.41	1.41	1.41	1.41	1.41
51552	METOPROLOL/HYDROCHLOROTHIAZIDE	100-50MG	TABLET	1.41	1.41	1.41	1.41	1.41
51552	METOPROLOL/HYDROCHLOROTHIAZIDE	100-50MG	TABLET	1.41	1.41	1.41	1.41	1.41
53141	DIPYRIDAMOLE	25MG	TABLET	0.2218	0.2218	0.2218	0.2218	0.2218
53142	DIPYRIDAMOLE	50MG	TABLET	0.3572	0.3572	0.3572	0.3572	0.3572
53143	DIPYRIDAMOLE	75MG	TABLET	0.4779	0.4779	0.4779	0.4779	0.4779
54860	ENALAPRIL/HYDROCHLOROTHIAZIDE	10-25MG	TABLET	0.3635	0.3635	0.3635	0.3635	0.3635

54862	ENALAPRIL/HYDROCHLOROTHIAZID E	5-12.5MG	TABLET	0.3829	0.3829	0.3829	0.3829	0.3829
56970	AMPHET ASP/AMPHET/D-AMPHET	5MG	TABLET	0.461	0.461	0.461	0.461	0.461
56971	AMPHET ASP/AMPHET/D-AMPHET	10MG	TABLET	0.4337	0.4337	0.4337	0.4337	0.4337
56972	AMPHET ASP/AMPHET/D-AMPHET	30MG	TABLET	0.4337	0.4337	0.4337	0.4337	0.4337
56973	AMPHET ASP/AMPHET/D-AMPHET	20MG	TABLET	0.4337	0.4337	0.4337	0.4337	0.4337
60821	DIFLUCAN	40MG/ML	SUSP RECON	1.1918	1.1918	1.1918	1.1918	1.1918
60822	DIFLUCAN	10MG/ML	SUSP RECON	0.5545	0.5545	0.5545	0.5545	0.5545
61198	ZITHROMAX	500MG	TABLET SUSP	7.1576	7.1576	7.1576	7.1576	7.1576
61199	ZITHROMAX	200MG/5ML	RECON SUSP	1.6327	1.6327	1.6327	1.6327	1.6327
61199	ZITHROMAX	200MG/5ML	RECON SUSP	1.0885	1.0885	1.0885	1.0885	1.0885
61199	ZITHROMAX	200MG/5ML	RECON SUSP	0.8163	0.8163	0.8163	0.8163	0.8163
61761	ETODOLAC	400MG	TABLET	0.2642	0.2642	0.2642	0.2642	0.2642
61762	ETODOLAC	600MG	TAB.SR 24H	1.6738	1.6738	1.6738	1.6738	1.6738
61765	LODINE XL	400MG	TAB.SR 24H	0.8612	0.8612	0.8612	0.8612	0.8612
61766	ETODOLAC	500MG	TABLET	0.5881	0.5881	0.5881	0.5881	0.5881
61767	LODINE XL	500MG	TAB.SR 24H	0.9283	0.9283	0.9283	0.9283	0.9283
61850	EC-NAPROSYN	375MG	TABLET DR	0.2764	0.2764	0.2764	0.2764	0.2764
61851	EC-NAPROSYN	500MG	TABLET DR	0.3596	0.3596	0.3596	0.3596	0.3596
63820	BISOPROLOL FUMARATE	10MG	TABLET	0.809	0.809	0.809	0.809	0.809
63821	BISOPROLOL FUMARATE	5MG	TABLET	0.809	0.809	0.809	0.809	0.809
66990	TENORETIC 50	50MG-25MG	TABLET	0.1699	0.1699	0.1699	0.1699	0.1699
66991	TENORETIC 100	100-25MG	TABLET	0.2834	0.2834	0.2834	0.2834	0.2834
67071	AUGMENTIN	500-125MG	TABLET	1.2948	1.2948	1.2948	1.2948	1.2948
67076	AUGMENTIN	875-125MG	TABLET	1.6274	1.6274	1.6274	1.6274	1.6274
67077	AUGMENTIN	400-57MG	TAB CHEW	1.7335	1.7335	1.7335	1.7335	1.7335
67078	AUGMENTIN	200-28.5MG	TAB CHEW	1.3246	1.3246	1.3246	1.3246	1.3246
67153	AUGMENTIN	400-57MG/5	SUSP RECON	0.3753	0.3753	0.3753	0.3753	0.3753
67153	AUGMENTIN	400-57MG/5	SUSP RECON	0.3473	0.3473	0.3473	0.3473	0.3473
67153	AUGMENTIN	400-57MG/5	SUSP RECON	0.3389	0.3389	0.3389	0.3389	0.3389
67154	AUGMENTIN	200-28.5/5	SUSP RECON	0.241	0.241	0.241	0.241	0.241
67154	AUGMENTIN	200-28.5/5	SUSP RECON	0.241	0.241	0.241	0.241	0.241
67154	AUGMENTIN	200-28.5/5	SUSP RECON	0.241	0.241	0.241	0.241	0.241
68101	LOESTRIN FE	1.5-0.03MG	TABLET	0.7078	0.7078	0.7078	0.7078	0.7078
68102	LOESTRIN FE	1-0.02MG	TABLET	0.7063	0.7063	0.7063	0.7063	0.7063
68811	DESOGEN	0.15-0.03	TABLET	0.7538	0.7538	0.7538	0.7538	0.7538
88000	PRINZIDE	20-12.5MG	TABLET	0.3227	0.3227	0.3227	0.3227	0.3227
88001	PRINZIDE	20-25MG	TABLET	0.3349	0.3349	0.3349	0.3349	0.3349
88002	PRINZIDE	10-12.5MG	TABLET	0.2628	0.2628	0.2628	0.2628	0.2628
88730	TRIAMTERENE/HCTZ	50-25MG	CAPSULE	0.3455	0.3455	0.3455	0.3455	0.3455
88731	DYAZIDE	37.5-25MG	CAPSULE	0.114	0.114	0.114	0.114	0.114
88740	TRIAMTERENE/HYDROCHLOROTHIA ZID	75-50MG	TABLET	0.0692	0.0692	0.0692	0.0692	0.0692
88741	TRIAMTERENE/HYDROCHLOROTHIA ZID	37.5-25MG	TABLET	0.0952	0.0952	0.0952	0.0952	0.0952
89863	GLUCOPHAGE XR	500MG	TAB.SR 24H	0.2142	0.2142	0.2142	0.2142	0.2142
90150	SULFAMETHOXAZOLE/TRIMETHOPR IM	200-40MG/5	ORAL SUSP	0.0628	0.0628	0.0628	0.0628	0.0628
90161	SULFAMETHOXAZOLE/TRIMETHOPR IM	400-80MG	TABLET	0.2751	0.2751	0.2751	0.2751	0.2751
90163	SULFAMETHOXAZOLE/TRIMETHOPR IM	800-160MG	TABLET	0.3285	0.3285	0.3285	0.3285	0.3285
90839	PRENATAL VIT/IRON,CARBONYL/FA	29MG-1MG	TABLET	0.2353	0.2353	0.2353	0.2353	0.2353
92121	BUSPAR	30MG	TABLET	1.1262	1.1262	1.1262	1.1262	1.1262
92984	PRENATAL VIT/FE FUMARATE/FA	29MG-1MG	TABLET	0.1305	0.1305	0.1305	0.1305	0.1305

92989	OMEPRAZOLE	10MG	CAPSULE DR	1.835	1.835	1.835	1.835	1.835
93075	METHYLPHENIDATE HCL	10MG	TABLET SA	0.6389	0.6389	0.6389	0.6389	0.6389
93205	AMOXIL	200MG	TAB CHEW	0.3388	0.3388	0.3388	0.3388	0.3388
93365	AMOXIL	400MG	TAB CHEW	0.3986	0.3986	0.3986	0.3986	0.3986
93375	AMOXIL	400MG/5ML	SUSP RECON	0.0652	0.0652	0.0652	0.0652	0.0652
93385	AMOXIL	200MG/5ML	SUSP RECON	0.0629	0.0629	0.0629	0.0629	0.0629
93387	MINOCYCLINE HCL	75MG	CAPSULE	0.7274	0.7274	0.7274	0.7274	0.7274
94121	POLY IRON PN FORTE	60-1MG	TABLET	0.1653	0.1653	0.1653	0.1653	0.1653
94447	NEURONTIN	800MG	TABLET	0.735	0.735	0.735	0.735	0.735
94481	ROCALTROL	0.25MCG	CAPSULE	0.9104	0.9104	0.9104	0.9104	0.9104
94482	ROCALTROL	0.5MCG	CAPSULE	1.4611	1.4611	1.4611	1.4611	1.4611
94624	NEURONTIN	600MG	TABLET	0.5759	0.5759	0.5759	0.5759	0.5759
94781	FOLIC ACID	1MG	TABLET	0.0517	0.0517	0.0517	0.0517	0.0517
94783	FOLIC ACID	0.4MG	TABLET	0.015	0.015	0.015	0.015	0.015
94784	FOLIC ACID	0.8MG	TABLET	0.02	0.02	0.02	0.02	0.02
94868	MIRCETTE	21-5	TABLET	1.1251	1.1251	1.1251	1.1251	1.1251
95210	PRENATAL VIT/IRON,CARBONYL/FA	50-1MG	TABLET	0.1819	0.1819	0.1819	0.1819	0.1819
95220	PRENATAL VIT/FE FUMARATE/FA/SE	27-1MG	TABLET	0.1596	0.1596	0.1596	0.1596	0.1596
95339	PRENATAL VIT/FE FUMARATE/FA	27-1MG	TABLET	0.1276	0.1276	0.1276	0.1276	0.1276
95391	PRENATAL VITS W-CA, FE,FA(<1MG)		TABLET	0.0502	0.0502	0.0502	0.0502	0.0502
95413	PRENATAL VIT/IRON,CARB/DOSS/FA	90-1MG	TABLET	0.2236	0.2236	0.2236	0.2236	0.2236
16376	SERTRALINE HCL	20MG/ML	ORAL CONC	0.8142	0.8142	0.8142	0.8142	0.8142
2681	AMLODIPINE BESYLATE	2.5MG	TABLET	0.301	0.301	0.301	0.301	0.301
2682	AMLODIPINE BESYLATE	10MG	TABLET	0.7381	0.7381	0.7381	0.7381	0.7381
2683	AMLODIPINE BESYLATE	5MG	TABLET	0.5707	0.5707	0.5707	0.5707	0.5707
62263	FLUTICASONE PROPIONATE	50MCG	SPRAY SUSP	1.6748	1.6748	1.6748	1.6748	1.6748
14019	ANTIPYRINE/BENZOCAINE/GLYCERIN	5.4%-1.4%	DROPS	0.1673	0.1673	0.1673	0.1673	0.1673
14023	NEOMY SULF/POLYMYX B SULF/HC	3.5-10K-1	SOLUTION DROPS	2.2714	2.2714	2.2714	2.2714	2.2714
14025	NEOMY SULF/POLYMYX B SULF/HC	3.5-10K-1	SUSP	2.1149	2.1149	2.1149	2.1149	2.1149
20318	BUPROPION HCL	300MG	TAB.SR 24H	3.8886	3.8886	3.8886	3.8886	3.8886
1551	CARVEDILOL	25MG	TABLET	0.2175	0.2175	0.2175	0.2175	0.2175
1552	CARVEDILOL	12.5MG	TABLET	0.234	0.234	0.234	0.234	0.234
1553	CARVEDILOL	3.125MG	TABLET	0.1675	0.1675	0.1675	0.1675	0.1675
1554	CARVEDILOL	6.25MG	TABLET	0.286	0.286	0.286	0.286	0.286
12947	METOPROLOL SUCCINATE	25MG	TAB.SR 24H	0.5589	0.5589	0.5589	0.5589	0.5589
20741	METOPROLOL SUCCINATE	50MG	TAB.SR 24H	0.7232	0.7232	0.7232	0.7232	0.7232
20742	METOPROLOL SUCCINATE	100MG	TAB.SR 24H	1.0572	1.0572	1.0572	1.0572	1.0572
20743	METOPROLOL SUCCINATE	200MG	TAB.SR 24H	1.6821	1.6821	1.6821	1.6821	1.6821
15412	PRAVASTATIN SODIUM	80MG	TABLET	1.0095	1.0095	1.0095	1.0095	1.0095
48671	PRAVASTATIN SODIUM	10MG	TABLET	0.5009	0.5009	0.5009	0.5009	0.5009
48672	PRAVASTATIN SODIUM	20MG	TABLET	0.7645	0.7645	0.7645	0.7645	0.7645
48673	PRAVASTATIN SODIUM	40MG	TABLET	0.8431	0.8431	0.8431	0.8431	0.8431
3230	PROPRANOLOL HCL	80MG	CAP.SA 24H	1.2638	1.2638	1.2638	1.2638	1.2638
3231	PROPRANOLOL HCL	120MG	CAP.SA 24H	1.5673	1.5673	1.5673	1.5673	1.5673
3232	PROPRANOLOL HCL	160MG	CAP.SA 24H	1.7856	1.7856	1.7856	1.7856	1.7856
3233	PROPRANOLOL HCL	60MG	CAP.SA 24H	1.0818	1.0818	1.0818	1.0818	1.0818
20630	PROPRANOLOL HCL	10MG	TABLET	0.226	0.226	0.226	0.226	0.226
20631	PROPRANOLOL HCL	20MG	TABLET	0.217	0.217	0.217	0.217	0.217
20632	PROPRANOLOL HCL	40MG	TABLET	0.3026	0.3026	0.3026	0.3026	0.3026
20633	PROPRANOLOL HCL	60MG	TABLET	0.9535	0.9535	0.9535	0.9535	0.9535
20634	PROPRANOLOL HCL	80MG	TABLET	0.2508	0.2508	0.2508	0.2508	0.2508
94122	VERAPAMIL HCL	100MG	CAP24H PEL	1.5982	1.5982	1.5982	1.5982	1.5982
94123	VERAPAMIL HCL	200MG	CAP24H PEL	1.9122	1.9122	1.9122	1.9122	1.9122
94124	VERAPAMIL HCL	300MG	CAP24H PEL	2.316	2.316	2.316	2.316	2.316
1241	HYDRALAZINE HCL	10MG	TABLET	0.3354	0.3354	0.3354	0.3354	0.3354
1242	HYDRALAZINE HCL	100MG	TABLET	0.5814	0.5814	0.5814	0.5814	0.5814

1243	HYDRALAZINE HCL	25MG	TABLET	0.2345	0.2345	0.2345	0.2345	0.2345
1244	HYDRALAZINE HCL	50MG	TABLET	0.4591	0.4591	0.4591	0.4591	0.4591

ATTACHMENT I

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	FA - 07 - 17124 - 00
CONTRACTOR LEGAL ENTITY NAME:	Express Scripts, Inc.
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	42 - 1420563

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

PRINTED NAME AND TITLE OF SIGNATORY**DATE OF ATTESTATION**

C O N T R A C T S U M M A R Y S H E E T

060706

RFS #	Contract #
317.15 — 040 — 07	FA-07-17124-00
State Agency	State Agency Division
Finance and Administration	Division of Insurance Administration
Contractor Name	Contractor ID # (FEIN or SSN)
Express Scripts, Inc.	<input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- 43-1420563

Service Description
 Provides administrative services for the State's pharmacy assistance program, CoverRx.

