

**REVISED
ADDENDUM
TO
AGENDA**

CITY COUNCIL MEETING

MONDAY, NOVEMBER 19, 2012

7:00 p.m.

City Council Chambers, City Hall - 45 Lyon Terrace
Bridgeport, Connecticut

ADDED:

Mayoral Proclamation: Recognize and Congratulate Graduates of The Business Development Workshop Series for Hispanic Businesses.

City Council Citation: Recognize and Congratulate Graduates of The Business Development Workshop Series for Hispanic Businesses.

MATTERS TO BE ACTED UPON:

- 158-11(A)** Contracts Committee Report re: Integrated Prescription Drug Program Agreement with Medco Health Solutions, Inc. for the period of October 1, 2011 – December 31, 2013.
- 158-11(B)** Contracts Committee Report re: Medicare Part D EGWP Amendment with Medco Health Solutions, Inc. for the period of January 1, 2012 – December 31, 2013.

*** REMOVE ITEMS# 158-11 (A) & (B) FROM CONSENT CALENDAR**

AGENDA
CITY COUNCIL MEETING
MONDAY, NOVEMBER 19, 2012

7:00 P.M.
CITY COUNCIL CHAMBERS, CITY HALL - 45 LYON TERRACE
BRIDGEPORT, CONNECTICUT

Prayer

Pledge of Allegiance

Roll Call

- 142-11** Public Hearing re: Disposition of City Owned Properties to Habitat for Humanity.
- 151-11** Public Hearing re: Disposition of City Owned Property located at 1163 Main Street.

MINUTES FOR APPROVAL:

Approval of City Council Minutes: October 15, 2012 and October 22, 2012 (Special Meeting)

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 165-11** Communication from Engineering re: (Ref. #36-11) Resolution in Support of Public Information Meeting regarding Iranistan Avenue – Installation of Sidewalks from State Street to Railroad Avenue Utilizing Funding from the STP-Urban Program: State Project No. 15-358, Federal Aid Project No. 1015(124), referred to Public Safety and Transportation Committee.
- 166-11** Communication from OPED re: Proposed Resolution concerning Approval of the Mill Hill Neighborhood Revitalization Zone (NRZ) By Laws and Boundaries, as proposed and delineated by the Mill Hill Revitalization Zone Planning Committee, referred to Economic and Community Development and Environment Committee.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *138-11** Public Safety and Transportation Committee Report re: Application for Waiver to Extend Driveway Width: #2660 Main Street – St. Vincent's College.

**CITY OF BRIDGEPORT
CITY COUNCIL
PUBLIC SPEAKING SESSION
MONDAY, NOVEMBER 19, 2012
6:30 PM**

ATTENDANCE: Council members: Brannelly, Taylor-Moye, Olson, Brantley, T. McCarthy, Lyons, Blunt, dePara, Silva, Ayala, Martinez, Baker

ABSENT: Council members: M. McCarthy, Austin, Bonney, Paoletto, Curwen, Holloway

Council President McCarthy called the public speaking session to order at 6:45 pm.

The city clerk took the roll call and announced there was a quorum.

The Following Named Persons Signed Up Prior To The Public Speaking Session To Address The City Council:

NAME

SUBJECT

Jehan Abdur-Raheem

Mr. Raheem spoke about the participants of the Safe Harbor Program. He stated that they needed more information from the city council to find out when they should sign up to address them. He said he was concerned about the way information is distributed to the citizens of Bridgeport.

Carmen Lopez

Ms. Lopez spoke about the rules for the public speaking session. She said the rules needed to be clarified. She asked if it was possible to change the day for signing up on Wednesday; so that residents are able to sign up after the agenda has been finalized.

The public speaking session closed at 6:50 pm.

CITY CLERK'S OFFICE
2012 NOV 27 A 1:40

CITY OF BRIDGEPORT

CITY COUNCIL MEETING

MONDAY, NOVEMBER 19, 2012

7:00 PM

City Council Chambers, City Hall - 45 Lyon Terrace

Bridgeport, Connecticut

ATTENDANCE: Council members: Brannelly, Taylor-Moye, Olson, Brantley, T. McCarthy, Lyons, Blunt, dePara, Silva, Ayala, Martinez, Baker

ABSENT: Council members: M. McCarthy, Austin, Vizzo-Paniccia, Paoletto, Curwen, Holloway

Mayor Finch called the meeting to order at 7:10 pm.

Prayer - the prayer was offered by Council member Olson.

Mayor Finch wished everyone a Happy Thanksgiving!

Pledge of Allegiance – the pledge was led by Council member Blunt.

Roll Call - the city clerk took the roll call and announced there was a quorum.

Announcements - Council President McCarthy stated that the following council members were absent:

Council member Austin had a family issue; Council member Curwen had a family issue; Council member Paoletto had a family emergency and Council member M. McCarthy had a personal issue.

142-11 Public Hearing re: Disposition of City Owned Properties to Habitat for Humanity.

Mayor Finch asked if there was anyone to speak in favor of the item.

The Co-president of Habitat for Humanity thanked the city council for their favorable vote in the past and for future consideration. He expressed that it has been a great partnership for the last twenty-seven years and he said he was honored to have done the work in Bridgeport. He gave some background information about the recipients of a Habitat for Humanity home. He mentioned a single mother that was living with her children in the project. He said that the mother relayed to him how she covers her child's eyes so that they don't have to read what's written on the walls. He mentioned another couple who has two severely disabled boys and how they have to bring them up and down the stairs daily to go to the doctor etc. He noted that both of these families were first time homeowners.

He went on to explained that all the properties will have a home built on it and each home will have a working family living there that will be engaged and vested in the community. He further noted that property taxes for these homes amount to well over \$5 million annually.

Mayor Finch commented that this disposition of properties (17) lots was the largest transfer of property to date.

Mayor Finch asked if there was anyone to speak against the item. There were none heard.

Hearing none, the public hearing was closed.

151-11 Public Hearing re: Disposition of City Owned Property located at 1163 Main Street.

Mayor Finch asked if there was anyone to speak in favor of the item. There were none heard.

Mayor Finch asked if there was anyone to speak against the item. There were none heard.

The public hearing was closed.

MINUTES FOR APPROVAL:

Approval of City Council Minutes: October 15, 2012 and October 22, 2012

(Special Meeting)

**** COUNCIL MEMBER BRANTLEY MOVED TO ACCEPT THE MINUTES**

**** COUNCIL MEMBER SILVA SECONDED**

**** MOTION PASSED UNANIMOUSLY**

Mayoral Proclamation: Recognize and Congratulate Graduates of The Business Development Workshop Series for Hispanic Businesses.

City Council Citation: Recognize and Congratulate Graduates of The Business Development Workshop Series for Hispanic Businesses.

Deborah Caviness and Ezequiel Santiago came forward to present the proclamation and citation with Mayor Finch and Council President McCarthy.

Mayor Finch made a request for all the graduates to come forward. He recalled that there were workshops that he spoke at, noting that the business development workshop series offers help for existing businesses, as well as start-up businesses, noting there were six workshops, one that consisted of the five C's of credit; there were twenty-four (24) graduates total. He further expressed that Bridgeport is about families that make up the city and keep it thriving and strong. He mentioned that Bridgeport is the only city that gives free office space to the Spanish Business Association and the Small Business Development Class.

Council President McCarthy expressed that he was proud of the work and commitment that exists. He noted that SBA provides jobs and they help the city survive. He said he appreciated the leap that they take as entrepreneurs. He added that the association is also good for the city's tax role.

Deborah Caviness expressed that she was pleased and proud of the work that has been done with the Hispanic partners program that has been very successful. She noted that this was the fifth graduating class and she congratulated everyone who participated. She stated that she looked forward to more of the same in the future. She gave a special thank you to Council President McCarthy and Ezekiel Santiago for their involvement.

Council President McCarthy read the proclamation on behalf of the Hispanic Chamber of Commerce.

Mayor Finch recalled that they began the SBA four years ago and they put over \$50 million plus work into small minority businesses. He emphasized that they have seen tremendous progress and he said it was a good thing that the money stays in the community and he encouraged them to keep doing that. He urged everyone to put the word out to contact Ms. Caviness and Mr. Santiago for further assistance. He congratulated everyone involved.

Council President McCarthy stated that the SBA had 7,000 applications after Hurricane Sandy and only (500) of them have been returned. He urged everyone to submit their applications in order to receive any assistance that they might be entitled to. He commented that the last time there was a hurricane, FEMA didn't offer much assistance; but thanks to the SBA assistance will be forthcoming this time.

Mayor Finch stated that this Saturday would be designated as small business Saturday. He urged everyone to spend locally, noting that doing so; helps boost the economy and improve neighborhoods.

ADDED:

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

***158-11(A)** Contracts Committee Report re: Integrated Prescription Drug Program Agreement with Medco Health Solutions, Inc. for the period of October 1, 2011 – December 31, 2013.

***158-11(B)** Contracts Committee Report re: Medicare Part D EGWP Amendment with Medco Health Solutions, Inc. for the period of January 1, 2012 – December 31, 2013.

*** REMOVE ITEMS# 158-11 (A) & (B) FROM CONSENT CALENDAR**

Council member Silva stated that the items passed unanimously in committee. Council member Brannelly stated that she would abstain from the vote due to her affiliation in the medical field (MEDCO).

**** COUNCIL MEMBER SILVA MOVED TO CONSOLIDATE ITEMS *158-11(A) and *158-11(B) FOR APPROVAL**

**** COUNCIL PRESIDENT McCARTHY SECONDED**

**** MOTION PASSED UNANIMOUSLY**

**** COUNCIL MEMBER SILVA MOVED TO APPROVE**

**** COUNCIL MEMBER McCARTHY SECONDED**

**** MOTION PASSED WITH TWELVE VOTES IN FAVOR AND ONE ABSTENTION (COUNCIL MEMBER BRANNELLY)**

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

165-11 Communication from Engineering re: (Ref. #36-11) Resolution in Support of Public Information Meeting regarding Iranistan Avenue – Installation of Sidewalks from State Street to Railroad Avenue Utilizing Funding from the STP-Urban Program: State Project No. 15-358, Federal Aid Project No. 1015(124), referred to Public Safety and Transportation Committee.

166-11 Communication from OPED re: Proposed Resolution concerning Approval of the Mill Hill Neighborhood Revitalization Zone (NRZ) By Laws and Boundaries, as proposed and delineated by the Mill Hill Revitalization Zone Planning Committee, referred to Economic and Community Development and Environment Committee.

**** COUNCIL PRESIDENT McCARTHY MOVED TO REFER COMMUNICATIONS TO BE REFERRED TO COMMITTEES**

**** COUNCIL MEMBER LYONS SECONDED**

Council member Olson recalled that many trees were planted by the Bridgeport Housing Authority years ago and many people were upset that the trees won't be saved. Mayor Finch recalled when the golden chain trees were planted. He explained that this type of tree isn't appropriate for street use because they have a short life span and aren't meant to last more than ten (10) years. He said Steve Lladen has identified the appropriate type of trees that should be planted that will last much longer. He said he urged them to consider a larger number of smaller trees that will have a longer life span.

**** MOTION PASSED UNANIMOUSLY**

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

***138-11** Public Safety and Transportation Committee Report re: Application for Waiver to Extend Driveway Width: #2660 Main Street – St. Vincent's College.

**** COUNCIL MEMBER LYONS MOVED TO APPROVE**

**** COUNCIL MEMBER MARTINEZ SECONDED**

**** MOTION PASSED UNANIMOUSLY**

ADJOURNMENT

**** COUNCIL PRESIDENT McCARTHY MOVED TO ADJOURN
** COUNCIL MEMBER LYONS SECONDED
** MOTION PASSED UNANIMOUSLY**

The meeting adjourned at 7:45 pm.

Respectfully submitted,

Diane Graham
Telesco Secretarial Services

**CITY OF BRIDGEPORT
CITY COUNCIL
NOTICE OF PUBLIC HEARINGS**

Public Hearings will be held before the City Council of Bridgeport at a regular meeting to be held on Monday evening, November 19, 2012 beginning at 7:00 p.m., in the City Council Chamber, City Hall, 45 Lyon Terrace, Bridgeport, Connecticut, relative to the following disposition of City Owned properties:

#142-11

- 148-154 Laurel Avenue
- 983 Kossuth Street
- 560 Bishop Avenue
- 526-528 Norman Avenue
- 71 Whitney Avenue
- 860 Platt Street
- 751-757 Kossuth Street
- 1023 Reservoir Avenue
- 1856 Stratford Avenue
- 117 Princeton Street
- 708-710 Shelton Street
- 31 Clifton Place
- 548 Gregory Street
- 196 East Avenue
- 206 East Avenue
- 848 Maplewood Avenue
- 1752 Barnum Avenue

#151-11

- 1163 Main Street

Attest:

Fleeta C. Hudson
City Clerk

AD ENDS ABOVE LINE

2 Editions, Connecticut Post:

PLEASE PUBLISH ON Friday, November 9, 2012 and Thursday, November 15, 2012.

Requires Certification

Emailed to: Legal Ad Dept. at publicnotices@ctpost.com

P.O.: 13000241-00

Account #: 111171

Dated: November 8, 2012

Sent By:

Althea Williams

City Clerk's Office

45 Lyon Terrace

Bridgeport, CT 06604

(203) 576-7205

(203) 332-5608 (Fax)

Ec: City Council Members

Mayor Bill Finch

A. Nunn, CAO

M. Anastasi, City Attorney

A. Wood, Chief of Staff

R. Felipe, Deputy Chief of Staff

R. Liskov, Associate City Attorney

D. Kooris, Director, OPED

B. Coleman, Director, Neighborhood Development

M. Perez, Senior Economic Development Associate



**CITY OF BRIDGEPORT
ENGINEERING DEPARTMENT**

CITY HALL - 45 Lyon Terrace
Bridgeport, Connecticut 06604-4023
Telephone (203) 576-7211
Fax (203) 576-7154

COMM. #165-11 Ref'd to Public Safety & Transportation Committee on 11/19/2012.
(Ref. #36-11)

November 14, 2012

Honorable Body of the City Council
Bridgeport, Connecticut

Re: **State Project 15-358 Federal Aid Project 1015(124)
Resolution in Support of Public Information Meeting
Iranistan Avenue – Installation of Sidewalks from State Street to Railroad Avenue
Utilizing Funding from the STP-Urban Program**

Ladies and Gentlemen:

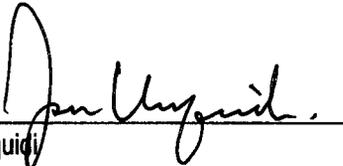
In order to proceed with project implementation for the above-referenced project, it is necessary to provide the State of Connecticut with a Resolution in support of public information meeting and public comment. A public information meeting was held on October 17, 2012. Copies of public information meeting agenda, minutes and sign in sheet are attached for your review as well as any public comment received in written form. Abutting owners came out to the meeting in favor of the proposed work.

The project was previously approved by City Council on February 6, 2012. The additional resolution acknowledging the public information meeting and public comment is required by the Department of Transportation.

We are, therefore, requesting that the City Council approve the Resolution attached.

Should you have any questions regarding the above, please do not hesitate to contact us.

Very truly yours,


Jon Urquidí
Engineering Supervisor

Enclosures

c: Mayor Bill Finch
Andrew Nunn, CAO
Charlie Carroll, Public Facilities
Bobby Kennedy, Public Facilities
David Cote, Engineering

RECEIVED
CITY ENGINEERING DEPARTMENT
NOV 15 10 29 AM '12

RESOLUTION

State Project No. 15-358

Federal Aid Project No. 1015(124)

RESOLVED, that the City of Bridgeport, through its City council, does acknowledge that a Public Information Meeting was conducted on October 17, 2012, and after consideration of input received does support the advancement of design and subsequent construction of the City's "Iranistan Avenue Installation of Sidewalks From State Street to Railroad Avenue Utilizing Funding from the STP-Urban Program, otherwise identified as State Project 15-358".

ADOPTED by the CITY COUNCIL of the City of Bridgeport, Connecticut, on the _____ day of _____, 2012.

Clerk

(Seal)

Date

AGENDA
CITY OF BRIDGEPORT PUBLIC INFORMATION MEETING

SIDEWALK REHABILITATION ON IRANISTAN AVENUE
FROM STATE STREET TO RAILROAD AVENUE
STATE PROJECT 15-358

WEDNESDAY, OCTOBER 17, 2012 – 6:30 P.M.
45 Lyon Terrace
Bridgeport, Connecticut 06604

I. INTRODUCTORY REMARKS

Moderator
Mr. Jon Urquidi
Engineering Supervisor
City of Bridgeport

II. DESIGN PRESENTATION

Mr. Mark J. Witek, P.E.
Project Manager
Dewberry Engineers Inc.

III. RIGHTS OF WAY PROGRAM REQUIREMENTS

Mr. Steve Degen
Connecticut Department of Transportation
Office of Right of Way

IV. AUDIENCE PARTICIPATION*

V. ADJOURNMENT

* NOTE: WRITTEN STATEMENTS OR EXHIBITS FOR THE RECORD MAY BE MADE IN PLACE OF (OR IN ADDITION TO) ORAL STATEMENTS MADE AT THIS MEETING. SUCH ADDITIONAL STATEMENTS SHOULD BE SENT TO (OR FILED AT) THE FOLLOWING ADDRESSES NO LATER THAN NOVEMBER 1, 2012.

JON P. URQUIDI
ENGINEERING SUPERVISOR
CITY OF BRIDGEPORT
45 LYON TERRACE
BRIDGEPORT, CT 06604

After the Design and Rights-of-Way presentations, the Moderator will recognize persons wishing to speak. There will be a five-minute limit on all first-time speakers. Persons wishing to speak a second time will not be recognized until after all have had an opportunity to speak. Documents and other information are available for public inspection or copy, at the following location:

CITY OF BRIDGEPORT
45 LYON TERRACE
ENGINEERING OFFICES
BRIDGEPORT, CT 06604

GENERAL INFORMATION:

This proposal is being recommended for construction under the STP-Urban Program, a Federal, State and Local cooperative effort to improve traffic flow and safety in urban areas.

The project limits are located on Iranistan Avenue starting at State Street and ending at Railroad Avenue, a total distance of approximately 1,400 feet. Iranistan Avenue is local roadway with an average width of approximately 40-feet. There is existing drainage along Iranistan Avenue and the roadway and curb has been recently reconstructed under State Project No. 15-343 (Pavement Rehabilitation on Iranistan Avenue and Capitol Avenue, Bridgeport, CT). The existing intersections at Railroad Avenue and State Street are signalized and the intersections between these two streets are stop sign controlled for traffic entering from the side streets.

The sidewalks on both sides of Iranistan Avenue are a combination of asphalt and concrete. Most of the sidewalks are in poor conditions. New concrete driveways for the properties within the project's limit were constructed in 2010 during the repaving of Iranistan Avenue (State Project No. 15-343). All of the pedestrian ramps are non-complying per ADA requirements either the ramp or landing or both. The roots of the existing trees lifted the sidewalks requiring the removal and replacement of the trees along the grass strip between the sidewalk and curb.

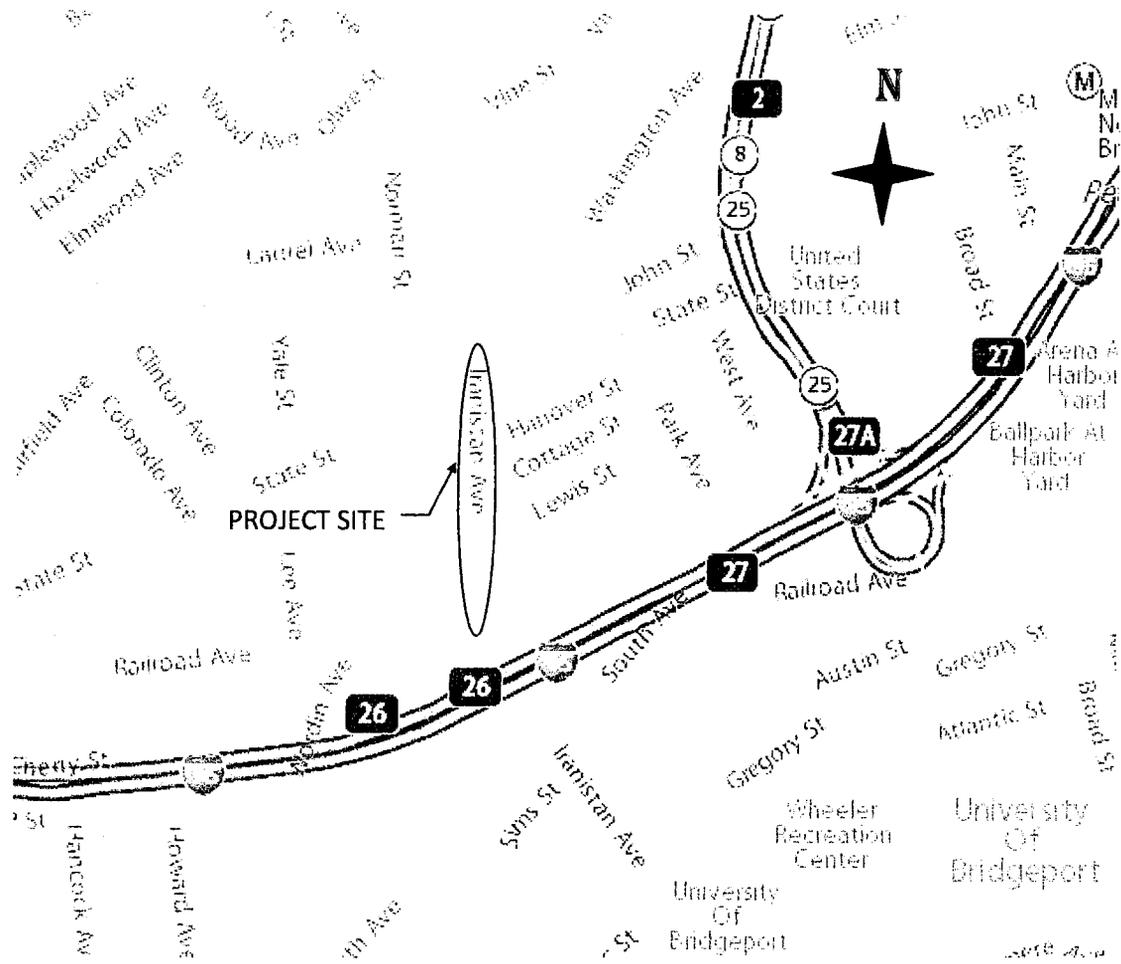
The proposed work includes construction of a six (6) feet wide sidewalk, improvement pedestrian ramps to comply with ADA requirements, removal of existing trees, and planting of new trees. Two missing pedestrian push button pedestals will be replaced, one where Iranistan Avenue meets State Street and the other at Railroad Avenue.

Based on the preliminary design estimate, the anticipated construction cost is approximately \$900,000. The Federal Highway Administration will provide 80% and the City of Bridgeport will provide 20% of the cost. The design of the project is being funded by the City of Bridgeport.

The design details for the proposal will be discussed this evening along with a tentative schedule for construction activities.

All comments and recommendations made at this evening's public informational meeting will receive careful consideration.

LOCATION PLAN



COLOR CODE FOR PRELIMINARY DESIGN PLANS

- ORANGE Proposed sidewalk and Accessible Curb Ramp reconstruction
- GREY Proposed driveway reconstruction
- GREEN Planting area

REPORT OF MEETING

PUBLIC INFORMATION MEETING OCTOBER 17, 2012 SIDEWALK REHABILITATION ON IRANISTAN AVENUE FROM STATE STREET TO RAILROAD AVENUE BRIDGEPORT, CONNECTICUT STATE PROJECT NO. 15-358

A public information meeting was held on October 17, 2012, 6:30PM at the Council Session Hall, 45 Lyon Terrace, Bridgeport, CT 06604.

Attendees: Jon Urquidi, Engineering Supervisor, City of Bridgeport
Mark J. Witek, PE, Project Manager, Dewberry Engineers Inc.
Steve Degen, Office of Rights-of-Ways, CT Department of Transportation
Thomas J. Faenza, Local Roads, CT Department of Transportation
Joelvito Villaluz, PE, Project Engineer, Dewberry Engineers Inc.

Stackholders:

Carla D. Schemes, 651 Iranistan Avenue
Roberto Quintanilla, 683 Iranistan Avenue
Jose Ruiz, 663 Iranistan Avenue
Boka Nwajagu, 768/770 Iranistan Avenue
Ethel Londono, 630 Iranistan Avenue
Robert Hostead, 55 Sterling Road, Bridgeport, CT (not a neighborhood resident)

The main items of the public meeting are as follows:

City of Bridgeport introductory remarks:

Jon Urquidi, Engineering Supervisor of the City of Bridgeport made the following introductory remarks;

The project will be 80% federally funded under surface transportation program and the 20% will be put up by the City of Bridgeport.

The project generally entails replacement of the existing bituminous and concrete sidewalks on Iranistan Avenue. The existing sidewalks are in disrepair and removing the street trees along the sidewalk, which are causing the disrepair of the sidewalks, and replacing them with a more suitable species with double the amount of street trees. All sidewalks will be concrete and all sidewalk ramps will be ADA accessible.

Dewberry's design presentation:

Mark Witek, Professional Engineer with Dewberry Engineers Inc. discuss the main design/landscape entities of the project.

The project will replace approximately 2800 feet of sidewalk (1400 on each side) on Iranistan Avenue from Railroad Avenue to State Street. Accessible Concrete Ramps will be installed at the intersections.

Some of the adjacent properties have walls and fences. Where the elevation of the new sidewalk will be changed, the plan calls for the sidewalk to include a curb along the back side to protect the adjacent walls and fences from being undermined.

There may be some impacts to adjacent fences or walkways to the homes. Individual property owners with property that will be impacted will be contacted.

Not disturbing the existing curb, but the existing street trees will be removed by cutting the trees and grinding the root system to remove the roots under in the grass strip and under the sidewalks. For every 10 trees that are removed, approximately 22 new trees will be planted.

A root barrier system will be installed to deflect the roots downward as they grow and help prevent future damage to the sidewalks as the trees grow. Several different species of trees are being planted to prevent all trees to be lost if an insect or disease attacks a specific type of tree. The selection of trees also took into consideration the height of the trees and the need for lower growing trees under the power lines.

As part of the project, two missing pedestrian crosswalk pedestals will be replaced. One at southwest corner of Railroad Avenue and Iranistan Avenue and another at the northeast corner of State Street and Iranistan Avenue.

Roads Right-of-Way Office, CT Department of Transportation:

Steve L. Degen of the Roads Right-of-Ways office of the Connecticut Department of Transportation, discussed the rights-of-ways program requirements.

The plans being presented appears to indicate that most of the impacts are temporary in nature. It is possible that there may be a need for a right to install a fence or modify a sidewalk. Additional research is needed to verify the impacts, but at this time it appears that the rights are temporary in nature.

Stackholders Reactions/Comments:

Carla D. Schemes, 651 Iranistan Avenue (914) 654-9106 [STAR54@MSN.com] – Ms. Schemes requested that a driveway apron be added along her property where there is a gate in the fence. She was asked to provide a permit that shows the location and it may be possible to install the sidewalk to the driveway apron standard when installing the concrete walk at the proposed driveway location.

Roberto Quintanilla , 663 Iranistan Avenue (203) 384-6243 – (did not speak)

Jose Ruiz, 663 Iranistan Avenue, (203)367-4190 – Mr. Ruiz thanked the project team and said that the trees and the proposed work was a good thing.

Boka Nwajagu, 768/770 Iranistan Avenue, (203)281-9301 – Mr. Nwajagu said that the new trees and sidewalks was good news for the residents.

Ethel Londono, 630 Iranistan Avenue, (203) 334-9004 – Ms. Londono said she was in favor of the project

Robert Hostead, 55 Sterling Place, 203-362-7757 (not a neighborhood resident) – Mr. Hostead said that he wanted only the bad trees to be removed and wanted to preserve the existing trees. He felt the trees had 30 years of growth and were in their prime. He felt the trees cooled the area and could be saved if the sidewalks were redesigned at a higher elevation with a base (trap-rock) that would provide the roots a path to grow. He also stated that interlocking sidewalk slabs would prevent the roots from lifting them.

Meeting was adjourned at 7:15PM



LEGAL PAD
50 SHEETS
W1011



Radio Information Meeting
TRANSITION SIDEWALKS

1/1/00
1/1/00

Name

Address

Phone No

STAR54@MGN.COM

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

1. [Name] 651 Iranistan Ave. 203-218-9301
 2. [Name] 651 Iranistan Ave. 203-218-9301
 3. Boka Nwajagu 768/770 Iranistan Av. 203-218-9301
 4. [Name] 736 7/11/00 203-218-9301
 5. [Name] 51 [Name] 203-218-9301



CITY OF BRIDGEPORT
ENGINEERING DEPARTMENT

CITY HALL - 45 Lyon Terrace
Bridgeport, Connecticut 06604-4023
Telephone (203) 576-7211
Fax (203) 576-7254

September 26, 2012

Hon. Joseph I. Lieberman
U. S. Senator
1 Commercial Plaza, 7th Floor
Hartford, CT 06103

EXAMPLE

Re. State Project 15-358 Federal Aid Project 1015 (124)
Iranistan Avenue Sidewalk Rehabilitation

Dear Senator Lieberman:

The City of Bridgeport has completed preliminary design for the rehabilitation of Iranistan Avenue sidewalks from the intersection of State Street to the intersection of Railroad Avenue in the City of Bridgeport Connecticut. The proposed improvements include the reconstruction of concrete sidewalks and sidewalk ramps, reestablishment of the grass strip area, minor grading, and the replacement of street trees.

The City will conduct a public information meeting on October 17, 2012, at 6:30 PM at City Hall, Wheeler Rooms A and B, 45 Lyon Terrace, Bridgeport, Connecticut. Representatives from the City of Bridgeport Engineering Department and the design firm of Dewberry, Inc., will present preliminary design plans, answer questions pertaining to the project and gather public comments. Plans are available for viewing at the Engineering Office at 45 Lyon Terrace between the hours of 9:00 a.m. and 5:00 p.m. Monday through Friday.

Based upon a preliminary assessment, the construction cost will be approximately \$200,000.00. The Federal Highway Administration through the Urban Component of the Surface Transportation Program will provide 80% of the construction cost with the City providing 20%. The design of this project is scheduled to be completed by early 2013 with advertisement in the Spring of 2013.

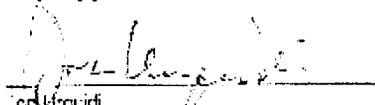
It is the City's and the State's policy to keep persons informed and involved when such projects are undertaken. It is important that the community share its concerns with us to assist in the project's development.