Contract Begin Date	Contract End Date	SUBRECIPIENT or VENDOR?	CFDA #
November 15, 2006	December 31, 2009	Vendor	

Mark Each TRUE Statement

Contractor is on STARS Contractor's Form W-9 is on file in Accounts

Allotment Code	Cost Center	Object Code	Fund	Funding Grant Code	Funding Subgrant Code
350.60	200	08 4	11		

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2007	\$11,500,000.00				\$11,500,000.00
2008	\$16,250,000.00				\$16,250,000.00
2009	\$16,240,000.00				\$16,240,000.00
2010	\$10,000.00				\$10,000.00
TOTAL:	\$44,000,000.00				\$44,000,000.00

— COMPLETE FOR AMENDMENTS ONLY —			State Agency Fiscal Contact & Telephone #
FY	Base Contract & Prior Amendments	THIS Amendment ONLY	Maureen Abbey Tennessee Tower, 20th Floor 615-741-6070
			<i>MA</i>
			State Agency Budget Officer Approval
			<i>Maureen Abbey</i>
			Funding Certification (certification required by T.G.A. §9-4-5113 that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)
TOTAL:			JAN 2 2008 No stamps FY
End Date:			

Contractor Ownership (complete only for base contracts with contract # prefix FA or GR)

African American
 Person w/ Disability
 Hispanic
 Small Business
 NOT minority/disadvantaged
 Asian
 Female
 Native American
 OTHER minority/disadvantaged—

Contractor Selection Method (complete for ALL base contracts — N/A to amendments or delegated authorities)

RFP
 Competitive Negotiation
 Alternative Competitive Method
 Non-Competitive Negotiation
 Negotiation w/ Government (e.g., ID, GG, GU)
 Other

Procurement Process Summary (complete for selection by Alternative Method, Competitive Negotiation, Non-Competitive Negotiation, OR Other)

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION,
DIVISION OF INSURANCE ADMINISTRATION
AND
EXPRESS SCRIPTS, INC.**

This Contract, by and between the State of Tennessee, Department of Finance and Administration, Division of Insurance Administration hereinafter referred to as the "State" or "Division of Insurance Administration" and Express Scripts, Inc., hereinafter referred to as the "Contractor," is for the provision of Pharmacy administrative services for a statewide pharmacy assistance program for eligible adults ages 19 – 64 (through 64) as further defined in the "SCOPE OF SERVICES."

The Contractor is a for-profit corporation. The Contractor's address is:

Express Scripts, Inc.
13900 Riverport Drive
Maryland Heights, Missouri 63043

The Contractor's place of incorporation or organization is Delaware.

The Contractor's Federal Employee Tax Identification Number is 43-1420563.

A SCOPE OF SERVICES

The Contractor agrees to provide administrative services for the State's pharmacy assistance program hereinafter referred to as CoverRx. CoverRx provides limited pharmacy assistance through retail or through retail and mail order to eligible participants enrolled in the State's Department of Mental Health and Developmental Disabilities (DMHDD) Safety Net program and for other eligible adults ages 19 – 64 (through 64), hereinafter referred to as "participants", needing access to prescription drugs for acute care and ongoing disease management. The program is not a prescription drug benefit, an insurance program, nor an entitlement program. The term "providers" is defined as a licensed entity participating in the network of the Contractor. The Contractor shall provide the following required programs and service components for the CoverRx program.

Definitions

AWP refers to the Average Wholesale Price of a drug and is a national average of list prices charged by wholesalers to pharmacies.

Copayment refers to that portion of the charge for each covered drug dispensed to the participant that is the responsibility of the participant as indicated in 2.1 of Attachment A of the RFP.

Covered Drug(s) are those prescription drugs and supplies are covered under CoverRx.

Electronic Protected Health Care Information shall have the meaning set out in its definition at 45 C.F.R. § 160.103.

Enrollment Card (also referred to as ID card) refers to a printed identification card containing the applicable Contractor information, logo or other mutually agreed upon method of identifying the contractor as the provider of pharmacy assistance services and other program information.

Health Insurance Portability and Accountability Act (HIPAA) refers to the Health Insurance Portability and Accountability Act of 1996, or as later amended.

MAC means the Maximum Allowable Cost of a drug and is a drug reimbursement policy that publishes prices defining the maximum contribution of a drug plan to the purchase of a drug.

Mail Service Pharmacy means a duly licensed pharmacy operated by PBM or its subsidiaries, other than, where prescriptions are filled and delivered to Members via the mail service.

Mental Health Safety Net (MHSN) refers to essential mental health services offered through the Department of Mental Health and Developmental Disabilities for individuals who were disenrolled from the TennCare as a result of TennCare reform efforts in June 2005.

Participant refers to any individual accessing services under the CoverRx program who meets the eligibility criteria of either being enrolled in the State's Department of Mental Health and Developmental Disabilities (DMHDD) Safety Net program or for other eligible adults ages 19 – 64 (through 64) whose income is at or below 250% FPL, is a U.S. citizen who has been a resident of Tennessee for six months and who has no access to prescription drug coverage.

Participating Pharmacy is any licensed retail pharmacy with which the contractor has executed an agreement to provide covered drugs to participants.

Pharmacy or Pharmacies refers to any or all participating retail pharmacies or mail service pharmacy(ies) participating in the Contractor's network of pharmacies.

Pharmacy Rebate Program includes, but is not limited to, rebate contracts, special discounts, fee reductions, incentive programs and administrative fees paid by pharmaceutical manufacturers to the contractor or the like with pharmacy manufacturers.

Prescription Drug Claim is a submitted claim or claim for payment submitted to the contractor by a pharmacy or participant as a result of dispensing a covered drug to a participant in the CoverRx program.

Protected Health Information (PHI) shall have the same meaning as the term "protected health information" in 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

Provider is defined as a licensed entity participating in the network of the contractor.

Rebates means any retrospective rebates (funds) paid to the contractor pursuant to the terms of a rebate contract negotiated independently by the contractor with a pharmaceutical manufacturer, and directly attributable to the utilization of certain pharmaceuticals by participants.

Seriously and Persistently Mentally Ill (SPMI) refers to individuals who have a serious and persistent mental illness. These individuals are registered into the MHSN by the Department of Mental Health and Developmental Disabilities, or its representative, and are eligible to receive pharmacy assistance under CoverRx.

U & C means usual and customary charges are amounts charged by health care providers that are consistent with charges for similar services in a given locale.

- A.1 CoverRx will be operational, as detailed in the Performance Guarantees contained in Contract Attachment B, by January 1, 2007.
- A.2 The Contractor will implement the systems required to process all CoverRx claims and all other services described herein. The Contractor will work with Division of Insurance Administration to ensure that the program satisfies the functional and informational requirements of Tennessee's CoverRx pharmacy assistance program. The system must be thoroughly tested and accepted by the State prior to implementation.
- A.3 The State shall determine all program policies regarding CoverRx. Should the Contractor have a question on policy determinations or operating guidelines required for proper performance of the Contractor's responsibilities, the Contractor shall request a determination in writing. The State will then respond in writing making a determination within thirty (30) days. The Contractor shall then act in accordance with such policy determinations and/or operating guidelines.

- A.4 The State shall have the sole responsibility for and authority to clarify and/or revise the pharmacy assistance available under this program. It is understood between the parties that the program cannot and does not cover all participant pharmacy needs.
- A.5 **Administrative Support and Contract Project Coordinator – the Contractor shall:**
- A.5.1 At a minimum, designate and maintain a Project Coordinator for this contract who is responsible for coordinating and managing the total project. The Project Coordinator or their substitute shall be available to Division of Insurance Administration staff during regular working hours within 24 hours of a request for assistance via telephone, email or on-site presence. The State's regular working hours are Monday through Friday, 8 a.m. Central Time – 4:30 p.m. Central Time, excluding official State holidays.
- A.5.2 Provide qualified licensed pharmacy personnel input to assist the State in the analysis of the CoverRx program and policy and design changes.
- A.5.3 Collaborate with the State in proactively identifying opportunities to improve the quality of service, cost effectiveness and operational efficiency of the pharmacy assistance program.
- A.5.4 Provide quarterly reviews of pharmacy network adequacy, service levels and other factors that describe program performance utilization.
- A.5.5 Maintain sufficient levels of staff including supervisory and support staff with appropriate training, work experience, and expertise to perform all contract requirements on an ongoing basis. Telephone and administrative personnel shall be familiar with covered services under the CoverRx program.
- A.5.6 Allow on-line access for at least two (2) employees of the State to enroll new participants and enable additions, deletions and corrections to information regarding Mental Health Safety Net participants of the CoverRx program. The designated State employees will provide to the Contractor background information in order to meet security standards of the Contractor.
- A.6 **Point-of-Sale for both Retail and Mail Order Claims Adjudication - the Contractor shall:**
- A.6.1 Provide an online pharmacy point-of-sale (POS) system that can be modified to meet the needs of the Division of Insurance Administration retail and mail order pharmacy assistance program. The Contractor will provide system design modification, development, implementation and operation for CoverRx.
- A.6.2 Be responsible for operating the provided system.
- A.6.3 Adjudicate and process all electronic point of sale and paper retail and mail order pharmacy claims incurred during the term of the contract in accordance with the CoverRx formulary and program design provided in Attachment A.
- A.6.4 Maintain an integrated retail and mail order electronic POS claims system that shall have edits to verify eligibility, the current Drug List, and claim accuracy. The Contractor must be able to track and report utilization by participant across all program components.
- A.6.4.1 Maintain the POS claims system that shall have the capability to identify participants that the State determines eligible for the CoverRx restricted formulary. Contractor must be able to provide an override to allow an initial sixty-day (60) supply to new participants in the MHSN or MHSN participants whose drug regimen has changed.
- A.6.5 Maintain a tracking system for participants to request prescription refills, and use that system to verify eligibility and provide the participant the opportunity to provide an alternate mail order address at time of refill, if applicable.
- A.6.6 Ensure participants pay the lesser of Maximum Allowable Cost (MAC), Usual and Customary (U & C) or discount price regardless of the co-pay required.

- A.6.7 Contractor will make reasonable efforts to recover overpayments and reimburse underpayments to pharmacies due to errors made by pharmacies in processing CoverRx claims in accordance with applicable law and adjust State invoices accordingly.
- A.6.8 Have the ability for the participant to be reimbursed for eligible claims not properly adjudicated. In order to receive reimbursement, participant must request reimbursement or appeal the claim within ninety (90) days of point of service.
- A.6.9 Have the ability to refill mail order prescriptions online through the website, by telephone, or by mail, subject to compliance with all applicable federal and state laws and regulations.
- A.6.10 Submit the majority of claims through POS telecommunication devices as well as some paper claims or batch billing by tape submitted directly to the Contractor for processing. Paper claims may include, but are not limited to, those submitted from the Tennessee Department of Health. Paper claims will be submitted on universal claim forms or the current industry standard forms (NCPDP).

A.7 Mail Order Service – If offered, the Contractor shall:

- A.7.1 Be a licensed pharmacy in good standing with the Tennessee Board of Pharmacy. The Contractor must have a Pharmacist-in-Charge holding a current Tennessee Pharmacist license in good standing with the Tennessee Board of Pharmacy and sufficient staff to meet the demand for services. The Contractor must possess a current license to dispense controlled drugs (Schedule 2, 3, 4 and 5 substances).
- A.7.2 Maintain mail order facilities capable of processing participant subscriptions volume.
- A.7.3 Provide a toll-free telephone number dedicated to the pharmacy mail-order program.
- A.7.4 Provide an option on the toll-free telephone number for participants to consult with a registered pharmacist.
- A.7.5 Provide a web site for participants providing access to the CoverRx Formulary and copays, retail pharmacy network, link to mail-order, and, if available, a secure site for participants to access their pharmacy claims.
- A.7.6 After verifying the client's eligibility, the Contractor will mail, or deliver, if the Contractor prefers, medications directly to the participant's designated address, or allow participant pickup at the Contractor's retail pharmacy, if the participant requests that arrangement. All completed, fillable prescriptions must be dispensed with a maximum turnaround time of less than forty-eight (48) hours.

A.8 Retail Network Service – the Contractor shall:

- A.8.1 Provide a comprehensive network (see Contract Attachment B) through the entire term of the contract, including term extensions, with participant access to retail pharmacies licensed and located in Tennessee who are in good standing with the Tennessee Board of Pharmacy. The Contractor must have a Pharmacist-in-Charge holding a current Tennessee Pharmacist license in good standing with the Tennessee Board of Pharmacy and sufficient staff to meet the demand for services. Providers in the network agree with the Contractor's terms and conditions for POS electronic transmission to verify eligibility, submit participant claims electronically, agree not to waive co-payments, and agree to accept the Contractor's reimbursement as payment in full for covered prescription drugs allowing no balance billing.
- A.8.2 Provide participating pharmacies with a toll-free telephone service number.
- A.8.3 Maintain a pharmacy audit program in order to ensure pharmacy compliance with the program.
- A.8.4 Require its network retail pharmacies, who have agreed with the Contractor's terms and conditions for mail order pharmacy to provide prescriptions at the same cost, upon request by participants. The network of pharmacies referenced herein, shall be in place prior to December 31, 2006.

- A.8.5. Provide discount pricing on brand and generic drugs not on the CoverRx formulary that enables the lower of discount or Usual and Customary (U & C) pricing.
- A.8.5.1. Prescriptions filled through the discount card must adhere to the Contractor's same pricing formulae as those used for all CoverRx formulary drugs.
- A.8.6. All retail components of the program must be administered through a single membership card.
- A.9. **Formulary and Utilization Review – the Contractor shall:**
- A.9.1. Maintain the State's established Formulary for the retail and mail order CoverRx program (Attachment A). Changes in the Formulary shall be submitted by the State to the Contractor no less than 30 days prior to change implementation date, unless the Contractor and State mutually agree to a shorter notification time.
- A.9.2. Provide a Prospective Utilization Review (Pro-DUR) program for the retail and mail order programs allowing pharmacists access to patient prescription drug profiles and history in order to identify potentially adverse events, including but not limited to the following:
- o Drug to drug interaction
 - o Duplicate therapy
 - o Over utilization
 - o Maximum daily dosage
 - o Early refill indicators
 - o Suspected fraud
- A.9.3. Provide for clinical pharmacist follow-up to dispensers and prescribers in order to share relevant information from the drug utilization review analysis.
- A.9.4. Provide a Retrospective Utilization Review program to track provider prescribing habits and identify those who practice outside of their peer norms as well as identify patients who may be abusing prescription drugs or visiting multiple providers.
- A.9.5. Have the ability to lock a participant suspected of abusing the system into just one network pharmacy.
- A.10. **Pharmacy Rebates and Audits – the Contractor shall:**
- A.10.1. Remit to the State no less than quarterly a check for all pharmacy rebates obtained by the Contractor due to the use of pharmaceuticals by participants of CoverRx for the rebates accrued during the claim period ending six (6) months prior to the rebate payment date.
- A.10.2. With provision by the State of 30 days notice, and with execution of any applicable third party confidentiality agreements, submit to examination and audit of applicable pharmacy utilization data by the State, including manufacturer rebate contracts and rebate payments, by the State's authorized independent auditor (experienced in conducting pharmacy rebate audits) during the term of this contract and for three years after final contract payment (longer if required by law). For the purpose of this requirement, Contractor shall include its parents, affiliates, subsidiaries and subcontractors. Such audits shall include third party confidentiality agreements between the auditor and the party being audited.
- A.10.3. With provision by the State of 30 day notice, and with the execution of any applicable third party confidentiality agreements, provide full disclosure of rebates received by the Contractor, its affiliates, subsidiaries, or subcontractors due to the use of pharmaceuticals by participants of CoverRx, including line item detail by National Drug Code number and line item detail by pharmaceutical manufacturer showing actual cost remitted and other related claim and financial information as needed to satisfy the scope of the audit. The Contractor will, upon request by the State, disclose to the State's authorized independent auditor (experienced in conducting pharmacy rebate audits) any administrative fees or other reimbursements received in connection with any rebates, discounts, fee reductions, incentive programs, or the like received by the Contractor as a result of the drug manufacturer payments which include volume of pharmaceutical use by participants of CoverRx. In addition, the Contractor will, upon request by the State, disclose fees or other reimbursements received in connection with any grants, educational

programs or other incentive programs received by the Contractor due to the use of pharmaceuticals by participants of CoverRx.