If you are unable to attend the meeting and have questions or wish to comment, please forward written comments or questions to Jon Urquidi, Engineering Supervisor, City of Bridgeport, City Hall, 45 Lyon Terrace, Bridgeport, Conn. 06604-4023 by October 31, 2012.

Individuals in need of auxiliary aids for effective communications in programs and services of the City of Bridgeport are also invited to make their needs and preferences known to me at 203-576-7211, at least five working days prior to the meeting date.

Anyone interested in obtaining further information or providing input may do so by contacting me at 203-576-7211 or via email at jon.urquidi@bridgeportct.gov

Very truly yours,


Jon Urquidi
Engineering Supervisor

cc: Hugh H. Hayward, P.E., Principal Engineer - Highway Design, ConnDOT
Robert W. Iko, Supervisor - Office of Rights of Way, ConnDOT
Dennis Buckley, Planning and Zoning Department
Joseph Gaudelli, Chief of Police
Brian Rooney, Chief of Fire Department
Dave Ceto, Acting City Engineer



CITY OF BRIDGEPORT
ENGINEERING DEPARTMENT

CITY HALL - 45 Lyon Terrace
Bridgeport, Connecticut 06604-4023
Telephone (203) 576-7211
Fax (203) 576-8151

September 26, 2012

TO: ABUTTING PROPERTY OWNERS

Re State Project 15-358 Federal Aid Project 1015 (124)
Iranistan Avenue Sidewalk Rehabilitation

Dear Sir/Madam:

The City of Bridgeport has completed preliminary design for the rehabilitation of Iranistan Avenue sidewalks from the intersection of State Street to the intersection of Railroad Avenue in the City of Bridgeport Connecticut. The proposed improvements include the reconstruction of concrete sidewalks and sidewalk ramps, reestablishment of the grass strip area, minor grading and the replacement of street trees.

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Based upon a preliminary assessment, the construction cost will be approximately \$800,000.00. The Federal Highway Administration through the Urban Component of the Surface Transportation Program will provide 80% of the construction cost with the City providing 20%. The design of this project is scheduled to be completed by early 2013 with advertisement in the Spring of 2013.

It is the City's and the State's policy to keep persons informed and involved when such projects are undertaken. It is important that the community share its concerns with us to assist in the project's development.

If you are unable to attend the meeting and have questions or wish to comment, please forward written comments or questions to Jon Urquidí, Engineering Supervisor, City of Bridgeport, City Hall, 45 Lyon Terrace, Bridgeport, Conn. 06604-4023 by October 31, 2012.

Individuals in need of auxiliary aids for effective communications in programs and services of the City of Bridgeport are also invited to make their needs and preferences known to me at 203 576-7211, at least five working days prior to the meeting date.

Anyone interested in obtaining further information or providing input may do so by contacting me at 203 576-7211 or via email at jon.urquidi@bridgeportct.gov

Very truly yours,

Jon Urquidí
Engineering Supervisor

cc: Hugh H. Hayward, P.E., Principal Engineer - Highway Design, ConnDOT
Robert W. Iko, Supervisor - Office of Rights of Way, ConnDOT
Dennis Buckley, Planning and Zoning Department
Joseph Gaudett, Chief of Police
Brian Rooney, Chief of Fire Department
Dave Cote, Acting City Engineering
Charlie Carroll, Public Facilities
Bobby Kennedy, Public Facilities

Engineering:15-358 Iranistan Avenue Sidewalks/PublicInformation/NotificationLetter Property Owners.9.26.12

Urquidi, Jon

From: Urquidi, Jon
Sent: Wednesday, November 14, 2012 12:59 PM
To: 'Danielle Briand'
Subject: RE: Opposition to Tree Removal on Iranistan Avenue

Ms. Briand

I apologize for the delay in my response.

First of all I would like to thank you for making your opinions know and caring about the City. Please know that we do not take this type of activity lightly. The City is in the process of implementing a green initiative and does not like removing trees. In some situations, like this one, we need to take into account not only the preservation of trees but also the underlying affects they have on their surrounding areas. Consider first the fact that we are spending \$800,000+ to rehab these sidewalks. It's not as if we can remove just the area of the sidewalks? We need to form around the new sidewalks. In some cases the trees are in direct line of the formwork or even the sidewalks themselves. These existing trees that are present are very clearly not suitable for this application. They will continue to grow and destroy any new sidewalks we put in. At some point it becomes a choice between saving trees at all costs and making responsible decisions concerning the safety of the general public walking on the sidewalks not to mention the cost of public infrastructure dollars.

The fact remains that the existing trees are heaving the sidewalks as much as 12 inches and causing a serious public safety problem. People on Iranistan no longer walk on the sidewalk. They walk in the street because the sidewalks are impassable in some locations. Especially those people who are handicapped. In order to properly install new sidewalks and ADA compliant ramps the trees need to be severely cut back undermining the trees root structure (and in some cases the tree trunks themselves) and killing the tree. We cannot go to the expense of reconstructing sidewalks only to have the existing trees destroy them again.

The plan is to remove all trees and replace with roughly 2.7 trees for every tree removed. That is a removal of 36 trees and a replacement with 96 new trees. The new trees will be a species suitable for the application and will be protected by a root barrier that will force roots away from the sidewalk area instead of into the sidewalk area.

I agree with you that the City does deserve more, especially the residents in this area who have come out in full support of this project. They have dealt with the existing situation for far too long and deserve to have a more appealing streetscape in front of their property. One which they can enjoy without the worry of someone getting seriously injured on a sidewalk that is in disrepair because the tree species selected was not appropriate. Again we are not in the habit of cutting down trees. We are only trying to rectify a mistake that was made some 25 years ago and has had serious consequences on the welfare of citizens on Iranistan Avenue.

I thank you for your time and hope that I have addressed your concerns. Should you have any questions about this project please do not hesitate to contact me.

Jon

Jon P. Urquidi
Engineering Supervisor
City of Bridgeport
45 Lyon Terrace
Bridgeport, Connecticut 06604
Phone: 203-576-7211
Fax: 203-576-7154
Jon.Urquidi@bridgeportct.gov

From: Danielle Briand [mailto:danielle@briandpruslow.com]
Sent: Sunday, October 28, 2012 2:58 PM
To: Urquidi, Jon
Cc: mgbrown@ctpost.com; Darren J Pruslow
Subject: Opposition to Tree Removal on Iranistan Avenue

Hi Jon,

As a new business owner in Bridgeport, I would like to voice my opposition to the current plan to remove the Sophora Japonica trees on Iranistan Avenue in order to accomodate sidewalk reconstruction there. I decided to open my business in Bridgeport because I have lived in Fairfield County my entire life and I have always had an interest in helping to contribute in some measure to uplifting this city. In my opinion, ripping down mature (and, apparently historic) trees in an urban setting that is already barren of green space would negatively impact the quality of life for Bridgeport residents. This city and its residents deserve more.

I came to learn about the tree removal plan through Marian Gail Brown's column in the CT Post. I thought her suggestions for implementing new technologies that would allow the city to achieve its objective of maintaining public safety while preserving the trees were very thoughtful and certainly worth considering. It goes without saying that there will be no way to undue the senseless act of cutting those trees down.

I hope you take these thoughts into consideration. I often eat out on Iranistan and will keep my eye on this one.

Thank you,

Danielle Robinson Briand

--
Danielle Robinson Briand, Esq.
The Law Offices of Briand and Pruslow, LLC
647 Clinton Ave --- Bridgeport, CT 06605
(p) (203) 309-0800 (f) (203) 309-0801
danielle@briandpruslow.com
www.briandpruslow.com

Urquidi, Jon

From: Urquidi, Jon
Sent: Wednesday, October 24, 2012 2:34 PM
To: 'Jack Curtis'; Hladun, Steve; Grabarz, Ted; Carroll, Charles
Subject: RE: Iranistan Avenue Trees
Attachments: IMG_0028.JPG; IMG_0031.JPG; IMG_0032.JPG; IMG_0036.JPG

Jack

We will revisit the planting detail.

That is a big "may" considering we are spending \$800,000+ to rehab these sidewalks. It's not as if we can remove just the area of the sidewalks? We need to form around the new sidewalks. In some cases the trees are in direct line of the formwork or even the sidewalks themselves. These trees that are present are very clearly not suitable for this application. They will continue to grow and destroy any new sidewalks we put in. At some point it becomes a choice between saving trees at all costs and making responsible decisions concerning the safety of the general public walking on the sidewalks not to mention the cost of public infrastructure dollars.

Charlie

I would suggest that we revisit this with the Mayor.

Jon

Jon P. Urquidi
Engineering Supervisor
City of Bridgeport
45 Lyon Terrace
Bridgeport, Connecticut 06604
Phone: 203-576-7211
Fax: 203-576-7154
Jon.Urquidi@bridgeportct.gov

-----Original Message-----

From: Jack Curtis [mailto:jcurtis@jackcurtisassociates.com]
Sent: Wednesday, October 24, 2012 2:17 PM
To: Urquidi, Jon; Hladun, Steve; Grabarz, Ted
Cc: Carroll, Charles
Subject: RE: Iranistan Avenue Trees

Jon,

Thank you for the attached landscape plan. Upon review of sheet 14, detail #2, the tree planting detail indicates having the new trees installed with guy wires or cables which could present a pedestrian tripping hazard adjacent to the new walkway pavement along Iranistan Avenue. Wouldn't installing two 7' high wood tree stakes to stabilize the root balls at each tree parallel to the walk be safer?

Cutting only the roots that are directly under the concrete pavement that has raised up may not kill the existing trees if the responsible roots are cleanly cut because the cut roots

will regenerate. Installing Bio Barrier fabric along the edge of the new concrete or under the aggregate base for the new concrete pavement should prevent the current problem from reoccurring while saving the existing trees if they that are in good condition.

Jack Curtis, FASLA
Principal
Jack Curtis & Associates
500 Purdy Hill Road
Monroe, CT 06468
203.452.0797 / T
203.268.4506 / F
jcurtis@jackcurtisassociates.com

-----Original Message-----

From: Urquidi, Jon [mailto:Jon.Urquidi@Bridgeportct.gov]
Sent: Wednesday, October 24, 2012 11:23 AM
To: Hladun, Steve; Grabarz, Ted; 'Jack Curtis'
Cc: Carroll, Charles
Subject: RE: Iranistan Avenue Trees

We are installing a tree root barrier on the project to prevent this in the future. Fact remains that the trees that are existing are heaving the sidewalks as much as 12 inches and causing a serious public safety problem.

People on Iranistan do not walk on the sidewalk. They walk in the street because the sidewalks are impassable in some locations. In order to properly install new sidewalks and ADA compliant ramps and sidewalks the trees need to be severely cut back undermining the trees root structure and killing the tree. We cannot go to the expense of reconstructing sidewalks only to have the existing trees destroy them again.

The plan is to remove all trees and replace with roughly 2.2 trees for every tree removed. The new trees will be a species suitable for the application and will be protected by a root barrier that will force roots down instead of into the sidewalk area.

Attached is the landscape plan for removal of trees and replacement. Let me know if you would like to see full plans. I have them in my office.

Jon

Jon P. Urquidi
Engineering Supervisor

City of Bridgeport
45 Lyon Terrace
Bridgeport, Connecticut 06604
Phone: 203-576-7211
Fax: 203-576-7154
Jon.Urquidi@bridgeportct.gov

From: Jack Curtis [mailto:jcurtis@jackcurtisassociates.com]
Sent: Monday, October 22, 2012 11:44 AM
To: Hladun, Steve
Cc: Grabarz, Ted
Subject: Iranistan Avenue Trees

Steve,

I just heard that over 100 mature trees along Iranistan Avenue near Seaside Park are scheduled to be removed under a DOT plan. Isn't there another way to avoid the tree removal and to reduce the \$ 880,000. cost of construction?
If the problem of the tree roots is causing uprooting of the sidewalk, one option in the future to avoid this type of problem would be to install a product known as Biobarrier by Fiberweb, Inc. between subsoil and the aggregate base course for the walkway pavement or along the edge of the pavement. Attached is product information. I have had success using this product for the past twenty five years.

Jack

Jack Curtis, FASLA
Principal

Jack Curtis & Associates

500 Purdy Hill Road
Monroe, CT 06468

203.452.0797 / T
203.268.4506 / F

jcurtis@jackcurtisassociates.com

Urquidi, Jon

From: Urquidi, Jon
Sent: Wednesday, November 14, 2012 1:43 PM
To: 'Robert Halstead'
Subject: RE: Iranistan Avenue Sidewalk and Tree Replacement Project

Mr. Halstead

I apologize for the delay in my response.

First of all I would like to thank you for making your opinions know and caring about the City. Please know that we do not take this type of activity lightly. The City is in the process of implementing a green initiative and does not like removing trees. In some situations, like this one, we need to take into account not only the preservation of trees but also the underlying affects they have on their surrounding areas. Consider first the fact that we are spending \$800,000+ to rehab these sidewalks. It's not as if we can remove just the area of the sidewalks? We need to form around the new sidewalks. In some cases the trees are in direct line of the formwork or even the sidewalks themselves. These existing trees that are present are very clearly not suitable for this application. They will continue to grow and destroy any new sidewalks we put in. At some point it becomes a choice between saving trees at all costs and making responsible decisions concerning the safety of the general public walking on the sidewalks not to mention the cost of public infrastructure dollars.

The fact remains that the existing trees are heaving the sidewalks as much as 12 inches and causing a serious public safety problem. People on Iranistan no longer walk on the sidewalk. They walk in the street because the sidewalks are impassable in some locations. Especially those people who are handicapped. In order to properly install new sidewalks and ADA compliant ramps the trees need to be severely cut back undermining the trees root structure (and in some cases the tree trunks themselves) and killing the tree. We cannot go to the expense of reconstructing sidewalks only to have the existing trees destroy them again.

From an environmental and aesthetic prospective the project will actually greatly improve the current conditions. The plan is to remove all trees and replace with roughly 2.7 trees for every tree removed. That is a removal of 36 trees and a replacement with 96 new trees. The new trees will be a species suitable for the application and will be protected by a root barrier that will force roots away from the sidewalk area instead of into the sidewalk area. The streetscape will have a suitable tree species that will not damage the sidewalks and will not grow into the overhead wires.

As far as your concerns as to public participation I would have to disagree that there was a lack of planning or request for public input. We not only put up a display ad in City hall but also put one in the Connecticut post. All state officials and abutting property owners were sent a direct mailing describing the project. Many of the abutting owners came out in support of the project both at the Public Information meeting held on October 17, 2012 and via phone conversations thanking the City for doing something about the unsafe condition in front of their residence.

Your evaluation of possible approaches for transplanting trees, while very insightful, would probably increase the project costs to a level that would kill the project. In theory transplanting trees is a very green friendly solution but in this environment the trees being removed would require that the roadway and new curb that was installed in 2010 and cost approximately \$2 million to rehabilitate would need to be torn up. That would far exceed the

cost of new trees. Not to mention the cost of removing the trees, transporting them and then transplanting them somewhere else.

Your assessment also indicates that 70% of the trees have no impact on the sidewalk. Considering that in order to replace the sidewalks with new sidewalks would require cutting roots on all trees 12-18 inches below grade to install sidewalks I do not see how any of the trees will not be impacted. At least half of the trees pose a serious threat to overhead wires. A point that cannot be taken lightly given the amount of tree related utility damage caused by the recent Hurricane Sandy. The possibility of a "trap rock" or structural soil would be a practice used when planting new trees. Elevating the sidewalks is also not an option as it would cause significant drainage issues in an area already overburdened by drainage inadequacies. Raising the sidewalks will not cause tree roots to stop growing nor will it be conducive to making sidewalks ADA compliant. Which is an absolute necessity.

While I applaud your effort in saving trees and promoting green infrastructure I would like to point out that the residents in this area who have come out in full support of this project. They have dealt with the existing situation for far too long and deserve to have a more appealing streetscape in front of their property. One which they can enjoy without the worry of someone getting seriously injured on a sidewalk that is in disrepair because the tree species selected was not appropriate. Again we are not in the habit of cutting down trees. We are only trying to rectify a mistake that was made some 25 years ago and has had serious consequences on the welfare of citizens on Iranistan Avenue.

I thank you for your time and hope that I have addressed your concerns. Should you have any questions about this project please do not hesitate to contact me.

Jon

Jon P. Urquidi
Engineering Supervisor
City of Bridgeport
45 Lyon Terrace
Bridgeport, Connecticut 06604
Phone: 203-576-7211
Fax: 203-576-7154
Jon.Urquidi@bridgeportct.gov

From: Robert Halstead [mailto:halcar5@optonline.net]
Sent: Friday, October 26, 2012 12:14 AM
To: Urquidi, Jon
Subject: Iranistan Avenue Sidewalk and Tree Replacement Project

Dear Mr. Urquidi:

I wish to express my objection to the planned removal of trees on Iranistan Avenue as part of the State of Connecticut Department of Transportation Grant.

I recently attended an informational session at City Hall and expressed my opinion there as well. The protocol presented provided the opportunity for follow up written comment period.

My objection has to do primarily with the negative environmental and aesthetic impact that the removal of all the trees on Iranistan Avenue between State Street and Railroad Avenue would have. I also believe that if a cost benefit analysis were performed it would reveal unnecessary expenditure and the possibility that the excess funding could be used for additional tree planting and sidewalk replacement elsewhere. Perhaps streetscape improvements could be made between Railroad Avenue and South Avenue with the project funding. The cost of removal all existing trees would be exhorbitent and unnecessary. The cost of new trees would be quite expensive.

I also object to the lack of public input and neighborhood planning with how this project came about.

I understand from the presentation that removal of all the trees have to do with upheaval of sidewalks and the interference with overhead utility lines. The project calls for the planting of twice as many smaller trees with less intrusive root systems. The project would not entail driveway approaches or curbs as these two items have been installed new, relatively recently, per my observation. The project would entail new concrete sidewalks.

There are roughly 100 Japanese Pagoda (*Saphora Janonica*) trees that were planted as part of a neighborhood improvement project roughly 25 years ago. The trees are now at their peak of maturity and are providing much needed shade that may lower the average summer temperature by ten degrees, thus making a more comfortable approach to Seaside Park and providing utility bill savings on air conditioning for residents of the street. It is better for the environment and addresses global warming concerns. The trees provide an aesthetically pleasing leafy arcade and make the area more attractive and increase property values. At their current mature stage, I would say they are worth at least @2,000 each. I do not understand that the current mayoral administration claims to have an environmentally enlightened agenda and yet would promote such an environmentally unfriendly project.

Upon walking this area, I observed that roughly 70 % of the trees have little or no impact on the sidewalk. It is my conclusion that roughly 70% of the trees can be saved by constructing the new sidewalks with a raised structural subsoil using trap rock latticing that allows for root expansion as per the attached Manual for "Urban Sustainability Using Trees and Structural Soils". This proposed method would include cutting and removing the larger tree roots . It is my understanding that there is also a method for laying inter-locking concrete slabs that if heaved, would not produce a lip between slabs and provide a more gentle, manageable slope that would not pose a safety hazard. Some of the trees with excessive root growth probably should be removed. Most of the trees should be saved, in my opinion.

I believe that given the unnecessary removal and replacement of trees, the pre existing, relatively new driveway approaches that don't need replacement, and the relatively recently installed new concrete curbs, the scope of this project can be drastically narrowed down with the desirable effect of retaining the beautiful mature trees and the saving of a substantial sum of money that can stretch the project significantly to other areas to the benefit of Bridgeport residents. Certainly it is good news that our City staff would garner such a large grant but perhaps it could be spent in a more effective manner.

Thank you for the opportunity to reply.

Robert Halstead
MS City and Regional Planning
UConn Master Gardener



OFFICE OF THE MAYOR
CITY OF BRIDGEPORT, CONNECTICUT

999 BROAD STREET
BRIDGEPORT, CONNECTICUT 06604
TELEPHONE (203) 576-7201
FAX (203) 576-3913

BILL FINCH
Mayor

February 10, 2012

Hugh Hayward, PE
Division of Highway Design – Local Roads
CT Department of Transportation
P. O. Box 327546
Newington, CT 06131-7546

Re: **State Project 15-358** **Federal Aid Project 1015(124)**
Letter of Commitment
Iranistan Avenue – Installation of Sidewalks from State Street to Railroad Avenue Utilizing
Funding from the STP-Urban Program

Dear Mr. Hayward:

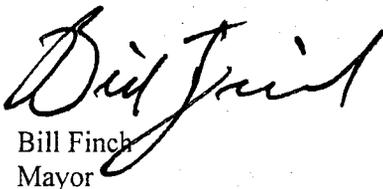
The City of Bridgeport City Council has approved the attached resolution in support of the above mentioned project. The City agrees to provide the 20% match to the 80% Federal Share for the construction costs of for the project as outlined in the STP Urban Program.

The City will notice the subject project in the Connecticut Post. A display ad has been placed in the Connecticut Post and will be posted in Bridgeport City Hall.

Please be advised that the City of Bridgeport wishes to proceed with this project as soon as possible.

Thank you for your assistance in this matter.

Sincerely,



Bill Finch
Mayor

cc: Andrew Nunn, CAO
Adam Wood, Chief of Staff
Charles Carroll, Public Facilities Director
Robert Kennedy, Public Facilities Deputy Director
Tom Sherwood, OPM
Dave Cote, Engineering
Jon Urquidi, Engineering



City of Bridgeport, Connecticut
OFFICE OF THE CITY CLERK
LEGISLATIVE DEPARTMENT

45 Lyon Terrace • Bridgeport, Connecticut 06604 • Telephone (203) 576-7081 • Fax (203) 332-5608

FLEETA C. HUDSON
City Clerk

FRANCES WILSON
Assistant City Clerk

February 13, 2012

Mr. Jon Urquidi, Supervisor
Engineering Department
City of Bridgeport, Connecticut

Dear Mr. Urquidi:

The City Council of the City of Bridgeport on February 6, 2012 adopted the following resolution **#36-11**:

State Project No. 15-358

Federal Aid Project No. 1015(124)

RESOLVED, that Bill Finch, Mayor of the City of Bridgeport, be, and hereby is authorized to sign the attached "Letter of Commitment, Iranistan Avenue – Installation of Sidewalks From State Street to Railroad Avenue Utilizing Funding from the STP-Urban Program" and any and all other documents and agreements necessary to complete the project.

Attest:


Frances Wilson
Assistant City Clerk

FWlp

Cc: Mayor Bill Finch
A. Nunn, CAO
C. Carroll, Director Public Facilities
B. Kennedy, Public Facilities
D. Cote, Engineering

Attachment: Letter of Commitment (1 page)
Project Summary Report – Project No. 15-358 (3 Pages)



City of Bridgeport, Connecticut
OFFICE OF THE CITY CLERK
LEGISLATIVE DEPARTMENT

1000 Franklin Avenue, Bridgeport, CT 06610-3000 Phone: (203) 338-2000 Fax: (203) 338-2000
1000 Franklin Avenue, Bridgeport, CT 06610-3000 Phone: (203) 338-2000 Fax: (203) 338-2000
City Clerk: Frances Wilson
Assistant City Clerk: [Name]

April 25, 2012

CERTIFICATION

I, Frances Wilson, the duly appointed, qualified and assistant city clerk of the City Council of Bridgeport and keeper of the minutes of the meetings of said City Council, do hereby certify that the appended resolution was duly adopted by said City Council at a regular meeting held on the 6th day of February, 2012; that said resolution has been duly recorded in the minutes of said meeting; and that said resolution has not been amended, rescinded or altered in any manner, and is still in full force and effect.

ATTEST:

Each page appended hereto shall exhibit the raised embossed seal of the City of Bridgeport.
Attachment: Report #36-11 totaling six (6) pages

Frances Wilson
Assistant City Clerk

FW

***36-11 Consent Calendar**

Letter of Commitment - Iranistan Avenue, Installation of Sidewalks from State Street to Railroad Avenue. Utilizing Funding from the STP-Urban Program; State Project No. 15-358, Federal Aid Project No. 1015(124).

Report

of

Committee

on

Public Safety and Transportation

Submitted: February 6, 2012

Adopted: _____

Attest: _____

Fleeta L. Hudson

City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

The Committee on **Public Safety and Transportation** begs leave to report; and recommends for adoption the following resolution:

***36-11 CONSENT CALENDAR**

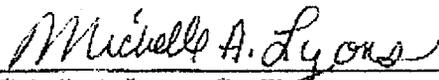
RESOLUTION

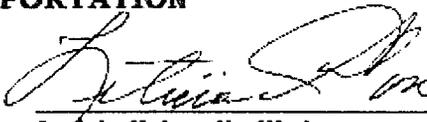
State Project No. 15-358

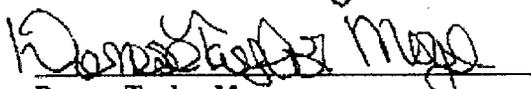
Federal Aid Project No. 1015(124)

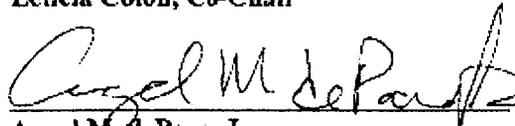
RESOLVED, that Bill Finch, Mayor of the City of Bridgeport, be, and hereby is authorized to sign the attached "Letter of Commitment, Iranistan Avenue - Installation of Sidewalks From State Street to Railroad Avenue Utilizing Funding from the STP-Urban Program" and any and all other documents and agreements necessary to complete the project.

Respectfully submitted,
**THE COMMITTEE ON PUBLIC SAFETY
AND
TRANSPORTATION**


Michelle A. Lyons, Co-Chair

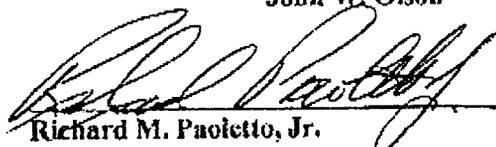

Leticia Colon, Co-Chair


Denese Taylor-Moye


Angel M. dePara, Jr.

Andre F. Baker, Jr.

John W. Olson


Richard M. Paoletto, Jr.

Date

Hugh Hayward, PE
Division of Highway Design - Local Roads
CT Department of Transportation
P. O. Box 327546
Newington, CT 06131-7546

Re: **State Project 15-358** **Federal Aid Project 1015(124)**
Letter of Commitment
Iranistan Avenue - Installation of Sidewalks from State Street to Railroad Avenue Utilizing
Funding from the STP-Urban Program

Dear Mr. Hayward:

The City of Bridgeport City Council has approved the attached resolution in support of the above mentioned project. The City agrees to provide the 20% match to the 80% Federal Share for the construction costs of for the project as outlined in the STP Urban Program.

The City will notice the subject project in the Connecticut Post. A display ad has been placed in the Connecticut Post and will be posted in Bridgeport City Hall.

Please be advised that the City of Bridgeport wishes to proceed with this project as soon as possible.

Thank you for your assistance in this matter.

Sincerely,

Bill Finch
Mayor

c: Charles Carroll, Public Facilities Director
Adam Wood, Chief of Staff
Tom Sherwood, OPM
Jon Urquidi, Engineering

Robert Kennedy, Public Facilities Deputy Director
Andrew Nunn, CAO
Dave Cote, Engineering

**City of Bridgeport
OFFICE OF ENGINEERING**

PROJECT SUMMARY REPORT

**STATE PROJECT NO. 15-358
FEDERAL AID PROJECT NO. 1015(124)
IRANISTAN AVENUE - INSTALLATION OF SIDEWALKS
FROM STATE STREET TO RAILROAD AVENUE
CITY OF BRIDGEPORT**

PURPOSE & NEED: The proposed project will improve pedestrian mobility and pedestrian safety on Iranistan Avenue from State Street to Railroad Avenue (approximately 1,420 feet) which provides direct access to Seaside Park.



Location Map

ORIGIN: In 2009, the City of Bridgeport, through the Greater Bridgeport Regional Council (GBRC), had submitted an application for funding under the ARRA Program to rehabilitate Iranistan Avenue, Project No. 15-343. Although not initially anticipated, the full-depth reconstruction of Iranistan Avenue from State Street to Railroad Avenue was required and was incorporated into Project No. 15-343.

The existing granite and concrete curbs on this section of roadway were in fair to good condition but were replaced during the project due to the excessive crown of the roadway and lack of sufficient curb reveal. As a result, the elevation of the curb was raised. The replacement of the existing sidewalks was not included in the project due to the potential delay in the project's schedule. Consequently, the top of curb elevation is higher than the adjacent sidewalk elevation which has resulted in the ponding of water and the creation of a tripping hazard. As a result, city officials have submitted an application for funding under the STP-Urban Program to replace the sidewalks on the subject section of Iranistan Avenue.

ELIGIBILITY: This section of roadway was indirectly adversely impacted by Project No. 15-343, the proposed sidewalk replacement was determined to be eligible under the STP-Urban Program.

EXISTING CONDITIONS: Iranistan Avenue is functionally classified as an urban collector roadway and provides access to the city's Seaside Park. The roadway is 40 feet wide which accommodates two travel lanes and parking lanes on both sides. The subject section of Iranistan Avenue, which has been recently reconstructed, is tangent and has uniform grades varying from 1 to 2 percent.

The 2010 ADT on this section of Iranistan Avenue was counted at 3,600 vpd. The posted speed limit within the project limits is 25 mph. On this section of Iranistan Avenue, the intersections at Railroad Avenue and State Street are signal controlled. All other intersections are side street stop controlled.

As was previously noted, the elevation of the new curbing was set higher than the adjacent sidewalks, which has created ponding and a tripping hazard. The existing sidewalks consist of a mix of concrete and bituminous concrete and are in poor overall condition although short sections are in fair to good condition. Large mature deciduous trees (approximately 50) line both sides of the roadway between the curb and the sidewalk. The root system of many of these trees have undermined and broken up sections of the sidewalk system. In several areas, there are excessive concrete and bituminous concrete material between the sidewalk and curb.

Approximately six pedestrian ramps do not meet ADA requirements and will require modification. In three of these locations, short retaining walls (approximately 3 feet high and 10 feet long) will also require replacement.

The overhead utilities within the project limits include United Illuminating Company, SNET, Cablevision of Connecticut and signalization appurtenances. Underground utilities include United Illuminating Company, Southern Connecticut Gas Company, Aquarion Water Company of Connecticut and city's sanitary sewers.

PROPOSED IMPROVEMENTS: In its application, the city of Bridgeport has proposed the replacement of approximately 1,900 feet of existing sidewalk with a 5-foot wide concrete sidewalk.

After discussions with State DOT officials, it was determined that the following additional work would be included in the project:

- Six pedestrian ramps will be modified to meet the latest ADA requirements, which will require replacement of approximately 150 feet of concrete curbing and the replacement of three small retaining walls (100 SF).
- The existing trees (approximately 50) that are located between the curb and sidewalk will be removed. To avoid disruption to the recently installed curbing, the tree stumps will be ground down to below finish grade. The trees will be replaced with more suitable plantings.
- In the area between the curb and sidewalk, the existing debris will be removed, topsoil will be placed and grass established.

Roadway Classifications: Iranistan Avenue - urban collector

Posted Speed Limit: 25 mph

Impacts

- Environmental compliance - We do not anticipate any contamination issues due to the nature of the work.
- Environmental Permits - A Coastal Area Management (CAM) consistency and a Flood Plain Management permits are anticipated under this project.
- Utilities - No impacts to overhead or underground utilities are anticipated.
- R.O.W. - None anticipated

Funding: The funding ratio for sidewalk projects, under the STP-Urban Program, matches 80% federal funds with 20% municipal funds for the Construction Phase. Since the STP-Urban Program is a reimbursement program, the city will have to bond 100% of the cost of the project and will be reimbursed by the Department as the contractor submits his bills.

The city will be responsible for 100% for the cost of the Design Phase. However, a separate PE phase will be initiated for the Department's review and oversight of the city's design, which will be funded with 80% federal funds (STP Bridgeport) and 20% state urban bonds. The City of Bridgeport will administer the construction phase and will be responsible for the advertizing, award and inspection of the project.

Preliminary Cost Estimate

The estimate and funding ratios for the following phases are as follows:

PE Phase	<u>Federal</u>	<u>State</u>	<u>Municipal</u>	<u>Total</u>
PE Phase (DOT oversight)	\$ 20,000	\$ 5,000	0	\$ 25,000
Design	\$ 0	\$ 0	100% (city)*	\$ 0
PE Phase Total	\$ 20,000	\$ 5,000		\$ 25,000
Construction Phase				
Construction Items	\$ 505,600	\$ 0	\$ 126,400	\$ 632,000
Contingencies	\$ 50,400	\$ 0	\$ 12,600	\$ 63,000
Incidentals to Construction	\$ 76,000	\$ 0	\$ 19,000	\$ 95,000
Total Construction Phase	\$ 632,000	\$ 0	\$ 158,000	\$ 790,000
Total Project Costs	\$ 652,000	\$ 5,000	\$ 158,000	\$ 815,000



CITY OF BRIDGEPORT
ENGINEERING DEPARTMENT

CITY HALL - 45 Lyon Terrace
Bridgeport, Connecticut 06604-4023
Telephone (203) 576-7211
Fax (203) 576-7154

January 9, 2012

Honorable Body of the City Council
Bridgeport, Connecticut

Re: **State Project 15-358** **Federal Aid Project 1015(124)**
Letter of Commitment
Iranistan Avenue – Installation of Sidewalks from State Street to Railroad Avenue Utilizing
Funding from the STP-Urban Program

Ladies and Gentlemen:

In order to proceed with project implementation for the above-referenced project, it is necessary to provide the State of Connecticut with a Letter of Commitment for the project. Enclosed you will find a sample letter. The total preliminary estimated cost for the construction is approximately \$800,000.00. Financing is substantially under the Urban Component of the Surface Transportation Program. Federal Funds will be utilized for 80% of the construction costs. The City's share is the remaining 20%.

We are, therefore, requesting that the City Council approve the Resolution attached and authorize Mayor Bill Finch to sign this and any other documents and agreements necessary to complete this project.

Enclosed for your review is a project summary report detailing the project.

Should you have any questions regarding the above, please do not hesitate to contact us.

Very truly yours,

Jon Urquidi
Engineering Supervisor

Enclosures

c: Mayor Bill Finch
Andrew Nunn, CAO
Charlie Carroll, Public Facilities
Bobby Kennedy, Public Facilities
David Cote, Engineering

**RESOLUTION
OF THE
BRIDGEPORT CITY COUNCIL
REGARDING THE
SURFACE TRANSPORTATION PROGRAM URBAN (STP)
INSTALLATION OF SIDEWALKS ON IRANISTAN AVENUE
FROM STATE STREET TO RAILROAD AVENUE**

WHEREAS, the Intermodal Surface Transportation Efficiency Act allocates federal funds to urban areas for the purpose of implementing various transportation improvement projects, and federal-aid funds under the Surface Transportation Program are appropriated for use in the Bridgeport Urban Area each year, and the Greater Bridgeport and Valley Metropolitan Planning Organization is authorized to select projects for funding under the Surface Transportation Program: Urban Area (STPB) account.

WHEREAS, the Connecticut Department of Transportation administers the Surface Transportation Program: Urban Area and assists municipal sponsors in the conduct of a project concept review.

WHEREAS, the City of Bridgeport is proposing to install new sidewalks to replace the existing deteriorated sidewalks on Iranistan Avenue from State Street to Railroad Avenue, and seeking federal financial assistance under the Surface Transportation Program: Urban Area designated as STPB.

WHEREAS, the City of Bridgeport will be responsible for the cost of the design the proposed improvements, assessing environmental impacts and obtain all necessary permits. There will be no Rights-Of-Way impact anticipated under this project.

WHEREAS, the *City of Bridgeport* has investigated the feasibility of constructing the proposed improvements and has completed the ConnDOT's Project Concept Review Process including:

- Review and evaluation of the proposed project by the ConnDOT and Greater Bridgeport Regional Planning Agency;
- Publishing a legal notice display advertisement and a public meeting on the proposed project;
- Presenting the proposed concept plan and cost estimates at a public information meeting.

WHEREAS, the Greater Bridgeport and Valley Metropolitan Planning Organization has endorsed the proposed project and to use federal funds available under the STPB for the proposed project.

WHEREAS, the *Mayor* and the *city council* of the *City of Bridgeport* will consider the concerns and comments of the residents, agencies and groups affected by the proposed project.

NOW THEREFORE BE IT RESOLVED that the *Mayor* and the *city council* of the *City of Bridgeport* finds that the proposed project is in the best interests of the *City of Bridgeport*, and will promote the health, safety and general welfare of its residents and provide convenience and safety of the public.

NOW THEREFORE BE IT FURTHER RESOLVED that, based on the above information, the *Mayor* and the *city council* of the *City of Bridgeport* fully supports the proposed project and will commit the necessary resources to ensure completion of the proposed project in an expeditious manner.

FURTHERMORE, the *Mayor* of the *City of Bridgeport*, or his duly authorized designee, is hereby authorized execute any and all documentation required to complete the proposed project.

Date:

(Duly Authorized Signature)

Name: _____

Title: _____

(Please Print)

RESOLUTION

State Project No. 15-358

Federal Aid Project No. 1015(124)

RESOLVED, that Bill Finch, Mayor of the City of Bridgeport, be, and hereby is authorized to sign the attached "Letter of Commitment , Iranistan Avenue – Installation of Sidewalks From State Street to Railroad Avenue Utilizing Funding from the STP-Urban Program" and any and all other documents and agreements necessary to complete the project.

ADOPTED by the CITY COUNCIL of the City of Bridgeport, Connecticut, on the _____ day of _____, 2012.

Clerk

(Seal)

Date

CERTIFICATION

(By corporate or other business entity regarding support of nondiscrimination against persons on account of their race, color, religious creed, age, marital or civil union status, national origin, ancestry, sex, mental retardation, physical disability or sexual orientation.)

I, Bill Finch, Mayor of the City of Bridgeport, an entity lawfully organized and existing under the laws of the State of Connecticut, do hereby certify that the following is a true and correct copy of a resolution adopted on the _____ day of _____, 2012, by the governing body of the City of Bridgeport in accordance with all of its documents of governance and management and the laws of the State of Connecticut, and further certify that such resolution has not been modified, rescinded or revoked and is, at present, in full force and effect.

RESOLVED, that the City of Bridgeport hereby adopts as its policy to support the nondiscrimination agreements and warranties required under Connecticut General Statutes §4a-60(a)(1) and §4a-60a(a)(1), as amended in the State of Connecticut Public Act 07-245 and Sections 9(a)(1) and 10(a)(1) of Public Act 07-142.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on this _____ day of _____, 2011.

BY: _____
Bill Finch

Title: Mayor



City of Bridgeport, Connecticut
OFFICE OF PLANNING & ECONOMIC DEVELOPMENT
MARGARET E. MORTON GOVERNMENT CENTER

999 BROAD STREET
BRIDGEPORT, CONNECTICUT 06604
TELEPHONE: (203) 576-7221
FAX: (203) 332-5611

BILL FINCH

Mayor

Comm. #166-11 Referred to ECD&E Committee on 11/19/2012

City Clerk

45 Lyon Terrace

Bridgeport, CT 06605

DAVID M. KOORIS

Director

November 14, 2012

Dear Honorable Members of the City Council:

Attached please find for your consideration:

A Resolution concerning Council approval of the Mill Hill Neighborhood Revitalization Zone By Laws and Boundaries, as proposed and delineated by the Mill Hill Revitalization Zone Planning Committee.

Other Attached Documents:

- **Mill Hill NRZ By Laws**
- **Written Description of Mill Hill NRZ Boundaries**
- **Map delineating Mill Hill NRZ**

I would ask that you please refer this item to the City Council's Committee on Economic & Community Development and Environment. I will be in attendance at the Committee's meeting to present more detailed information and to address any questions you may have. Please contact me should you need any further information prior to the Committee meeting. Thank you for your kind consideration.

Yours Truly,

Samuel Shaw

Senior Planner, Neighborhoods

OPED: Planning

Cc: Mayor Bill Finch
Andrew Nunn
Adam Wood, Chief of Staff
David Kooris, Director OPED

RECEIVED
CITY CLERK'S OFFICE
NOV 15 AM 11:20



BILL FINCH
Mayor

City of Bridgeport, Connecticut
OFFICE OF PLANNING & ECONOMIC DEVELOPMENT
DEPARTMENT OF CITY PLANNING
MARGARET E. MORTON GOVERNMENT CENTER

999 BROAD STREET
BRIDGEPORT, CONNECTICUT 06604
TELEPHONE: (203) 576-7760
FAX: (203) 576-3879

DAVID M. KOORIS
Director

MICHAEL P. NIDOH
Director of Planning

MILL HILL NEIGHBORHOOD REVITALIZATION ZONE

WHEREAS, The Connecticut State Legislation adopted Connecticut General Statute (CGS) Section 7-600 through 7-619, "Neighborhood Revitalization Zones (NRZ) (The Statute); and

WHEREAS, The Statute establishes a model for the economic revitalization of neighborhoods where a significant number of properties are foreclosed, abandoned, blighted, substandard or pose a public safety hazard; and

WHEREAS, The Statute contemplates that groups of residents, property owners, and business organizations in particularly distressed neighborhoods will develop strategic plans and work with local, state, and federal governments to revive the area; and

WHEREAS, The City of Bridgeport is suffering from foreclosed, abandoned, vacant and deteriorated properties which have become serious blights in our neighborhoods; and

WHEREAS, The Statute allows the municipality to establish one or more Neighborhood Revitalization Zones and authorizes municipalities to rethink government procedures, rules and regulations in order to build self-reliant communities; and

WHEREAS, The City Council on May 06, 1996, adopted the resolution 111-95 to establish one or more Neighborhood Revitalization Zone and expressed the City's support for their redevelopment through authorities granted to the City by State Statute; and

WHEREAS, The Mill Hill Neighborhood Revitalization Zone Planning Committee has identified and seeks Council approval of the boundaries of the Mill Hill NRZ (Attachment); and

WHEREAS, The Mill Hill Neighborhood Revitalization Zone Planning Committee has formulated and seeks Council approval of the Mill Hill NRZ By Laws;

NOW, THEREFORE BE IT RESOLVED, That the Mill Hill Neighborhood Revitalization Zone Boundaries and By Laws be adopted pursuant to CGS Section 7-600 through 7-619, and City Council Resolution 111-95; and

BE IT FURTHER RESOLVED, That the City Ordinance is amended to reflect this designation in accordance with the State Statutes.

Mill Hill Neighborhood Revitalization Zone

Planning Committee By Laws

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MILL HILL NEIGHBORHOOD REVITALIZATION ZONE BY-LAWS

November 14, 2012

Article I

Section 1.1: Name

The name of the organization shall be the Mill Hill Neighborhood Revitalization Zone (NRZ) Planning Committee, hereinafter referred to as Mill Hill NRZ Planning Committee.

Section 1.2: Offices

The principal location of Mill Hill NRZ Planning Committee shall be in the Mill Hill neighborhood of Bridgeport, Connecticut. All meetings of the Mill Hill NRZ Planning Committee shall take place within the Mill Hill Neighborhood of Bridgeport. Sub-Committee meetings may take place where deemed convenient to the participating sub-committee members.

Article II

Section 2.1: Mission Statement

In accordance to Public ACT 94-240 of the Connecticut General Statutes, an Act to Establish the Neighborhood Revitalization Zone, the Mill Hill NRZ Planning Committee shall be responsible for formulating an NRZ Strategic Plan. The primary mission of the Mill Hill NRZ Planning Committee is to improve and preserve the Mill NRZ neighborhood through the collaborative efforts of the residents and other stakeholders, including but not limited to, representatives of businesses; non-profit organizations; health and other service providers; cultural and religious institutions; and organized community associations. The main goal is to improve the quality of life, and to protect and advance the well being of the community. The objectives are to increase the income levels of residents by advancing economic development and job creation; to improve educational achievements; to increase home ownership and to create affordable housing; and to assist in the creation of services for the youth, the elderly, and other disadvantaged members of the community. This organization shall not be affiliated with any political party, organization or group. Furthermore, the Mill Hill NRZ Planning Committee shall not endorse candidates for political offices.

Section 2.2: Boundaries

The boundary of the Mill Hill Neighborhood Revitalization Zone (NRZ) shall be the existing Neighborhood boundary of Mill Hill Neighborhood, as defined by the 139th City of Bridgeport Council District. The Neighborhood Map of the City is attached at the end as "Appendix A" and constitutes as part of these By-laws.

Article III Membership

Section 3.1: General Membership

The General Membership constitutes those persons who live within the boundaries of the Mill Hill Neighborhood Revitalization Zone (NRZ). The General Membership shall be responsible for electing the Planning Committee; Adoption and Amendment of the By-Laws and approval of the Mill Hill NRZ Strategic Plan.

Section 3.2: Planning Committee Eligibility

Eligible members of the Mill Hill NRZ Planning Committee include residents, owners of properties located in the neighborhood, individuals and representatives of businesses, cultural, educational, social service agencies, religious and citizen organizations located in the Mill Hill Neighborhood or having a significant impact on the Mill Hill Neighborhood.

Section 3.3: Manner of Admission to Planning Committee Membership

Any person who is eligible for membership on the Mill Hill NRZ Planning Committee may become a nominee by filing a signed application with the Mill Hill Election Committee, on a form approved by the Election Committee that indicates such person desires to become a Planning Committee member. Applicants shall be reviewed by and approved by a majority vote of the General Membership. The Committee shall approve applications at the regular or special meeting of the committee that follows the NRZ's receipt of an application for membership. The Committee may establish rules of admission from time to time which it deems desirable or appropriate, provided such rules are reasonable, germane to the purposes of the Committee and regularly enforced as to all members.

Section 3.4: Planning Committee Officers

Officers of the Planning Committee shall be nominated and elected by the Planning Committee.

Article IV Meetings

Section 4.1: Notice of Meetings

Written notice of the meetings shall be distributed and received by members at least five days prior to each meeting. Members may elect to receive notice electronically by submitting an Email consent form to the planning committee at any time.

Section 4.2 Quorum

A majority five (or 5) Planning Committee Members must be present to constitute a quorum, at least three (or 3) of which must be residents.

Section 4.3: Regular Meetings.

The Mill Hill NRZ Planning Committee shall meet at least eight times per year at a location within the neighborhood boundaries and at a time and date agreed upon by the members.

Section 4.4: Voting

Decision on any question shall be made by a majority vote of those members constituting a quorum. There shall be no voting by proxy. Any member who has a personal, professional, business or other interest in any parcel of property that might be subject to the Strategic Plan shall be required to disclose said interest and shall reclude himself or herself from any vote thereon. All votes shall be recorded by Secretary of the Planning Committee, and together with minutes of meetings, shall be made available to the community-at-large.

**Article V
The Planning Committee**

Section 5.1: Membership

The Planning Committee shall consist of seventeen (17) persons. At least fifty-one percent (51%) of the Committee's members must be residents of the Mill Hill NRZ neighborhood. In addition, the City may appoint a representative as a voting member to the Planning Committee. The composition of the Planning Committee shall be as follows:

- 9 Residents (P.A. 95-340 requires that majority of Committee members be residents)
- 1 Youth Resident Representatives (13-18 years old)
- 1 "Small Business" Representatives
- 2 "Large Businesses/Employers" Representatives
- 1 Non-Resident Representatives of Owners of Investment Properties in the Mill Hill NRZ Neighborhood (Residential, Commercial or Residential)
- 2 Representatives of Churches and Other Religious Organizations
- 1 Representatives of Community Organizations and Other Non-Profits

For the purpose of this section "small business" is defined as any business operating within the Mill Hill NRZ neighborhood boundaries with 10 or fewer employees. "Large Business" is defined as any business operating within the Mill Hill NRZ boundaries with more than 10 employees. *With regard to resident members, individuals will be required to provide proof of residency within the Mill Hill (e.g., Driver's License, State Identification Card, Utility Bills, etc.).*

Section 5.2: Elections and Eligibility

Resident Property Owners and Resident Tenants must reside within the Mill Hill NRZ neighborhood. All other members of the Mill Hill NRZ Planning Committee may reside outside of the Mill Hill NRZ neighborhood, as long as they represent a business, church or other religious organization, community organization or other non-profit, or public

sector entity that is located within the Mill Hill NRZ neighborhood or substantially impacts the Mill Hill NRZ community.

Section 5.3 Election and Representation

Election of representatives to the Mill Hill NRZ Planning Committee shall take place once per year. Planning Committee members shall be elected by the General Membership at its organizational meetings. The Elections Committee shall review nominations and make recommendations. Elections of members shall take place within One Hundred Twenty (120 days) of the approval by the City of Bridgeport of a resolution designating the Mill Hill NRZ community as an NRZ pursuant to state statute.

Section 5.4 Term of Office

Members of the Planning Committee shall serve for a period of one (1) year, or until such time as an NRZ Strategic Plan has been approved by the City and passed on to an NRZ Implementation Committee, at which time the Planning Committee shall be dissolved, whichever is shorter.

Section 5.5: Termination of Membership; Resignation

A person's membership shall terminate upon death, termination, expulsion, failure to pay dues (if any are required), failure at any time, to satisfy the eligibility qualifications set forth in Section 2.1 above, unannounced absence from 3 consecutive meetings, or dissolution or expiration of the Mill NRZ. Such termination shall be effected by a majority vote of the Planning Committee. Any member may resign by delivering a written resignation to the Committee Chair or recording secretary. Upon termination or resignation of membership, all rights and privileges of the member in on the Committee and its property shall cease.

Article VI

Section 6.1: Motions and Proposals

Proposals may be introduced to the committee by any member. If more than one group has such an interest, any and/or all of them may introduce a measure. A proposition which is re-introduced after being tabled at a previous meeting may be tabled again if a majority of committee members vote to table it again.

Section 6.2: Amendments

Amendments to the By-laws may be proposed in writing to the Planning Committee if at least three members of the Planning Committee request and amendment to the By-laws. Any amendment shall require a 3/4 vote of all Committee members to take effect.

Article VII Officers and Committees

Section 7.1: Name and Number

Since the purpose of the NRZ Planning Committee is to formulate a Strategic Plan for the Mill Hill NRZ, the only officers shall be a President, whose responsibility shall be to preside over meetings of the Committee, a Vice-President, who shall act in the President's place in his or her absence, and a Secretary, who shall be responsible for maintaining records of the Planning Committee, recording minutes and votes, and providing notice of meetings to the Planning Committee and notice of public hearings or forums to the community at large. The offices of President, Vice-President, and Secretary shall be elected for one-year terms by a majority vote of the members of the Planning Committee.

Section 7.2: Subcommittees

The Mill Hill NRZ Planning Committee may consist of but not be limited to the following Subcommittees, each of which will be assigned tasks and meet according to a schedule determined by the membership at large: (1) Economic Development; (2) Education; (3) Open Space & Recreation; (4) Health, Safety & Security; (5) Housing; (6) Infrastructure and Transportation; (7) Outreach and Communications; and (8) Employment and Training;

Article VIII Presentation of Plan

Section 8.1: Public Hearing

In no case shall the NRZ Planning Committee present a plan to the City of Bridgeport without first holding at least one public hearing on same, open to all residents and stakeholders within the Mill Hill NRZ community. Notice of said meeting shall be made in writing, and provided not less than two weeks prior.

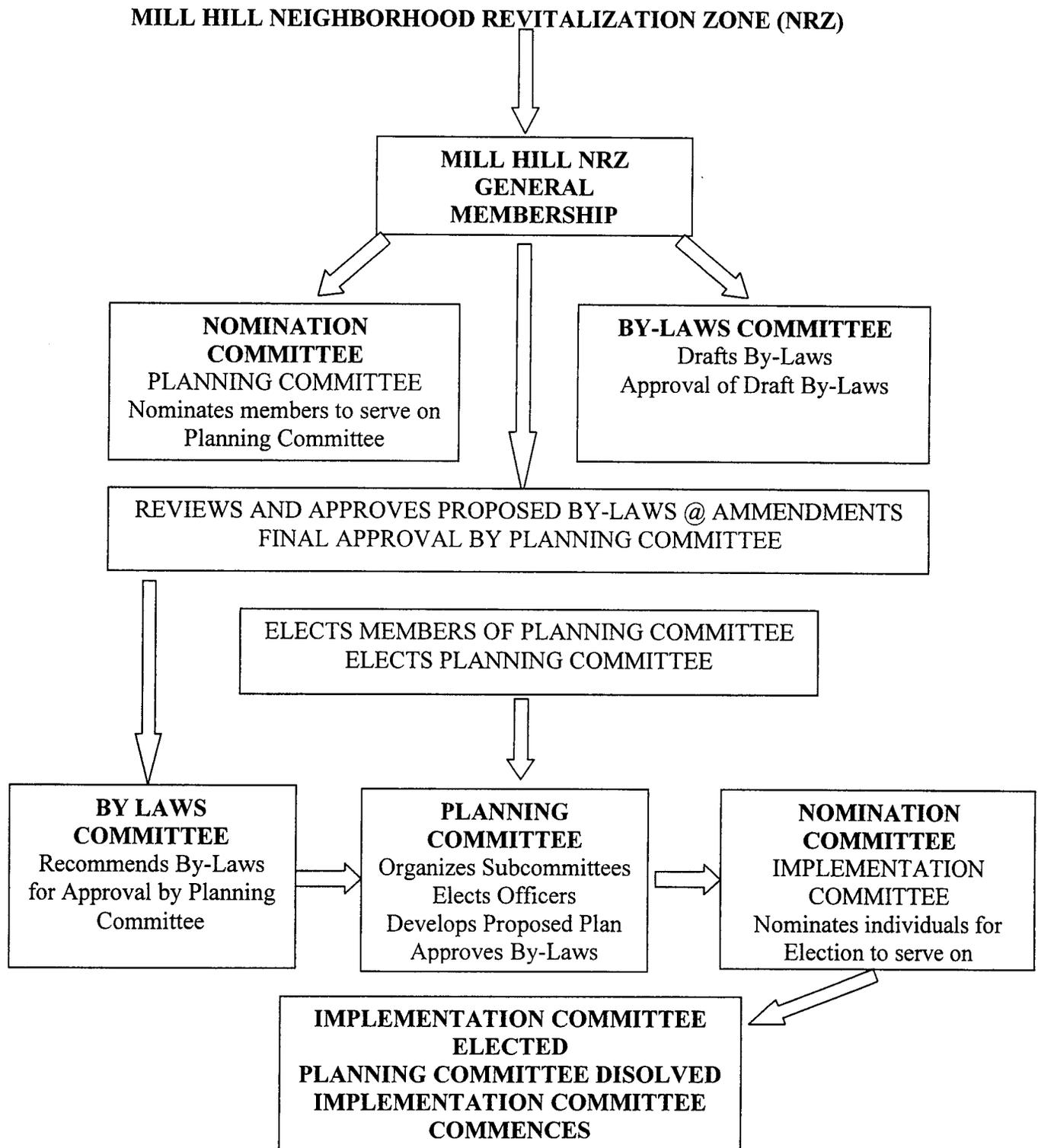
Section 8.2: Dissolution of Planning Committee

Upon approval of the NRZ Strategic Plan by the City of Bridgeport, and approval of same by the State of Connecticut, the NRZ Planning Committee will dissolve.

Section 8.3: Nomination and Election of Implementation Committee

Upon dissolution of the Planning Committee the membership shall nominate and elect the Implementation Committee. Any assets of the NRZ Planning Committee, including all work products, will be transferred to the NRZ Implementation Committee which will be a separate 501 (c) (3) tax exempt organization, whose mission will be to carry out the particulars of the Strategic Plan.

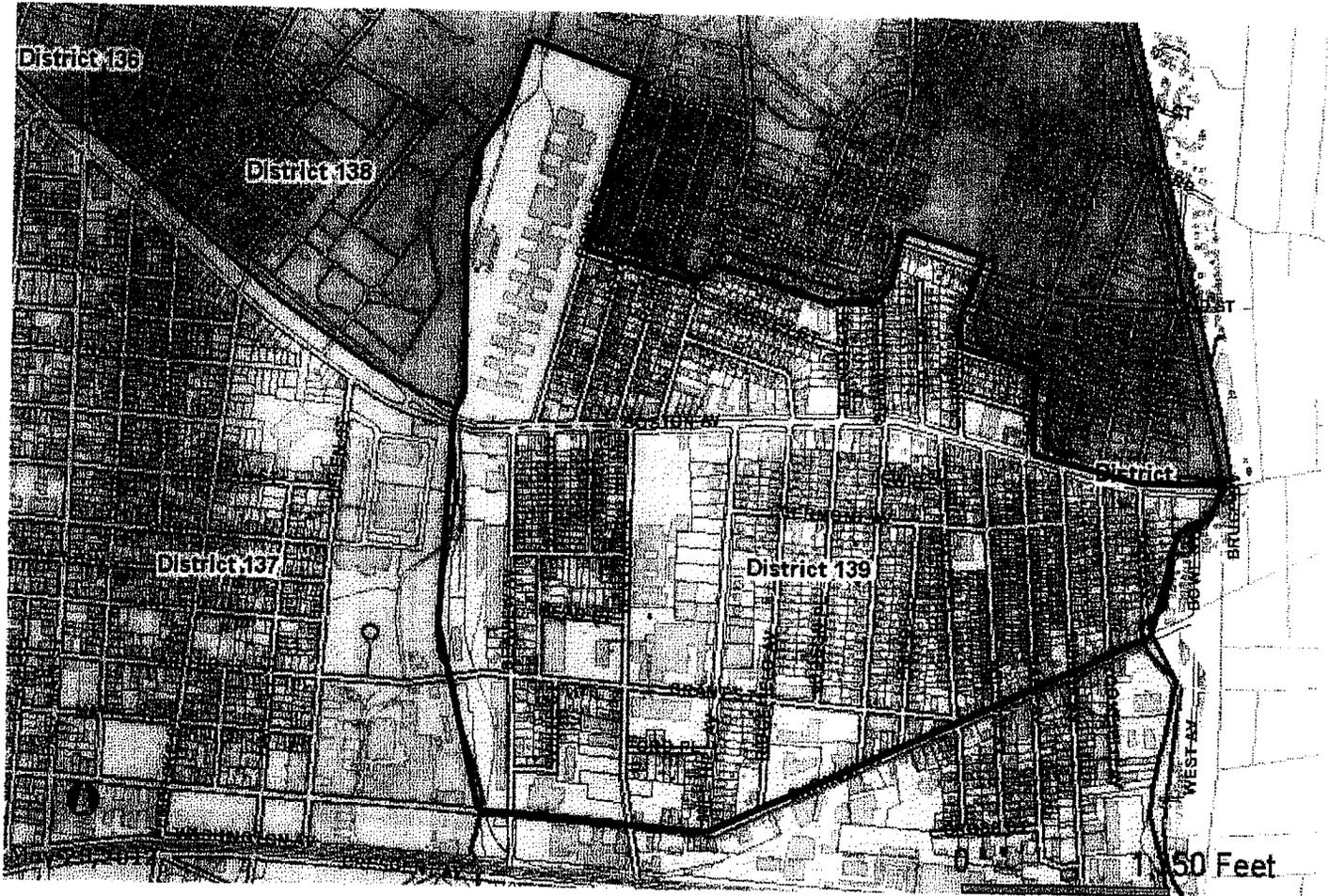
By-Laws & Planning Committee Organizational Chart



Mill Hill Neighborhood Revitalization Zone
Boundary Description & Map

Beginning at the corner and centerline of Barnum Avenue and the Junction of Yellow Mill Pond travel east along the centerline of Barnum Avenue to the centerline of Sage Avenue then: follow the Bridgeport/ Stratford Town Line to the Center line of Boston Avenue then: travel west to the centerline of Success Avenue then: travel two blocks north to the centerline of Gary Street then: travel west to the centerline of Carnegie Avenue then: travel north to the centerline of Granfield Avenue then: travel west to the centerline of Summerfield Avenue then: travel south to the centerline of Birdseye Street then: travel west to the centerline of Palisade Avenue then: travel southwest to the centerline of Tudor Street then: west to the centerline of Bond Street then: north to the centerline of Stewart Street then: travel west to the Yellow River Brook then: south along the Yellow River Brook back to the beginning at the Junction of Yellow Mill Pond and the centerline of Barnum Avenue.

Mill Hill Neighborhood Revitalization Zone MAP



***138-11 Consent Calendar**

Application for Waiver to Extend Driveway Width for
St. Vincent's College located at 2660 Main
Street/Salem Street.

**Report
of
Committee
on**

Public Safety and Transportation

Submitted: November 19, 2012

Adopted: _____

Attest: _____

Fleeta C. Hudson

City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport:

The Committee on **Public Safety and Transportation** begs leave to report; and recommends for adoption the following resolution:

***138-11 Consent Calendar**

WHEREAS, Municipal Code Section 12.08.030 sets forth the requirements for driveway construction as no wider than (20) twenty feet at the sidewalk and no closer together than 25 feet from each other; and

WHEREAS, Municipal Code Section 12.08.070 sets forth an application process for any person desiring a permit for a driveway approach having a greater width than twenty (20) feet at the sidewalk, or any person desiring to establish two driveway approaches for the same property which shall be closer together than twenty-five (25) feet; and

WHEREAS, an application for a permit to construct driveways has been duly and properly submitted by the Director of Public Facilities to the City Council; Now, therefore be it

RESOLVED, That the City Council does hereby order the issuance of a permit(s) to the applicant listed below for location and purposes herein specified:

APPLICANT: Mr. Chris DeAngelis, PE
1450 Barnum Avenue, Suite 201
Bridgeport, CT 06610

PURPOSE(S): Construction of Driveways:
In excess of twenty (20) feet in width

LOCATION(S): 2660 Main Street – St. Vincent's College/Salem Street.