A.10.4 With the execution of any applicable third party confidentiality agreements, provide at any time, upon 30 day notice from the State, access to audit the pharmacy rebate program, including but not limited to rebate contracts, special discounts, fee reductions, incentive programs or the like with pharmacy manufacturers and program financial records as necessary to perform accurate and complete audit of rebates received by the State. At the State's discretion, the State's authorized independent auditor (experienced in conducting rebate audits) may perform such audit. The State is responsible for the cost of the authorized third party representative for such audits. If the outcome of the audit results in an amount due to the State, payment of such settlement will be made within 30 days of the Contractor's receipt of the final audit report.

A.11 Eligibility and Enrollment

A.11.1 The Contractor will develop, or contract for, an ongoing eligibility and enrollment process. The process must have the capability to:

A.11.1.1 Assess whether or not an individual applicant meets the State's eligibility criteria (See Attachment A for the State's eligibility criteria);

A.11.1.2 Enroll each eligible individual subject to the State's criteria;

A.11.1.3 Provide an online capability for the State to either:

A.11.1.3.1 Enroll a MHSN participant into the CoverRx program or

A.11.1.3.2 Authorize a current MHSN participant to access the CoverRx restricted formulary, as specified by the State

A.11.1.4 MHSN participants must be able to access services within forty-eight (48) hours after receipt of eligibility information from the State

A.11.1.5 Result in a determination of eligibility within five (5) working days of receipt of a completed application as detailed in the Performance Guarantees contained in Contract Attachment B. A completed application is defined as one in which the applicant has provided the required data fields and supporting documentation.

A.11.1.6 Track and report on intake of applications and turnaround time.

A.11.1.7 Thirty (30) days prior to each participant's anniversary date the Contractor shall annually verify participant eligibility, for Contractor enrolled participants, as described in the Performance Guarantees contained in Contract Attachment B.

The State will be responsible for annually re-verifying MHSN participants and identifying ineligible MHSN participants. Once a year, the State shall provide the Contractor with an updated eligibility file for import into the Contractor's system. Any MHSN participants not included in the annual file provided to the Contractor shall be handled separately by the State and all data updates associated with these participants will be entered directly into the Contractor's system by the State.

A.11.2 Prior to general availability of CoverRx, the State intends to auto-enroll in CoverRx those individuals who are currently receiving services through the State's Mental Health Safety Net program as of the date of contract award. Information regarding the Mental Health Safety Net Auto Enrolled participants is located in Appendix 7.1. To ensure that these individuals' enrollment records remain accurate and complete, the Contractor commits to the following:

A.11.2.1 To accept, via secure medium (FTP-to-FTP Server Connections via a site to site Virtual Private Network (VPN) tunnel, or other secured means approved by the State) enrollment data electronic transfer files from the State, in the State's proprietary transaction formats, for participants maintained in the State's Mental Health Safety Net Program;

- A.11.2.2 To complete each of the following tasks by the indicated deadline and described in the Performance Guarantees contained in Attachment B;
- A.11.2.2.1 Systematically compare, via computer programs, the State's file of Mental Health Safety Net Participants within five (5) working days of receipt of the file from the State; and
- A.11.2.2.2 Resolve all mismatches identified by the reconciliation processing of the file within ten (10) working days of receipt of the files from the State. "Mismatches" are defined as any difference of values between the State's and the Contractor's database; and
- A.11.2.2.3 To complete and submit to the State the *Auto Enrollment Data Reconciliation Report* (required reporting fields are provided in Attachment F), within twelve (12) working days of receipt of the file.
- A.11.2.3 **State of Tennessee Enrollment Data Match:** Upon request by the State, not to exceed two (2) times annually, the Contractor shall submit to the State its full file of participants or a subset of participants at no additional cost, by which the State will conduct a data match against the State's various programs. A subset of participants is defined as any sort of the participant database by any of the data elements on the enrollment form. The purpose of this data match will be to determine the extent to which the Contractor is maintaining its data base of Mental Health Safety Net participants and to assist the State in other audit processes as required by other State programs.
- A.11.2.3.1 The Contractor agrees to send data to the State with a FTP-to-FTP Server Connection via a site-to-site Virtual Private Network (VPN) tunnel or other secure means approved by the State. Failure by the Contractor to submit records, and in the proper format, within five (5) calendar days of the request from the State, shall result in a penalty as described in the Performance Guarantees outlined in Attachment B. Results of this match will be communicated to the Contractor, including any requirements – and associated timeframes – for updating their eligibility status in CoverRx.

A.12 CUSTOMER AND ADMINISTRATIVE SERVICES

- A.12.1 The Contractor shall maintain a full service staff to respond to inquiries, correspondence, complaints, and problems, and to assist with participant and provider education. The Contractor shall answer, in writing, within ten (10) business days ninety percent (90%) of all written inquiries from participants and providers concerning requested information, including the status of assistance available through the CoverRx program, clarifications and revisions.
- A.12.2 The Contractor, upon request by the State, shall review and comment on proposed revisions to the CoverRx assistance. When so requested, the Contractor shall comment in regard to:
- Industry practices; and
 - The overall cost impact to the program; and
 - Any cost impact to the Contractor's fee; and
 - Impact upon utilization management performance standards; and
 - Necessary changes in the Contractor's reporting requirements; and
 - System changes.
- A.12.3 The Contractor shall provide an appeal process submitted to the State for review and approval twenty-one (21) days prior to implementation of the CoverRx program. Within thirty (30) days of contract award, the Contractor shall provide to the State two (2) written copies describing in detail the Contractor's appeal process. The State shall review and approve the policies and procedures. The Contractor shall maintain an appeal process, by which participants and providers may appeal claims adjudication and eligibility determination.
- A.12.4 The Contractor shall respond to all inquiries in writing from the Division of Insurance Administration within one (1) week after receipt of said inquiry. In cases where additional information to answer the State's inquiry is required, the Contractor shall notify the State immediately as to when the response can be furnished to the State.

A.12.5 The Contractor shall maintain statewide, toll-free phone lines operated by qualified specialists and for the exclusive purpose of participant and provider inquiries. These phone lines shall be operated in accordance with details provided in the Contractor's proposal, and perform consistent with the Performance Guarantees in Contract Attachment B.

A.12.5.1 At a minimum, the Contractor will make available Spanish-language staff and will make appropriate accommodation for participants who have limited English proficiency (LEP) and those who are deaf, hard of hearing or speech disabled. Individuals who do not speak English as their primary language and who have a limited ability to read, speak, write or understand English may have limited English proficiency. Appropriate language assistance includes, but is not limited to, translation of documents, contract staff interpreters, contract interpreters from within the community and a telephone interpreter service.

A.12.5.2 The Contractor shall track calls and maintain data so as to be able to provide the following management reports containing, at a minimum, the following information:

- a. number of calls received
- b. number of calls abandoned
- c. number of calls answered
- d. average speed to answer a call
- e. average caller queue time
- f. average call duration

A.12.5.3 The Contractor will refer ineligible callers (those callers who are not eligible for CoverRx, as determined by the Contractor, to the Cover Tennessee Hotline (1-888-COVERTN) at no additional cost to the State.

A.12.6 The Contractor shall meet with representatives of the State periodically, but no less than quarterly, to discuss any problems and/or progress on matters outlined by the State. The Contractor shall have in attendance, when requested by the State, the Program Coordinator and representatives from its organizational units required to respond to topics indicated by the State's agenda. The Contractor shall provide information to the State concerning its efforts to develop cost containment mechanisms and improve administrative activities, as well as trends in the provision of pharmacy assistance services. The Contractor shall provide advice, assistance and information to the State regarding applicable existing and proposed Federal and State laws and regulations affecting pharmacy provider entities.

A.12.7 The Contractor shall, in consultation with and following approval by the State, print and distribute all services descriptive booklets, identification cards, provider network directories, letters and administrative forms pertaining to or sent to the State's participants. All participant materials shall be distributed in accordance with the Performance Guarantees contained in Contract Attachment B.

The contractor must have any of the above communications materials approved by the State before release. The cost of printing and distributing enrollment forms, descriptive booklets, identification cards, and administrative forms and manuals shall be the responsibility of the Contractor.

A.12.7.1 The Contractor shall maintain dedicated CoverRx internet pages that shall provide up to date information.

A.12.7.2 The Contractor shall issue a participant their enrollment card within one (1) week of determining their eligibility.

A.12.7.3 The Contractor will provide up to one (1) replacement card within one twelve (12) month period at the request of the participant for no additional charge. The cost to the State for additional cards mailed to participants shall not exceed one (\$1.00) dollar per card.

A.12.7.4 In the event that either a participant's enrollment card or mail order drugs are returned, the Contractor shall make three (3) attempts to contact participant and (or) provider using information included on the participant's application form or prescription.

A.12.8 The Contractor shall provide advice and assistance with regard to questions regarding effective dates, assistance levels, and cessation of services as requested by the State, individual participants, and providers.

A.12.9 The Contractor shall not modify the CoverRx Formulary or services provided to participants during the term of this contract without the consent of the State.

A.13 Claims Processing

A.13.1 Upon request by the State, the Contractor shall develop or modify its pharmacy administration system to reflect approved CoverRx pharmacy program revisions (new, changed, or cancelled) within 30 days of notification by the State. Should said pharmacy program amendment(s) not be effective within 30 days, the Contractor shall have until the effective date of the amendment to modify its pharmacy program administration system.

A.13.2 The Contractor shall ensure that the majority of all claims will be paperless for the participants. Providers will have the responsibility through their contract with the Contractor to submit claims directly to the Contractor.

A.13.3 The Contractor shall ensure that the electronic data processing (EDP) environment (hardware and software), data security, and internal controls meet all present standards, and will meet all future standards, required by the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191. Said standards shall include but not limited to the requirements specified under each of the following HIPAA subsections:

- Electronic Transactions and Code Sets
- Privacy
- Security
- National Provider Identifier
- National Employer Identifier
- National Individual Identifier
- Claims attachments
- National Health Plan Identifier
- Enforcement

A.13.4 To maintain the privacy of personal health information, the Contractor shall provide to the State a method of securing email for daily communications between the State and the Contractor.

A.13.5 The Contractor shall maintain an EDP and electronic data interface (EDI) environment that meets the contract requirements and meets the privacy and security requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996. The Contractor must have a disaster recovery plan for restoring the application software and current master files and for hardware backup if the production systems are destroyed.

A.13.6 The Contractor shall verify eligibility of each participant as claims are submitted, on the basis of the eligibility determinations made by the Contractor, which apply to the period during which the charges were incurred. The Contractor shall process said claims, in an accurate manner, either filed directly by participants and/or the provider(s), in accordance with the Performance Guarantees contained in Contract Attachment B.

A.13.7 To ensure the efficient and timely processing of claims and the adequate capture of data, the Contractor shall provide participants with identification cards. Identification cards shall contain unique identifiers for each participant; such identifier shall NOT be the participant's Federal Social Security Number. The cost of these items shall be borne by the Contractor. The State reserves the authority to review any claim forms and identification cards prior to issuance for use. Contractor shall update enrollment and shall mail participant I.D. cards no later than one (1) week from receipt of the new enrollment or change in enrollment.

A.13.8 The Contractor shall notify the State within thirty (30) days of a retroactive termination of all claims paid on behalf of the affected plan participant during the period covering the retroactivity. The State will require the Contractor to assist the State in the recovery of claims.

A.13.9 Upon conclusion of this contract, or in the event of its termination or cancellation for any reason, the Contractor shall be responsible for the processing of all claims incurred for CoverRx rendered during the period of this contract with no additional administrative cost to the State and according to the pharmaceutical price quoted for the year in which the pharmacy expense was incurred. The claims run out period shall extend through the final day of the thirteenth (13th) month following contract termination.

A.14 **Audit and Fraud Investigation**

A.14.1 The Contractor shall assist the State in identifying fraud and perform fraud investigations of participants and providers, in consultation with the State, for the purpose of recovery of overpayments due to fraud. Reviews must include all possible actions necessary to locate and investigate cases of potential, suspected, or known fraud and abuse. In the event the Contractor discovers evidence that an unusual transaction has occurred that merits further investigation, the Contractor shall simultaneously inform the Division of Insurance Administration and the Division of State Audit, in the Office of the Comptroller of the Treasury. The State will review the information and inform the Contractor whether it wishes the Contractor to:

- discontinue further investigation if there is insufficient justification; or
- continue the investigation and report back to the Division of Insurance Administration and the Division of State Audit; or
- continue the investigation with the assistance of the Division of State Audit; or
- discontinue the investigation and turn the Contractor's findings over to the Division of State Audit for its investigation.

A.14.2 The Contractor shall allow for periodic audits to be performed by the State of Tennessee's Division of State Audit, Office of the Comptroller of the Treasury, or other qualified entity(ies) designated by the State. For the purpose of this requirement, the Contractor shall include its parent organization, affiliates, subsidiaries, and subcontractors. The selected auditor shall be qualified to conduct such audits and shall not present any conflict of interest with the Contractor that would compromise any Contractor proprietary information. The Contractor shall provide the auditor access to all information necessary to perform the examination, and the State will work with the Contractor in defining the scope of the audit, requirements and time frame for conducting the audit. The State shall provide reasonable notice to Contractor of not less than 30 days. Contractor agrees to be fully prepared for any on-site audit on the mutually agreed upon date. To the extent allowed by applicable law, the State agrees that persons or organizations conducting audits of the Contractor shall be prohibited from disclosing confidential participant information reasonably designated as such by the Contractor.

For the purpose of conducting these audits, the Contractor agrees to the following:

A.14.2.1 Audits may be conducted by the State to ensure that all discounts, and special pricing considerations have accrued to the State and pharmacy assistance participants and that all costs incurred are in accordance with the contract terms.

A.14.2.2 Audits may commence at any time within the three (3) year period following the period being audited. However, the State will not request an audit for the same purpose more than two (2) times in any one (1) contract year.

A.14.2.3 State shall not be required to pay for any Contractor data, reporting, time, expenses or other related costs incurred by Contractor for the preparation of, or participation in, such audits.

A.14.2.4 The Contractor shall not restrict the State audit sample size or sample selection methodology. The State retains the right to select a random sampling process, whereby a statistically valid sample of transactions completed during the audit period are analyzed, or an electronic audit process, whereby one hundred percent of transactions completed during the audit period are analyzed. In the event that the random sampling process is selected, audit results/error rates may be extrapolated for purposes of financial penalties and/or recoveries in accordance with generally accepted auditing principles. For any audit performed for purposes other than performance guarantee validation, State retains the right to choose the sampling method.

A.14.2.5 Such audits are permissible and required pursuant to the Sarbanes-Oxley Act of 2002; the American Institute of Certified Public Accounts standards; the Health Insurance Portability and Accountability Act of 1996 (HIPAA); and the fiduciary obligations of the State. Accordingly, the Contractor shall not restrict State access to Protected Health Information (PHI) as that term is defined in HIPAA, provided the appropriate Business Associate Agreement and confidentiality agreements are in place and all applicable federal and state laws are followed.