Report of Committee on Public Safety and Transportation
*138-11 Consent Calendar

-2-

Respectfully submitted,
**THE COMMITTEE ON PUBLIC SAFETY
AND
TRANSPORTATION**

Michelle A. Lyons

Michelle A. Lyons, Co-Chair

Vacant

Denese Taylor-Moye

Denese Taylor-Moye

Angel M. dePara, Jr.

Angel M. dePara, Jr.

Andre F. Baker, Jr.

John W. Olson

Richard M. Paoletto, Jr.

City Council Date: November 19, 2012

158-11 (A)

Integrated Prescription Drug Program Agreement with
Medco Health Solutions, Inc. for the period of October
1, 2011 thru December 31, 2013.

Report
of
Committee
on
Contracts

Submitted: November 19, 2012

Adopted: _____

Fleeta C. Hudson

Attest: _____

City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

The Committee on **Contracts** begs leave to report; and recommends for adoption the following resolution:

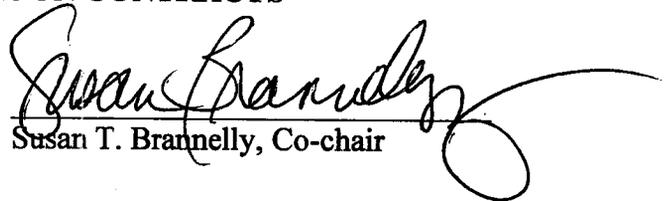
158-11 (A)

RESOLVED, That the attached Integrated Prescription Drug Program Agreement with Medco Health Solutions, Inc for the period of October 1, 2011 thru December 31, 2013 be and it hereby is, in all respects, approved, ratified and confirmed.

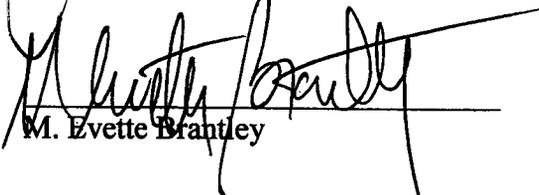
**RESPECTFULLY SUBMITTED,
THE COMMITTEE ON CONTRACTS**



Carlos Silva, Co-chair



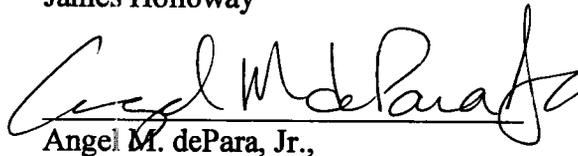
Susan T. Brannelly, Co-chair



M. Evette Brantley

James Holloway

AmyMarie Vizzo-Paniccia



Angel M. dePara, Jr.,

Richard M. Paoletto, Jr.,

INTEGRATED PRESCRIPTION DRUG PROGRAM AGREEMENT

THIS AGREEMENT is entered into as of the 1st day of October, 2011 (the "Effective Date") between Medco Health Solutions, Inc. ("Medco"), located at 100 Parsons Pond Drive, Franklin Lakes, New Jersey 07417, through Systemed, a Medco business, and City of Bridgeport ("BRIDGEPORT"), located at 45 Lyon Terrace, Bridgeport, CT 06604.

WHEREAS, the Connecticut Public Sector Coalition (the "COALITION") issued a Request for Proposal for the provision of prescription drug benefit services for COALITION Members to be provided under separate agreements to be executed between the selected pharmacy benefit manager ("PBM") and each COALITION Member; and

WHEREAS, BRIDGEPORT provides for the payment of prescription drugs and related services for persons eligible to receive such benefits through affiliation with a group that has a contract or other arrangement in effect with BRIDGEPORT; and

WHEREAS, Medco, provides prescription drug benefits programs and, in connection therewith, has established networks of participating retail pharmacies and operates a system for the processing, fulfillment and payment of claims for prescription drugs furnished by such pharmacies; and

WHEREAS, Medco's Medco By Mail mail order pharmacy affiliates are licensed pharmacies which provide prescription drugs via a mail order service; and

WHEREAS, the COALITION desires to retain the services of Medco and its subsidiaries, including Medco Health, L.L.C., as applicable, on behalf of the COALITION Members to provide a prescription drug benefit program (the "Program") including, but not limited to, retail pharmacy and home delivery pharmacy and specialty drug pharmacy services for eligible persons, point-of-care, physician office communications and cost containment initiatives developed and implemented by Medco, which may include communications with prescribers, patients and/or participating pharmacies, and financial incentives to participating pharmacies for their participation in such initiatives (collectively, "PBM Services").

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties hereto agree as follows:

1. DEFINITIONS

- 1.1. "AWP" means the average wholesale price of the Covered Drug, as set forth in the current price list in Medi-Span's Master Drug Database (MDDDB®) File if available, or other nationally recognized source determined by Medco for all clients. Under the Retail Pharmacy Program, AWP is based on the package size submitted, and for Compound Prescriptions is 1.25 times the AWP of each ingredient. Under the Mail Order Pharmacy Program, Medco will use the manufacturer's full 11-digit NDC code to determine AWP based on the AWP on the date the drug is dispensed. If Medi-Span or other applicable source changes the methodology for calculating AWP or ceases publishing or replaces AWP, or Medco utilizes another recognized pricing source or a pricing benchmark other than AWP, including prior to the Effective Date, in a way that changes the economics of the Program, the parties agree to modify the Program Pricing Terms to preserve the parties' relative economics before such changed methodology or other event.
- 1.2. "Brand Name Drugs" means all single-sourced drugs and multisource brand drugs as set forth in First Databank's National Drug Data File or such other nationally recognized source, as reasonably determined by Medco and] independently verifiable by the COALITION.

- 1.3. **"Business Days" or "business days"** means all days except Saturdays, Sundays, and federal holidays. All references to "day(s)" are to calendar days unless "business day" is specified.
- 1.4. **"COALITION"** means the Connecticut Public Sector Coalition. The parties recognize however that there is no such legal entity as the COALITION.
- 1.5. **"COALITION Member"** means each entity that participates in the COALITION, as mutually agreed between the COALITION and Medco.
- 1.6. **"COALITION Participants"** means all persons enrolled in the COALITION Program through a COALITION Member.
- 1.7. **"COALITION Program"** means the prescription drug program provided by Medco to COALITION Members, in aggregate, as set forth in the agreements between Medco and each COALITION Member.
- 1.8. **"Compound Prescription"** means a prescription that meets the following criteria: two or more solid, semi-solid or liquid ingredients, at least one of which is a Covered Drug, that are weighed or measured then prepared according to the prescriber's order and the pharmacist's art.
- 1.9. **"Contract Quarter"** means the full three (3) month period commencing on the Effective Date, and each full consecutive three (3) month period thereafter that this Agreement remains in effect.
- 1.10. **"Contract Year"** means the full fifteen (15) month period commencing on the Effective Date, and each full consecutive twelve (12) month period thereafter that this Agreement remains in effect.
- 1.11. **"Copayment" and/or "Coinsurance"** means the amount to be paid by an Eligible Person for each prescription or authorized refill as determined in accordance with the Plan Design(s).
- 1.12. **"Covered Drugs"** means drugs designated by BRIDGEPORT in the applicable Plan Design and which, under state or federal law, require a prescription, including Compound prescriptions. Excluded from Covered Drugs are (i) cosmetic drugs, (ii) appliances, devices, bandages, heat lamps, braces, splints, and artificial appliances, (iii) health and beauty aids, cosmetics and dietary supplements and (iv) OTC products ("Exclusions"). Additional Covered Drugs and/or Exclusions applicable to any individual Group will be designated by BRIDGEPORT in the applicable Plan Design.
- 1.13. **"Dispensing Fee"** means the amount payable by BRIDGEPORT pursuant to Sections 1 and 2 of Schedule A of this Agreement for a Participating Pharmacy or Medco to dispense a prescription or authorized refill to an Eligible Person.
- 1.14. **"Eligible Person"** means each person who, through affiliation with a Group, is eligible for prescription drug benefits pursuant to this Agreement, and such person's qualified dependents.
- 1.15. **"Generic Drug"** means a multisource generic drug set forth in First Databank's National Drug Data File, or such other nationally recognized source, as reasonably determined by Medco, and independently verifiable by the COALITION, that is available in sufficient supply from multiple FDA approved generic manufacturers of such drug.
- 1.16. **"Group"** means a group of Eligible Persons that have the same Plan Design as designated by BRIDGEPORT.
- 1.17. **"Integrated Program"** means a program in which Eligible Persons enrolled in such program may have prescriptions dispensed either (i) by a Participating Pharmacy under the Retail Pharmacy Program or (ii) by Medco under the Mail Order Pharmacy Program. Reference to the Retail

Pharmacy Program and/or Mail Order Pharmacy Program herein will include services performed by Medco for Eligible Persons enrolled in the Integrated Program.

- 1.18. **“MAC” or the “Maximum Allowable Cost”** consists of a list of off-patent drugs subject to maximum allowable cost payment schedules developed or selected by Medco. The payment schedules specify the maximum unit ingredient cost payable by BRIDGEPORT for drugs on the MAC list. The MAC list and payment schedules are frequently updated.
- 1.19. **“Mail Order Pharmacy Program”** means the program described in Section 4 in which Eligible Persons may submit a prescription along with the applicable Copayment/Coinsurance to Medco for dispensing via mail order.
- 1.20. **“Minimum Enrollment”** means an enrollment of not less than 27,800 Primary Eligible Participants under the Program.
- 1.21. **“Participating Pharmacy”** means a retail pharmacy that has entered into an arrangement with Medco that specifies the terms and conditions of the pharmacy’s participation, including the rates that Medco will pay the pharmacy to participate in Medco’s Broad National Network servicing BRIDGEPORT’s Program .
- 1.22. **“Plan Design”** means Program drug coverage, days’ supply limitation, Copayment/Coinsurance, Formulary (including Formulary drug selection) and other Program specifications applicable to the Program designated by BRIDGEPORT as set forth in this Agreement or otherwise documented between the parties.
- 1.23. **“Primary Eligible Participant”** means each Eligible Person, excluding Eligible Persons who are qualified dependents.
- 1.24. **“Program Pricing Terms”** means the (i) financial or pricing terms, allowances and guarantees set forth in Schedule A of this Agreement, and (ii) performance standards and penalties set forth in Section 5 of this Agreement.
- 1.25. **“Retail Pharmacy Program”** means the program described in Section 3 in which Eligible Persons may purchase Covered Drugs from a Participating Pharmacy upon verification of Program eligibility and payment of the applicable Copayment/Coinsurance, and the claim is submitted by the Participating Pharmacy to Medco for payment in accordance with this Agreement and the applicable Medco Participating Pharmacy agreement.
- 1.26. **“Specialty Drugs”** means pharmaceutical products that are generally biotechnological in nature, with many requiring injection or non-oral methods of administration, and that may have special shipping or handling requirements.
- 1.27. **“TelePAID® System” or “TelePAID®”** means Medco’s real time, on-line system for adjudicating prescription drug claims submitted by retail pharmacies.

2. BRIDGEPORT FURNISHED INFORMATION

BRIDGEPORT will promptly furnish, in a format acceptable to Medco, all information necessary for Medco to render the services set forth herein. Such information will include, but is not limited to:

- 2.1. A file of Eligible Persons, and subsequent timely additions and deletions to such file as changes occur. BRIDGEPORT will pay for any Covered Drug dispensed to a person reported by BRIDGEPORT as no longer an Eligible Person, if such notification is not received by Medco at least two (2) full business days prior to the dispensing date of such prescription.

- 2.2. Designation, in writing, of those Plan Design features to be determined by BRIDGEPORT.
- 2.3. The reimbursement terms applicable to direct reimbursement claims submitted by Eligible Persons under the Retail Pharmacy Program.
- 2.4. The type, number, and description of Medco identification cards ("Identification Cards") required under the Retail Pharmacy Program.

3. **RETAIL PHARMACY PROGRAM**

The specific features of the Retail Pharmacy Program are as follows:

- 3.1. **Program Coverage** - The Program coverage (Covered Drugs/Exclusions) and days supply limitation covered under the Retail Pharmacy Program will be as designated by BRIDGEPORT. Up to a thirty (30) day supply of Covered Drugs per prescription or refill may be dispensed under the Retail Pharmacy Program.
- 3.2. **Participating Pharmacy Networks** - Medco will maintain a Participating Pharmacy Network reasonably necessary to provide services under the Retail Pharmacy Program. Medco will have the responsibility to contract with Participating Pharmacies. Medco will be responsible for any amounts that it owes to Participating Pharmacies that exceeds the reimbursement it receives from BRIDGEPORT as specified in Section 1 of Schedule A. Medco will retain any reimbursement that it receives from BRIDGEPORT as specified in Section 1 of Schedule A that is in excess of the amounts it is obligated to pay to Participating Pharmacies.
- 3.3. **Identification Cards** - Medco will (i) produce Identification Cards for those Eligible Persons designated by BRIDGEPORT, with an accompanying explanatory brochure, and (ii) make direct reimbursement claim forms available through the www.medco.com internet site, or in response to a phone or written request, for use by Eligible Persons who have not received their Identification Cards, or have had them lost or stolen. Medco will distribute Identification Cards and claim forms to the designated Eligible Persons unless otherwise designated by the BRIDGEPORT. All costs associated with distributing and/or mailing such materials are the responsibility of BRIDGEPORT.
- 3.4. **Claim Adjudication** - Medco will adjudicate claims for prescription drug benefits in accordance with Medco's *TelePAID* System and the applicable Plan Design. Disapproved claims will be transmitted via *TelePAID* to the submitting pharmacy with a brief explanation of the cause or causes for disapproval. Should BRIDGEPORT determine that a previously disapproved claim should be approved, and so direct Medco, adjudication of the claim will be accomplished promptly by Medco. Medco is obligated to pay Participating Pharmacies for all claims adjudicated through the *TelePAID* System. BRIDGEPORT will pay Medco for these claims pursuant to Schedule A, Section 1. Medco will promptly refer to BRIDGEPORT all non-routine inquiries by insurance departments, attorneys, claimants, or other persons following the denial of any claims.
- 3.5. **Administrative Services** - Medco will provide, as applicable, the Base Administrative Services and the Additional Administrative Services set forth in Schedule A.
- 3.6. **Pricing** - The Program Pricing Terms applicable to the Retail Pharmacy Program are set forth in Schedule A, in addition to the performance standards and penalties set forth in Section 5

4. **MAIL ORDER PHARMACY PROGRAM**

- 4.1. **Program Coverage**

- 4.1.1. The Program coverage (Covered Drugs/Exclusions) and days supply limitation under the Mail Order Pharmacy Program will be as designated by BRIDGEPORT in the applicable Plan Design.
- 4.1.2. Medco's mail order pharmacies will not be required to dispense prescriptions for greater than a ninety (90) day supply of Covered Drugs per prescription or refill, subject to the professional judgment of the dispensing pharmacist, limitations imposed on controlled substances and manufacturer's recommendations. Prescriptions may be refilled providing the prescription so states. Prescriptions will not be filled (i) more than twelve (12) months after issuance, (ii) more than six (6) months after issuance for controlled drug substances, or (iii) if prohibited by applicable law or regulation.

4.2. **Dispensing Procedures**

- 4.2.1. Medco's mail order pharmacies will dispense Covered Drugs to Eligible Persons, and dispense generic drugs when authorized, in accordance with (i) applicable law and regulations in the state in which Medco's mail order pharmacy is located, and (ii) the terms of this Agreement and Plan Design(s). Any prescriptions that are not dispensed will be returned to the applicable Eligible Person with an explanation as to why it could not be dispensed in accordance with Medco's standard operating procedures.
- 4.2.2. All matters pertaining to the dispensing of Covered Drugs or the practice of pharmacy in general are subject to the professional judgment of the dispensing pharmacist.
- 4.2.3. Any drug which cannot be dispensed in accordance with Medco's mail order pharmacy dispensing protocols due to FDA or manufacturer requirements may be excluded from dispensing by Medco.

- 4.3. **Claim Adjudication** - Medco will adjudicate and pay approved claims for prescription drug benefits in accordance with Medco's *TelePAID* System and the applicable Plan Design. Should BRIDGEPORT determine that a previously disapproved claim should be approved, and so direct Medco, adjudication of the claim will be accomplished promptly by Medco. BRIDGEPORT will pay Medco for claims adjudicated through the *TelePAID* System, pursuant to Schedule A, Section 2. Medco will promptly refer to BRIDGEPORT all non-routine inquiries by insurance departments, attorneys, claimants, or other persons following the denial of any claims.

- 4.4. **Administrative Services** - Medco will provide, as applicable, the Base Administrative Services and the Additional Administrative Services set forth in Schedule A.

- 4.5. **Pricing** - The Program Pricing Terms applicable to the Mail Order Pharmacy Program are set forth in Schedule A, in addition to the performance standards and penalties set forth in Section 5. Medco will have the responsibility to contract with drug wholesalers and manufacturers regarding Medco's purchase of drugs that are dispensed by it under the Mail Order Pharmacy Program. Medco receives and retains purchase discounts for such purchases from certain manufacturers and wholesalers. Medco will be responsible for any amounts that it owes drug wholesalers or manufacturers that exceeds the amounts it charges and receives from BRIDGEPORT or Eligible Persons, as specified in Section 2 of Schedule A. Medco will retain any payment that it receives from BRIDGEPORT or Eligible Persons as specified in Section 2 of Schedule A that is in excess of the amounts it is obligated to pay to drug wholesalers or manufacturers for the purchase of such drugs that are dispensed under the Mail Order Pharmacy Program.

5. **PERFORMANCE STANDARDS AND PENALTIES**

- 5.1. The following performance standards will apply during the Initial Term of this Agreement:

- 5.1.1. The *TelePAID* System Availability Rate for each Contract Year will be 99.5% or greater. BRIDGEPORT may assess a penalty against Medco in the amount of 10% of the total amount at risk for each Contract Year that the *TelePAID* System Availability Rate averages less than 99.5% for a Contract Year. "*TelePAID* System Availability Rate" means the percentage of normal operating hours that the *TelePAID* System is operational, excluding scheduled maintenance time, measured on an annual basis.
- 5.1.2. The Dispensing Accuracy Rate for each Contract Year will be 99.996% or greater. BRIDGEPORT may assess a penalty against Medco in the amount of 10% of the total amount at risk for each Contract Year that the Dispensing Accuracy Rate is less than 99.996% for a Contract Year. "Dispensing Accuracy Rate" means (i) the number of all mail order pharmacy prescriptions dispensed by Medco in a Contract Year less the number of those prescriptions dispensed by Medco in such Contract Year which are reported to Medco and verified by Medco as having been dispensed with the incorrect drug or strength, divided by (ii) the number of all mail order pharmacy prescriptions dispensed by Medco in such Contract Year.
- 5.1.3. Medco will dispense all Non-Protocol Prescriptions received each Contract Year under the Mail Order Pharmacy Program within an average of two (2) business days following receipt. All other Mail Order Pharmacy Program prescriptions received each Contract Year will be dispensed within an average of four (4) business days following receipt by Medco. BRIDGEPORT may assess a penalty against Medco in the amount of 10% of the total amount at risk for each Contract Year that Medco fails to meet either one of these dispensing time period standards. This Section 5.1.3 does not include Specialty Drugs and is subject to a maximum penalty of 10% of the total amount at risk per Contract Year. "Non-Protocol Prescriptions" means Mail Order Pharmacy Program prescriptions for Covered Drugs received by Medco that are in stock and which do not require physician or patient contact or other non-standard procedures prior to dispensing by Medco.
- 5.1.4. Prescription Drug Plan reporting package will be made available online to BRIDGEPORT within thirty (30) business days of the end of the billing cycle that includes the last calendar day of the reporting quarter for quarterly reports. BRIDGEPORT may assess a penalty against Medco in the amount of \$100 for each report series which is not made available within the applicable time periods, subject to a maximum penalty of 10% of the total amount at risk per Contract Year.
- 5.1.5. At least 98% of all Maintenance Identification Cards issued by Medco each Contract Year will be mailed within an average of four (4) business days following Medco's receipt and update of a processable eligibility tape or transmission identifying the applicable Eligible Person(s). BRIDGEPORT may assess a penalty against Medco in the amount of 10% of the total amount at risk for each Contract Year that this standard is not met measured on a Contract Year basis. "Maintenance Identification Cards" means new Identification Cards issued to individuals who first become Eligible Persons after the Effective Date (exclusive of new Groups or Group re-enrollments) and replacement Identification Cards for Eligible Persons who have lost or had their Identification Cards stolen.
- 5.1.6. Processable maintenance eligibility transactions received by Medco via host to host, tape or floppy disc before 12:00 p.m. E.T. on any business day will be processed by Medco within an average of two (2) business days of receipt each Contract Year. BRIDGEPORT may assess a penalty against Medco in the amount of \$100 for each processable host to host, tape or floppy disc not processed by Medco within this time period, subject to a maximum penalty of 0% of the total amount at risk per Contract Year.

- 5.1.7. Medco will respond to at least 95% of written inquiries received at the address designated by Medco for such inquiries each Contract Year from an Eligible Person which requires a response (excluding appeals under Section 14.8) within an average of five (5) business days following receipt. BRIDGEPORT may assess a penalty against Medco in the amount of 5% of the total amount at risk for each Contract Year that this standard is not met measured on a Contract Year basis.
- 5.1.8. The target Average Speed of Answer ("ASA") of the Member Service Telephone Line each Contract Year will be thirty (30) seconds or less from the time a caller selects either the IVRU (Interactive Voice Response Unit) option or Member Service Representative Option. BRIDGEPORT may assess a penalty against Medco for failure to meet this standard in the amount of 5% of the total amount at risk for each Contract Year that this standard is not met measured on a Contract Year basis. "Member Service Telephone Line" means the toll-free telephone line made available for an Eligible Person, as noted on the Eligible Person's prescription identification card. This standard excludes calls to the toll-free telephone line separately established for Specialty Drugs.
- 5.1.9. The Telephone Abandonment Rate of the Member Service Telephone Line will be 3% or less of all incoming calls received during each Contract Year. BRIDGEPORT may assess a penalty against Medco in the amount of 5% of the total amount at risk for each Contract Year that this standard is not met measured on a Contract Year basis. "Telephone Abandonment Rate" means (i) the number of incoming telephone calls received by the Member Service Telephone Line during a Contract Year which are abandoned by the caller after a selection is made either to the IVRU (Interactive Voice Response Unit) system or a Member Services Representative, divided by (ii) the total number of incoming telephone calls received by the Member Service Telephone Line during such Contract Year.
- 5.1.10. Medco will respond to (process a check or reject notice) at least 97% of direct reimbursement paper claims received at the address designated by Medco for such claims each Contract Year from Eligible Persons within an average of five (5) business days following receipt at the address designated by Medco for such claims. All claims will be responded to within ten (10) business days. BRIDGEPORT may assess a penalty against Medco in the amount of 5% of the total amount at risk for each Contract Year that this rate is not met measured on a Contract Year basis. This Section 5.1.10 is subject to a maximum penalty of 5% of the total amount at risk per Contract Year.
- 5.1.11. The Claims Adjudication Accuracy Rate for each Contract Year will be 99% or greater. BRIDGEPORT may assess a penalty against Medco in the amount of 10% of the total amount at risk for each Contract Year that this standard is not met measured on a Contract Year basis. "Claims Adjudication Accuracy Rate" means (i) the number of retail claims, mail order claims and directly submitted paper claims, adjudicated by Medco in a Contract Year that do not contain a material adjudication error, divided by (ii) the number of all such claims adjudicated by Medco in such Contract Year.
- 5.1.12. The Member Satisfaction Rate for each Contract Year will be 90% or greater. A penalty of 5% of the total amount at risk per Contract Year may be assessed against Medco for failure to meet this standard. "Member Satisfaction Rate" means (i) the number of Eligible Persons responding to Medco's annual standard Patient Satisfaction Survey as being satisfied with the overall performance under the Integrated Program divided by (ii) the number of Eligible Persons responding to such annual Patient Satisfaction Survey; BRIDGEPORT must provide timely approvals and responses, and a minimum of 20% of surveys must be returned for the performance standard in this Section 5.1.12 to be applicable.

- 5.1.13. The First Call Resolution Rate for each Contract Year will be 93% or greater. This standard excludes calls to the toll-free telephone line separately established for Specialty Drugs. BRIDGEPORT may assess a penalty against Medco in the amount of 5% of the total amount at risk for each Contract Year that this standard is not met, measured on a Contract Year basis. "First Call Resolution Rate" means (i) the total number of telephone calls made by an Eligible Person and resolved by a Medco Member Service Representative on the first call as measured by the Eligible Person not calling back the Medco Member Service Call Center within five (5) days regarding the same inquiry, divided by (ii) the total number of telephone calls made by Eligible Persons and received by Medco's Member Service Call Center.
- 5.1.14. BRIDGEPORT may assess a penalty in the amount of 5% of the total amount at risk if, three (3) months after the Effective Date, those BRIDGEPORT employees who are members of the BRIDGEPORT Program implementation team do not rate Medco's performance in implementing the Program an average of 3 or better on a scale of 1 to 5 (5 being the best), provided BRIDGEPORT and any applicable third party has fully complied with all BRIDGEPORT implementation requirements established pursuant to this Section 5.1.14.
- 5.1.15. BRIDGEPORT may assess a penalty in the amount of 5% of the total amount at risk] per Contract Year if, after the first Contract Year and each successive Contract Year, those BRIDGEPORT employees who are members of the BRIDGEPORT benefits staff do not rate the Medco account team's performance for such Contract Year on average of 5 or better on a scale of 1 to 7 (7 being the best) based on a range of performance criteria agreed to between BRIDGEPORT and Medco at the beginning of such Contract Year. Additional BRIDGEPORT staff members may be included in the survey at the request of Medco.
- 5.2. Notwithstanding anything to the contrary, Medco's maximum liability under this Section 5 for any Contract Year will not exceed \$20.00 per Primary Eligible Participant with no more than 20% of the total amount at risk on any one guarantee during such Contract Year.
- 5.3. Medco shall provide BRIDGEPORT with an performance guarantee report within ninety (90) days after the end of each Contract Year.
- 5.4. BRIDGEPORT will give Medco written notice pursuant to Section 14.4 of the Agreement of any facts giving rise to BRIDGEPORT's right to assess a penalty against Medco pursuant to Section 5.1 above, within ten (10) business days after BRIDGEPORT becomes aware of such fact, and within thirty (30) days thereafter, of BRIDGEPORT's election to assess such penalty against Medco. Any penalties assessed against Medco pursuant to this Agreement, will be credited against future billings to BRIDGEPORT under the BRIDGEPORT Program in accordance with Medco's standard procedures. Should this Agreement be terminated, any penalties assessed will be paid to BRIDGEPORT.

6. **FORMULARY**

BRIDGEPORT will be a participating plan sponsor in Medco's *Preferred Prescriptions* Formulary as set forth below for the term of this Agreement. BRIDGEPORT will provide Medco with advance notice of each Group that will participate in the *Preferred Prescriptions* Formulary.

- 6.1. **Preferred Prescriptions Formulary** - The *Preferred Prescriptions* Formulary is a prescription drug formulary administered by Medco which lists FDA approved drugs that have been evaluated for inclusion on the *Preferred Prescriptions* Formulary. The drugs included on the *Preferred Prescriptions* Formulary will be modified by Medco from time to time as a result of factors including, but not limited to, medical appropriateness, manufacturer rebate arrangements, and

patent expirations. Medco will implement Medco's formulary management programs, which may include cost containment initiatives, therapeutic interchange programs, communications with Eligible Persons, Participating Pharmacies and/or physicians (including communications regarding generic substitution programs), and financial incentives to Participating Pharmacies for their participation. Compliance with the *Preferred Prescriptions* Formulary and Medco's formulary management program will result in Formulary Rebates as set forth below. Medco reserves the right to modify or replace the *Preferred Prescriptions* Formulary (including any modification or replacement, the "Formulary") and formulary compliance methods and cost containment initiatives consistent with good pharmacy practice. BRIDGEPORT agrees that Medco will be the exclusive formulary administrator for BRIDGEPORT's prescription drug benefit programs during the term of the Agreement. BRIDGEPORT is authorized to use the Formulary only for its own Eligible Persons and only as long as the Program is in effect and administered by Medco.

6.2. **Rebates** - Medco and its subsidiaries receive formulary rebates from certain drug manufacturers as a result of the inclusion of those manufacturers' branded products on the Formulary ("Formulary Rebates"). Medco also receives additional rebates and/or fees from certain manufacturers for such products, which may take into account various factors, including the utilization of certain drugs within their respective therapeutic categories for Medco's book of business in aggregate as a result of various commitments and programs including, but not limited to, formularies ("Additional Rebates and Fees"). Formulary Rebates and Additional Rebates and Fees are jointly referred to as "Total Rebates." Total Rebates does not include payments for services rendered by Medco on behalf of or to pharmaceutical manufacturers, including, for example, adherence, compliance, nursing, and other patient support services; patient referral and assistance services; product launch and other support services; equipment replacement services; clinical and research studies, data and analytics; and services relating to high-risk biopharmaceuticals. Subject to the terms of Section 8 of Schedule A Medco will provide BRIDGEPORT with the greater of (i) 90% of the Total Rebates received by Medco based on the dispensing of each manufacturer's formulary drugs under BRIDGEPORT's Program or (ii) the Guaranteed Rebates (as described in Section 6.3).

6.3. **Guaranteed Rebates** - After each Contract Year during the Initial Term that BRIDGEPORT participates in the Formulary, Medco will calculate BRIDGEPORT's Total Rebates during such Contract Year. Provided BRIDGEPORT complies fully with the Formulary and with the Formulary management programs implemented by Medco, if BRIDGEPORT'S percentage share of Total Rebates for any Contract Year during the Initial Term are less than the sum of (i) set forth below times the total number of Brand Name Drug prescriptions, billed and paid for under BRIDGEPORT's Retail Pharmacy Program during such Contract Year, plus (ii) the sum set forth below times the total number of Brand Name Drug prescriptions, billed and paid for under BRIDGEPORT's Mail Order Pharmacy Program during the same Contract Year (collectively the "Guaranteed Rebates"), Medco will credit such difference against future billings to BRIDGEPORT under the Program one hundred eighty (180) days after the end of each Contract Year. The Guaranteed Incentive Formulary Rebates are contingent upon BRIDGEPORT implementing a three tier formulary whose differential in copayment or its reasonably equivalent value for coinsurance between formulary and non-formulary drugs is not less than \$15.00.

Formulary Management Program Preferred Prescriptions® Formulary	
Per Brand Name Prescription	
Retail Open Formulary without enrollment in Preferred Drug Step Therapy Program	\$19.96 for the 1 st Contract Year \$19.92 for the 2 nd Contract Year \$49.90 for the 1 st Contract Year for 90 day Network \$49.80 for the 2 nd Contract Year for 90 day Network
Mail Order Open Formulary without enrollment Preferred Drug Step Therapy Program	\$55.83 for the 1 st Contract Year \$53.67 for the 2 nd Contract Year

Retail Incentive Formulary without enrollment in Preferred Drug Step Therapy Program	\$20.73 for the 1 st Contract Year \$20.59 for the 2 nd Contract Year \$51.83 for the 1 st Contract Year for 90 day Network \$51.48 for the 2 nd Contract Year for 90 day Network
Mail Order Incentive Formulary without enrollment Preferred Drug Step Therapy Program	\$57.76 for the 1 st Contract Year \$55.13 for the 2 nd Contract Year

- 6.4. If a government action, change in law or regulation, change in the interpretation of law or regulation or action by any drug manufacturer or by BRIDGEPORT has an adverse effect on the availability of Total Rebates or the Program Pricing Terms, Medco may modify, as applicable, the Total Rebates due BRIDGEPORT or the Guaranteed Rebates or the Program Pricing Terms.
- 6.5. Any lines of BRIDGEPORT's business, or any Group of Eligible Persons, for which BRIDGEPORT funds less than 50% of the costs of Covered Drugs under the Plan Design will not be entitled to Formulary Rebates and Additional Rebates and Fees. Calculations and guarantees under 6.2 and 6.3 will not include prescriptions dispensed for any such lines of business or Groups claims for drugs purchased by a pharmacy pursuant to the 340B program, and government subrogation claims

7. BILLING/PAYMENT

- 7.1. Medco will provide BRIDGEPORT with a bi-weekly consolidated electronic invoice via a File Transfer Protocol (FTP) for services provided by Medco under the Program, in accordance with the Program Pricing set forth in Schedule A. All invoices will be paid in full by BRIDGEPORT within two (2) business days of receipt by wire transfer, electronic debit, or other method approved by Medco in writing.
- 7.2. BRIDGEPORT will pay Medco for administrative products and services provided by Medco under the Program in accordance with the Administrative Fee provisions set forth in Schedule A. Medco will provide BRIDGEPORT with an Administrative Fee invoice in accordance with Medco's four (4) week Administrative Fee cycle. BRIDGEPORT will pay Administrative Fee invoices in full within fifteen (15) days of the invoice date. BRIDGEPORT will pay non contested portions of the invoice within fifteen (15) days of the invoice date. Disputed portions of invoices will will be paid within thirty (30) after the dispute has been resolved.
- 7.3. If payments due to Participating Pharmacies for Covered Drugs under this Agreement become subject to prompt payment related legislation or regulation, BRIDGEPORT may be required to pay a deposit in an amount to be reasonably determined by Medco, which amount may be periodically modified by Medco based on BRIDGEPORT's actual claims experience and enrollment. This deposit may be used by Medco to offset the failure by BRIDGEPORT, for any reason, to make any payments pursuant to the terms of this Agreement and/or to make payments due in accordance with prompt payment legislation or regulation prior to Medco's billing and receipt of BRIDGEPORT's payment due under Section 7.1, and does not, in any way, limit other remedies available to Medco. The deposit, to the extent not utilized to offset any payment default by BRIDGEPORT under this Agreement, will be returned, without interest, to BRIDGEPORT within the greater of one hundred eighty (180) days following termination of this Agreement or following any agreed upon date for extended services.
- 7.4. Failure by BRIDGEPORT to make any payments in accordance with the terms of this Agreement will constitute a payment default. Notwithstanding Section 10.2 of this Agreement, if BRIDGEPORT fails to cure any such payment default within two (2) days, in addition to other available remedies, Medco may cease performing any or all of its obligations under, or may terminate this Agreement upon notice to BRIDGEPORT. After the two (2) day grace period, there will be a late payment fee of 1% per month on the balance due, accruing as of the due date.

BRIDGEPORT will reimburse Medco for all collection costs incurred by Medco as a result of any payment default by BRIDGEPORT under this Agreement. Notwithstanding anything in Section 7.4, Medco will not terminate this Agreement as long as the parties are working together in good faith to resolve any payment default issues.

8. RECORDS

- 8.1. Medco will maintain all claims records relating to services performed under this Agreement as required by applicable law. For purposes of this Section 8, the term "claim records" includes those BRIDGEPORT specific records necessary to confirm Medco's compliance with claims processing, operational services, and performance standards provided by Medco under this Agreement. Such claims records will be in their original form, on microfilm, microfiche or other form determined by Medco. Once per year, the COALITION's collective claims records may be audited, based on statistical sampling, or up to three individual COALITION companies may perform individual claims audits, either directly or by a representative reasonably acceptable to Medco, subject to execution of a confidentiality agreement, for a maximum period of twenty-four (24) months prior to the agreed upon audit date at no cost. The audit may be conducted once annually from January through September on an agreed upon date. Subject to Section 9.3, Medco may retain copies of such claims records for its own use.
- 8.2. Any audit of Medco's agreements with pharmaceutical manufacturers may be conducted by a top 100 public accounting firm reasonably approved by Medco whose audit department is a separate stand alone function of its business and that carries insurance for professional malpractice of at least \$2,000,000. . Once per year, the COALITION will be entitled to one collective audit, based on statistical sampling, under this Section 8.2 on behalf of all COALITION members, or up to three individual COALITION members may perform individual manufacturer agreement audits. The audit will include only those portions of the pharmaceutical manufacturer agreements as necessary to determine Medco's compliance with Section 6 above in respect to Total Rebates. The audit may be conducted once annually from January through September, at Medco's offices as scheduled by agreement of the parties but not sooner than ninety (90) days after execution of a confidentiality agreement.
- 8.3. Any auditor performing an audit under this Section 8 will warrant and represent that it is not providing Litigation Services to any person or entity in connection with any lawsuit, investigation, or other proceeding that is pending or contemplated against Medco. "Litigation Services" include (a) examining pharmacy claims or any other documents or information, or (b) providing advice, analysis, and/or opinions as a disclosed or undisclosed expert or consultant. The auditor must agree that, for a period of one (1) year after completion of the audit, it will not provide Litigation Services in any lawsuit, investigation, or other proceeding brought against Medco, except for Litigation Services to BRIDGEPORT in any proceeding against Medco.
- 8.4. Upon request, BRIDGEPORT will furnish its most recent audited financial statement to Medco.

9. CONFIDENTIAL INFORMATION

- 9.1. The Confidential Information of a party (the "disclosing party") which is disclosed to the other party (the "receiving party") will be held by the receiving party in strictest confidence at all times, and will not be used by the receiving party (or its affiliates, employees, officers, directors or limited liability company managers ("Representatives")) for any purpose not previously authorized by the disclosing party, except as necessary for Medco to perform the services under this Agreement. The Confidential Information of the disclosing party will not be disclosed or divulged by the receiving party to anyone, except with the prior written permission of the disclosing party and on the condition that the party to whom the Confidential Information is disclosed agrees in writing in advance to be bound by these terms and conditions. The receiving party may disclose the Confidential Information to those of its Representatives who need to

review the Confidential Information for the purposes authorized by the disclosing party but only after the receiving party has informed them of the confidential nature of the Confidential Information and directs them to treat the Confidential Information in accordance with the terms of this Agreement. The disclosing party retains all right, title and interest in and to its Confidential Information.

The term "Confidential Information" includes, but is not limited to, any information of either the receiving or disclosing party (whether oral, written, visual or fixed in any medium of expression), relating to either party's services, operations, systems, programs, inventions, techniques, suppliers, customers and prospective customers, contractors, cost and pricing data, trade secrets, know-how, processes, plans, reports, designs and any other information of or relating to either party's business, including its therapeutic and disease management programs, but does not include information which (a) was known to the receiving party before it was disclosed to the receiving party by the disclosing party, (b) was or becomes available to the receiving party from a source other than the disclosing party, provided such fact is evidenced in writing and the source is not bound by a confidentiality obligation to the disclosing party, (c) is developed by the receiving party independently of the disclosing party's Confidential Information, provided that such fact can be documented,

If the receiving party is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand, any informal or formal investigation by any government or governmental agency or authority, law or regulation, or otherwise) to disclose any of the Confidential Information, the receiving party will notify the disclosing party promptly in writing so that the disclosing party may seek a protective order or other appropriate remedy or, in its sole discretion, waive compliance with the terms of this Agreement. The receiving party agrees not to oppose any action by the disclosing party to obtain a protective order or other appropriate remedy. If no such protective order or other remedy is obtained, or the disclosing party waives compliance with the terms of this Agreement, the receiving party will furnish only that portion of the Confidential Information which it is advised by counsel is legally required and will exercise its reasonable best efforts to obtain reliable assurance that confidential treatment will be accorded the Confidential Information.

- 9.2. BRIDGEPORT and Medco may not utilize the service marks, trademarks, or tradenames of any other party to this Agreement, or any service marks, trademarks, or tradenames so similar as likely to cause confusion, without express written approval of such other party. The programs implemented by Medco will remain the sole property of Medco and will only be used by BRIDGEPORT in connection with the Program and so long as Medco administers the Program.
- 9.3. Medco and BRIDGEPORT will comply with all applicable laws and regulations regarding patient confidentiality as provided in the Business Associate Agreement between the parties. Medco will not furnish any BRIDGEPORT identifiable data or information to any third party without the written consent of BRIDGEPORT, except as reasonably necessary to implement and operate the Program and fulfill its obligations pursuant to this Agreement or as required by applicable law. The restrictions set forth in this Section 9 will not apply to claims data or information which is not identifiable on a BRIDGEPORT basis.

10. TERM OF AGREEMENT

- 10.1. This Agreement will remain in effect for an initial term of twenty-seven (27) months from the Effective Date (the "Initial Term") and thereafter will renew for successive one (1) year terms upon BRIDGEPORT giving written notice at least one hundred twenty (120) days prior to the end of any such term, to Medco of its intent to terminate this Agreement as of the end of the then current term. Notwithstanding the issuance of a termination notice, Medco agrees to continue to render services hereunder and BRIDGEPORT agrees to pay for services of Medco in accordance

with the terms of this Agreement for any claims incurred for prescription drug benefits by Eligible Persons while this Agreement was in force.

- 10.2. In the event of a material breach of this Agreement, the party alleging such breach will give written notice thereof to the other party. If such breach is not cured within sixty (60) days of receipt of such notice, the non-breaching party may terminate this Agreement upon written notice to the other party. [

11. FORCE MAJEURE

Neither Medco nor BRIDGEPORT will be deemed to have breached this Agreement or be held liable for any failure or delay in the performance of all or any portion of its obligations under this Agreement if prevented from doing so by a cause or causes beyond its control. Without limiting the generality of the foregoing, such causes include acts of God or the public enemy, fires, floods, storms, earthquakes, riots, strikes, boycotts, lock-outs, acts of terrorism, acts of war, war-operations, restraints of government, power or communications line failure or other circumstances beyond such party's control, or by reason of the judgment, ruling or order of any court or agency of competent jurisdiction, or change of law or regulation (or change in the interpretation thereof) subsequent to the execution of this Agreement which prevents or materially restricts a party from performing its obligations hereunder. Upon the occurrence of an event of force majeure, the party whose performance is affected shall give notice to the other party explaining the nature of such event of force majeure and shall explain what it intends to do to remove or attempt to remove such event of force majeure if that is reasonably possible using reasonable efforts and diligence.

12. INDEMNIFICATION/LIMITATION OF LIABILITY

- 12.1. Medco will indemnify and hold BRIDGEPORT, its subsidiaries, affiliates, and their officers, directors and employees (each a "BRIDGEPORT Indemnified Party") harmless from and defend BRIDGEPORT against claims, suits, actions, or causes of action ("Actions") asserted against a BRIDGEPORT Indemnified Party arising from services rendered by Medco pursuant to this Agreement to the extent the Action arises from Medco's (i) negligence or willful misconduct, (ii) breach of this Agreement, provided that BRIDGEPORT has given reasonable notice to Medco of the Action, and (b) no BRIDGEPORT Indemnified Party has, by act or failure to act, materially compromised Medco's position with respect to the resolution or defense of the Action.
- 12.2. BRIDGEPORT will indemnify and hold Medco, its subsidiaries and affiliates, and their respective officers, directors and employees (each a "Medco Indemnified Party") harmless from and defend Medco against Actions asserted against a Medco Indemnified Party arising from (i) breach of this Agreement by BRIDGEPORT, (ii) negligence or willful misconduct of BRIDGEPORT, or (iii) the provision of patient identifiable or Program information or data by a Medco Indemnified Party to BRIDGEPORT or BRIDGEPORT's designees, or the subsequent use or disclosure of such information or data by BRIDGEPORT or its designees, provided that the Medco Indemnified Party has given reasonable notice to BRIDGEPORT of the Action, and (b) no Medco Indemnified Party has, by act or failure to act, materially compromised BRIDGEPORT's position with respect to the resolution or defense of the Action.
- 12.3. Medco will maintain, during the term of this Agreement, liability coverage with limits not less than \$1,000,000 per occurrence and in the aggregate per policy year, with excess liability coverage in an amount not less than \$5,000,000 per policy year. Evidence thereof will be furnished to BRIDGEPORT upon request.
- 12.4. Except as provided in Section 12.1 above, neither Medco nor any subsidiary, affiliate, or any of their respective directors, officers or employees, will be responsible for any Action resulting from the provision of or failure to provide pharmaceutical goods or services or any other action or failure to act by any retail pharmacy, pharmaceutical manufacturer or other pharmaceutical providers in connection with this Agreement.

- 12.5. The liability of Medco to BRIDGEPORT for any negligent or willful misconduct by Medco will be limited to the per occurrence liability insurance amount set forth in this Section 12.3.
- 12.6. Medco or BRIDGEPORT will not be liable to each other for incidental, consequential, punitive, special, or exemplary damages.

13. EXCLUSIVITY

Medco will be the exclusive provider and administrator of PBM Services to BRIDGEPORT and its subsidiaries while this Agreement is in effect. Nothing contained herein, however, will prohibit Medco or any affiliated entity from providing or administering PBM Services and related programs and services to any other entity while this Agreement is in effect.

14. GENERAL

- 14.1. **Independent Contractor** - The relationship between Medco and BRIDGEPORT will solely be that of independent contractors engaged in the operation of their own respective businesses.
- 14.2. **Assignment** - This Agreement may not be assigned by any party without the written approval of the other parties provided, however, that services to be performed by Medco hereunder may be performed by its subsidiaries, affiliates, divisions and/or designees. Medco will remain responsible for the actions of its subsidiaries, affiliates, divisions and/or designees for act or failures to act with regard to this Agreement, under the same terms and conditions as would apply to an act or failure to act by Medco. The duties and obligations of the parties will be binding upon, and inure to the benefit of, successors, assigns, or merged or consolidated entities of the parties.
- 14.3. **No Third-Party Beneficiary** - This Agreement has been entered into solely for the benefit of BRIDGEPORT and Medco, and is not intended to create any legal, equitable or beneficial interest in any third party or to vest in any third party any interest as to enforcement or performance.
- 14.4. **Notices** - All notices required under this Agreement will be in writing and sent by certified mail, return receipt requested, hand delivery or overnight delivery by a nationally recognized service addressed as follows:

If to BRIDGEPORT: City of Bridgeport
 45 Lyon Terrace
 Bridgeport, CT 06604
 Attention: Richard Weiner, Benefits Manager

With a copy to:

City Attorney
City of Bridgeport
City Hall Annex
999 Broad Street, 2nd Floor
Bridgeport, CT 06604

If to Medco: Express Scripts, Inc.
 Attn: President
 One Express Way
 St. Louis, Missouri 63121

With copy to Legal Department

Fax No. (800) 417-8163

Senior Vice President, Associate General Counsel

- 14.5. **Amendments** - This Agreement may be amended only in writing when signed by a duly authorized representative of each party.
- 14.6. **Financial Responsibility** - If Medco has reasonable grounds to believe that BRIDGEPORT may not meet its payment obligations under this Agreement as they become due, Medco may request information and/or reasonable assurances (including a deposit) from BRIDGEPORT as to its financial responsibility. Reasonable assurances mean: (a) if SPONSOR is judged bankrupt or insolvent; or (b) SPONSOR makes a general assignment for the benefit of its creditors; or (c) a trustee or receiver is appointed for SPONSOR or for any of its property; or (d) any petition by or on behalf of SPONSOR is filed to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws; or (e) repeated late payments; or (f) material adverse business or financial downturns documented in securities filings or national financial publications which may jeopardize payment. If the information or assurances are not furnished to Medco within five (5) days, or are not satisfactory in Medco's reasonable judgment, Medco may immediately terminate this Agreement.
- 14.7. **Plan Design** - The Program Pricing Terms set forth in this Agreement are based upon the Plan Designs, Minimum Enrollment, information/data provided by BRIDGEPORT during or after the proposal/renewal process, and Program specifications agreed to between the parties as reflected in this Agreement, and as otherwise hereafter agreed to by the parties in writing. The Program Pricing Terms are also based upon BRIDGEPORT funding 50% or greater of the costs of Covered Drugs for its Eligible Persons. Any modification of the Plan Design or Program specifications, failure to maintain Minimum Enrollment, changes in the information/data provided, or inclusion of Eligible Persons or Groups with Covered Drugs funded less than 50% by BRIDGEPORT, may result in a modification by Medco of the Program Pricing Terms retroactive to the date of the change/event. BRIDGEPORT will provide Eligible Persons with at least thirty (30) days' prior notice of approved Plan Design changes. If the number of BRIDGEPORT's Eligible Persons eligible for Medicare is materially reduced or eliminated for any reason, Medco may communicate with those persons at Medco's expense regarding Part D options, including Medco Part D services, and the Program Pricing Terms may be modified to reflect the reduction or elimination.
- 14.8. **ERISA Claims and Appeals**

BRIDGEPORT will not name or represent that Medco is, and Medco will not be, a Plan Administrator or, except as specifically set forth in this section, a fiduciary of any prescription drug benefit plan (the "Plan"), as those terms are used in the Employee Retirement Income Security Act ("ERISA"), 29 U.S.C. §§ 1001 et seq., and the regulations promulgated under ERISA. BRIDGEPORT will have complete discretionary, binding, and final authority to construe the terms of the Plan, to interpret ambiguous Plan language, to make factual determinations regarding the payment of claims or provisions of benefits, to review denied claims and to resolve complaints by Eligible Persons

BRIDGEPORT delegates to Medco the limited authority and discretion solely to undertake administrative and/or clinical initial determinations, first-level, second-level and urgent appeals of claims eligibility and benefit applications determinations filed by Eligible Persons with BRIDGEPORT's Program. Medco will process and determine all filed administrative and/or clinical first-level, second-level and urgent appeals under the procedures and within the time frames specified in the Department of Labor claims processing regulations, 29 C.F.R. § 2560.503-1 (the "Claims Procedure Regulations"). For this purpose, Medco agrees that it shall be the appropriate named fiduciary in accordance with Section 2560.503-1 (h) of the Claims Procedure Regulations. Medco's decisions will be conclusive and binding and not subject to further review by BRIDGEPORT. If, however, with respect to a claim or appeal, any of the duties, whether delegated to Medco or not, are assumed or acted upon by BRIDGEPORT, or by any agent or

vendor of such entity (e.g. utilization management vendor), then Medco will not have any fiduciary duties or discretionary authority with respect to such claim or appeal, and BRIDGEPORT will be deemed to have such fiduciary duties and discretionary authority and will be solely liable for such claim or appeal. Notwithstanding the services of Medco under this section, all decisions concerning the rendering of health care services are determined by the Eligible Person's physician, hospital or other health care provider and the Eligible Person.

External Review Process – Medco will facilitate the process for external reviews on behalf of BRIDGEPORT so long as Medco handles all levels of reviews and appeals for BRIDGEPORT. BRIDGEPORT has elected to use the Independent Review Organization Services as set forth on Schedule C.
Schedule C

- 14.9. **Taxes and TPA** - Any applicable sales, use, or other similarly assessed and administered tax imposed on items dispensed, or services provided hereunder, or any other amounts Medco may incur or be required to pay arising from or relating to Medco's performance of services as a third-party administrator in any jurisdiction, will be the sole responsibility of BRIDGEPORT. If Medco is legally obligated to collect and remit sales, use, or other similarly assessed and administered tax in a particular jurisdiction, or to incur or pay any amount relating to third-party administrator services, the tax or other amount will be reflected on the applicable invoice or subsequently invoiced at such time as Medco becomes aware of such obligation or as such obligation becomes due.
- 14.10. **Governing Law** - This Agreement will be construed and governed in accordance with the laws of the State of Connecticut. However, all matters relating to the Mail Order Pharmacy Program operations of Medco will be governed by the laws of the state in which Medco's mail order pharmacy is located.
- 14.11. **Enforceability** - The invalidity or unenforceability of any of the terms or provisions hereof will not affect the validity or enforceability of any other term or provision.
- 14.12. **Section Headings** - Section headings are inserted for convenience only and will not be used in any way to construe the terms of this Agreement.
- 14.13. **Waiver** - The waiver of any breach or violation of any term or provision hereof will not constitute a waiver of any subsequent breach or violation of the same or any other term or provision. No waiver or relinquishment by a party of any right or remedy under this Agreement will occur unless the waiver or relinquishment is in a written document signed by an officer of the party.
- 14.14. **Approvals** - Whenever approval of any party is required under this Agreement, such approval will not be unreasonably withheld in the exercise of its commercial business judgment.
- 14.15. **Organization** - Each party is duly organized, validly existing and in good standing, and has the power to own its property and to carry on its business as now being conducted by it.
- 14.16. **Authorization** - The execution and delivery of this Agreement and the consummation of the transactions contemplated herein on its part, has been duly authorized by all necessary action by each party.
- 14.17. **No Conflict of Interest or Other Restrictions** - No party has a conflict of interest which would impact its ability to perform fairly its obligations under this Agreement, and no party is subject to any restrictions, contractual or otherwise, which prevent or would prevent it from entering into this Agreement or carrying out its obligations hereunder.
- 14.18. **No Violation** - Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will be a violation or default of any term or provision of the

party's governance documents (e.g., its certificate of incorporation or bylaws or operating agreement) or of any material contract, commitment, indenture, or other agreement or restriction to which it is a party or by which it is bound.

- 14.19. **Binding Effect** - This Agreement has been duly executed and delivered by each party, and is a valid and binding obligation of each party, enforceable against such party in accordance with its terms, except to the extent that the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and general principles of equity.
- 14.20. **Original Agreement/Counterparts** - The parties will execute two identical originals of this Agreement. Each party will retain one of the originals. This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all counterparts taken together will constitute one instrument.
- 14.21. **Public Announcement** - Except as required by law or regulation, neither party will make any public announcement nor issue any press release relating to this Agreement without the written consent of the other party. This provision does not restrict either party from submitting necessary or appropriate filings with the SEC.
- 14.22. **Dispute Resolution** - Except for those matters subject to emergent or injunctive relief, in the event that any dispute relating to this Agreement arises between BRIDGEPORT and Medco, either party may, by written notice, demand a meeting regarding the dispute, to be attended by executive officers of each party, who will attempt in good faith to resolve the dispute. If the dispute cannot be resolved through executive negotiations within thirty (30) business days after the date of the initial notice, each party will retain all rights to bring an action regarding such matter in accordance with law.
- 14.23. **Construction** - BRIDGEPORT and Medco have participated jointly in the negotiation of this Agreement and each has had the advice of legal counsel to review, comment upon and draft this Agreement. Accordingly, it is agreed that no rule of construction shall apply against any party or in favor of any party, and any uncertainty or ambiguity shall not be interpreted against any one party and in favor of the other.
- 14.24. **Entire Agreement** - This Agreement, together with the Schedules hereto, embodies the entire understanding of the parties in relation to the subject matter hereof, supersedes any prior agreement among the parties in relation to the subject matter hereof, and no other agreement, understanding, or representation, verbal or otherwise, relative to the subject matter hereof exists among the parties at the time of execution of this Agreement.
- 14.25. **Compliance with Law** - Medco and BRIDGEPORT shall take all actions necessary and appropriate to assure that they comply with all applicable federal, state, and local laws and regulations, including, without limitation, the Anti-Kickback Statute, the Public Contracts Anti-Kickback Act, the Stark Law, and laws and regulations relating to disclosure or notification of plan benefits or the terms of rebate administration under this Agreement to BRIDGEPORT's Groups. Medco's Code of Conduct and its policies and procedures relating to compliance with the above-named laws are available at www.medcohealth.com/medco/corporate/home.jsp by clicking on the Investors tab and then the Corporate Governance link.
- 14.26. **Survival** - The provisions of Sections 7.4, 9, 12, and the last sentence of 10.1 will survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date indicated below.

MEDCO HEALTH SOLUTIONS, INC.

CITY OF BRIDGEPORT

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

514572.5 (9/6/12)EFS
425981.2 (11/1/11)efs
PERMFORM 50180.14 (04/27/11) efs/nmb
(Original 50180.14 – 03/29/11)

SCHEDULE A PROGRAM PRICING TERMS

BRIDGEPORT will pay Medco for services provided under the Program as follows:

1. RETAIL PHARMACY PROGRAM CLAIMS

- 1.1. BRIDGEPORT will pay Medco for Covered Drugs dispensed and submitted by Participating Pharmacies under the Retail Pharmacy Program in an amount equal to the lowest of (i) the pharmacy's usual and customary price, as submitted ("U&C") plus applicable taxes, (ii) the maximum allowable cost ("MAC"), where applicable, plus the Dispensing Fee, or (iii) Discounted AWP and Dispensing Fee plus applicable taxes.
- 1.2. The guaranteed overall annual AWP discount for Brand Drugs will be as set forth below and the guaranteed overall annual AWP discount for Generic Drugs will be as set forth below for each Contract Year during the Initial Term. The guaranteed Dispensing Fee per prescription or authorized refill will be as set forth below. Medco will prepare a true up within ninety (90) days following the end of such Contract Year. Any net shortfall (i.e. shortfalls offset by surpluses across the three components) in the aggregate will be matched dollar for dollar by Medco. The guarantees set forth herein exclude Specialty Drugs. In the event of an increase or decrease in the total number of Participating Pharmacies by greater than five (5) percent, or a change in ownership of five (5) percent or more of Participating Pharmacies in the Broad National Network, Medco may modify the guarantee for Ingredient Costs and Dispensing Fees on an equitable basis. Payment by BRIDGEPORT is subject to the applicable Copayment/Coinsurance amount set forth below:

Retail Network (Broad National)	
Brand Pricing	AWP minus (-) 16.5% AWP minus (-) 19.75% for the 90-Day Network
Generic Pricing	The annual overall generic discount will be equal to AWP minus (-) 75% for the 1 st Contract Year The annual overall generic discount will be equal to AWP minus (-) 76% for the 2 nd Contract Year
Dispensing Fees	Brand and generic drugs = \$1.05 Brand and generic drugs = \$1.50 for the 90 day Network

- 1.3. **Copayment/Coinsurance** - The Copayment/Coinsurance amount for each prescription or refill dispensed by a Participating Pharmacy under the Retail Pharmacy Program will be as designated for each Group in the applicable Plan Design(s).
- 1.4. **Direct Claims** - The reimbursement terms applicable to direct reimbursement claims submitted by Eligible Persons under the Retail Pharmacy Program will be the same as the terms set forth in this Section 1, unless otherwise provided in writing by BRIDGEPORT to Medco.

2. MAIL ORDER PHARMACY PROGRAM CLAIMS

BRIDGEPORT will pay Medco for Covered Drugs dispensed by a Medco mail order pharmacy under the Mail Order Pharmacy Program in an amount equal to an Ingredient Cost plus Dispensing Fee for each Covered Drug dispensed, less the applicable Copayment/Coinsurance amount, as such terms are defined below:

- 2.1. **Ingredient Cost** - The guaranteed Ingredient Cost is the lower of MAC or Discounted AWP for Brand Drugs and Generic Drugs. The guaranteed overall annual AWP discount for Brand Drugs and Generic Drugs is set forth in the chart below.

2.2. Medco will prepare a true up ninety (90) days following the end of such Contract Year. Any net shortfall (i.e. shortfalls offset by surpluses across the three components) in the aggregate will be matched dollar for dollar by Medco. The guarantees set forth herein exclude Specialty Drugs.,

Mail Order Pharmacy Program	
Brand Pricing	AWP minus (-) 24.5%
Generic Pricing	The annual overall generic discount will be equal to AWP minus (-) 80% for the 1 st Contract Year
	The annual overall generic discount will be equal to AWP minus (-) 81% for the 2 nd Contract Year

2.3. **Dispensing Fee** - The Dispensing Fee per prescription or authorized refill is \$0.00 . Dispensing Fees are inclusive of postage. If postage rates (i.e., U.S. mail and/or applicable commercial courier services) increase during the term of this Agreement, the pricing will be increased to reflect such increase(s).

2.4. **Copayment/Coinsurance** - The Copayment/Coinsurance amount for each prescription or refill dispensed by a Medco mail order pharmacy under the Mail Order Pharmacy Program shall be as designated for each Group in the applicable Plan Design(s). If the amount of the applicable Copayment/Coinsurance paid by an Eligible Person for a prescription or refill dispensed by Medco exceeds the Ingredient Cost (as defined in 2.1 above) plus Dispensing Fee (as defined in Section 2.3 above) plus any applicable taxes, then Medco shall return to the Eligible Person an amount equal to the Copayment/Coinsurance amount, less the sum of the applicable Ingredient Cost plus Dispensing Fee plus any applicable taxes, for the prescription or refill. Eligible Persons must pay the applicable Copayment or Coinsurance amount to Medco for each prescription or authorized refill under the Mail Order Pharmacy Program. Medco may suspend Mail Order Pharmacy Program services to an Eligible Person who is in default of any Copayment or Coinsurance amount due Medco.

3. SPECIALTY PHARMACY PROGRAM

Notwithstanding anything to the contrary in Section 2 above and elsewhere in the Agreement, BRIDGEPORT will pay Medco for those Covered Drugs designated as Specialty Drugs in Schedule B under the Mail Order Pharmacy Program on a separate ingredient cost basis (provided in Schedule B) plus applicable Dispensing Fee (provided in Schedule B), subject to the Copayment/Coinsurance in the applicable Plan Design.