A.14.2.6 If requested, the Contractor agrees to provide all of the following in anticipation of any audit:

A.14.2.6.1 Requested claim and/or eligibility data must be provided in Microsoft Access format and include a complete data dictionary/manual defining the codes or other nomenclature used therein. Prescription drug claims data must be provided in NCPDP format version 2.0 or higher.

A.14.2.6.2 A questionnaire provided to the Contractor by the State to be completed and returned at least two weeks before commencement of any on-site audit. The Contractor shall not unduly restrict the size or scope of such questionnaire. A current SAS-70 report may be provided to supplement the questionnaire.

A.14.2.6.3 Provide complete on-line computer system access to eligibility information, which will allow the auditors to verify eligibility, cost center and claim allocation division codes, and participant effective and termination dates.

A.14.2.6.4 Complete on-line computer access to auditing/inquiry mode of the automated system and full-time use of a computer terminal for each auditor that will allow for complete re-adjudication of any claim.

A.14.2.6.5 Access to network provider fee schedules, pricing modules, rebundling software, utilization review notes, contracts and any internal policies or procedures as they relate to the payment structure and managed care administration provisions of the State's CoverRx program.

A.14.2.6.6 Access to detailed plan descriptions and internal administrative guidelines, manuals, etc., relating to both State and general administrative claim procedures.

A.15 CLAIMS PAYMENT AND RECONCILIATION PROCESS

A.15.1 All payments for pharmacy claims will be made through the Contractor's system. For the payment of all claims under this contract, the Contractor shall issue payments in the form of checks and/or Automated Clearing House (ACH) electronic funds transfer against the Contractor's own bank account. Unless otherwise mutually agreed to in writing by the parties, the check mailing/delivery process, including the location and timing for the printing and mailing of the checks shall be in the manner described in the Contractor's Proposal. The Contractor shall maintain security and quality controls over the design, printing and mailing of checks, as well as any fraud prevention feature of check stock in the manner described in the Contractor's Proposal.

A.15.2 Overpayments resulting from the negligent, reckless, or willful acts or omissions of the Contractor, its officers, agents or employees shall be the responsibility of the Contractor, regardless of whether or not such overpayments can be recovered by the Contractor. The Contractor shall repay the State the amount of any such overpayment within thirty (30) calendar days of discovery of the overpayment. Overpayments due to provider fraud or fraud of any other type, other than fraud by employees or agents of the Contractor, will not be subject to the repayment requirement of this Section. The Contractor agrees to assist in identifying fraud and make reasonable efforts, in consultation with the State, to recover overpayments due to fraud. The State will not hold the Contractor responsible for overpayments caused by the State's errors or errors caused by any other agency or department of the State of Tennessee; however, the Contractor shall assist the State in recovery of such overpayments. The requirement that the Contractor assist the State in identifying or recovering overpayments as provided in this Section does not require the Contractor to become a party to any legal proceeding as a result thereof.

A.15.3 The Contractor shall pay claims accurately and timely, as outlined in the Performance Guarantees, contained in Contract Attachment B.

A.16 DATA AND SPECIFIC REPORTING REQUIREMENTS - The Contractor shall:

A.16.1 Maintain a duplicate set of all records relating to the pharmacy payments in electronic medium, usable by the State and Contractor for the purpose of disaster recovery. Such duplicate records are to be stored at a secure fire, flood, and theft-protected facility located away from the storage location of the originals. The duplicate data processing records shall be updated, at a minimum, on a daily basis and retained for a period of 60 days from the date of creation. The Contractor agrees that no data regarding the CoverRx program will be sold or that any revenue will be generated to the Contractor through the sale of data from the CoverRx program.

A.16.2 Reconcile, within ten (10) working days of receipt, payment information provided by the State. Upon identification of any discrepancies, the Contractor shall immediately advise the State.

A.16.3 Annually, on the Contract start date, provide the State with a GeoNetworks® report showing service and geographic access (see Contract Attachment B: Performance Guarantee # 8). The State shall review the network structure and shall inform the Contractor in writing of any deficiencies the State considers to deny reasonable access to medications. The State and Contractor shall then mutually develop a plan of action to correct said deficiencies within sixty (60) days.

A.17 MANAGEMENT REPORTS

The Contractor shall submit Management Reports in a mutually agreeable electronic format (MSWord, MSEXcel, etc.), of the type, at the frequency, and containing the detail described in Contract Attachment C. Reporting shall continue for the twelve (12) month period following termination of the contract.

A.18 SERVICES PROVIDED BY THE STATE

A.18.1 The State will provide a Project Manager from the Department of Finance and Administration, the Division of Insurance Administration. The State Project Manager will be responsible for ensuring that the project is in compliance with the contract and satisfies the requirements of the contract. The State's Project Manager will consult with the Contractor's Project Coordinator on a regular basis. The Project Manager from the State will provide expertise, assistance, and technical leadership in all matters such as policy, organization and staff, environment, data, information processing, and will serve as the coordinator with the Departments of Health and Mental Health and Developmental Disabilities.

A.18.2 Within one (1) week of contract approval, the Division of Insurance Administration will conduct a project kick-off meeting to provide an overview of the CoverRx program, emphasizing auto-enrollment processes, pharmacy claims processing and adjudication, payment processes and reporting requirements.

A.18.3 The State shall provide enrollment records for those individuals enrolled in the State's Mental Health Safety Net program as of the date of contract award. These records shall include the data elements outlined in Contract Attachment F. The Contractor's computer system shall be compatible or have the capability to utilize the enrollment information provided by the State, in the State's proprietary transaction formats. The Contractor, at its expense, will provide and maintain the necessary software, phone lines, modems, CRT's and other equipment required for this purpose.

A.18.4 The State shall be responsible for authorizing participant access to the CoverRx restricted formulary and notifying the contractor of those participants who qualify.

A.18.5 The State shall fund applicable accounts from which the Contractor will make claims payments during the term of the contract, and for the thirteen (13) months following its termination, for pharmacy assistance services delivered within the term of the contract.

B CONTRACT TERM

- B.1 This Contract shall be effective for the period commencing on November 15, 2006 and ending on December 31, 2009. The State shall have no obligation for services rendered by the Contractor, which are not performed within the specified period.

C PAYMENT TERMS AND CONDITIONS

- C.1 Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Forty-Four million dollars (\$44,000,000). The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2 Compensation Firm. The Maximum Liability of the State under this Contract is firm for the duration of the Contract and are not subject to escalation for any reason unless amended. The Contractor shall submit **weekly** invoices, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Such invoices shall be submitted for administrative pharmacy services for the amount stipulated. The State shall compensate the Contractor **weekly** for all services outlined in this contract.

- C.3 Payment Methodology. The Contractor shall be compensated based on the Service Rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory completion of units of service or project milestones defined in Section A. The Contractor shall be compensated based upon the following Service Rates:

<u>SERVICE UNIT/MILESTONE</u>	<u>YEAR 1 AMOUNT</u>	<u>YEAR 2 AMOUNT</u>	<u>YEAR 3 AMOUNT</u>
Per claim Administrative fee	\$2.99	\$2.99	\$2.99
Claims Reimbursement:			
Retail Drug Costs			
Brand discount and dispensing fee	An average AWP-15.84% plus an average \$1.95 dispensing fee	An average AWP-16.09% plus an average \$1.95 dispensing fee	An average AWP-16.34% plus an average \$1.95 dispensing fee
Generic discount and dispensing fee	An average AWP-24% plus an average \$1.95 dispensing fee	An average AWP-24% plus an average \$1.95 dispensing fee	An average AWP-24% plus an average \$1.95 dispensing fee
MAC dispensing fee	An average of \$1.95 dispensing fee	An average of \$1.95 dispensing fee	An average of \$1.95 dispensing fee
MAC pricing per formulary drug	See Attachment H for individual drug payment rates	See Attachment H for individual drug payment rates	See Attachment H for individual drug payment rates
Mail Order Drug Costs			
Brand discount and dispensing fee	AWP-24% plus \$0.00 dispensing fee	AWP-24% plus \$0.00 dispensing fee	AWP-24% plus \$0.00 dispensing fee
Generic discount and dispensing fee	AWP-24% plus \$0.00 dispensing fee	AWP-24% plus \$0.00 dispensing fee	AWP-24% plus \$0.00 dispensing fee

(for drugs without MAC pricing)			
MAC dispensing fee	\$0.00	\$0.00	\$0.00
MAC pricing per formulary drug	See Attachment H for individual drug payment rates	See Attachment H for individual drug payment rates	See Attachment H for individual drug payment rates

Changes to the methodology used to calculate drug prices shall be allowed by the State when necessary; however, any new methodology for calculation must result in drug costs which are equal to or less than the drug costs which are calculated using the above rates. The State shall not be liable for increases in drug costs due to revised calculations.

The MAC pricing per individual formulary drug payment rates for years one, two and three is included as Attachment H of this contract.

The State will allow claims which are calculated using a MAC price to adjust to market fluctuations by allowing an annual aggregate deviation of one percent (1%) from the proposed MAC pricing during year one of the contract, a deviation of three percent (3%) during year two of the contract, and a deviation of five percent (5%) during year three of the contract.

The Contractor shall submit **weekly** invoices, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Claims above five (5) per member per month (PMPM) (excluding insulin and diabetic supplies) and non formulary claims are excluded from the administrative fee. The administrative fee will be decreased by \$0.15 per claim if the number of claims above the five (5) PMPM prescription limit (excluding insulin and diabetic supplies) and non formulary claims are below 15% of total claims. The administrative fee will be decreased by \$0.30 per claim if the number of claims above the five (5) PMPM prescription limit (excluding insulin and diabetic supplies) and non formulary claims are below 10% of total claims. Claims above five (5) PMPM (excluding insulin and diabetic supplies) and non formulary claims will be measured quarterly. The Contractor shall issue a check to the State during the first month of the following quarter for any claims discounts realized during the previous quarter. If the number of claims above the five (5) PMPM prescription limit (excluding insulin and diabetic supplies) and non formulary claims exceeds 15% of total claims, the administrative fee will not exceed the Per Claim Administrative Fee listed in Section C.3 of the contract. This clause shall remain in effect after the contract term until all claims discounts due to the State have been paid by the Contractor to the State.

The average drug discounts and average dispensing fees paid by the State will be reconciled in the aggregate annually by the Contractor. The average annual discounts and average annual dispensing fees, as calculated in the required Drug Cost Reconciliation report, will be compared with the Contractor's guaranteed proposed discounts and dispensing fees in Section C.3 of the contract. If any of the actual annual average drug discounts are less than the discounts in Section C.3 of the contract and/or any of the actual annual average dispensing fees exceed the dispensing fees in Section C.3 of the contract, the Contractor will reimburse the State for the difference between the actual costs and the guaranteed costs.

- (a) State shall pay Contractor by Automated Clearing House (ACH) payment within five (5) business days from the date of State's receipt of the Contractor's invoice (the "Due Date") for completed work. If payment is not received by Contractor within seven (7) days of the Due Date, or by such other date as has been mutually agreed to by the parties, Contractor may suspend further performance under this Contract until payment is received or mutually agreeable arrangements are made. In the event the State fails to pay on or before a Due Date, or such other date as mutually agreed to, three times during the term of this Contract, the Contractor may terminate this Contract.
- (b) The State and Contractor agree to negotiate and make good faith efforts to expeditiously resolve any disputes regarding fees.
- (c) The Contractor and State acknowledge the statutory provisions of the Prompt Pay Act of 1985, as set forth in Tennessee Code Ann. 12-4-701, et.seq.

- C.4 Performance Guarantees. The Contractor agrees to be bound by the provisions contained in Contract Attachment B, Performance Guarantees, and to pay amounts due upon notification of Contractor non-compliance by the State.
- C.5 Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.
- C.6 Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.
- C.7 Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this contract, not to constitute proper remuneration for compensable services.
- C.8 Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9 Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.

D STANDARD TERMS AND CONDITIONS

- D.1 Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- D.2 Modification and Amendment: This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3 Termination for Convenience. The Contract may be terminated by either party by giving written notice to the other, provided that the State shall give said notice to the Contractor at least Ninety (90) days before the effective date of termination, and the Contractor shall give said notice to the State at least Two Hundred and Seventy (270) days before the effective date of termination. Should the State exercise this provision, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Should the Contractor exercise this provision, the State shall have no liability to the Contractor except for those units of service which can be effectively used by the State. The final decision as to what these units of service are, shall be determined by the State. In the event of disagreement, the Contractor may file a claim with the Tennessee Claims Commission in order to seek redress.
- D.4 Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. The State shall provide Contractor with an opportunity to cure any defect in performance that would justify termination for cause under this section except as otherwise provided in this section. Within ten business days of receipt of a notice of reasons for a termination for cause, Contractor must either cure the problem or, if this is not possible, notify the State in writing of the time by which the cure will be completed as long as this will not exceed 60 days. The Contractor's right to cure shall not apply

- to circumstances in which the Contractor intentionally withholds its services or otherwise refuses to perform,
- to situations where there have been repeated problems reported to the Contractor with respect to identical or similar issues,
- if the State determines that the delay of termination presents a risk to the health or safety of citizens of the State of Tennessee receiving services affected by this contract, or
- if the violation of the term of the contract is by its nature incapable of cure.

Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.

- D.5 Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest" and "Nondiscrimination" (sections D.6. and D.7.). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6 Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7 Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8 Records. The Contractor shall maintain documentation for all charges against the State under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.9 Monitoring. The Contractor's activities conducted and records maintained, pursuant to this Contract, shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.10 Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.11 Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.12 Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship, or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party, for any purpose whatsoever.

The Contractor, being an independent contractor, and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and

other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.

- D.13 State Liability. The State shall have no liability except as specifically provided in this contract. The Contractor will not be liable to the State for any losses or damages caused entirely by the acts or negligence of the State and without any misconduct or negligence on the part of the Contractor.
- D.14 Force Majeure. The obligations of the parties to this contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.15 State and Federal Compliance. The Contractor shall comply with all applicable State and Federal Laws and regulations in the performance of this contract.
- D.16 Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.17 Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.18 Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.19 Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E SPECIAL TERMS AND CONDITIONS

- E.1 Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2 Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

The State:

Marlene Alvarez, RFP Coordinator
Tennessee Department of Finance & Administration
Division of Insurance Administration
312 Eighth Ave. North, 26th Floor WRS Tennessee Tower
Nashville, TN 37243-0295

Phone: 615-253-8358
Fax: 615-253-8556
Email: marlene.alvarez@state.tn.us

The Contractor:

Express Scripts, Inc.
Attn: George Paz, President
13900 Riverport Drive
Maryland Heights, Missouri 63043

Phone (Office): 314-702-7548
Phone (Fax): 314-770-1581
Email: @express-scripts.com

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three

(3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is verbally confirmed by the sender if prior to 4:30 p.m. CST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

E.3 Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E.4 Breach. A party shall be deemed to have breached the Contract if any of the following occurs:

- failure to perform in accordance with any term or provision of the Contract;
- failure to complete any term or provision of the Contract;
- any act prohibited or restricted by the Contract, or
- violation of any warranty.

For purposes of this contract, these items shall hereinafter be referred to as a "Breach."

a. Contractor Breach— The State shall notify Contractor in writing of a Breach.