Under the Retail Pharmacy Program, BRIDGEPORT will pay Medco for Specialty Drugs according to the pricing set forth in Schedule C. For a Specialty Drug that is not designated by Medco on Schedule C due to limited or exclusive distribution through specific retail pharmacies (“Limited Distribution Specialty Drug”), BRIDGEPORT will pay Medco for the Limited Distribution Specialty Drugs in the same amount that Medco reimburses the retail pharmacy for the drug, including Ingredient Cost and Dispensing Fee.

Medco will be the exclusive administrator of Specialty Drugs, under the prescription drug benefit, to BRIDGEPORT while this Agreement is in effect. Specialty Drugs may be provided by Medco or other third-party specialty pharmacy that has a written arrangement with Medco. Medco may add or delete products, in Schedule B and Schedule C on written notice to BRIDGEPORT., or modify pricing terms on written notice to BRIDGEPORT. Specialty Drugs are included in the calculations and payments regarding Total Rebates but are excluded from the Guaranteed Rebates as set forth in Section 6.3 The terms and pricing set forth in this Section 3 apply only to BRIDGEPORT’s pharmacy benefit and not to BRIDGEPORT’s medical benefit. Medco will provide a current list of Specialty Drugs and associated prices upon BRIDGEPORT’s written request.

Services for Specialty Drugs under the Mail Order Pharmacy Program consist of:

- Clinical support that provides, according to Medco’s procedures:
 - Eligible Person tele-counseling from specially trained pharmacists and nurses
 - Care management, including information and support directly to the Eligible Person

- Coordination of care with the Eligible Persons case manager and/or home care agency
- Specialty Drug educational materials and product information
 - Standard communications notifying Eligible Persons of changes in plan coverage
 - Personalized mailings and outbound phone calls by Medco Special Care Pharmacy to Eligible Persons purchasing, at retail pharmacies, Specialty Drugs that are clinically appropriate for maintenance use
- Toll-free telephone line for Eligible Persons using Specialty Drugs
- Express delivery to physician's office or Eligible Person's home
 - Standard two (2) day delivery
 - Overnight delivery as physician required (excluding Sundays)
- Logistics coordination of delivery to Eligible Person's home or physician's office
- Analysis of integrated pharmacy and medical claims databases to identify utilizers, if applicable and agreed upon
- Ancillary supplies provided with each self-injectable medication
- Drug Utilization Review applied to specialty pharmacy related prescription claims and, when available from Medco, medical claims
- Enhanced Physician services, consisting of communication materials, forms and informational hotline

Additional communications to Eligible Persons or physicians beyond these listed above will be quoted upon request.

4. ADMINISTRATIVE SERVICES AND FEES

4.1. BRIDGEPORT will pay to Medco a Base Administrative Fee in the amount of \$0.00 per paid claim processed by Medco under the Retail Pharmacy Program/Mail Order Pharmacy Program and Specialty Pharmacy Program for the following Base Administrative Services, as applicable:

Eligibility

- Administration of eligibility submitted via tape or telecommunication in a Medco standard format
- Eligibility maintenance (minimum of weekly updates)
- Dependent Eligibility Certification System (DECS)
- Medco's client support system (e-SD) for on-line access to current eligibility (equipment, installation and line charges are responsibility of BRIDGEPORT)¹

Claim Adjudication

- Administration of BRIDGEPORT's Plan Design
- In-network claims adjudication via *TelePAID* on-line claims adjudication system
- Primary Coordination of Benefits (when flagged on eligibility records)
- Twelve (12) months on-line claims history retention (for use in claims processing)
- Processing associated with Medco by Mail Pharmacy Program prescriptions

Member Communication Materials

- Medco Welcome Package for new designated Eligible Persons, consisting of:
 - Announcement letter(not to exceed one page)
 - Medco descriptive brochure (not to exceed eight pages)
 - Pre-addressed Mail Order form/envelope

¹ BRIDGEPORT may be granted access to Medco systems and applications, in some cases requiring the grant of access to BRIDGEPORT employees and/or representatives, including e-SD and Client Website. BRIDGEPORT's use of such systems and applications is governed by this Agreement and the Terms of Use and privacy policies for the respective systems and applications. Medco will grant access to BRIDGEPORT employees and/or representatives only at the discretion of BRIDGEPORT, as provided in Medco's operating procedures, and BRIDGEPORT will be responsible for those individuals' compliance with the terms of this Agreement and the applicable Terms of Use and privacy policies.

- Patient health profile questionnaire
- One Medco Identification Card per Primary Eligible Participant (two per family)
- Information on access to major Participating Pharmacy network chains
- Other available standard Medco materials, consisting of:
 - Direct reimbursement claim form (also available via www.medco.com)
 - Coordination of Benefits (COB) claim form
- TDD-TTY services for hearing impaired to access Member Service Department

Clinical Programs

- Access capabilities to e-SD to support BRIDGEPORT coverage authorization activities

Reporting

- Medco's Prescription Drug Plan Report Package available through the Information Services Report Manager tool on the Client Website²
- Medco's Claims Detail Layout (CDL) file every two (2) weeks

Retail Pharmacy Network

- Establish, maintain, credential, and contract an adequate panel of Participating Pharmacies
- Development and distribution of communication materials to Participating Pharmacies regarding the Program
- Toll-free access to Help Desk for eligibility/claims processing assistance
- Toll-free access for Participating Pharmacies to obtain DUR assistance
- Monitor Participating Pharmacy performance and compliance, including generic substitution rates, formulary program conformance, and DUR intervention conformance through Retail Network Management initiatives and reporting
- Toll-free telephone access to voice response unit for location of Participating Pharmacies in zip code area
- Medco Pharmacy Audit Program³

Member Service

- Toll-free telephone access to Member Service for the Program for use by Eligible Persons, BRIDGEPORT benefits personnel, and physicians
- Gatekeeper Program – Medco's assistance program for older adults
- 24-hour access to a Medco pharmacist via toll-free telephone service

medco.com

- Standard Medco website capabilities, including:
 - online prescription ordering and status
 - prescription pricing information
 - coverage and benefit plan information
 - health news information

Account Management

- Clinical and plan consulting, analysis, and cost projections

² Includes Report Manager for up to four user IDs for BRIDGEPORT personnel only. Additional BRIDGEPORT user IDs may be set up at a charge of \$250/user per month. External claims integration charge is separate and quoted upon request. Equipment, installation, and Internet access charges are the responsibility of BRIDGEPORT. Specifically assigned user IDs may not be exchanged with, or used by, third parties (e.g., consultants) or other BRIDGEPORT personnel. Third parties desiring access must be approved by Medco and must sign Medco's Third-Party Access agreement, accompanied by BRIDGEPORT's letter of authorization.

³ Medco will credit BRIDGEPORT with 100% of all audit recoveries that Medco's Pharmacy Audit Program recovers on behalf of BRIDGEPORT.

- Annual analysis of Program utilization, impact of Plan Design changes, and intervention programs

4.2. BRIDGEPORT will also pay for Additional Administrative Services requested or used by BRIDGEPORT and provided by Medco under the Program as follows:

Eligibility	
• Hard copy eligibility submission	Data entry charges
Claim Adjudication	
• Direct reimbursement/out-of-network claims adjudication (including check and EOB to Eligible Person)	\$1.75 per claim
• Coordination of Benefits <ul style="list-style-type: none"> - Secondary Coordination of Benefits <ul style="list-style-type: none"> ▪ Eligible Person-submitted paper claim \$2.50 per claim ▪ Retail Pharmacy-submitted electronic claim \$1.00 per claim - Adjudication of government subrogation claims (unless responsibility is otherwise assigned by BRIDGEPORT) \$3.00 per paid claim 	
• On-line claims history retention (for use in claims processing) in excess of twelve (12) months	\$0.05 per claim
Drug Utilization Review/Clinical/Formulary Programs	
• Set-up and load of historical records from prior vendor, supplied in Medco format	\$0.07 per claim ⁴
• High Utilization Management Program (Level II – Intervention)	Quoted upon request
• Retrospective DUR	\$0.10 per claim
• Customized Physician Practice Summary Program	Quoted upon request
Enhanced Reviews and Appeals Management	
• Medco's Coverage Authorization Program, consisting of prior authorization, step therapy, quantity duration/dose duration, quantity per dispensing event capabilities, and dose optimization (coverage option), including initial determinations and first-level appeals	\$55.00 per case or included in UM bundle fee.
• Reviews and Appeals Management – Plan Design <ul style="list-style-type: none"> - Medco handles all initial determinations and first-level appeals 	\$55.00 per case
• Second-level and urgent appeals, including transmission of case information to IROs or other external review entities: <ul style="list-style-type: none"> - Coverage Authorization requests - Plan Design-related requests 	\$10.00 per case (incremental to per case fees above, or if BRIDGEPORT has a UM Bundle, incremental to Utilization Management Program fee)
Reporting	
• Additional Ad-hoc report production, reprogramming, and testing of non-standard BRIDGEPORT requirements	Quoted upon request
• BRIDGEPORT's requests for claims data, Plan Design information, or production files for itself or its designees (subject to execution of Medco's confidentiality agreement) <ul style="list-style-type: none"> - Requests for multiple data feeds 	Quoted upon request
- Data feeds to third-party vendors on CD-ROM	Additional fees per file, per cycle – quoted upon request
	Additional fees per file, per cycle – quoted upon request
Member Communication Materials	
• Replacement of any Member Communication materials, Formulary materials, or Identification Cards upon an Eligible Person's request	Quoted upon request

⁴ Fee waived for six months of claims data if BRIDGEPORT implements Retrospective DUR at \$0.10 per claim on the Effective Date.

<ul style="list-style-type: none"> Customization, re-issuance, or replacement of Member Communication materials, Formulary materials, or Identification Cards on a Group or BRIDGEPORT-wide basis, if requested by BRIDGEPORT 	Quoted upon request
<ul style="list-style-type: none"> Prescription Drug Benefit Statement: <ul style="list-style-type: none"> Statement to Eligible Persons providing prescription history along with specific recommended actions and related savings. Quarterly summary reporting to BRIDGEPORT. 	\$1.50 per statement plus actual postage charges
<ul style="list-style-type: none"> Eligible Person communications describing the benefit or changes to the benefit, except for initial Welcome Package for new designated Eligible Persons 	Quoted upon request
<ul style="list-style-type: none"> Customized, targeted Eligible Person mailings for closed/custom formulary 	Quoted upon request
<ul style="list-style-type: none"> Retail Refill Allowance Program Member Communications Materials 	\$2.50 per Primary Eligible Participant plus postage costs on reminder letters
<ul style="list-style-type: none"> BRIDGEPORT requested Mailings direct to Eligible Persons, physicians, or BRIDGEPORT location 	Postage charges
Physician Communications	
<ul style="list-style-type: none"> Charges by physicians or medical practices for the completion of prior authorization forms, clarification of prescriptions, or other requests for information relating to coverage authorization or a prescribed medication 	Amount Medco is required to pay physician or medical practice
medco.com	
<ul style="list-style-type: none"> BRIDGEPORT customization of medco.com 	Quoted upon request
Audit Support	
<ul style="list-style-type: none"> Data in excess of a rolling twenty-four (24) months 	Quoted upon request
<ul style="list-style-type: none"> Medco support of additional client audits 	\$35,000 per audit
Medco Consumer Choice Plan®	
<ul style="list-style-type: none"> Core Services <ul style="list-style-type: none"> MCCP Benefit Design Consulting Services (identification of BRIDGEPORT's needs and goals and development of a strategy designed to optimize the prescription drug benefit plan design and metrics to measure success) System Installation and Verification Dedicated MCCP Operations Team Real-time Accumulation of Pharmacy and Medical Benefit Transactions or Pharmacy and Medical Data Batch Transactions Automated Data Transmission Monitoring and Reconciliation (benefit transaction reconciliation, duplicate checking, and threshold paging) Performance Reporting and Analytics (financial metrics, utilization, peer benchmarking, accumulator status and conversion rates, and modeling of different plan design scenarios) 	<p>\$0.20 Per Eligible Person Per Month ("PMPM") for existing connections with medical carrier or TPA. Fees to establish connection with new medical carrier or TPA will be quoted upon request.</p> <p>Additional services will be quoted upon request.</p> <p>Postage charges are not included and will be billed to BRIDGEPORT.</p>
<ul style="list-style-type: none"> Comprehensive Member Engagement Services <ul style="list-style-type: none"> MCCP Benefit Design Consulting Services (identification of BRIDGEPORT's needs and goals and development of a strategy designed to optimize the prescription drug benefit plan design and metrics to measure success) Web-Based Enrollment Decision-Support Tools and Services Dedicated MCCP Member Service Team Benefit Optimization/Member Coaching of Members Access to Medco's Library of Member Communication Templates for the MCCP Program Prescription Benefit Review Statements Medication Compliance and Outreach Program Preventive Medications Program (including customization of a 	<p>Additional \$0.75 PMPM for existing connection with medical carrier or TPA, so the total cost of Medco Consumer Choice Plan® (consisting of Core Services and Comprehensive Member Engagement Services) will be \$0.95 PMPM. Fees to establish connection with new medical carrier or TPA will be quoted upon request.</p> <p>Additional services will be quoted upon request.</p>

<pre>preventive drug list) (fee for optional letter of certification quoted upon request) - Processing of Estimated Claim-Level Rebates at Point-of-Sale</pre>	Postage charges are not included and will be billed to BRIDGEPORT.
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Note: Charge for additional services not listed above will be determined by Medco and quoted upon request.

5. UTILIZATION MANAGEMENT PROGRAM

Medco will provide to BRIDGEPORT Utilization Management Programs, which will be outlined in a Utilization Management Program Document (the "UMP Document") to be entered into at a date determined by the parties. The UMP Document will be effective as of the Effective Date of this Agreement and when executed, will be entered into contemporaneously with this Agreement. The UMP Document at such time that it is entered into by both parties, is incorporated by reference herein. The UMP Document may be modified in the form of a new UMP Document agreed upon by the parties in writing.

6. SERVICE FEE PAYMENT AND DISCLOSURE OF FEES TO BRIDGEPORT

Medco will pay to BRIDGEPORT's benefit advisor ("BENEFIT ADVISOR"), a service fee which may be in the form of a commission, marketing fee, incentives or other allowances ("Service Fee"). The Service Fee may vary based on the services BENEFIT ADVISOR has provided to Medco or BRIDGEPORT, and BRIDGEPORT acknowledges and consents to Medco paying such Service Fee. BENEFIT ADVISOR has acknowledged and agreed that it will disclose to BRIDGEPORT all Service Fees that BENEFIT ADVISOR receives from Medco including the form of such compensation (e.g., commissions, marketing fee, incentives, allowances). In the event BENEFIT ADVISOR does not provide such disclosure, Medco shall have the right to advise BRIDGEPORT of the service fee arrangement including the amount and rate of any such compensation.

7. RENEWAL ALLOWANCE

After ninety (90) days following full implementation of BRIDGEPORT's Integrated Program and for the Initial Term of this Agreement, Medco will credit up to \$4.00 per household against future billings under BRIDGEPORT's Program for documented expenses incurred and submitted by BRIDGEPORT to Medco for the preparation and/or implementation of BRIDGEPORT's Integrated Program (e.g., consulting fees, RFP preparation, or special communications associated with the Integrated Program roll-out).

8. MAIL ORDER DISCOUNT INCENTIVE

At the end of the sixth and twelfth months of each Contract Year during the Initial Term, Medco will calculate the Mail Order Penetration Rate. For each five percentage point increase in the Mail Order Penetration Rate (measured from the Mail Order Penetration Rate for the six (6) month period from October 1, 2011 to March 31, 2012 ("Base Period")) the applicable discount for generic drugs dispensed under the Mail Order Program will be increased in succeeding six (6) month periods by one percentage point, up to a maximum increase of five percentage points (the "Mail Order Penetration Discount"). The applicable Mail Order Penetration Discount will become effective on the first day of the second month after the close of the applicable six (6) month period in which it was earned. If the Mail Order Penetration Rate falls below the rate that resulted in the then applicable Mail Order Penetration Discount for two consecutive six (6) month measurement periods, the Mail Order Penetration Discount will be reduced to the level resulting from the Mail Order Penetration Rate for the second six (6) month measurement period, effective on the first day of the second month after the close of such second six (6) month period.

9. MARKET CHECK

Anytime between the first and third quarter of the first contract year, COALITION may conduct a competitive assessment of the marketplace. COALITION shall select a nationally-recognized, leading independent consultant in the pharmacy benefit management field reasonably acceptable to Medco, subject to execution of a reasonable confidentiality agreement (if one has not already been executed by the consultant) and at COALITION' expense. The Market Check will compare the aggregate value of the COALITION Pricing Terms, and all other contractual terms with a financial impact, such as performance guarantees, using twelve (12) months of Medco historical data, with the aggregate value of contracted pricing terms then currently available in the market for similar services and/or individual companies of similar size and plan designs and drug utilization to COALITION, in the aggregate, for a contract term that is equal to the remainder of the current contract term and which contains the same annual market check and early termination provisions.

For purposes of the comparison, differences in the relative mail versus retail drug spend between COALITION and individual employers shall be reflected in the analysis, where possible, and Copayment/ Coinsurance structure, formulary type, use of an Integrated Program, mail penetration, generic dispensing rates, size of retail network, type of specialty program and, if available, demographics (including whether the contractual terms apply to an active versus retiree population). Such comparison will be based on the mail and retail pricing for brand and generic drugs, pricing for specialty drugs, dispensing fees, administrative fees, rebates, and other terms with a financial impact. COALITION or its consultant will provide Medco with the following information relating to such other offers: rebate guarantee conditions, required clinical programs, definition of brand and generic Drugs, zero balance billing at retail requirements, plan design, formulary administration, and plan utilization, and other terms that may reasonably have an impact on price.

The Market Check report prepared by COALITION's consultant (the "Report"), will be submitted to Medco, and Medco will provide its comments to the Report to COALITION and the COALITION consultant within twenty (20) business days of receipt. If the report finds that the current market conditions would yield a 2.0% or more savings of plan costs, then the parties will discuss in good faith the report and a revision to the deal, which should go into effect on January 1, 2013. If the parties are unable to reach agreement on revised COALITION' Pricing Terms and other applicable provisions within ninety (90) days from the date of the Report, then either party may terminate this Agreement upon ninety (90) days' prior written notice.

**SCHEDULE B
SPECIALTY DRUG LISTS**

Mail Specialty List

THERAPY	DRUG	Per Diem & Nursing Service Charges	Non Exclusive	Exclusive	Dispens ing Fees
			AWP Discount	AWP Discount	
Anemia	ARANESP		11.5788%	12.6190%	\$0.00
Anemia	EPOGEN		11.5788%	12.6190%	\$0.00
Anemia	PROCRIT		11.5788%	12.6190%	\$0.00
Anemia	SOLIRIS		11.5788%	11.5788%	\$0.00
Cancer	ABRAXANE		11.5788%	12.6190%	\$0.00
Cancer	ADCETRIS		11.5788%	11.5788%	\$0.00
Cancer	AFINITOR		11.5788%	11.5788%	\$0.00
Cancer	ARRANON		11.5788%	12.6190%	\$0.00
Cancer	ARZERRA		11.5788%	12.6190%	\$0.00
Cancer	AVASTIN		11.5788%	12.6190%	\$0.00
Cancer	DACOGEN		11.5788%	12.6190%	\$0.00
Cancer	ELIGARD		11.5788%	12.6190%	\$0.00
Cancer	ERBITUX		11.5788%	12.6190%	\$0.00
Cancer	FIRMAGON		11.5788%	11.5788%	\$0.00
Cancer	FOLOTYN		11.5788%	11.5788%	\$0.00
Cancer	GLEEVEC		11.5788%	12.6190%	\$0.00
Cancer	HALAVEN		11.5788%	12.6190%	\$0.00
Cancer	HERCEPTIN		11.5788%	12.6190%	\$0.00
Cancer	HYCANTIN ORAL		11.5788%	12.6190%	\$0.00
Cancer	ISTODAX		11.5788%	12.6190%	\$0.00
Cancer	IXEMPRO		11.5788%	12.6190%	\$0.00
Cancer	JEVTANA		11.5788%	12.6190%	\$0.00
Cancer	LEUPROLIDE *		16.7800%	19.9008%	\$0.00
Cancer	LUPRON DEPOT		11.5788%	12.6190%	\$0.00
Cancer	MOZOBIL *		11.5788%	12.6190%	\$0.00
Cancer	NEXAVAR		11.5788%	12.6190%	\$0.00
Cancer	OCTREOTIDE ACETATE		11.5788%	12.6190%	\$0.00
Cancer	OFORTA		11.5788%	12.6190%	\$0.00
Cancer	PROLEUKIN *		11.5788%	12.6190%	\$0.00
Cancer	REVLIMID		11.5788%	11.5788%	\$0.00
Cancer	RITUXAN		11.5788%	12.6190%	\$0.00
Cancer	SANDOSTATIN (all forms and strengths)		11.5788%	12.6190%	\$0.00
Cancer	SPRYCEL		11.5788%	11.5788%	\$0.00
Cancer	SUTENT		11.5788%	12.6190%	\$0.00
Cancer	SYLATRON		12.6190%	12.6190%	\$0.00
Cancer	TARCEVA		11.5788%	12.6190%	\$0.00
Cancer	TASIGNA		11.5788%	12.6190%	\$0.00
Cancer	TEMODAR		11.5788%	12.6190%	\$0.00

Cancer	THALOMID		11.5788%	12.6190%	\$0.00
Cancer	TORISEL		11.5788%	12.6190%	\$0.00
Cancer	TREANDA		11.5788%	12.6190%	\$0.00
Cancer	TYKERB		11.5788%	12.6190%	\$0.00
Cancer	VANTAS		11.5788%	12.6190%	\$0.00
Cancer	VECTIBIX		11.5788%	12.6190%	\$0.00
Cancer	VELCADE		11.5788%	12.6190%	\$0.00
Cancer	VIDAZA		11.5788%	12.6190%	\$0.00
Cancer	VOTRIENT		11.5788%	11.5788%	\$0.00
Cancer	XALKORI		11.5788%	12.6190%	\$0.00
Cancer	XELODA*		11.5788%	12.6190%	\$0.00
Cancer	XGEVA		11.5788%	12.6190%	\$0.00
Cancer	YERVOY		11.5788%	12.6190%	\$0.00
Cancer	ZELBORAF		11.5788%	11.5788%	\$0.00
Cancer	ZOLADEX		11.5788%	12.6190%	\$0.00
Cancer	ZOLINZA		11.5788%	12.6190%	\$0.00
Cancer	ZYTIGA		11.5788%	12.6190%	\$0.00
Crohn's Disease	CIMZIA		11.5788%	12.6190%	\$0.00
DVT/Anticoagulation	ARIXTRA *		11.5788%	12.6190%	\$0.00
DVT/Anticoagulation	ENOXAPARIN SODIUM *		11.5788%	12.6190%	\$0.00
DVT/Anticoagulation	FONDAPARINUX SODIUM *		11.5788%	12.6190%	\$0.00
DVT/Anticoagulation	FRAGMIN *		11.5788%	12.6190%	\$0.00
DVT/Anticoagulation	INNOHEP *		11.5788%	12.6190%	\$0.00
DVT/Anticoagulation	IPRIVASK *		11.5788%	12.6190%	\$0.00
DVT/Anticoagulation	LOVENOX *		11.5788%	12.6190%	\$0.00
Growth Stimulating Agents	GENOTROPIN		11.5788%	12.6190%	\$0.00
Growth Stimulating Agents	HUMATROPE		11.5788%	12.6190%	\$0.00
Growth Stimulating Agents	INCRELEX		7.4178%	7.4178%	\$0.00
Growth Stimulating Agents	NORDITROPIN (all forms and strengths)		11.5788%	12.6190%	\$0.00
Growth Stimulating Agents	NUTROPIN (all forms and strengths)		11.5788%	12.6190%	\$0.00
Growth Stimulating Agents	OMNITROPE		11.5788%	12.6190%	\$0.00
Growth Stimulating Agents	SAIZEN		11.5788%	12.6190%	\$0.00
Growth Stimulating Agents	SEROSTIM		11.5788%	12.6190%	\$0.00
Growth Stimulating Agents	TEV-TROPIN		11.5788%	12.6190%	\$0.00
Growth Stimulating Agents	ZORBIVE		11.5788%	12.6190%	\$0.00
Hemophilia	ADVATE		16.7800%	19.9008%	\$0.00
Hemophilia	ALPHANATE		19.9008%	21.9813%	\$0.00
Hemophilia	ALPHANINE SD		19.9008%	21.9813%	\$0.00
Hemophilia	BEBULIN		5.3373%	5.3373%	\$0.00
Hemophilia	BENEFIX		12.6190%	12.6190%	\$0.00
Hemophilia	CORIFACT		15.7398%	19.9008%	\$0.00
Hemophilia	FEIBA		21.9813%	24.0618%	\$0.00
Hemophilia	HELIXATE (all forms and strengths)		19.9008%	21.9813%	\$0.00
Hemophilia	HEMOFIL M		21.9813%	24.0618%	\$0.00
Hemophilia	HUMATE-P		16.7800%	19.9008%	\$0.00

Hemophilia	KOATE (all forms and strengths)		21.9813%	24.0618%	\$0.00
Hemophilia	KOGENATE		21.9813%	24.0618%	\$0.00
Hemophilia	MONOCLATE P		19.9008%	24.0618%	\$0.00
Hemophilia	MONONINE		19.9008%	21.9813%	\$0.00
Hemophilia	NOVOSEVEN RT		19.9008%	21.9813%	\$0.00
Hemophilia	PROFILNINE (all forms and strengths)		15.7398%	24.0618%	\$0.00
Hemophilia	RECOMBINATE		19.9008%	21.9813%	\$0.00
Hemophilia	RIASTAP *		6.3775%	7.4178%	\$0.00
Hemophilia	STIMATE		11.5788%	11.5788%	\$0.00
Hemophilia	WILATE		16.7800%	19.9008%	\$0.00
Hemophilia	XYNTHA (all forms and strengths)		12.6190%	19.9008%	\$0.00
Hepatitis	COPEGUS		12.6190%	12.6190%	\$0.00
Hepatitis	INCIVEK		12.6190%	12.6190%	\$0.00
Hepatitis	INFERGEN		12.6190%	12.6190%	\$0.00
Hepatitis	INTRON A (all forms and strengths)		12.6190%	12.6190%	\$0.00
Hepatitis	PEGASYS		12.6190%	12.6190%	\$0.00
Hepatitis	PEG-INTRON (all forms and strengths)		12.6190%	12.6190%	\$0.00
Hepatitis	REBETOL		12.6190%	12.6190%	\$0.00
Hepatitis	RIBASPHERE		42.7863%	42.7863%	\$0.00
Hepatitis	RIBAVIRIN		42.7863%	42.7863%	\$0.00
Hepatitis	VICTRELIS		12.6190%	12.6190%	\$0.00
Hereditary Tyrosinemia	ORFADIN		Plus 4.0250%	Plus 4.0250%	\$0.00
HIV	EGRIFTA		11.5788%	12.6190%	\$0.00
HIV	FUZEON		11.5788%	12.6190%	\$0.00
Homocystinuria	CYSTADANE		11.5788%	12.6190%	\$0.00
Immune Deficiency	ACTIMMUNE		11.5788%	12.6190%	\$0.00
Immune Deficiency	ADAGEN		Plus 4.0250%	Plus 4.0250%	\$0.00
Immune Deficiency	CARIMUNE NF	**	11.5788%	13.6593%	\$0.00
Immune Deficiency	CYTOGAM *	**	12.6190%	13.6593%	\$0.00
Immune Deficiency	FLEBOGAMMA	**	11.5788%	13.6593%	\$0.00
Immune Deficiency	GAMASTAN *	**	11.5788%	13.6593%	\$0.00
Immune Deficiency	GAMMAGARD	**	11.5788%	13.6593%	\$0.00
Immune Deficiency	GAMMAGARD LIQUID	**	11.5788%	11.5788%	\$0.00
Immune Deficiency	GAMMAPLEX	**	11.5788%	13.6593%	\$0.00
Immune Deficiency	GAMUNEX	**	11.5788%	13.6593%	\$0.00
Immune Deficiency	HIZENTRA	**	11.5788%	12.6190%	\$0.00
Immune Deficiency	HYPERRHO S/D *	**	16.7800%	16.7800%	\$0.00
Immune Deficiency	MICRHOGAM *	**	12.6190%	13.6593%	\$0.00
Immune Deficiency	OCTAGAM	**	11.5788%	13.6593%	\$0.00
Immune Deficiency	PRIVIGEN	**	11.5788%	12.6190%	\$0.00
Immune Deficiency	RHOGAM *	**	12.6190%	13.6593%	\$0.00
Immune Deficiency	RHOPHYLAC *	**	12.6190%	13.6593%	\$0.00
Immune Deficiency	VIVAGLOBIN	**	11.5788%	12.6190%	\$0.00

Immune Deficiency	WINRHO (all forms and strengths) *	**	21.9813%	21.9813%	\$0.00
Infertility	BRAVELLE *		11.5788%	12.6190%	\$0.00
Infertility	CETROTIDE *		11.5788%	12.6190%	\$0.00
Infertility	CHORIONIC GONADOTROPIN *		11.5788%	12.6190%	\$0.00
Infertility	FOLLISTIM AQ *		11.5788%	12.6190%	\$0.00
Infertility	GANIRELIX ACETATE *		11.5788%	12.6190%	\$0.00
Infertility	GONAL-F (all forms and strengths) *		11.5788%	12.6190%	\$0.00
Infertility	LUVERIS *		11.5788%	12.6190%	\$0.00
Infertility	MENOPUR *		11.5788%	12.6190%	\$0.00
Infertility	NOVAREL *		11.5788%	12.6190%	\$0.00
Infertility	OVIDREL *		11.5788%	12.6190%	\$0.00
Infertility	PREGNYL *		11.5788%	12.6190%	\$0.00
Infertility	REPRONEX *		11.5788%	12.6190%	\$0.00
Metabolic Disorder	ALDURAZYME	**	7.4178%	7.4178%	\$0.00
Metabolic Disorder	BERINERT *		11.5788%	12.6190%	\$0.00
Metabolic Disorder	CARBAGLU		5.3373%	5.3373%	\$0.00
Metabolic Disorder	CEREZYME	**	11.5788%	12.6190%	\$0.00
Metabolic Disorder	ELAPRASE	**	11.5788%	12.6190%	\$0.00
Metabolic Disorder	FABRAZYME	**	6.3775%	6.3775%	\$0.00
Metabolic Disorder	FIRAZYR *		12.6190%	13.6593%	\$0.00
Metabolic Disorder	LUMIZYME	**	10.5385%	10.5385%	\$0.00
Metabolic Disorder	MYOZYME	**	11.5788%	11.5788%	\$0.00
Metabolic Disorder	NAGLAZYME	**	11.5788%	12.6190%	\$0.00
Metabolic Disorder	V-PRIV	**	11.5788%	12.6190%	\$0.00
Multiple Sclerosis	AMPYRA		11.5788%	11.5788%	\$0.00
Multiple Sclerosis	AVONEX		11.5788%	12.6190%	\$0.00
Multiple Sclerosis	BETASERON		11.5788%	12.6190%	\$0.00
Multiple Sclerosis	COPAXONE		11.5788%	12.6190%	\$0.00
Multiple Sclerosis	EXTAVIA		11.5788%	12.6190%	\$0.00
Multiple Sclerosis	GILENYA		11.5788%	12.6190%	\$0.00
Multiple Sclerosis	MITOXANTRONE		11.5788%	12.6190%	\$0.00
Multiple Sclerosis	NOVANTRONE		11.5788%	12.6190%	\$0.00
Multiple Sclerosis	REBIF		11.5788%	12.6190%	\$0.00
Multiple Sclerosis	TYSABRI		10.5385%	10.5385%	\$0.00
Neutropenia/Thrombocytopenia	LEUKINE		11.5788%	12.6190%	\$0.00
Neutropenia/Thrombocytopenia	NEULASTA *		11.5788%	12.6190%	\$0.00
Neutropenia/Thrombocytopenia	NEUMEGA		11.5788%	12.6190%	\$0.00
Neutropenia/Thrombocytopenia	NEUPOGEN		11.5788%	12.6190%	\$0.00
Neutropenia/Thrombocytopenia	NPLATE		11.5788%	12.6190%	\$0.00
Ophthalmics	LUCENTIS		11.5788%	12.6190%	\$0.00
Ophthalmics	MACUGEN		11.5788%	12.6190%	\$0.00
Ophthalmics	OZURDEX		11.5788%	12.6190%	\$0.00
Ophthalmics	RETISERT		6.3775%	6.3775%	\$0.00
Osteo-Arthritis	EUFLEXXA		11.5788%	12.6190%	\$0.00
Osteo-Arthritis	HYALGAN		11.5788%	12.6190%	\$0.00