- (1) In event of a Breach by Contractor, the state shall have available the remedy of Actual Damages and any other remedy available at law or equity.
- (2) Liquidated Damages (hereafter referenced as "Performance Guarantee Assessments", as contained in Contract Attachment B, Performance Guarantees) — In the event of a Breach, the State may assess Performance Guarantee Assessments. The State shall notify the Contractor of amounts to be assessed. The parties agree that due to the complicated nature of the Contractor's obligations under this Contract it would be difficult to specifically designate a monetary amount for a Breach by Contractor as said amounts are likely to be uncertain and not easily proven. Contractor hereby represents and covenants it has carefully reviewed the Performance Guarantee Assessments contained in Attachment B, and agree that said amounts represent a reasonable relationship between the amount and what might reasonably be expected in the event of Breach, and are a reasonable estimate of the damages that would occur from a Breach. It is hereby agreed between the parties that the Performance Guarantee Assessments represent solely the damages and injuries sustained by the State in losing the benefit of the bargain with Contractor and do not include any injury or damage sustained by a third party. The Contractor agrees that the Performance Guarantee Assessment amounts are in addition to any amounts Contractor may owe the State pursuant to the indemnity provision or other section of this Contract.

The State may continue to assess Performance Guarantee Assessments or a portion thereof until the Contractor cures the Breach, the State exercises its option to declare a Partial Default, or the State terminates the Contract. The State is not obligated to assess Performance Guarantee Assessments before availing itself of any other remedy. The State may choose to discontinue Performance Guarantee Assessments and avail itself of any other remedy available under this Contract or at law or equity; provided, however, Contractor shall receive a credit for said Performance Guarantee Assessments previously assessed except in the event of a Partial Default.

- (3) Partial Default— In the event of a Breach, the State may declare a Partial Default. In which case, the State shall provide the Contractor written notice of: (1) the date which Contractor shall terminate providing the service associated with the Breach; and (2) the date the State will begin to provide the service associated with the Breach.

Notwithstanding the foregoing, the State may revise the time periods contained in the notice written to the Contractor.

In the event the State declares a Partial Default, the State may withhold, together with any other damages associated with the Breach, from the amounts due the Contractor the greater of: (1) amounts which would be paid the Contractor to provide the defaulted service; or (2) the cost to the State of providing the defaulted service, whether said service is provided by the State or a third party. To determine the amount the Contractor is being paid for any particular service, the Department shall be entitled to receive within five (5) days any requested material from Contractor. The State shall make the final and binding determination of said amount.

The State may assess Performance Guarantee amounts, as applicable, against the Contractor for any failure to perform which ultimately results in a Partial Default with said Performance Guarantee amounts to cease when said Partial Default is effective. Upon Partial Default, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount. Contractor agrees to cooperate fully with the State in the event a Partial Default is taken.

- (4) **Contract Termination**— In the event of a Breach, the State may terminate the Contract immediately or in stages. The Contractor shall be notified of the termination in writing by the State. Said notice shall hereinafter be referred to as Termination Notice. The Termination Notice may specify either that the termination is to be effective immediately, on a date certain in the future, or that the Contractor shall cease operations under this Contract in stages. In the event of a termination, the State may withhold any amounts which may be due Contractor without waiver of any other remedy or damages available to the State at law or at equity. The Contractor shall be liable to the State for any and all damages incurred by the State and any and all expenses incurred by the State which exceed the amount the State would have paid Contractor under this Contract. Contractor agrees to cooperate with the State in the event of a Contract Termination or Partial Takeover.

- b. **State Breach**— In the event of a Breach of contract by the State, the Contractor shall notify the State in writing within 30 days of any Breach of contract by the State. Said notice shall contain a description of the Breach. Failure by the Contractor to provide said written notice shall operate as an absolute waiver by the Contractor of the State's Breach. In no event shall any Breach on the part of the State excuse the Contractor from full performance under this Contract. In the event of Breach by the State, the Contractor may avail itself of any remedy at law in the forum with appropriate jurisdiction; provided, however, failure by the Contractor to give the State written notice and opportunity to cure as described herein operates as a waiver of the State's Breach. Failure by the Contractor to file a claim before the appropriate forum in Tennessee with jurisdiction to hear such claim within one (1) year of the written notice of Breach shall operate as a waiver of said claim in its entirety. It is agreed by the parties this provision establishes a contractual period of limitations for any claim brought by the Contractor.

- E.5 **Partial Takeover**. The State may, at its convenience and without cause, exercise a partial takeover of any service which the Contractor is obligated to perform under this Contract, including but not limited to any service which is the subject of a subcontract between Contractor and a third party, although the Contractor is not in Breach (hereinafter referred to as "Partial Takeover"). Said Partial Takeover shall not be deemed a Breach of Contract by the State. Contractor shall be given at least 30 days prior written notice of said Partial Takeover with said notice to specify the area(s) of service the State will assume and the date of said assumption. Any Partial Takeover by the State shall not alter in any way Contractor's other obligations under this Contract. The State may withhold from amounts due the Contractor the amount the Contractor would have been paid to deliver the service as determined by the State. The amounts shall be withheld effective as of the date the State assumes the service. Upon Partial Takeover, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E.6 Incorporation of Additional Documents. Included in this Contract by reference are the following documents:

- a. The Contract document and its attachments
- b. All Clarifications and addenda made to the Contractor's Proposal
- c. The Request for Proposal and its associated amendments
- d. Technical Specifications provided to the Contractor
- e. The Contractor's Proposal

In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these documents shall govern in order of precedence detailed above

E.7 Confidentiality of Records. Strict standards of confidentiality of records shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law; state and federal rules and regulations, departmental policy and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy and ethical standards.

The Contractor will be deemed to have satisfied its obligations under this section by exercising the same level of care to preserve the confidentiality of the State's information as the Contractor exercises to protect its own confidential information so long as such standard of care does not violate the applicable provisions of the first paragraph of this section.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit the Contractor to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

E.8 HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.

- a. Contractor warrants to the State that it is familiar with the requirements of HIPAA and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this contract.
- b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of the Contract so that both parties will be in compliance with HIPAA.
- c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by HIPAA and that are reasonably necessary to keep the State and Contractor in compliance with HIPAA. This provision shall not apply if information received by the State under this Contract is NOT "protected health information" as defined by HIPAA, or if HIPAA permits the State to receive such information without entering into a business associate agreement or signing another such document.

E.9 Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established

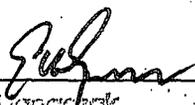
pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35, Part 3 accepts state employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.

E.10 Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it and its principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;
- b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or grant under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.

IN WITNESS WHEREOF:

EXPRESS SCRIPTS, INC.:



11-20-06

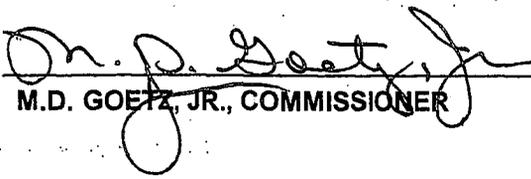
[REDACTED]

Ed Ignachak
Sr. Vice President
Sales & Account Management
Phone: 314-702-7169
Fax: 314-702-7055

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY

DEPARTMENT OF FINANCE AND ADMINISTRATION:



11-27-06

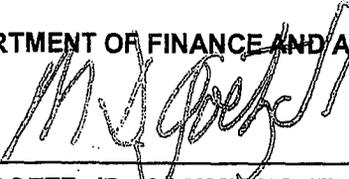
M.D. GOETZ, JR., COMMISSIONER

DATE



APPROVED:

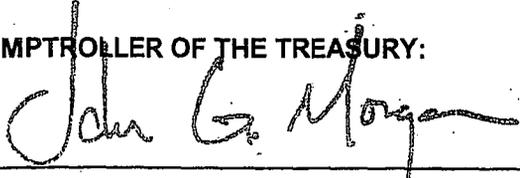
DEPARTMENT OF FINANCE AND ADMINISTRATION:



M. D. GOETZ, JR., COMMISSIONER

DATE

COMPTROLLER OF THE TREASURY:



12-14-00

JOHN G. MORGAN, COMPTROLLER OF THE TREASURY

DATE

**Attachment A
Program Design and Formulary**

1. Eligibility Criteria

- Between ages 19-64 (through 64)
- Household Income at or below 250% FPL
- U.S. citizen
- Six month TN resident
- No access to prescription drug coverage

2. Cost-Sharing

2.1 Participants will pay a Co-Pay at point of sale according to the sliding scale outlined in the table below:

Co-Pay Structure			
	Below FPL	FPL to 149% FPL	150% - 250% FPL
Generics	\$3	\$6	Lesser of \$10 or U & C
Brands	\$5	\$10	\$15
All other	Lesser of Discount, MAC or U & C		

2.2 It is the responsibility of the State to assist MHSN participants in applying for Pharmacy Assistance Programs (PAPs) to access the CoverRx restricted formulary. If the participant is denied access to required medications through the PAP then the participant may be eligible for the CoverRx restricted formulary.

3. Limits

- 3.1 Participants are subject to a five (5) prescription limit per month
 3.2 Insulin and diabetic supplies are excluded from the prescription limit

4. Formulary

® Indicates currently only available in Brand name.

CoverRx Unrestricted Formulary		
ANTIINFECTIVES	Quinolones	Antineoplastics
Antituberculosis Drugs	Ciprofloxacin	Tamoxifen
Isoniazid	Ofloxacin	Megestrol Acetate
Rifampin		
Ethambutol	Sulfonamides	Cardiovascular Medications
Pyrazinamide	Erythromycin w/ Sulfasoxazole	
Rifabutin	Sulfamethoxazole/Trimetho prim	ACE Inhibitors
Antivirals		Benazepril
Acyclovir	Tetracyclines	Fosinopril
Rimantadine	Doxycycline	Lisinopril
Amantadine	Minocycline	Quinapril
Cephalosporins	Tetracycline	Enalapril
Cefadroxil	Topical Antifungals	Captopril
Cefaclor	Clotrimazole	Combination Products
Cefpodoxime	Ketaconazole	Atenolol/Chlorthalidone
Cefuroxime	Nystatin	Benazepril/HCTZ

Cephalexin		Lisinopril/HCTZ
	Topical Antifungal – Corticosteroids	Enalapril/HCTZ
Macrolides	Clotrimazole / Betamethasone	Fosinopril/HCTZ Bisoprolol/HCTZ
Azithromycin	Nystatin / Triamcinolone	Metoprolol/HCTZ
Erythromycin		Antiarrhythmics
	Urinary Antiinfectives	Amiodarone
Oral Antifungals	Nitrofurantoin macrocrystals	Disopyramide Phosphate
Clotrimazole troche	Trimethoprim	Mexiletine
Fluconazole		Propafenone
Itraconazole	Other Antiinfectives	Quinidine Gluconate
Ketoconazole	Hydroxychloroquine sulfate	Sotalol
Nystatin	Mebendazole	Beta-Adrenergic Antagonist
Penicillins	Neomycin Sulfate	Atenolol
Amoxicillin / Clavulanate	Paromomycin Sulfate	Bisoprolol Fumarate
Amoxicillin	Quinine Sulfate	Metoprolol
Ampicillin	Metronidazole	Propranolol
Dicloxacillin		Nadolol
Penicillin V Potassium		Labetalol
Calcium Antagonist	Meters and Strips	Rheumatoid Arthritis
Diltiazem ER, XR	BG Meter	Methotrexate
Felodipine ER	Test Strips	
Nifedipine and ER		
Verapamil and ER/SR	Miscellaneous Diabetic Supplies	BLOOD MODIFIERS
	Lancets	Antiplatelet Drugs
Cardiac Glycoside	Lancet Device	Dipyridamole
Digoxin	Insulin Syringes	Ticlopidine
		Warfarin Sodium
Centrally Acting Antihypertensive	Thyroid Supplements	Blood Detoxicants
Clonidine	Levothyroxine	Lactulose
Diuretics		
Furosemide		Potassium Supplements
Chlorthalidone		
Hydrochlorothiazide	GASTROINTESTINAL MEDICATIONS	Potassium Chloride
Indapamide		
Metolazone		Therapeutic Vitamins and Minerals
Spironolactone		
Bumetanide	Antispasmodics	Calcitriol
Triamterene/HCTZ	Dicyclomine	Folic acid
HMG CoA Reductase Inhibitors	Hyoscyamine	
Lovastatin	Metoclopramide	Ophthalmic Medications
Simvastatin		
Hypolipoproteinemics	Proton Pump Inhibitors	Antibacterial Drugs
Gemfibrozil	Omeprazole	Bacitracin

		Ciprofloxacin
Nitrates	Other GI Drugs	Erythromycin
Isosorbide Dinitrate	Cimetidine	Gentomicin Sulfate
Isosorbide Mononitrate	Nizatidine	Ofloxacin
	Ranitidine	Sulfacetamide Sodium
Alpha Antagonist	Sulfasalazine	Polymixin B/Trimethoprim
Terazosin	Ursodiol	Tobramycin Sulfate
	Famotidine	Antiglaucoma drugs
ENDOCRINE MEDICATIONS	Non-Steroid Anti-Inflammatory Agents	Acetazolamide
Dexamethasone	Diclofenac Sodium	Brimonidine Tartrate
Methylprednisolone	Etodolac	Carteolol HCl
Prednisone	Fenoprofen	Levobunolol HCl
Prednisolone Sodium-Phosphate	Flurbiprofen	Pilocarpine
	Ibuprofen	Timolol Maleate
Insulins	Indomethacin	
Humulin® R, N, 70/30 or Novolin® R, N, 70/30	Ketoprofen	Corticosteroid drugs
	Ketorolac	Dexamethasone Sodium-Phosphate
Humalog® or NovoLog®	Nabumetone	Prednisone Acetate
Lantus®	Naproxen	Other Ophthalmic Drugs
	Piroxicam	Atropine Sulfate
Oral Hypoglycemics	Sulindac	Cyclopentolate HCl
Glipizide and ER/XL	Diflunisal	Homatropine HBr
Glyburide		
Metformin and Extended Release	Salsalate	Tropicamide
Obstetrical and Gynecological Medications	AUTONOMIC & CNS MEDICATIONS	ADHD
	Selective Serotonin Reuptake Inhibitors	Methylphenidate
Contraceptives	Citalopram	Methylphenidate ER
Apri	Fluoxetine	Amphetamine Salt Combo
Aranelle 28	Fluvoxamine	Dextroamphetamine
Aviane	Paroxetine	
Camila	Sertraline	
Cesia		
Cryselle	Other Antidepressants	Miscellaneous
Enpresse	Bupropion	Benzotropine
Errin	Bupropion SR	Anticonvulsants/Mood Stabilizers
Jolivette	Mirtazapine	Phenytoin
Junel, Fe	Trazodone	Carbamazepine
Kariva	Maprotiline	Gabapentin
Lessina	Nefazodone	Valproic Acid
Low-ogestrel		Lithium
Levora	Tricyclic Antidepressants	

Lutera	Amitriptyline	Methyl Xanthines
Microgestin, Fe	Desipramine	Theophylline, Anhydrous, ER
Mononessa	Nortriptyline	
Necon	Doxepin	Other Drugs for Asthma/COPD
Nora-be	Imipramine	Ipratropium Bromide
Nortrel	Amoxapine	Albuterol MDI and tablets
Ogestrel	Clomipramine	Terbutaline Sulfate
Portia		
Previfem	ANTIPSYCHOTIC MEDICATIONS	UROLOGICAL MEDICATIONS
Solia		
Sprintec	Typical	Anticholinergic/Antispasmodics
Trinessa	Haloperidol	Flavoxate
Tri-previfem	Fluphenazine	Oxybutnin HCl
Tri-sprintec	Chlorpromazine	
Trivora	Perphenazine	Other Genitourinary Products
Velivet	Thioridazine	Bethanechol Chloride
Zovia	Loxapine	Phenazopyridine HCl
Estrogen Drugs	Thiothixene	
Estradiol	Trifluoperazine	Anxiolytic
Estradiol transermal patch		Hydroxyzine Pamoate
Etropipate	Atypical	Buspiron
	Clozapine	
Prenatal Vitamins	Long Acting	
All RX	Haloperidol Decanoate	
	Fluphenazine Decanoate	
Progestin Drugs		
Medroxyprogesterone		

CoverRx Restricted Formulary

<i>Atypical</i>	<i>Anticonvulsants/Mood Stabilizers</i>	
Risperdal®	Depakote ER®	
Seroquel®	Depakote®	
Abilify®		
Zyprexa®		
Geodon®		
<i>Long Acting</i>		
Risperdal Consta®		

Attachment B Performance Guarantees

The Contractor shall pay to the State the indicated total dollar assessment upon notification by the State that an amount is due, through the term of the contract.

1. Mail Order Turnaround	
Guarantee See A.7.6	All completed and fillable mail order prescriptions must be dispensed and shipped with a maximum turnaround time no greater than forty-eight (48) hours.
Definition	Mail order turnaround is measured from the time a prescription or refill request is received by the mail order pharmacy to the time it leaves the mail order pharmacy and mailed to the participant. Completed and fillable prescriptions are those that require no intervention before they can be properly and/or accurately filled. (e.g. follow-up with participants or providers, for any reason)
Assessment	One thousand dollars (\$1,000) per month for each month the Contractor is five (5) full percentage points below one hundred percent (100%) compliance.
Compliance report	The Compliance Report is the quarterly internal audit performed by the Contractor on a statistically valid sample. The Contractor shall measure and report results quarterly. Performance will be reconciled annually.
2. Eligibility and Enrollment	
Guarantee See A.11.1.5	For no less than ninety-five percent (95%) of new participants, a determination of eligibility will be made within five (5) working days of receipt of a completed application.
Definition	Determination of eligibility is defined as assessing whether or not an individual applicant meets the State's eligibility criteria for participation in CoverRx. A completed application is defined as one in which the applicant has provided the required data fields and supporting documentation.
Assessment	One thousand (\$1,000) dollars per month for every month out of compliance.
Compliance Report	The Compliance Report is the quarterly internal audit performed by the Contractor on a statistically valid sample of new participants. The Contractor shall measure and report results quarterly. Performance will be reconciled annually.
Guarantee See A.11.1.7	Annual verification of participant eligibility, for no less than ninety-five percent (95%) of participants, shall occur within thirty (30) days of each participant's anniversary date.
Definition	Verification of participant eligibility is defined as assessing whether or not an individual applicant continues to meet the State's eligibility criteria for participation in CoverRx based on updated participant information that has been submitted by the participant to the Contractor.
Assessment	One thousand dollars (\$1,000) per month for every month out of compliance.
Compliance Report	The Compliance Report is the quarterly internal audit performed by the Contractor on a statistically valid sample. The Contractor shall measure and report results quarterly. Performance will be reconciled annually.
Guarantee See A.11.2.2.1	The contractor will: 1. Systematically compare, via computer programs, the State's file of Mental Health Safety Net Participants within five (5) working days of receipt of the file from the State, and; 2. Resolve all mismatches identified by the reconciliation processing of the file within ten (10) working days of receipt of the files from the State.
Definition	Guarantee #1 is defined as the demonstrated actual processing and updating of the Contractor's data based on the State's auto enrollment file records. Guarantee #2 is defined as the demonstrated correction of "mismatches" identified in the State's auto enrollment file records. "Mismatches" are defined as any difference of values between the State's and the Contractor's database.
Assessment	For Guarantee 1 and 2, both separately and individually, the Contractor will be assessed one hundred dollars (\$100.00) per day for the first (1 st) and second (2 nd) working days out of compliance; five hundred dollars (\$500.00) per working day thereafter.
Compliance Report	Compliance will be reported via the Contractor's submission of the <i>Auto Enrollment Update Report</i> within twelve (12) working days of the receipt of the files.
Guarantee	The Contractor shall submit to the State its full file of participants or a subset of participants within five (5) calendar days of the request of the State.
Definition	Guarantee is defined as the State's receipt of a complete participant file in the requested format.

Assessment See A.11.2.3.1	The Contractor will be assessed a penalty of one hundred dollars (\$100.00) per day for the first (1 st) and second (2 nd) working days out of compliance; five hundred dollars (\$500.00) per working day thereafter.
Compliance report	Compliance will be reported via the Contractor's submission of the <i>Enrollment Update Report</i> within five (5) working days of the request of the State.
3. Claims Processing Accuracy	
Guarantee See A.15.6	The average quarterly processing accuracy will be ninety-five percent (95%) or higher.
Definition	Claims Processing Accuracy is defined as the absolute number of State participant claims with no processing or procedural errors, divided by the total number of State participant claims within the audit sample. <u>This excludes financial errors.</u>
Assessment	One thousand dollars (\$1000) for each two (2) full percentage points below ninety-five percent (95%), for each contracted quarter.
Compliance report	The Compliance Report is the quarterly internal audit performed by the Contractor on a statistically valid sample of claims. The Contractor shall measure and report results quarterly. Performance will be reconciled annually.
4. Claims Payment Accuracy	
Guarantee See A.15.6	The average quarterly financial accuracy for claims payments will be ninety-five percent (95%) or higher.
Definition	Claims Payment Accuracy is defined as the number of audited claims paid correctly divided by the total number of audited claims, expressed as a percentage.
Assessment	One thousand dollars (\$1000) for each full two (2) full percentage points below 95% for each contracted quarter.
Compliance report	The Compliance Report is the quarterly internal audit performed by the Contractor on a statistically valid sample of claims. The Contractor shall measure and report results quarterly. Performance will be reconciled annually.
5. Claims Turnaround Time	
Guarantee See A.15.6	The average quarterly claims payment turnaround time will not be greater than the following: For the first ninety (90) days from program implementation: <ul style="list-style-type: none"> • Thirty (30) calendar days for ninety percent (90%) of non-investigated (clean) claims; and • Forty-five (45) calendar days for ninety-six (96%) of all claims Thereafter: <ul style="list-style-type: none"> • Fourteen (14) calendar days for ninety percent (90%) of non-investigated (clean) claims; and • Thirty (30) calendar days for ninety-six (96%) of all claims
Definition	Claims Turnaround Time is measured from the date the claim is received in the office to the date processed, including weekends and holidays.
Assessment	Non-Investigated Claims (clean): One thousand dollars \$1000 for each full percentage point below the required minimum standard of ninety percent (90%) within the respective time frame. Quarterly Guarantee. All Claims: One thousand dollars (\$1000) for each full percentage point below the required minimum standard of ninety-six percent (96%) within the respective time frame. Quarterly Guarantee.
Compliance report	The Compliance Report is the quarterly internal audit performed by the Contractor on a statistically valid sample of claims. The Contractor shall measure and report results quarterly. Performance will be reconciled annually.
6. Telephone Response Time	
Guarantee See A.12.5	Ninety-five percent (95%) of incoming participant services calls will be answered by a participant services representative in thirty (30) seconds or less and will not be in queue for more than two (2) minutes.
Definition	Telephone Response Time is defined as the amount of time elapsing between the time a call is received into the phone system and when a live participant services representative answers the phone.
Assessment	One hundred dollars (\$100) for each three (3) second increments over the thirty (30) second benchmark. Quarterly guarantee.
Compliance report	The Compliance Report is the Contractor's internal telephone support system reports. Performance will be measured quarterly; reported and reconciled annually.

7. Participant Communication Materials		
Guarantee See A.12.7	<p>1. Participant identification cards, descriptive booklets, and provider directories will be distributed to no less than ninety-five percent (95%) of new participants within one (1) week of enrollment. Performance will be based on an annual average.</p> <p>2. Participant identification cards, descriptive booklets, and provider directories will be distributed to no less than ninety-five percent (95%) of persons auto-enrolled through the Mental Health Safety Net program three (3) weeks prior to program implementation.</p>	
Definition	Participant Communication Materials are any written materials developed and/or distributed by the Contractor which can be used by the participant to access, understand, clarify or make decisions concerning CoverRx.	
Assessment	For Guarantee 1 and 2, both separately and individually, \$2,000 per year in which the standard is not met.	
Compliance report	The Compliance Report is the quarterly internal audit performed by the Contractor on a statistically valid sample. The Contractor shall measure and report results quarterly. Performance will be reconciled annually.	
8. Provider/Facility Network Accessibility		
Guarantee See A.8.1 & A.16.3	As measured by the GeoNetworks [®] Provider & Facility Network Accessibility Analysis, the Contractor's provider and facility network will assure that within 90 days of program implementation, 95% of all participants will have the Access Standard indicated.	
Definition	Provider Group	Access Standard
	Dispensing Pharmacy Provider	1 retail pharmacy within 30 miles
Assessment	Five hundred dollars (\$500) for each week beyond the first 90 days program implementation that the above listed standard is not met.	
Compliance report	Compliance reports are the preliminary 90-day and, thereafter, the annual GeoNetworks Analysis submitted by Contractor. The Annual guarantee is Measured, reported and reconciled annually due on the contract start date.	
9. Program Implementation		
Guarantee See A.1	The CoverRx program will be operational no later than January 1, 2007.	
Definition	Operational is defined as the ability to enroll participants, accept and process POS claims, accept and process mail order prescriptions accurately, and provide all other services outlined in the contract.	
Assessment	Five hundred dollars (\$500) for every day beyond the target date that the program is not operational.	
Compliance report	Compliance will be measured by the State's acceptance of the system as operational.	

**Attachment C
Management Reporting Requirements**

As required by Contract Section A.17, the Contractor shall submit Management Reports by which the State can assess the pharmacy assistance program's general activity and usage, as well as treatment and success tendencies. Reports shall be submitted electronically, and shall be of the type and at the frequency indicated below. Management Reports shall include:

1) **Performance Guarantee Compliance Report**, as detailed at Contract Attachment B (each component to be submitted at the frequency indicated), shall include:

- Status report narrative
- Detail report on each performance measure by appropriate time period

2) **Paid Claims Data by Quarter**, including 30 day run-out, and demonstrating Year-to-Date totals. All data should be broken out by Mental Health Safety Net participants and all other:

- Number of participant Months
- Total Paid participant Expenses
- Enrollment analysis, indicating

<ul style="list-style-type: none"> ○ Month 1, Month 2, Month 3 of the current quarter, and YTD, for: 	<ul style="list-style-type: none"> ▪ Number of Participants ▪ Number of Participants Using the Service ▪ Average Age of Participants ▪ Participants by ZIP code ▪ Participant by CMHA, if enrolled in MHSN
---	---

• **Prescription drug utilization, By Retail Formulary, Discount Card, Mail Order and Total**

<ul style="list-style-type: none"> ○ Number of Prescriptions per participant ○ Total Cost ○ Days Supply ○ Average Cost per participant per month 	
--	--

• **Drugs by Number of Claims, By Retail Formulary, Discount Card, Mail Order and Total**

<ul style="list-style-type: none"> ○ Drug Name ○ Therapeutic Class ○ Number of Prescriptions ○ Days Supply ○ Brand Name or Generic ○ Allowed Ingredient Change ○ Allowed Quantity ○ Cost per Unit 	
---	--

• **Drugs by Cost, By Retail Formulary, Discount Card, Mail Order and Total**

<ul style="list-style-type: none"> ○ Drug Name ○ Therapeutic Class ○ Number of Prescriptions ○ Days Supply ○ Brand Name or Generic ○ Allowed Ingredient Change ○ Allowed Quantity ○ Cost per Unit 	
---	--

3) **Quarterly Network Changes Update Report**, submitted electronically.

- 4) **Predictive Modeling Reports** should be submitted electronically and be broken out by Mental Health Safety Net participants and all others. Contractor will provide a twelve (12) month forecast on a monthly basis of CoverRx cost and utilization based on historical trends. This includes, at a minimum:
1. PMPM cost and utilization
 2. Drug usage trends
 3. Projected savings with suggested formulary changes
 4. Network adequacy

5) **Total Claims per quarter;**

Number of funded claims (claims up to 5 script limit PMPM and on formulary plus insulin products and diabetic supplies); and
Number of unfunded claims (claims over 5 script limit PMPM and non formulary claims).

6) **Drug Cost Reconciliation Report**

- Average drug discounts and average dispensing fees paid by the State in the aggregate annually, including:
 - Retail Brand drug discount
 - Retail Generic drug discount
 - Retail Brand dispensing fee
 - Retail Generic dispensing fee
 - Retail MAC dispensing fee

The average annual drug discounts will be calculated as: $[1 - (\text{total discounted AWP ingredient cost (excluding dispensing fees and prior to application of copayments) of drug claims paid by the State, as outlined in Attachment A, Program Design and Formulary, for the annual period} / \text{total undiscounted AWP ingredient cost of drug claims paid by the State (both amounts will be calculated as of the date of adjudication) for the annual period})]$.

Each drug, prescription drug claim, and ingredient cost will be calculated at the lesser of the applicable U&C or AWP discount price in determining the discount achieved.

Examples: $[1 - (\text{total discounted AWP ingredient cost of retail brand drug claims paid by the State for the annual period} / \text{total undiscounted AWP ingredient cost of retail brand drug claims paid by the State for the annual period})]$

$[1 - (\text{total discounted AWP ingredient cost of retail generic drug claims paid by the State for the annual period} / \text{total undiscounted AWP ingredient cost of retail generic drug claims paid by the State for the annual period})]$

The average annual dispensing fees will be calculated as: Total dispensing fee of claims paid by the State, as outlined in Attachment A, Program Design and Formulary, for the annual period divided by total number of claims paid by the State for the annual period.

Examples: (Total dispensing fee of **retail brand** claims paid by the State for the annual period / total number of **retail brand** claims paid by the State for the annual period)

(Total dispensing fee of **retail generic** claims paid by the State for the annual period / total number of **retail generic** claims paid by the State for the annual period)

(Total dispensing fee of **MAC** claims paid by the State for the annual period / total number of **MAC** claims paid by the State for the annual period)

**Attachment D
Application Data Elements**

A completed application will include the following items for Mental Health Safety Net Participants and Non-Mental Health Safety Net Participants:

Enrollment Data	MHSN Participants	Non MHSN Participants
Name	X	X
Home Address	X	X
Mailing Address	X	X
Phone Number	X	X
Spoken language*	X	X
Homeless or living in shelter*	X	X
Date of birth	X	X
Social Security Number	X	X
Gender	X	X
Race	X	X
Citizenship status	X	X
Tennessee residency – 6 months	X	X
Employment status (including self employed) • Indicate if applicant works greater than or less than 20 hours in a 7-day work week	X	X
Household Income • All sources (salary, SSI or SSDI, retirement, child support, unemployment, veteran's benefits, workers' comp, interest, dividends/royalties, rental income, alimony, friend/family, other)	X (Verification will be completed by the State for MHSN participants)	X
Number of individuals in household	X	X
Health insurance coverage (including TennCare)	X	X
Prescription drug coverage	X	X
Name and Address of CMHA	X	
Participant authorized for CoverRx restricted formulary drugs?	X	

*Not required for completed application

Note: The verification of the shaded data elements for MHSN participants will be completed by the State.