Osteo-Arthritis	ORTHOVISC		11.5788%	12.6190%	\$0.00
Osteo-Arthritis	SUPARTZ		11.5788%	12.6190%	\$0.00
Osteo-Arthritis	SYNVISC		11.5788%	12.6190%	\$0.00
Osteoporosis	FORTEO		12.6190%	12.6190%	\$0.00
Osteoporosis	PROLIA		11.5788%	12.6190%	\$0.00
Other Specialty Agents	ACTHAR GEL		11.5788%	12.6190%	\$0.00
Other Specialty Agents	APOKYN		11.5788%	12.6190%	\$0.00
Other Specialty Agents	ARCALYST		11.5788%	12.6190%	\$0.00
Other Specialty Agents	ATRYN *		11.5788%	12.6190%	\$0.00
Other Specialty Agents	CYTOVENE *		11.5788%	12.6190%	\$0.00
Other Specialty Agents	DYSPORT		11.5788%	12.6190%	\$0.00
Other Specialty Agents	EXJADE		11.5788%	11.5788%	\$0.00
Other Specialty Agents	GANCICLOVIR SODIUM *		11.5788%	12.6190%	\$0.00
Other Specialty Agents	KRYSTEXXA		11.5788%	12.6190%	\$0.00
Other Specialty Agents	LUPRON DEPOT PED		11.5788%	12.6190%	\$0.00
Other Specialty Agents	MAKENA		11.5788%	12.6190%	\$0.00
Other Specialty Agents	NULOJIX *		12.6190%	12.6190%	\$0.00
Other Specialty Agents	PRIALT *		11.5788%	11.5788%	\$0.00
Other Specialty Agents	PROMACTA		11.5788%	12.6190%	\$0.00
Other Specialty Agents	QUTENZA		11.5788%	11.5788%	\$0.00
Other Specialty Agents	SABRIL *		11.5788%	11.5788%	\$0.00
Other Specialty Agents	SAMSCA *		11.5788%	12.6190%	\$0.00
Other Specialty Agents	SENSIPAR		11.5788%	12.6190%	\$0.00
Other Specialty Agents	SOMATULINE DEPOT		11.5788%	12.6190%	\$0.00
Other Specialty Agents	SOMAVERT		11.5788%	12.6190%	\$0.00
Other Specialty Agents	SUPPRELIN LA		11.5788%	12.6190%	\$0.00
Other Specialty Agents	VIVITROL		11.5788%	12.6190%	\$0.00
Other Specialty Agents	XENAZINE		11.5788%	12.6190%	\$0.00
Other Specialty Agents	XEOMIN		1.1763%	5.3373%	\$0.00
Phenylketonuria (PKU)	KUVAN		11.5788%	12.6190%	\$0.00
Psoriasis	AMEVIVE		11.5788%	12.6190%	\$0.00
Pulmonary	ARALAST	**	11.5788%	11.5788%	\$0.00
Pulmonary	GLASSIA	**	11.5788%	11.5788%	\$0.00
Pulmonary	PULMOZYME		11.5788%	12.6190%	\$0.00
Pulmonary	TOBI		11.5788%	12.6190%	\$0.00
Pulmonary	XOLAIR		12.6190%	12.6190%	\$0.00
Pulmonary	ZEMAIRA	**	11.5788%	11.5788%	\$0.00
Pulmonary Hypertension	ADCIRCA		11.5788%	12.6190%	\$0.00
Pulmonary Hypertension	EPOPROSTENOL SODIUM	**	Plus 4.0250%	Plus 4.0250%	\$0.00
Pulmonary Hypertension	FLOLAN	**	Plus 4.0250%	Plus 4.0250%	\$0.00
Pulmonary Hypertension	LETAIRIS		11.5788%	12.6190%	\$0.00
Pulmonary Hypertension	REMODULIN	**	Plus 4.0250%	Plus 4.0250%	\$0.00
Pulmonary Hypertension	REVATIO		11.5788%	12.6190%	\$0.00
Pulmonary Hypertension	TRACLEER		11.5788%	12.6190%	\$0.00
Pulmonary Hypertension	TYVASO	**	Plus 4.0250%	Plus 4.0250%	\$0.00

Pulmonary Hypertension	VELETRI	**	Plus 4.0250%	Plus 4.0250%	\$0.00
Pulmonary Hypertension	VENTAVIS	**	Plus 4.0250%	Plus 4.0250%	\$0.00
Respiratory Syncytial Virus	SYNAGIS		11.5788%	12.6190%	\$0.00
Rheumatoid Arthritis and other autoimmune conditions	ACTEMRA		6.3775%	7.4178%	\$0.00
Rheumatoid Arthritis and other autoimmune conditions	BENLYSTA		11.5788%	12.6190%	\$0.00
Rheumatoid Arthritis and other autoimmune conditions	ENBREL		11.5788%	12.6190%	\$0.00
Rheumatoid Arthritis and other autoimmune conditions	HUMIRA		11.5788%	12.6190%	\$0.00
Rheumatoid Arthritis and other autoimmune conditions	KINERET		11.5788%	12.6190%	\$0.00
Rheumatoid Arthritis and other autoimmune conditions	ORENCIA		10.5385%	10.5385%	\$0.00
Rheumatoid Arthritis and other autoimmune conditions	ORENCIA SC		10.5385%	10.5385%	\$0.00
Rheumatoid Arthritis and other autoimmune conditions	REMICADE		11.5788%	12.6190%	\$0.00
Rheumatoid Arthritis and other autoimmune conditions	SIMPONI		11.5788%	12.6190%	\$0.00
Rheumatoid Arthritis and other autoimmune conditions	STELARA		11.5788%	12.6190%	\$0.00
Rheumatoid Arthritis and other autoimmune conditions	XIAFLEX		10.5385%	10.5385%	\$0.00

EXTENDED SPECIALTY DRUG LIST			Non Exclusive	Exclusive	
THERAPY	DRUG	Per Diem & Nursing Service Charges	AWP Discount	AWP Discount	Dispensing Fees
Cancer	8-MOP		Mail Brand AWP Discount	Mail Brand AWP Discount	\$0.00
Cancer	ADRIAMYCIN*		Mail Brand AWP Discount	Mail Brand AWP Discount	\$0.00
Cancer	ADRUCIL*		Mail Brand AWP Discount	Mail Brand AWP Discount	\$0.00
Cancer	AGRYLIN*		Mail Brand AWP Discount	Mail Brand AWP Discount	\$0.00

Cancer	ALIMTA		Mail Brand AWP Discount	Mail Brand AWP Discount	\$0.00
Cancer	ALKERAN		Mail Brand AWP Discount	Mail Brand AWP Discount	\$0.00
Cancer	ALOXI*		Mail Brand AWP Discount	Mail Brand AWP Discount	\$0.00
Cancer	ANAGRELIDE HYDROCHLORIDE*		MAC	MAC	\$0.00
Cancer	ANZEMET*		Mail Brand AWP Discount	Mail Brand AWP Discount	\$0.00
Cancer	BICALUTAMIDE		MAC	MAC	\$0.00
Cancer	BICNU*		Mail Brand AWP Discount	Mail Brand AWP Discount	\$0.00
Cancer	BLENOXANE*		Mail Brand AWP Discount	Mail Brand AWP Discount	\$0.00
Cancer	BLEOMYCIN SULFATE*		MAC	MAC	\$0.00
Cancer	CAMPATH*		Mail Brand AWP Discount	Mail Brand AWP Discount	\$0.00
Cancer	CAMPTOSAR*		Mail Brand AWP Discount	Mail Brand AWP Discount	\$0.00
Cancer	CARBOPLATIN*		MAC	MAC	\$0.00
Cancer	CASODEX		Mail Brand AWP Discount	Mail Brand AWP Discount	\$0.00
Cancer	CISPLATIN*		MAC	MAC	\$0.00
Cancer	CLADRIBINE*		MAC	MAC	\$0.00
Cancer	COSMEGEN*		Mail Brand AWP Discount	Mail Brand AWP Discount	\$0.00
Cancer	CYCLOPHOSPHAMIDE		MAC	MAC	\$0.00
Cancer	CYTARABINE*		Mail Brand AWP Discount	Mail Brand AWP Discount	\$0.00

Cancer	CYTOXAN*		Mail Brand AWP Discount	Mail Brand AWP Discount	\$0.00
Cancer	DACARBAZINE*		MAC	MAC	\$0.00
Cancer	DELESTROGEN		Mail Brand AWP Discount	Mail Brand AWP Discount	\$0.00
Cancer	DEPOCYT*		Mail Brand AWP Discount	Mail Brand AWP Discount	\$0.00
Cancer	DOXIL*		Mail Brand AWP Discount	Mail Brand AWP Discount	\$0.00
Cancer	DOXORUBICIN HCL*		MAC	MAC	\$0.00
Cancer	DTIC-DOME IV*		Mail Brand AWP Discount	Mail Brand AWP Discount	\$0.00
Cancer	EFUDEX*		Mail Brand AWP Discount	Mail Brand AWP Discount	\$0.00
Cancer	ELOXATIN*		Mail Brand AWP Discount	Mail Brand AWP Discount	\$0.00
Cancer	EMCYT*		Mail Brand AWP Discount	Mail Brand AWP Discount	\$0.00
Cancer	ESTRADIOL VALERATE		MAC	MAC	\$0.00
Cancer	ETOPOPHOS*		Mail Brand AWP Discount	Mail Brand AWP Discount	\$0.00
Cancer	ETOPOSIDE		MAC	MAC	\$0.00
Cancer	FASLODEX*		Mail Brand AWP Discount	Mail Brand AWP Discount	\$0.00
Cancer	FLOXURIDINE*		MAC	MAC	\$0.00
Cancer	FLUDARA*		Mail Brand AWP Discount	Mail Brand AWP Discount	\$0.00
Cancer	FLUDARABINE PHOSPHATE*		MAC	MAC	\$0.00
Cancer	FLUOROURACIL		MAC	MAC	\$0.00

Cancer	FUDR*		Mail Brand AWP Discount	Mail Brand AWP Discount	\$0.00
Cancer	GEMZAR*		Mail Brand AWP Discount	Mail Brand AWP Discount	\$0.00
Cancer	GLIADEL*		Mail Brand AWP Discount	Mail Brand AWP Discount	\$0.00
Cancer	HEXALEN		Mail Brand AWP Discount	Mail Brand AWP Discount	\$0.00
Cancer	IFEX*		Mail Brand AWP Discount	Mail Brand AWP Discount	\$0.00
Cancer	IFOSFAMIDE (all forms and strengths)*		MAC	MAC	\$0.00
Cancer	IRINOTECAN HCL*		MAC	MAC	\$0.00
Cancer	MELPHALAN HCL*		MAC	MAC	\$0.00
Cancer	MESNA*		MAC	MAC	\$0.00
Cancer	MESNEX		Mail Brand AWP Discount	Mail Brand AWP Discount	\$0.00
Cancer	METHOTREXATE*		MAC	MAC	\$0.00
Cancer	MUSTARGEN*		Mail Brand AWP Discount	Mail Brand AWP Discount	\$0.00
Cancer	MYOBLOC		Mail Brand AWP Discount	Mail Brand AWP Discount	\$0.00
Cancer	NAVELBINE*		Mail Brand AWP Discount	Mail Brand AWP Discount	\$0.00
Cancer	NEOSAR*		MAC	MAC	\$0.00
Cancer	ONXOL*		Mail Brand AWP Discount	Mail Brand AWP Discount	\$0.00
Cancer	OXALIPLATIN*		MAC	MAC	\$0.00
Cancer	PACLITAXEL*		MAC	MAC	\$0.00
Cancer	PANRETIN*		Mail Brand AWP Discount	Mail Brand AWP Discount	\$0.00

Cancer	PARAPLATIN*		Mail Brand AWP Discount	Mail Brand AWP Discount	\$0.00
Cancer	PLATINOL-AQ*		Mail Brand AWP Discount	Mail Brand AWP Discount	\$0.00
Cancer	TARABINE PFS*		Mail Brand AWP Discount	Mail Brand AWP Discount	\$0.00
Cancer	TARGRETIN*		Mail Brand AWP Discount	Mail Brand AWP Discount	\$0.00
Cancer	TAXOL*		Mail Brand AWP Discount	Mail Brand AWP Discount	\$0.00
Cancer	TAXOTERE*		Mail Brand AWP Discount	Mail Brand AWP Discount	\$0.00
Cancer	THERACYS*		Mail Brand AWP Discount	Mail Brand AWP Discount	\$0.00
Cancer	THIOTEPA*		MAC	MAC	\$0.00
Cancer	TICE BCG*		Mail Brand AWP Discount	Mail Brand AWP Discount	\$0.00
Cancer	TOPOSAR*		Mail Brand AWP Discount	Mail Brand AWP Discount	\$0.00
Cancer	TRELSTAR DEPOT*		Mail Brand AWP Discount	Mail Brand AWP Discount	\$0.00
Cancer	TRELSTAR LA*		Mail Brand AWP Discount	Mail Brand AWP Discount	\$0.00
Cancer	TRETINOIN		MAC	MAC	\$0.00
Cancer	TRISENOX*		Mail Brand AWP Discount	Mail Brand AWP Discount	\$0.00
Cancer	VALERGEN-20*		MAC	MAC	\$0.00
Cancer	VEPESID*		Mail Brand AWP Discount	Mail Brand AWP Discount	\$0.00

Cancer	VESANOID*		Mail Brand AWP Discount	Mail Brand AWP Discount	\$0.00
Cancer	VINBLASTINE SULFATE*		MAC	MAC	\$0.00
Cancer	VINCRISTINE SULFATE*		MAC	MAC	\$0.00
Cancer	VINORELBINE TARTRATE*		MAC	MAC	\$0.00
Hemophilia	DDAVP*		Mail Brand AWP Discount	Mail Brand AWP Discount	\$0.00
Hemophilia	DESMOPRESSIN ACETATE*		MAC	MAC	\$0.00
Hepatitis B	BARACLUDGE*		Mail Brand AWP Discount	Mail Brand AWP Discount	\$0.00
Hepatitis B	HEPAGAM B*		Mail Brand AWP Discount	Mail Brand AWP Discount	\$0.00
Hepatitis B	HEPSERA*		Mail Brand AWP Discount	Mail Brand AWP Discount	\$0.00
Hepatitis B	HYPERHEP B S-D*		Mail Brand AWP Discount	Mail Brand AWP Discount	\$0.00
Hepatitis B	NABI-HB*		Mail Brand AWP Discount	Mail Brand AWP Discount	\$0.00
HIV	APTIVUS*		Mail Brand AWP Discount	Mail Brand AWP Discount	\$0.00
HIV	COMBIVIR*		Mail Brand AWP Discount	Mail Brand AWP Discount	\$0.00
HIV	CRIXIVAN*		Mail Brand AWP Discount	Mail Brand AWP Discount	\$0.00
HIV	DIDANOSINE*		MAC	MAC	\$0.00
HIV	EMTRIVA*		Mail Brand AWP Discount	Mail Brand AWP Discount	\$0.00
HIV	EPIVIR (all forms and strengths)		Mail Brand	Mail Brand	\$0.00

			AWP Discount	AWP Discount	
HIV	EPZICOM*		Mail Brand AWP Discount	Mail Brand AWP Discount	\$0.00
HIV	INTELENCE*		Mail Brand AWP Discount	Mail Brand AWP Discount	\$0.00
HIV	INVIRASE*		Mail Brand AWP Discount	Mail Brand AWP Discount	\$0.00
HIV	KALETRA*		Mail Brand AWP Discount	Mail Brand AWP Discount	\$0.00
HIV	LEXIVA*		Mail Brand AWP Discount	Mail Brand AWP Discount	\$0.00
HIV	NORVIR*		Mail Brand AWP Discount	Mail Brand AWP Discount	\$0.00
HIV	PREZISTA*		Mail Brand AWP Discount	Mail Brand AWP Discount	\$0.00
HIV	RESCRIPTOR*		Mail Brand AWP Discount	Mail Brand AWP Discount	\$0.00
HIV	RETROVIR*		Mail Brand AWP Discount	Mail Brand AWP Discount	\$0.00
HIV	REYATAZ*		Mail Brand AWP Discount	Mail Brand AWP Discount	\$0.00
HIV	STAVUDINE*		MAC	MAC	\$0.00
HIV	SUSTIVA*		Mail Brand AWP Discount	Mail Brand AWP Discount	\$0.00
HIV	TRIZIVIR*		Mail Brand AWP Discount	Mail Brand AWP Discount	\$0.00
HIV	VIDEX (all forms and strengths)*		Mail Brand AWP Discount	Mail Brand AWP Discount	\$0.00

HIV	VIRAMUNE*		Mail Brand AWP Discount	Mail Brand AWP Discount	\$0.00
HIV	VIREAD*		Mail Brand AWP Discount	Mail Brand AWP Discount	\$0.00
HIV	ZERIT*		Mail Brand AWP Discount	Mail Brand AWP Discount	\$0.00
HIV	ZIAGEN*		Mail Brand AWP Discount	Mail Brand AWP Discount	\$0.00
HIV	ZIDOVUDINE*		MAC	MAC	\$0.00
Iron Overload	DEFERAL*		Mail Brand AWP Discount	Mail Brand AWP Discount	\$0.00
Osteoporosis	AREDIA		Mail Brand AWP Discount	Mail Brand AWP Discount	\$0.00
Osteoporosis	BONIVA		Mail Brand AWP Discount	Mail Brand AWP Discount	\$0.00
Osteoporosis	PAMIDRONATE DISODIUM		MAC	MAC	\$0.00
Osteoporosis	RECLAST		Mail Brand AWP Discount	Mail Brand AWP Discount	\$0.00
Osteoporosis	ZOMETA*		Mail Brand AWP Discount	Mail Brand AWP Discount	\$0.00
Other Specialty Agents	BOTOX (all forms and strengths)		Mail Brand AWP Discount	Mail Brand AWP Discount	\$0.00
Other Specialty Agents	DEFEROXAMINE MESYLATE*		MAC	MAC	\$0.00
PNE, diabetes insipidus	MINIRIN*		Mail Brand AWP Discount	Mail Brand AWP Discount	\$0.00
Psoriasis	OXSORALEN (all forms and strengths)		Mail Brand AWP Discount	Mail Brand AWP Discount	\$0.00
PSORIASIS	UVADEX*		Mail Brand	Mail Brand	\$0.00

			AWP Discount	AWP Discount	
Rheumatoid Arthritis/Cancer	METHOTREXATE SODIUM*		MAC	MAC	\$0.00
Rheumatoid Arthritis/Cancer	RHEUMATREX*		Mail Brand AWP Discount	Mail Brand AWP Discount	\$0.00
Rheumatoid Arthritis/Cancer	TREXALL*		Mail Brand AWP Discount	Mail Brand AWP Discount	\$0.00
Transplant	CELLCEPT*		Mail Brand AWP Discount	Mail Brand AWP Discount	\$0.00
Transplant	CYCLOSPORINE*		MAC	MAC	\$0.00
Transplant	GENGRAF*		MAC	MAC	\$0.00
Transplant	IMURAN*		Mail Brand AWP Discount	Mail Brand AWP Discount	\$0.00
Transplant	MYCOPHENOLATE MOFETIL*		MAC	MAC	\$0.00
Transplant	MYFORTIC*		Mail Brand AWP Discount	Mail Brand AWP Discount	\$0.00
Transplant	NEORAL*		Mail Brand AWP Discount	Mail Brand AWP Discount	\$0.00
Transplant	PROGRAF*		Mail Brand AWP Discount	Mail Brand AWP Discount	\$0.00
Transplant	RAPAMUNE*		Mail Brand AWP Discount	Mail Brand AWP Discount	\$0.00
Transplant	SANDIMMUNE*		Mail Brand AWP Discount	Mail Brand AWP Discount	\$0.00
Transplant	TACROLIMUS (all forms and strengths)*		MAC	MAC	\$0.00
Transplant	ZENAPAX*		Mail Brand AWP Discount	Mail Brand AWP Discount	\$0.00
Transplant/Rheumatoid Arthritis	AZASAN*		Mail Brand AWP Discount	Mail Brand AWP Discount	\$0.00

Transplant/Rheumatoid Arthritis	AZATHIOPRINE (all forms and strengths)*		MAC	MAC	\$0.00
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Retail SPECIALTY DRUG LIST			
Therapy	Drug	AWP Discount	Dispensing Fee
Anemia	ARANESP	12.6190%	\$1.05
Anemia	EPOGEN	12.6190%	\$1.05
Anemia	PROCRIT	12.6190%	\$1.05
Anemia	SOLIRIS	12.6190%	\$1.05
Cancer	ABRAXANE	12.6190%	\$1.05
Cancer	ADCETRIS	11.5788%	\$1.05
Cancer	AFINITOR	12.6190%	\$1.05
Cancer	ARRANON	12.6190%	\$1.05
Cancer	ARZERRA	12.6190%	\$1.05
Cancer	AVASTIN	12.6190%	\$1.05
Cancer	DACOGEN	12.6190%	\$1.05
Cancer	ELIGARD	12.6190%	\$1.05
Cancer	ERBITUX	12.6190%	\$1.05
Cancer	FIRMAGON	12.6190%	\$1.05
Cancer	FOLOTYN	12.6190%	\$1.05
Cancer	GLEEVEC	12.6190%	\$1.05
Cancer	HALAVEN	11.5788%	\$1.05
Cancer	HERCEPTIN	12.6190%	\$1.05
Cancer	HYCAMTIN ORAL	12.6190%	\$1.05
Cancer	ISTODAX	12.6190%	\$1.05
Cancer	IXEMPRA	12.6190%	\$1.05
Cancer	JEVTANA	12.6190%	\$1.05
Cancer	LEUPROLIDE	12.6190%	\$1.05
Cancer	LUPRON DEPOT	12.6190%	\$1.05
Cancer	MOZOBIL	12.6190%	\$1.05
Cancer	NEXAVAR	12.6190%	\$1.05
Cancer	OCTREOTIDE ACETATE	12.6190%	\$1.05
Cancer	OFORTA	12.6190%	\$1.05
Cancer	PROLEUKIN	12.6190%	\$1.05
Cancer	REVLIMID	12.6190%	\$1.05
Cancer	RITUXAN	12.6190%	\$1.05
Cancer	SANDOSTATIN (all forms and strengths)	12.6190%	\$1.05
Cancer	SPRYCEL	12.6190%	\$1.05
Cancer	SUTENT	12.6190%	\$1.05
Cancer	SYLATRON	12.6190%	\$1.05
Cancer	TARCEVA	12.6190%	\$1.05
Cancer	TASIGNA	12.6190%	\$1.05
Cancer	TEMODAR	12.6190%	\$1.05
Cancer	THALOMID	12.6190%	\$1.05
Cancer	TORISEL	12.6190%	\$1.05
Cancer	TREANDA	12.6190%	\$1.05
Cancer	TYKERB	12.6190%	\$1.05
Cancer	VANTAS	12.6190%	\$1.05
Cancer	VECTIBIX	12.6190%	\$1.05

Cancer	VELCADE	12.6190%	\$1.05
Cancer	VIDAZA	12.6190%	\$1.05
Cancer	VOTRIENT	12.6190%	\$1.05
Cancer	XALKORI	12.6190%	\$1.05
Cancer	XELODA	12.6190%	\$1.05
Cancer	XGEVA	11.5788%	\$1.05
Cancer	YERVOY	12.6190%	\$1.05
Cancer	ZELBORAF	Plus 4.0250%	\$1.05
Cancer	ZOLADAX	12.6190%	\$1.05
Cancer	ZOLINZA	12.6190%	\$1.05
Cancer	ZYTIGA	12.6190%	\$1.05
Crohn's Disease	CIMZIA	12.6190%	\$1.05
DVT/Anticoagulation	ARIXTRA	12.6190%	\$1.05
DVT/Anticoagulation	ENOXAPARIN SODIUM	12.6190%	\$1.05
DVT/Anticoagulation	FONDAPARINUX SODIUM	12.6190%	\$1.05
DVT/Anticoagulation	FRAGMIN	12.6190%	\$1.05
DVT/Anticoagulation	INNOHEP	12.6190%	\$1.05
DVT/Anticoagulation	IPRIVASK	12.6190%	\$1.05
DVT/Anticoagulation	LOVENOX	12.6190%	\$1.05
Growth Stimulating Agents	GENOTROPIN	12.6190%	\$1.05
Growth Stimulating Agents	HUMATROPE	12.6190%	\$1.05
Growth Stimulating Agents	INCRELEX	Plus 4.0250%	\$1.05
Growth Stimulating Agents	NORDITROPIN (all forms and strengths)	12.6190%	\$1.05
Growth Stimulating Agents	NUTROPIN (all forms and strengths)	12.6190%	\$1.05
Growth Stimulating Agents	OMNITROPE	12.6190%	\$1.05
Growth Stimulating Agents	SAIZEN	12.6190%	\$1.05
Growth Stimulating Agents	SEROSTIM	12.6190%	\$1.05
Growth Stimulating Agents	TEV-TROPIN	12.6190%	\$1.05
Growth Stimulating Agents	ZORBTIVE	12.6190%	\$1.05
Hemophilia	ADVATE	12.6190%	\$1.05
Hemophilia	ALPHANATE	12.6190%	\$1.05
Hemophilia	ALPHANINE SD	12.6190%	\$1.05
Hemophilia	BEBULIN	12.6190%	\$1.05
Hemophilia	BENEFIX	12.6190%	\$1.05
Hemophilia	CORIFACT	12.6190%	\$1.05
Hemophilia	FEIBA	12.6190%	\$1.05
Hemophilia	HELIXATE (all forms and strengths)	12.6190%	\$1.05
Hemophilia	HEMOPIL M	12.6190%	\$1.05
Hemophilia	HUMATE-P	12.6190%	\$1.05
Hemophilia	KOATE (all forms and strengths)	12.6190%	\$1.05
Hemophilia	KOGENATE	12.6190%	\$1.05
Hemophilia	MONOCLATE P	12.6190%	\$1.05
Hemophilia	MONONINE	12.6190%	\$1.05
Hemophilia	NOVOSEVEN RT	12.6190%	\$1.05
Hemophilia	PROFILNINE (all forms and strengths)	12.6190%	\$1.05
Hemophilia	RECOMBINATE	12.6190%	\$1.05
Hemophilia	RIASTAP	12.6190%	\$1.05
Hemophilia	STIMATE	12.6190%	\$1.05

Hemophilia	WILATE	12.6190%	\$1.05
Hemophilia	XYNTHA (all forms and strengths)	12.6190%	\$1.05
Hepatitis	COPEGUS	12.6190%	\$1.05
Hepatitis	INCIVEK	12.6190%	\$1.05
Hepatitis	INFERGEN	12.6190%	\$1.05
Hepatitis	INTRON A (all forms and strengths)	12.6190%	\$1.05
Hepatitis	PEGASYS	12.6190%	\$1.05
Hepatitis	PEG-INTRON (all forms and strengths)	12.6190%	\$1.05
Hepatitis	REBETOL	12.6190%	\$1.05
Hepatitis	RIBASPHERE	12.6190%	\$1.05
Hepatitis	RIBAVIRIN	12.6190%	\$1.05
Hepatitis	VICTRELIS	12.6190%	\$1.05
Hereditary Tyrosinemia	ORFADIN	Plus 4.0250%	\$1.05
HIV	EGRIFTA	12.6190%	\$1.05
HIV	FUZEON	12.6190%	\$1.05
Homocystinuria	CYSTADANE	12.6190%	\$1.05
Immune Deficiency	ACTIMMUNE	12.6190%	\$1.05
Immune Deficiency	ADAGEN	Plus 4.0250%	\$1.05
Immune Deficiency	CARIMUNE NF	12.6190%	\$1.05
Immune Deficiency	CYTOGAM	12.6190%	\$1.05
Immune Deficiency	FLEBOGAMMA	12.6190%	\$1.05
Immune Deficiency	GAMASTAN	12.6190%	\$1.05
Immune Deficiency	GAMMAGARD	12.6190%	\$1.05
Immune Deficiency	GAMMAGARD LIQUID	12.6190%	\$1.05
Immune Deficiency	GAMMAPLEX	12.6190%	\$1.05
Immune Deficiency	GAMUNEX	12.6190%	\$1.05
Immune Deficiency	HIZENTRA	12.6190%	\$1.05
Immune Deficiency	HYPERRHO S/D	12.6190%	\$1.05
Immune Deficiency	MICRHOGAM	12.6190%	\$1.05
Immune Deficiency	OCTAGAM	12.6190%	\$1.05
Immune Deficiency	PRIVIGEN	12.6190%	\$1.05
Immune Deficiency	RHOGAM	12.6190%	\$1.05
Immune Deficiency	RHOPHYLAC	12.6190%	\$1.05
Immune Deficiency	VIVAGLOBIN	12.6190%	\$1.05
Immune Deficiency	WINRHO (all forms and strengths)	12.6190%	\$1.05
Infertility	BRAVELLE	12.6190%	\$1.05
Infertility	CETROTIDE	12.6190%	\$1.05
Infertility	CHORIONIC GONADOTROPIN	12.6190%	\$1.05
Infertility	FOLLISTIM AQ	12.6190%	\$1.05
Infertility	GANIRELIX ACETATE	12.6190%	\$1.05
Infertility	GONAL-F (all forms and strengths)	12.6190%	\$1.05
Infertility	LUVERIS	12.6190%	\$1.05
Infertility	MENOPUR	12.6190%	\$1.05
Infertility	NOVAREL	12.6190%	\$1.05
Infertility	OVIDREL	12.6190%	\$1.05
Infertility	PREGNYL	12.6190%	\$1.05
Infertility	REPRONEX	12.6190%	\$1.05
Metabolic Disorder	ALDURAZYME	12.6190%	\$1.05