Attachment E
List of Mental Health Safety Net Providers

<p>Carey Counseling 408 Virginia Street Paris, TN 38242 Contact: Dee Rose 800-611-7757 731-641-0626 jdaniel@bhilc.org</p>	<p>Case Management, Inc. 4841 Summer Ave. Memphis, TN 38122 Contact: Linda Logan, Bobbie Harris 901-821-5868 lloganmi@bellsouth.net bharriscmi@bellsouth.net</p>	<p>Centerstone 1101 Sixth Ave., N. 3rd Floor Nashville, TN 37208 Contact: Anita 877-834-9841 sallie.allen@centerstone.org</p>
<p>Cherokee Health 305 North Bellwood Rd. Morristown, TN 37814 423-586-5031 Pam.sawyer@cherokeehealth.com</p>	<p>Comprehensive Community Network 2150 Whitney Avenue Memphis, TN 38127 Contact: Jo Hudson 901-354-7307 jo@ccnmemphis.org</p>	<p>Fortwood Center 601 Cumberland St. Chattanooga, TN 37404 Contact: Kristi Cannon 423-763-4797 kmcatee@fortwoodcenter.org</p>
<p>Foundations 227 French Landing Dr. Suite 250 Nashville, TN 37228 Contact: Jessica Samford 615-312-3279 jsamford@dualdiagnosis.org</p>	<p>Frontier 401 Holston Drive Greeneville, TN 37743 Contact: Emmie Box 800-332-7281 ebox@frontierhealth.org</p>	<p>Helen Ross McNabb 201 W. Springdale Ave. Knoxville, TN 37917 Contact: Candace Allen 865-637-9711 candace.allen@mcnabb.org</p>
<p>LifeCare Family Services 446 Metroplex Dr. Suite A-100 Nashville, TN 37211 Contact: Christy Donnell 615-781-0013 Ext. 118 christy.donnell@lifecarefs.org</p>	<p>Mental Health Cooperative Nashville, Dickson and Sumner Offices Contact: Front Desk 615-726-3340 jspears@mhc-tn.org</p>	<p>Midtown MH Center 427 Linden Ave. Memphis, TN 38126 Contact: Sandy Ricks 901-577-0200 sandyricks@midtownmentalhealthcenter.org</p>
<p>Park Center 948 Woodland St. Nashville, TN 37206 Contact: Phyllis Holt 615-650-5550 phyllis.holt@parkcenternashville.org</p>	<p>Pathways, Inc. 238 Summar Drive Jackson, TN 38301 Contact: Amy Williamson 731-935-8200 amy.williamson@wth.org</p>	<p>Professional Care Svcs. 1997 Hwy. 51 S. Covington, TN 38019 Contact: Marna Bentley 901-313-1116 marnam@bhilc.org</p>
<p>Quinco Community MHC 10710 Old Hwy. 64 Bolivar, TN 38008 Contact: Elaine Wilson 615-658-4926 800-532-6339 elaine.wilson@quincomhc.org</p>	<p>Ridgeview 240 W. Tyrone Rd. Oak Ridge, TN 37830 Contact: Jan Hooks 865-276-1216 jhooks@ridgevw.com</p>	<p>Southeast MH Center 2579 Douglass Ave. Memphis, TN 38114 Contact: Debra Dillon 901-369-1480 debra.dillon@semhcinc.com</p>
<p>Volunteer 413 Spring Street Chattanooga, TN 37405 877-567-6051 Contact: Phyllis Persinger 615.278.6274 ppersinger@vbhcs.org</p>	<p>Whitehaven-Southwest 1087 Alice Ave. Memphis, TN 38106 Contact: Angela Saulsberry - Ext.161 or Demetria King - Ext.324 901-259-1920 dking@wswmhc.org</p>	

Attachment F

Auto Enrollment Data Reconciliation Report

Data fields to be included in the Auto Enrollment Data Reconciliation Report, include but are not limited, to the following data fields.

- Community Mental Health Agencies (CMHAs)
- SSN
- Date of Birth
- Name
- Address
- Date of registration
- Income

Attachment G

HIPAA BUSINESS ASSOCIATE AGREEMENT TO COMPLY WITH PRIVACY AND SECURITY RULES

THIS BUSINESS ASSOCIATE AGREEMENT (hereinafter "Agreement") is between **The State of Tennessee, Department of Finance and Administration, Division of Insurance Administration** (hereinafter "Covered Entity") and **Express Scripts, Inc.** (hereinafter "Business Associate"). Covered Entity and Business Associate may be referred to herein individually as "Party" or collectively as "Parties."

BACKGROUND

Covered Entity acknowledges that it is subject to the Privacy and Security Rules (45 CFR Parts 160 and 164) promulgated by the United States Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191 in certain aspects of its operations.

Business Associate provides services to Covered Entity pursuant to one or more contractual relationships detailed below and hereinafter referred to as "Service Contracts"

- [contract number(s)]

In the course of executing Service Contracts, Business Associate may come into contact with, use, or disclose Protected Health Information (defined in Section 1.8 below). Said Service Contracts are hereby incorporated by reference and shall be taken and considered as a part of this document the same as if fully set out herein.

In accordance with the federal privacy and security regulations set forth at 45 C.F.R. Part 160 and Part 164, Subparts A, C, and E, which require Covered Entity to have a written memorandum with each of its internal Business Associates, the Parties wish to establish satisfactory assurances that Business Associate will appropriately safeguard "Protected Health Information" and, therefore, make this Agreement.

DEFINITIONS

- 1.1 Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR §§ 160.103, 164.103, 164.304, 164.501 and 164.504.
- 1.2 "Designated Record Set" shall have the meaning set out in its definition at 45 C.F.R. § 164.501.
- 1.3 "Electronic Protected Health Care Information" shall have the meaning set out in its definition at 45 C.F.R. § 160.103.
- 1.4 "Health Care Operations" shall have the meaning set out in its definition at 45 C.F.R. § 164.501.
- 1.5 "Individual" shall have the same meaning as the term "individual" in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
- 1.6 "Privacy Official" shall have the meaning as set out in its definition at 45 C.F.R. § 164.530(a)(1).
- 1.7 "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, subparts A, and E.
- 1.8 "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- 1.9 "Required by Law" shall have the meaning set forth in 45 CFR § 164.512.

1.10 "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Parts 160 and 164, Subparts A and C.

2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE (Privacy Rule)

- 2.1 Business Associate agrees to fully comply with the requirements under the Privacy Rule applicable to "business associates," as that term is defined in the Privacy Rule and not use or further disclose Protected Health Information other than as permitted or required by this Agreement, the Service Contracts, or as Required By Law. In case of any conflict between this Agreement and the Service Contracts, this Agreement shall govern.
- 2.2 Business Associate agrees to use appropriate procedural, physical, and electronic safeguards to prevent use or disclosure of Protected Health Information other than as provided for by this Agreement. Said safeguards shall include, but are not limited to, requiring employees to agree to use or disclose Protected Health Information only as permitted or required by this Agreement and taking related disciplinary actions for inappropriate use or disclosure as necessary.
- 2.3 Business Associate shall require any agent, including a subcontractor, to whom it provides Protected Health Information received from, created or received by, Business Associate on behalf of Covered Entity or that carries out any duties for the Business Associate involving the use, custody, disclosure, creation of, or access to Protected Health Information, to agree, by written contract with Business Associate, to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- 2.4 Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- 2.5 Business Associate agrees to require its employees, agents, and subcontractors to promptly report, to Business Associate, any use or disclosure of Protected Health Information in violation of this Agreement. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement.
- 2.6 If Business Associate receives Protected Health Information from Covered Entity in a Designated Record Set, then Business Associate agrees to provide access, at the request of Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by covered Entity, to an Individual in order to meet the requirements under 45 CFR § 164.524, provided that Business Associate shall have at least fifteen (15) business days from Covered Entity notice to provide access to, or deliver such information.
- 2.7 If Business Associate receives Protected Health Information from Covered Entity in a Designated Record Set, then Business Associate agrees to make any amendments to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to the 45 CFR § 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity, provided that Business Associate shall have at least fifteen (15) business days from Covered Entity notice to make an amendment.
- 2.8 Business Associate agrees to make its internal practices, books, and records including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, created by or received by Business Associate on behalf of, Covered Entity available to the Secretary of the United States Department of Health in Human Services or the Secretary's designee, in a time and manner designated by the Secretary, for purposes of determining Covered Entity's or Business Associate's compliance with the Privacy Rule.
- 2.9 Business Associate agrees to document disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosure of Protected Health Information in accordance with 45 CFR § 164.528.

- 2.10 Business Associate agrees to provide Covered Entity or an Individual, in time and manner designated by Covered Entity, information collected in accordance with this Agreement, to permit Covered Entity to respond to a request by an Individual for and accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528, provided that Business Associate shall have at least fifteen (15) business days from Covered Entity notice to provide access to, or deliver such information which shall include, at minimum, (a) date of the disclosure; (b) name of the third party to whom the Protected Health Information was disclosed and, if known, the address of the third party; (c) brief description of the disclosed information; and (d) brief explanation of the purpose and basis for such disclosure.
- 2.11 Business Associate agrees it must limit any use, disclosure, or request for use or disclosure of Protected Health Information to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request in accordance with the requirements of the Privacy Rule.
- 2.11.1 Business Associate represents to Covered Entity that all its uses and disclosures of, or requests for, Protected Health Information shall be the minimum necessary in accordance with the Privacy Rule requirements.
- 2.11.2 Covered Entity may, pursuant to the Privacy Rule, reasonably rely on any requested disclosure as the minimum necessary for the stated purpose when the information is requested by Business Associate.
- 2.11.3 Business Associate acknowledges that if Business Associate is also a covered entity, as defined by the Privacy Rule, Business Associate is required, independent of Business Associate's obligations under this Memorandum, to comply with the Privacy Rule's minimum necessary requirements when making any request for Protected Health Information from Covered Entity.
- 2.12 Business Associate agrees to adequately and properly maintain all Protected Health Information received from, or created or received on behalf of, Covered Entity
- 2.13 If Business Associate receives a request from an Individual for a copy of the individual's Protected Health Information, and the Protected Health Information is in the sole possession of the Business Associate, Business Associate will provide the requested copies to the individual and notify the Covered Entity of such action. If Business Associate receives a request for Protected Health Information in the possession of the Covered Entity, or receives a request to exercise other individual rights as set forth in the Privacy Rule, Business Associate shall notify Covered Entity of such request and forward the request to Covered Entity. Business Associate shall then assist Covered Entity in responding to the request.
- 2.14 Business Associate agrees to fully cooperate in good faith with and to assist Covered Entity in complying with the requirements of the Privacy Rule.

3 OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE (Security Rule)

- 3.1 Business Associate agrees to fully comply with the requirements under the Security Rule applicable to "business associates," as that term is defined in the Security Rule. In case of any conflict between this Agreement and Service Agreements, this Agreement shall govern.
- 3.2 Business Associate agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of the covered entity as required by the Security Rule.
- 3.3 Business Associate shall ensure that any agent, including a subcontractor, to whom it provides electronic protected health information received from or created for Covered Entity or that carries out any duties for the Business Associate involving the use, custody, disclosure, creation of, or access to Protected Health Information supplied by Covered Entity, to agree, by written contract (or the appropriate equivalent if the agent is a government entity) with Business Associate, to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- 3.4 Business Associate agrees to require its employees, agents, and subcontractors to report to Business Associate within five (5) business days, any Security Incident (as that term is defined in 45 CFR Section

164.304) of which it becomes aware. Business Associate agrees to promptly report any Security Incident of which it becomes aware to Covered Entity.

- 3.5 Business Associate agrees to make its internal practices, books, and records including policies and procedures relating to the security of electronic protected health information received from, created by or received by Business Associate on behalf of, Covered Entity available to the Secretary of the United States Department of Health in Human Services or the Secretary's designee, in a time and manner designated by the Secretary, for purposes of determining Covered Entity's or Business Associate's compliance with the Security Rule.
- 3.6 Business Associate agrees to fully cooperate in good faith with and to assist Covered Entity in complying with the requirements of the Security Rule.

4. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

- 4.1 Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in Service Contracts, provided that such use or disclosure would not violate the Privacy and Security Rule, if done by Covered Entity.
- 4.2 Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information as required for Business Associate's proper management and administration or to carry out the legal responsibilities of the Business Associate.
- 4.3 Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or provided that, if Business Associate discloses any Protected Health Information to a third party for such a purpose, Business Associate shall enter into a written agreement with such third party requiring the third party to: (a) maintain the confidentiality, integrity, and availability of Protected Health Information and not to use or further disclose such information except as Required By Law or for the purpose for which it was disclosed, and (b) notify Business Associate of any instances in which it becomes aware in which the confidentiality, integrity, and/or availability of the Protected Health Information is breached.
- 4.4 Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 CFR § 164.504(e)(2)(i)(B).
- 4.5 Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State Authorities consistent with 45 CFR 164.502(j)(1)

5. OBLIGATIONS OF COVERED ENTITY

- 5.1 Covered Entity shall provide Business Associate with the notice of Privacy Practices that Covered Entity produces in accordance with 45 CFR § 164.520, as well as any changes to such notice. Covered Entity shall notify Business Associate of any limitations in its notice that affect Business Associate's use or disclosure of Protected Health Information.
- 5.2 Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses.
- 5.3 Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use of Protected Health Information.

6. PERMISSIBLE REQUESTS BY COVERED ENTITY

- 6.1 Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy or Security Rule, if done by Covered Entity.

7. TERM AND TERMINATION

7.1 Term. This Agreement shall be effective as of the date on which it is signed by both parties and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, Section 7.3. below, shall apply.

7.2 Termination for Cause.

7.2.1. This Agreement authorizes and Business Associate acknowledges and agrees Covered Entity shall have the right to immediately terminate this Agreement and Service Contracts in the event Business Associate fails to comply with, or violates a material provision of, requirements of the Privacy and/or Security Rule or this Memorandum.

7.2.2. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

7.2.2.1. provide a reasonable opportunity for Business Associate to cure the breach or end the violation, or

7.2.2.2. if Business Associate has breached a material term of this Agreement and cure is not possible or if Business Associate does not cure a curable breach or end the violation within a reasonable time as specified by, and at the sole discretion of, Covered Entity, Covered Entity may immediately terminate this Agreement and the Service Agreement.

7.2.2.3. If neither cure nor termination is feasible, Covered Entity shall report the violation to the Secretary of the United States Department of Health in Human Services or the Secretary's designee.

7.3 Effect of Termination.

7.3.1. Except as provided in Section 7.3.2. below, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of, Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

7.3.2. In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction unfeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is unfeasible, Business Associate shall extend the protections of this Memorandum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction unfeasible, for so long as Business Associate maintains such Protected Health Information.

8. MISCELLANEOUS

8.1 Regulatory Reference. A reference in this Agreement to a section in the Privacy and /or Security Rule means the section as in effect or as amended.

8.2 Amendment. The Parties agree to take such action as is necessary to amend this Memorandum from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Rules and the Health Insurance Portability and Accountability Act, Public Law 104-191. Business Associate and Covered Entity shall comply with any amendment to the Privacy and Security Rules, the Health Insurance Portability and Accountability Act, Public Law 104-191, and related regulations upon the effective date of such amendment, regardless of whether this Agreement has been formally amended.

8.3 Survival. The respective rights and obligations of Business Associate under Section 7.3 of this Memorandum shall survive the termination of this Agreement.

- 8.4 Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity and the Business Associate to comply with the Privacy and Security Rules.
- 8.5 Notices and Communications. All instructions, notices, consents, demands, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered by hand, by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below, or to such other party, facsimile number, or address as may be hereafter specified by written notice.

COVERED ENTITY:

Name: M.D. Goetz, Jr., Chairman
Title: State of Tennessee (Division of Insurance Administration), State, Local Education and Local Government Insurance Committee
Address: 312 8th Avenue, North
Nashville, Tennessee 37243-0295
Phone: 615-253-8358
Fax: 615-253-8556
Email: dave.goetz@state.tn.us

BUSINESS ASSOCIATE:

Name: Jennifer Goedeke
Title: Privacy Officer
Address: Express Scripts, Inc.
P.O. 66561
St Louis, MO 63166
Phone: 314-702-7083
Fax: 314-702-7120
Email: Privacy@Express-Scripts.com

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the date of hand delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the facsimile machine at the receiving location and receipt is verbally confirmed by the sender.

- 8.6 Strict Compliance. No failure by any Party to insist upon strict compliance with any term or provision of this Agreement, to exercise any option, to enforce any right, or to seek any remedy upon any default of any other Party shall affect, or constitute a waiver of, any Party's right to insist upon such strict compliance, exercise that option, enforce that right, or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default. No custom or practice of the Parties at variance with any provision of this Agreement shall affect, or constitute a waiver of, any Party's right to demand strict compliance with all provisions of this Agreement.
- 8.7 Severability. With respect to any provision of this Agreement finally determined by a court of competent jurisdiction to be unenforceable, such court shall have jurisdiction to reform such provision so that it is enforceable to the maximum extent permitted by applicable law, and the Parties shall abide by such court's determination. In the event that any provision of this Agreement cannot be reformed, such provision shall be deemed to be severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect.
- 8.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee except to the extent that Tennessee law has been pre-empted by HIPAA.
- 8.9 Compensation. There shall be no remuneration for performance under this Agreement except as specifically provided by, in, and through, existing administrative requirements of Tennessee State government and services contracts referenced herein.

IN WITNESS WHEREOF,

EXPRESS SCRIPTS, INC.:



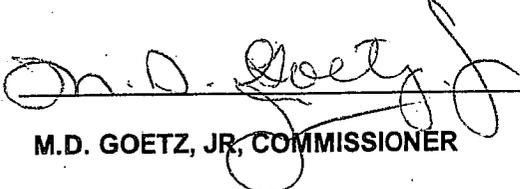
11-20-06

~~SECRETARY~~

Date:

Ed Jendryak
Sr. Vice President
Sales & Account Management
Phone: 314-702-7169
Fax: 314-702-7055

TENNESSEE DEPARTMENT OF FINANCE AND ADMINISTRATION:



11-28-06

Date:

M.D. GOETZ, JR, COMMISSIONER

Attachment H

MAC Pricing Per Formulary Drug

Attachment H is 362 pages
Copy is located in the staff
file - please advise if you
want a copy -

Leni Chick

Attachment G

HIPAA BUSINESS ASSOCIATE AGREEMENT TO COMPLY WITH PRIVACY AND SECURITY RULES

THIS BUSINESS ASSOCIATE AGREEMENT (hereinafter "Agreement") is between **The State of Tennessee, Department of Finance and Administration, Division of Insurance Administration** (hereinafter "Covered Entity") and **Express Scripts, Inc.** (hereinafter "Business Associate"). Covered Entity and Business Associate may be referred to herein individually as "Party" or collectively as "Parties."

BACKGROUND

Covered Entity acknowledges that it is subject to the Privacy and Security Rules (45 CFR Parts 160 and 164) promulgated by the United States Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191 in certain aspects of its operations.

Business Associate provides services to Covered Entity pursuant to one or more contractual relationships detailed below and hereinafter referred to as "Service Contracts"

- [contract number(s)] FA-07-17124-00

In the course of executing Service Contracts, Business Associate may come into contact with, use, or disclose Protected Health Information (defined in Section 1.8 below). Said Service Contracts are hereby incorporated by reference and shall be taken and considered as a part of this document the same as if fully set out herein.

In accordance with the federal privacy and security regulations set forth at 45 C.F.R. Part 160 and Part 164, Subparts A, C, and E, which require Covered Entity to have a written memorandum with each of its internal Business Associates, the Parties wish to establish satisfactory assurances that Business Associate will appropriately safeguard "Protected Health Information" and, therefore, make this Agreement.

DEFINITIONS

- 1.1 Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR §§ 160.103, 164.103, 164.304, 164.501 and 164.504.
- 1.2 "Designated Record Set" shall have the meaning set out in its definition at 45 C.F.R. § 164.501.
- 1.3 "Electronic Protected Health Care Information" shall have the meaning set out in its definition at 45 C.F.R. § 160.103.
- 1.4 "Health Care Operations" shall have the meaning set out in its definition at 45 C.F.R. § 164.501.
- 1.5 "Individual" shall have the same meaning as the term "individual" in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
- 1.6 "Privacy Official" shall have the meaning as set out in its definition at 45 C.F.R. § 164.530(a)(1).
- 1.7 "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, subparts A, and E.
- 1.8 "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- 1.9 "Required by Law" shall have the meaning set forth in 45 CFR § 164.512.
- 1.10 "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Parts 160 and 164, Subparts A and C.

2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE (Privacy Rule)

- 2.1 Business Associate agrees to fully comply with the requirements under the Privacy Rule applicable to "business associates," as that term is defined in the Privacy Rule and not use or further disclose Protected Health Information other than as permitted or required by this Agreement, the Service Contracts, or as Required By Law. In case of any conflict between this Agreement and the Service Contracts, this Agreement shall govern.
- 2.2 Business Associate agrees to use appropriate procedural, physical, and electronic safeguards to prevent use or disclosure of Protected Health Information other than as provided for by this Agreement. Said safeguards shall include, but are not limited to, requiring employees to agree to use or disclose Protected Health Information only as permitted or required by this Agreement and taking related disciplinary actions for inappropriate use or disclosure as necessary.
- 2.3 Business Associate shall require any agent, including a subcontractor, to whom it provides Protected Health Information received from, created or received by, Business Associate on behalf of Covered Entity or that carries out any duties for the Business Associate involving the use, custody, disclosure, creation of, or access to Protected Health Information, to agree, by written contract with Business Associate, to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- 2.4 Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- 2.5 Business Associate agrees to require its employees, agents, and subcontractors to promptly report, to Business Associate, any use or disclosure of Protected Health Information in violation of this Agreement. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement.
- 2.6 If Business Associate receives Protected Health Information from Covered Entity in a Designated Record Set, then Business Associate agrees to provide access, at the request of Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by covered Entity, to an individual in order to meet the requirements under 45 CFR § 164.524, provided that Business Associate shall have at least fifteen (15) business days from Covered Entity notice to provide access to, or deliver such information.
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- 2.8 Business Associate agrees to make its internal practices, books, and records including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, created by or received by Business Associate on behalf of, Covered Entity available to the Secretary of the United States Department of Health in Human Services or the Secretary's designee, in a time and manner designated by the Secretary, for purposes of determining Covered Entity's or Business Associate's compliance with the Privacy Rule.
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- 2.10 Business Associate agrees to provide Covered Entity or an individual, in time and manner designated by Covered Entity, information collected in accordance with this Agreement, to permit Covered Entity to respond to a request by an individual for and accounting of disclosures of Protected Health Information in

accordance with 45 CFR § 164.528, provided that Business Associate shall have at least fifteen (15) business days from Covered Entity notice to provide access to, or deliver such information which shall include, at minimum, (a) date of the disclosure; (b) name of the third party to whom the Protected Health Information was disclosed and, if known, the address of the third party; (c) brief description of the disclosed information; and (d) brief explanation of the purpose and basis for such disclosure.

- 2.11 Business Associate agrees it must limit any use, disclosure, or request for use or disclosure of Protected Health Information to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request in accordance with the requirements of the Privacy Rule.
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- 2.13 If Business Associate receives a request from an Individual for a copy of the individual's Protected Health Information, and the Protected Health Information is in the sole possession of the Business Associate, Business Associate will provide the requested copies to the individual and notify the Covered Entity of such action. If Business Associate receives a request for Protected Health Information in the possession of the Covered Entity, or receives a request to exercise other individual rights as set forth in the Privacy Rule, Business Associate shall notify Covered Entity of such request and forward the request to Covered Entity. Business Associate shall then assist Covered Entity in responding to the request.
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3 OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE (Security Rule)

- 3.1 Business Associate agrees to fully comply with the requirements under the Security Rule applicable to "business associates," as that term is defined in the Security Rule. In case of any conflict between this Agreement and Service Agreements, this Agreement shall govern.
- 3.2 Business Associate agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of the covered entity as required by the Security Rule.
- 3.3 Business Associate shall ensure that any agent, including a subcontractor, to whom it provides electronic protected health information received from or created for Covered Entity or that carries out any duties for the Business Associate involving the use, custody, disclosure, creation of, or access to Protected Health Information supplied by Covered Entity, to agree, by written contract (or the appropriate equivalent if the agent is a government entity) with Business Associate, to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- 3.4 Business Associate agrees to require its employees, agents, and subcontractors to report to Business Associate within five (5) business days, any Security Incident (as that term is defined in 45 CFR Section 164.304) of which it becomes aware. Business Associate agrees to promptly report any Security Incident of which it becomes aware to Covered Entity.

- 3.5 Business Associate agrees to make its internal practices, books, and records including policies and procedures relating to the security of electronic protected health information received from, created by or received by Business Associate on behalf of, Covered Entity available to the Secretary of the United States Department of Health in Human Services or the Secretary's designee, in a time and manner designated by the Secretary, for purposes of determining Covered Entity's or Business Associate's compliance with the Security Rule.
- 3.6 Business Associate agrees to fully cooperate in good faith with and to assist Covered Entity in complying with the requirements of the Security Rule.

4. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

- 4.1 Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in Service Contracts, provided that such use or disclosure would not violate the Privacy and Security Rule, if done by Covered Entity.
- 4.2 Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information as required for Business Associate's proper management and administration or to carry out the legal responsibilities of the Business Associate.
- 4.3 Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or provided that, if Business Associate discloses any Protected Health Information to a third party for such a purpose, Business Associate shall enter into a written agreement with such third party requiring the third party to: (a) maintain the confidentiality, integrity, and availability of Protected Health Information and not to use or further disclose such information except as Required By Law or for the purpose for which it was disclosed, and (b) notify Business Associate of any instances in which it becomes aware in which the confidentiality, integrity, and/or availability of the Protected Health Information is breached.
- 4.4 Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 CFR § 164.504(e)(2)(i)(B).
- 4.5 Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State Authorities consistent with 45 CFR 164.502(j)(1)

5. OBLIGATIONS OF COVERED ENTITY

- 5.1 Covered Entity shall provide Business Associate with the notice of Privacy Practices that Covered Entity produces in accordance with 45 CFR § 164.520, as well as any changes to such notice. Covered Entity shall notify Business Associate of any limitations in its notice that affect Business Associate's use or disclosure of Protected Health Information.
- 5.2 Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses.
- 5.3 Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use of Protected Health Information.

6. PERMISSIBLE REQUESTS BY COVERED ENTITY

- 6.1 Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy or Security Rule, if done by Covered Entity.

7. TERM AND TERMINATION

7.1 Term. This Agreement shall be effective as of the date on which it is signed by both parties and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, Section 7.3. below, shall apply.

7.2 Termination for Cause.

7.2.1. This Agreement authorizes and Business Associate acknowledges and agrees Covered Entity shall have the right to immediately terminate this Agreement and Service Contracts in the event Business Associate fails to comply with, or violates a material provision of, requirements of the Privacy and/or Security Rule or this Memorandum.

7.2.2. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

7.2.2.1. provide a reasonable opportunity for Business Associate to cure the breach or end the violation, or

7.2.2.2. if Business Associate has breached a material term of this Agreement and cure is not possible or if Business Associate does not cure a curable breach or end the violation within a reasonable time as specified by, and at the sole discretion of, Covered Entity, Covered Entity may immediately terminate this Agreement and the Service Agreement.

7.2.2.3. If neither cure nor termination is feasible, Covered Entity shall report the violation to the Secretary of the United States Department of Health in Human Services or the Secretary's designee.

7.3 Effect of Termination.

7.3.1. Except as provided in Section 7.3.2. below, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of, Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

7.3.2. In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction unfeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is unfeasible, Business Associate shall extend the protections of this Memorandum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction unfeasible, for so long as Business Associate maintains such Protected Health Information.

8. MISCELLANEOUS

8.1 Regulatory Reference. A reference in this Agreement to a section in the Privacy and /or Security Rule means the section as in effect or as amended.

8.2 Amendment. The Parties agree to take such action as is necessary to amend this Memorandum from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Rules and the Health Insurance Portability and Accountability Act, Public Law 104-191. Business Associate and Covered Entity shall comply with any amendment to the Privacy and Security Rules, the Health Insurance Portability and Accountability Act, Public Law 104-191, and related regulations upon the effective date of such amendment, regardless of whether this Agreement has been formally amended.

8.3 Survival. The respective rights and obligations of Business Associate under Section 7.3 of this Memorandum shall survive the termination of this Agreement.

8.4 Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity and the Business Associate to comply with the Privacy and Security Rules.

8.5 Notices and Communications. All instructions, notices, consents, demands, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered by hand, by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below, or to such other party, facsimile number, or address as may be hereafter specified by written notice.

COVERED ENTITY:

Name: M.D. Goetz, Jr., Chairman
Title: State of Tennessee (Division of Insurance Administration), State, Local Education and Local Government Insurance Committee
Address: 312 8th Avenue, North
Nashville, Tennessee 37243-0295
Phone: 615-253-8358
Fax: 615-253-8556
Email: dave.goetz@state.tn.us

BUSINESS ASSOCIATE:

Name
Title
Address
Phone
Fax
Email

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the date of hand delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the facsimile machine at the receiving location and receipt is verbally confirmed by the sender.

8.6 Strict Compliance. No failure by any Party to insist upon strict compliance with any term or provision of this Agreement, to exercise any option, to enforce any right, or to seek any remedy upon any default of any other Party shall affect, or constitute a waiver of, any Party's right to insist upon such strict compliance, exercise that option, enforce that right, or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default. No custom or practice of the Parties at variance with any provision of this Agreement shall affect, or constitute a waiver of, any Party's right to demand strict compliance with all provisions of this Agreement.

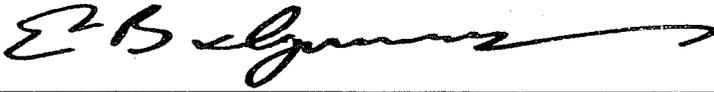
8.7 Severability. With respect to any provision of this Agreement finally determined by a court of competent jurisdiction to be unenforceable, such court shall have jurisdiction to reform such provision so that it is enforceable to the maximum extent permitted by applicable law, and the Parties shall abide by such court's determination. In the event that any provision of this Agreement cannot be reformed, such provision shall be deemed to be severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect.

8.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee except to the extent that Tennessee law has been pre-empted by HIPAA.

8.9 Compensation. There shall be **no** remuneration for performance under this Agreement except as specifically provided by, in, and through, existing administrative requirements of Tennessee State government and services contracts referenced herein.

IN WITNESS WHEREOF,

[BUSINESS ASSOCIATE LEGAL ENTITY NAME]:

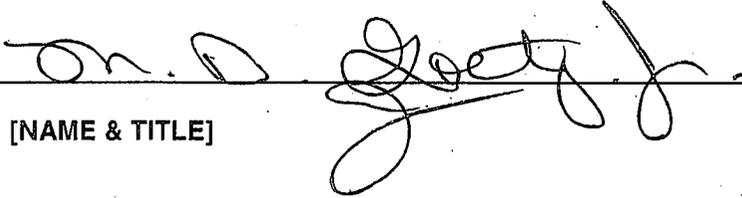


[NAME & TITLE]

Date: November 27, 2006

Ed Ignaczak, Senior VP – Sales & Account Management

[COVERED ENTITY LEGAL ENTITY NAME]:



[NAME & TITLE]

Date: 11-28-06