Metabolic Disorder	BERINERT	12.6190%	\$1.05
Metabolic Disorder	CARBAGLU	11.5788%	\$1.05
Metabolic Disorder	CEREZYME	12.6190%	\$1.05
Metabolic Disorder	ELAPRASE	12.6190%	\$1.05
Metabolic Disorder	FABRAZYME	12.6190%	\$1.05
Metabolic Disorder	FIRAZYR	12.6190%	\$1.05
Metabolic Disorder	LUMIZYME	11.5788%	\$1.05
Metabolic Disorder	MYOZYME	12.6190%	\$1.05
Metabolic Disorder	NAGLAZYME	12.6190%	\$1.05
Metabolic Disorder	V-PRIV	12.6190%	\$1.05
Multiple Sclerosis	AMPYRA	11.5788%	\$1.05
Multiple Sclerosis	AVONEX	12.6190%	\$1.05
Multiple Sclerosis	BETASERON	12.6190%	\$1.05
Multiple Sclerosis	COPAXONE	12.6190%	\$1.05
Multiple Sclerosis	EXTAVIA	12.6190%	\$1.05
Multiple Sclerosis	GILENYA	12.6190%	\$1.05
Multiple Sclerosis	MITOXANTRONE	12.6190%	\$1.05
Multiple Sclerosis	NOVANTRONE	12.6190%	\$1.05
Multiple Sclerosis	REBIF	12.6190%	\$1.05
Multiple Sclerosis	TYSABRI	11.5788%	\$1.05
Neutropenia/Thrombocytopenia	LEUKINE	12.6190%	\$1.05
Neutropenia/Thrombocytopenia	NEULASTA	12.6190%	\$1.05
Neutropenia/Thrombocytopenia	NEUMEGA	12.6190%	\$1.05
Neutropenia/Thrombocytopenia	NEUPOGEN	12.6190%	\$1.05
Neutropenia/Thrombocytopenia	NPLATE	12.6190%	\$1.05
Ophthalmics	LUCENTIS	12.6190%	\$1.05
Ophthalmics	MACUGEN	12.6190%	\$1.05
Ophthalmics	OZURDEX	12.6190%	\$1.05
Ophthalmics	RETISERT	11.5788%	\$1.05
Osteo-Arthritis	EUFLEXXA	12.6190%	\$1.05
Osteo-Arthritis	HYALGAN	12.6190%	\$1.05
Osteo-Arthritis	ORTHOVISC	12.6190%	\$1.05
Osteo-Arthritis	SUPARTZ	12.6190%	\$1.05
Osteo-Arthritis	SYNVISIC	12.6190%	\$1.05
Osteoporosis	FORTEO	12.6190%	\$1.05
Osteoporosis	PROLIA	11.5788%	\$1.05
Other Specialty Agents	ACTHAR GEL	12.6190%	\$1.05
Other Specialty Agents	APOKYN	12.6190%	\$1.05
Other Specialty Agents	ARCALYST	12.6190%	\$1.05
Other Specialty Agents	ATRYN	12.6190%	\$1.05
Other Specialty Agents	CYTOVENE	12.6190%	\$1.05
Other Specialty Agents	DYSPORT	12.6190%	\$1.05
Other Specialty Agents	EXJADE	11.5788%	\$1.05
Other Specialty Agents	GANCICLOVIR SODIUM	12.6190%	\$1.05
Other Specialty Agents	KRYSTEXXA	11.5788%	\$1.05
Other Specialty Agents	LUPRON DEPOT PED	12.6190%	\$1.05
Other Specialty Agents	MAKENA	12.6190%	\$1.05
Other Specialty Agents	NULOJIX	12.6190%	\$1.05

Other Specialty Agents	PRIALT	11.5788%	\$1.05
Other Specialty Agents	PROMACTA	12.6190%	\$1.05
Other Specialty Agents	QUTENZA	11.5788%	\$1.05
Other Specialty Agents	SABRIL	12.6190%	\$1.05
Other Specialty Agents	SAMSCA	12.6190%	\$1.05
Other Specialty Agents	SENSIPAR	12.6190%	\$1.05
Other Specialty Agents	SOMATULINE DEPOT	12.6190%	\$1.05
Other Specialty Agents	SOMAVERT	12.6190%	\$1.05
Other Specialty Agents	SUPPRELIN LA	12.6190%	\$1.05
Other Specialty Agents	VIVITROL	12.6190%	\$1.05
Other Specialty Agents	XENAZINE	12.6190%	\$1.05
Other Specialty Agents	XEOMIN	Plus 4.0250%	\$1.05
Phenylketonuria (PKU)	KUVAN	12.6190%	\$1.05
Psoriasis	AMEVIVE	12.6190%	\$1.05
Pulmonary	ARALAST	12.6190%	\$1.05
Pulmonary	GLASSIA	11.5788%	\$1.05
Pulmonary	PULMOZYME	12.6190%	\$1.05
Pulmonary	TOBI	12.6190%	\$1.05
Pulmonary	XOLAIR	12.6190%	\$1.05
Pulmonary	ZEMAIRA	12.6190%	\$1.05
Pulmonary Hypertension	ADCIRCA	12.6190%	\$1.05
Pulmonary Hypertension	EPOPROSTENOL SODIUM	Plus 4.0250%	\$1.05
Pulmonary Hypertension	FLOLAN	Plus 4.0250%	\$1.05
Pulmonary Hypertension	LETAIRIS	12.6190%	\$1.05
Pulmonary Hypertension	REMODULIN	Plus 4.0250%	\$1.05
Pulmonary Hypertension	REVATIO	12.6190%	\$1.05
Pulmonary Hypertension	TRACLEER	12.6190%	\$1.05
Pulmonary Hypertension	TYVASO	Plus 4.0250%	\$1.05
Pulmonary Hypertension	VELETRI	Plus 4.0250%	\$1.05
Pulmonary Hypertension	VENTAVIS	Plus 4.0250%	\$1.05
Respiratory Syncytial Virus	SYNAGIS	12.6190%	\$1.05
Rheumatoid Arthritis and other autoimmune conditions	ACTEMRA	Plus 4.0250%	\$1.05
Rheumatoid Arthritis and other autoimmune conditions	BENLYSTA	12.6190%	\$1.05
Rheumatoid Arthritis and other autoimmune conditions	ENBREL	12.6190%	\$1.05
Rheumatoid Arthritis and other autoimmune conditions	HUMIRA	12.6190%	\$1.05
Rheumatoid Arthritis and other autoimmune conditions	KINERET	12.6190%	\$1.05
Rheumatoid Arthritis and other autoimmune conditions	ORENCIA	11.5788%	\$1.05
Rheumatoid Arthritis and other autoimmune conditions	ORENCIA SC	11.5788%	\$1.05
Rheumatoid Arthritis and other autoimmune conditions	REMICADE	12.6190%	\$1.05
Rheumatoid Arthritis and other autoimmune conditions	SIMPONI	12.6190%	\$1.05
Rheumatoid Arthritis and other autoimmune conditions	STELARA	12.6190%	\$1.05

Rheumatoid Arthritis and other autoimmune conditions	XIAFLEX	Plus 4.0250%	\$1.05
EXTENDED SPECIALTY DRUG LIST			
Therapy	Drug	AWP Discount	Dispensing Fee
Cancer	8-MOP	Retail Brand AWP Discount	\$1.05
Cancer	ADRIAMYCIN	Retail Brand AWP Discount	\$1.05
Cancer	ADRUCIL	Retail Brand AWP Discount	\$1.05
Cancer	AGRYLIN	Retail Brand AWP Discount	\$1.05
Cancer	ALIMTA	Retail Brand AWP Discount	\$1.05
Cancer	ALKERAN	Retail Brand AWP Discount	\$1.05
Cancer	ALOXI	Retail Brand AWP Discount	\$1.05
Cancer	ANAGRELIDE HYDROCHLORIDE	MAC	\$1.05
Cancer	ANZEMET	Retail Brand AWP Discount	\$1.05
Cancer	BICALUTAMIDE	MAC	\$1.05
Cancer	BICNU	Retail Brand AWP Discount	\$1.05
Cancer	BLENOXANE	Retail Brand AWP Discount	\$1.05
Cancer	BLEOMYCIN SULFATE	MAC	\$1.05
Cancer	CAMPATH	Retail Brand AWP Discount	\$1.05
Cancer	CAMPTOSAR	Retail Brand AWP Discount	\$1.05
Cancer	CARBOPLATIN	MAC	\$1.05
Cancer	CASODEX	Retail Brand AWP Discount	\$1.05
Cancer	CISPLATIN	MAC	\$1.05
Cancer	CLADRIBINE	MAC	\$1.05
Cancer	COSMEGEN	Retail Brand AWP Discount	\$1.05
Cancer	CYCLOPHOSPHAMIDE	MAC	\$1.05
Cancer	CYTARABINE	Retail Brand AWP Discount	\$1.05
Cancer	CYTOXAN	Retail Brand AWP Discount	\$1.05
Cancer	DACARBAZINE	MAC	\$1.05
Cancer	DELESTROGEN	Retail Brand AWP Discount	\$1.05

Cancer	DEPOCYT	Retail Brand AWP Discount	\$1.05
Cancer	DOXIL	Retail Brand AWP Discount	\$1.05
Cancer	DOXORUBICIN HCL	MAC	\$1.05
Cancer	DTIC-DOME IV	Retail Brand AWP Discount	\$1.05
Cancer	EFUDEX	Retail Brand AWP Discount	\$1.05
Cancer	ELOXATIN	Retail Brand AWP Discount	\$1.05
Cancer	EMCYT	Retail Brand AWP Discount	\$1.05
Cancer	ESTRADIOL VALERATE	MAC	\$1.05
Cancer	ETOPOPHOS	Retail Brand AWP Discount	\$1.05
Cancer	ETOPOSIDE	MAC	\$1.05
Cancer	FASLODEX	Retail Brand AWP Discount	\$1.05
Cancer	FLOXURIDINE	MAC	\$1.05
Cancer	FLUDARA	Retail Brand AWP Discount	\$1.05
Cancer	FLUDARABINE PHOSPHATE	MAC	\$1.05
Cancer	FLUOROURACIL	MAC	\$1.05
Cancer	FUDR	Retail Brand AWP Discount	\$1.05
Cancer	GEMZAR	Retail Brand AWP Discount	\$1.05
Cancer	GLIADEL	Retail Brand AWP Discount	\$1.05
Cancer	HEXALEN	Retail Brand AWP Discount	\$1.05
Cancer	IFEX	Retail Brand AWP Discount	\$1.05
Cancer	IFOSFAMIDE (all forms and strengths)	MAC	\$1.05
Cancer	IRINOTECAN HCL	MAC	\$1.05
Cancer	MELPHALAN HCL	MAC	\$1.05
Cancer	MESNA	MAC	\$1.05
Cancer	MESNEX	Retail Brand AWP Discount	\$1.05
Cancer	METHOTREXATE	MAC	\$1.05
Cancer	MUSTARGEN	Retail Brand AWP Discount	\$1.05
Cancer	MYOBLOC	Retail Brand AWP Discount	\$1.05
Cancer	NAVELBINE	Retail Brand AWP Discount	\$1.05
Cancer	NEOSAR	MAC	\$1.05

Cancer	ONXOL	Retail Brand AWP Discount	\$1.05
Cancer	OXALIPLATIN	MAC	\$1.05
Cancer	PACLITAXEL	MAC	\$1.05
Cancer	PANRETIN	Retail Brand AWP Discount	\$1.05
Cancer	PARAPLATIN	Retail Brand AWP Discount	\$1.05
Cancer	PLATINOL-AQ	Retail Brand AWP Discount	\$1.05
Cancer	TARABINE PFS	Retail Brand AWP Discount	\$1.05
Cancer	TARGRETIN	Retail Brand AWP Discount	\$1.05
Cancer	TAXOL	Retail Brand AWP Discount	\$1.05
Cancer	TAXOTERE	Retail Brand AWP Discount	\$1.05
Cancer	THERACYS	Retail Brand AWP Discount	\$1.05
Cancer	THIOTEPA	MAC	\$1.05
Cancer	TICE BCG	Retail Brand AWP Discount	\$1.05
Cancer	TOPOSAR	Retail Brand AWP Discount	\$1.05
Cancer	TRELSTAR DEPOT	Retail Brand AWP Discount	\$1.05
Cancer	TRELSTAR LA	Retail Brand AWP Discount	\$1.05
Cancer	TRETINOIN	MAC	\$1.05
Cancer	TRISENOX	Retail Brand AWP Discount	\$1.05
Cancer	VALERGEN-20	MAC	\$1.05
Cancer	VEPESID	Retail Brand AWP Discount	\$1.05
Cancer	VESANOID	Retail Brand AWP Discount	\$1.05
Cancer	VINBLASTINE SULFATE	MAC	\$1.05
Cancer	VINCRISTINE SULFATE	MAC	\$1.05
Cancer	VINORELBINE TARTRATE	MAC	\$1.05
Hemophilia	DDAVP	Retail Brand AWP Discount	\$1.05
Hemophilia	DESMOPRESSIN ACETATE	MAC	\$1.05
Hepatitis B	BARACLUDE	Retail Brand AWP Discount	\$1.05
Hepatitis B	HEPAGAM B	Retail Brand AWP Discount	\$1.05
Hepatitis B	HEPSERA	Retail Brand AWP Discount	\$1.05

Hepatitis B	HYPERHEP B S-D	Retail Brand AWP Discount	\$1.05
Hepatitis B	NABI-HB	Retail Brand AWP Discount	\$1.05
HIV	APTIVUS	Retail Brand AWP Discount	\$1.05
HIV	COMBIVIR	Retail Brand AWP Discount	\$1.05
HIV	CRIXIVAN	Retail Brand AWP Discount	\$1.05
HIV	DIDANOSINE	MAC	\$1.05
HIV	EMTRIVA	Retail Brand AWP Discount	\$1.05
HIV	EPIVIR (all forms and strengths)	Retail Brand AWP Discount	\$1.05
HIV	EPZICOM	Retail Brand AWP Discount	\$1.05
HIV	INTELENCE	Retail Brand AWP Discount	\$1.05
HIV	INVIRASE	Retail Brand AWP Discount	\$1.05
HIV	KALETRA	Retail Brand AWP Discount	\$1.05
HIV	LEXIVA	Retail Brand AWP Discount	\$1.05
HIV	NORVIR	Retail Brand AWP Discount	\$1.05
HIV	PREZISTA	Retail Brand AWP Discount	\$1.05
HIV	RESCRIPTOR	Retail Brand AWP Discount	\$1.05
HIV	RETROVIR	Retail Brand AWP Discount	\$1.05
HIV	REYATAZ	Retail Brand AWP Discount	\$1.05
HIV	STAVUDINE	MAC	\$1.05
HIV	SUSTIVA	Retail Brand AWP Discount	\$1.05
HIV	TRIZIVIR	Retail Brand AWP Discount	\$1.05
HIV	VIDEX (all forms and strengths)	Retail Brand AWP Discount	\$1.05
HIV	VIRAMUNE	Retail Brand AWP Discount	\$1.05
HIV	VIREAD	Retail Brand AWP Discount	\$1.05
HIV	ZERIT	Retail Brand AWP Discount	\$1.05

HIV	ZIAGEN	Retail Brand AWP Discount	\$1.05
HIV	ZIDOVUDINE	MAC	\$1.05
Iron Overload	DESFERAL	Retail Brand AWP Discount	\$1.05
Osteoporosis	ARELIA	Retail Brand AWP Discount	\$1.05
Osteoporosis	BONIVA	Retail Brand AWP Discount	\$1.05
Osteoporosis	PAMIDRONATE DISODIUM	MAC	\$1.05
Osteoporosis	RECLAST	Retail Brand AWP Discount	\$1.05
Osteoporosis	ZOMETA	Retail Brand AWP Discount	\$1.05
Other Specialty Agents	BOTOX (all forms and strengths)	Retail Brand AWP Discount	\$1.05
Other Specialty Agents	DEFEROXAMINE MESYLATE	MAC	\$1.05
PNE, diabetes insipidus	MINIRIN	Retail Brand AWP Discount	\$1.05
Psoriasis	OXSORALEN (all forms and strengths)	Retail Brand AWP Discount	\$1.05
Psoriasis	UVADEX	Retail Brand AWP Discount	\$1.05
Rheumatoid Arthritis/Cancer	METHOTREXATE SODIUM	MAC	\$1.05
Rheumatoid Arthritis/Cancer	RHEUMATREX	Retail Brand AWP Discount	\$1.05
Rheumatoid Arthritis/Cancer	TREXALL	Retail Brand AWP Discount	\$1.05
Transplant	CELLCEPT	Retail Brand AWP Discount	\$1.05
Transplant	CYCLOSPORINE	MAC	\$1.05
Transplant	GENGRAF	MAC	\$1.05
Transplant	IMURAN	Retail Brand AWP Discount	\$1.05
Transplant	MYCOPHENOLATE MOFETIL	MAC	\$1.05
Transplant	MYFORTIC	Retail Brand AWP Discount	\$1.05
Transplant	NEORAL	Retail Brand AWP Discount	\$1.05
Transplant	PROGRAF	Retail Brand AWP Discount	\$1.05
Transplant	RAPAMUNE	Retail Brand AWP Discount	\$1.05
Transplant	SANDIMMUNE	Retail Brand AWP Discount	\$1.05
Transplant	TACROLIMUS (all forms and strengths)	MAC	\$1.05
Transplant	ZENAPAX	Retail Brand AWP Discount	\$1.05

Transplant/Rheumatoid Arthritis	AZASAN	Retail Brand AWP Discount	\$1.05
Transplant/Rheumatoid Arthritis	AZATHIOPRINE (all forms and strengths)	MAC	\$1.05

1. If carrier rates (i.e., U.S. mail and/or applicable commercial courier services) increase during the term of this Agreement, the Dispensing Fee will be increased to reflect such increase(s).
2. Charges for nursing visits and costs of supplies, equipment (e.g., pumps), and clinical monitoring required to administer certain Specialty Drugs indicated with ** above will be billed through Connecticut Public Sector Coalition 's medical carrier at rates that have been agreed between Medco and the medical carrier.
3. Connecticut Public Sector Coalition will pay Medco for the Covered Drugs listed on the Extended Specialty Drug List above based on the pricing set forth in the Mail-Order Pharmacy Program.
4. Please note that all rebates and guarantees, including net effective discounts, for Extended Specialty Drug List products (specialty drugs dispensed through Medco's mail-order pharmacies) are consistent with the rebates and guarantees for non-specialty drugs. Furthermore, Covered Drugs included under the Extended Specialty Drug list will be included in all calculations and measurements, as applicable, credits and payments under the Mail-Order Pharmacy Program. This inclusion relates to measurements of applicable Performance Standards and Penalties, Total Rebates and other applicable financial guarantees.
5. For the Exclusive Offer this pricing is contingent on Medco being the exclusive provider of Specialty Drugs through mail (e.g., US Postal Service, Federal Express, or other similar couriers), except those drugs designated above with an asterisk *. This pricing may be modified based upon state law requirements.

CORE SPECIALTY DRUG LIST			
Therapy	Drug	AWP Discount	Dispensing Fee
Anemia	ARANESP	12.6190%	\$1.05
Anemia	EPOGEN	12.6190%	\$1.05
Anemia	PROCRIT	12.6190%	\$1.05
Anemia	SOLIRIS	12.6190%	\$1.05
Cancer	ABRAXANE	12.6190%	\$1.05
Cancer	ADCETRIS	11.5788%	\$1.05
Cancer	AFINITOR	12.6190%	\$1.05
Cancer	ARRANON	12.6190%	\$1.05
Cancer	ARZERRA	12.6190%	\$1.05
Cancer	AVASTIN	12.6190%	\$1.05
Cancer	DACOGEN	12.6190%	\$1.05
Cancer	ELIGARD	12.6190%	\$1.05
Cancer	ERBITUX	12.6190%	\$1.05
Cancer	FIRMAGON	12.6190%	\$1.05
Cancer	FOLOTYN	12.6190%	\$1.05
Cancer	GLEEVEC	12.6190%	\$1.05
Cancer	HALAVEN	11.5788%	\$1.05
Cancer	HERCEPTIN	12.6190%	\$1.05
Cancer	HYCAMTIN ORAL	12.6190%	\$1.05
Cancer	ISTODAX	12.6190%	\$1.05
Cancer	IXEMPRA	12.6190%	\$1.05
Cancer	JEVTANA	12.6190%	\$1.05
Cancer	LEUPROLIDE	12.6190%	\$1.05
Cancer	LUPRON DEPOT	12.6190%	\$1.05
Cancer	MOZOBIL	12.6190%	\$1.05
Cancer	NEXAVAR	12.6190%	\$1.05
Cancer	OCTREOTIDE ACETATE	12.6190%	\$1.05
Cancer	OFORTA	12.6190%	\$1.05
Cancer	PROLEUKIN	12.6190%	\$1.05
Cancer	REVLIMID	12.6190%	\$1.05
Cancer	RITUXAN	12.6190%	\$1.05
Cancer	SANDOSTATIN (all forms and strengths)	12.6190%	\$1.05
Cancer	SPRYCEL	12.6190%	\$1.05
Cancer	SUTENT	12.6190%	\$1.05
Cancer	SYLATRON	12.6190%	\$1.05
Cancer	TARCEVA	12.6190%	\$1.05
Cancer	TASIGNA	12.6190%	\$1.05
Cancer	TEMODAR	12.6190%	\$1.05
Cancer	THALOMID	12.6190%	\$1.05
Cancer	TORISEL	12.6190%	\$1.05
Cancer	TREANDA	12.6190%	\$1.05
Cancer	TYKERB	12.6190%	\$1.05
Cancer	VANTAS	12.6190%	\$1.05

Cancer	VECTIBIX	12.6190%	\$1.05
Cancer	VELCADE	12.6190%	\$1.05
Cancer	VIDAZA	12.6190%	\$1.05
Cancer	VOTRIENT	12.6190%	\$1.05
Cancer	XALKORI	12.6190%	\$1.05
Cancer	XELODA	12.6190%	\$1.05
Cancer	XGEVA	11.5788%	\$1.05
Cancer	YERVOY	12.6190%	\$1.05
Cancer	ZELBORAF	Plus 4.0250%	\$1.05
Cancer	ZOLADAX	12.6190%	\$1.05
Cancer	ZOLINZA	12.6190%	\$1.05
Cancer	ZYTIGA	12.6190%	\$1.05
Crohn's Disease	CIMZIA	12.6190%	\$1.05
DVT/Anticoagulation	ARIXTRA	12.6190%	\$1.05
DVT/Anticoagulation	ENOXAPARIN SODIUM	12.6190%	\$1.05
DVT/Anticoagulation	FONDAPARINUX SODIUM	12.6190%	\$1.05
DVT/Anticoagulation	FRAGMIN	12.6190%	\$1.05
DVT/Anticoagulation	INNOHEP	12.6190%	\$1.05
DVT/Anticoagulation	IPRIVASK	12.6190%	\$1.05
DVT/Anticoagulation	LOVENOX	12.6190%	\$1.05
Growth Stimulating Agents	GENOTROPIN	12.6190%	\$1.05
Growth Stimulating Agents	HUMATROPE	12.6190%	\$1.05
Growth Stimulating Agents	INCRELEX	Plus 4.0250%	\$1.05
Growth Stimulating Agents	NORDITROPIN (all forms and strengths)	12.6190%	\$1.05
Growth Stimulating Agents	NUTROPIN (all forms and strengths)	12.6190%	\$1.05
Growth Stimulating Agents	OMNITROPE	12.6190%	\$1.05
Growth Stimulating Agents	SAIZEN	12.6190%	\$1.05
Growth Stimulating Agents	SEROSTIM	12.6190%	\$1.05
Growth Stimulating Agents	TEV-TROPIN	12.6190%	\$1.05
Growth Stimulating Agents	ZORBTIVE	12.6190%	\$1.05
Hemophilia	ADVATE	12.6190%	\$1.05
Hemophilia	ALPHANATE	12.6190%	\$1.05
Hemophilia	ALPHANINE SD	12.6190%	\$1.05
Hemophilia	BEBULIN	12.6190%	\$1.05
Hemophilia	BENEFIX	12.6190%	\$1.05
Hemophilia	CORIFACT	12.6190%	\$1.05
Hemophilia	FEIBA	12.6190%	\$1.05
Hemophilia	HELIXATE (all forms and strengths)	12.6190%	\$1.05
Hemophilia	HEMOPIL M	12.6190%	\$1.05
Hemophilia	HUMATE-P	12.6190%	\$1.05
Hemophilia	KOATE (all forms and strengths)	12.6190%	\$1.05
Hemophilia	KOGENATE	12.6190%	\$1.05
Hemophilia	MONOCLATE P	12.6190%	\$1.05
Hemophilia	MONONINE	12.6190%	\$1.05
Hemophilia	NOVOSEVEN RT	12.6190%	\$1.05
Hemophilia	PROFILNINE (all forms and strengths)	12.6190%	\$1.05
Hemophilia	RECOMBINATE	12.6190%	\$1.05
Hemophilia	RIASTAP	12.6190%	\$1.05

Hemophilia	STIMATE	12.6190%	\$1.05
Hemophilia	WILATE	12.6190%	\$1.05
Hemophilia	XYNTHA (all forms and strengths)	12.6190%	\$1.05
Hepatitis	COPEGUS	12.6190%	\$1.05
Hepatitis	INCIVEK	12.6190%	\$1.05
Hepatitis	INFERGEN	12.6190%	\$1.05
Hepatitis	INTRON A (all forms and strengths)	12.6190%	\$1.05
Hepatitis	PEGASYS	12.6190%	\$1.05
Hepatitis	PEG-INTRON (all forms and strengths)	12.6190%	\$1.05
Hepatitis	REBETOL	12.6190%	\$1.05
Hepatitis	RIBASPHERE	12.6190%	\$1.05
Hepatitis	RIBAVIRIN	12.6190%	\$1.05
Hepatitis	VICTRELIS	12.6190%	\$1.05
Hereditary Tyrosinemia	ORFADIN	Plus 4.0250%	\$1.05
HIV	EGRIFTA	12.6190%	\$1.05
HIV	FUZEON	12.6190%	\$1.05
Homocystinuria	CYSTADANE	12.6190%	\$1.05
Immune Deficiency	ACTIMMUNE	12.6190%	\$1.05
Immune Deficiency	ADAGEN	Plus 4.0250%	\$1.05
Immune Deficiency	CARIMUNE NF	12.6190%	\$1.05
Immune Deficiency	CYTOGAM	12.6190%	\$1.05
Immune Deficiency	FLEBOGAMMA	12.6190%	\$1.05
Immune Deficiency	GAMASTAN	12.6190%	\$1.05
Immune Deficiency	GAMMAGARD	12.6190%	\$1.05
Immune Deficiency	GAMMAGARD LIQUID	12.6190%	\$1.05
Immune Deficiency	GAMMAPLEX	12.6190%	\$1.05
Immune Deficiency	GAMUNEX	12.6190%	\$1.05
Immune Deficiency	HIZENTRA	12.6190%	\$1.05
Immune Deficiency	HYPERRHO S/D	12.6190%	\$1.05
Immune Deficiency	MICRHOGAM	12.6190%	\$1.05
Immune Deficiency	OCTAGAM	12.6190%	\$1.05
Immune Deficiency	PRIVIGEN	12.6190%	\$1.05
Immune Deficiency	RHOGAM	12.6190%	\$1.05
Immune Deficiency	RHOPHYLAC	12.6190%	\$1.05
Immune Deficiency	VIVAGLOBIN	12.6190%	\$1.05
Immune Deficiency	WINRHO (all forms and strengths)	12.6190%	\$1.05
Infertility	BRAVELLE	12.6190%	\$1.05
Infertility	CETROTIDE	12.6190%	\$1.05
Infertility	CHORIONIC GONADOTROPIN	12.6190%	\$1.05
Infertility	FOLLISTIM AQ	12.6190%	\$1.05
Infertility	GANIRELIX ACETATE	12.6190%	\$1.05
Infertility	GONAL-F (all forms and strengths)	12.6190%	\$1.05
Infertility	LUVERIS	12.6190%	\$1.05
Infertility	MENOPUR	12.6190%	\$1.05
Infertility	NOVAREL	12.6190%	\$1.05
Infertility	OVIDREL	12.6190%	\$1.05
Infertility	PREGNYL	12.6190%	\$1.05
Infertility	REPRONEX	12.6190%	\$1.05

Metabolic Disorder	ALDURAZYME	12.6190%	\$1.05
Metabolic Disorder	BERINERT	12.6190%	\$1.05
Metabolic Disorder	CARBAGLU	11.5788%	\$1.05
Metabolic Disorder	CEREZYME	12.6190%	\$1.05
Metabolic Disorder	ELAPRASE	12.6190%	\$1.05
Metabolic Disorder	FABRAZYME	12.6190%	\$1.05
Metabolic Disorder	FIRAZYR	12.6190%	\$1.05
Metabolic Disorder	LUMIZYME	11.5788%	\$1.05
Metabolic Disorder	MYOZYME	12.6190%	\$1.05
Metabolic Disorder	NAGLAZYME	12.6190%	\$1.05
Metabolic Disorder	V-PRIV	12.6190%	\$1.05
Multiple Sclerosis	AMPYRA	11.5788%	\$1.05
Multiple Sclerosis	AVONEX	12.6190%	\$1.05
Multiple Sclerosis	BETASERON	12.6190%	\$1.05
Multiple Sclerosis	COPAXONE	12.6190%	\$1.05
Multiple Sclerosis	EXTAVIA	12.6190%	\$1.05
Multiple Sclerosis	GILENYA	12.6190%	\$1.05
Multiple Sclerosis	MITOXANTRONE	12.6190%	\$1.05
Multiple Sclerosis	NOVANTRONE	12.6190%	\$1.05
Multiple Sclerosis	REBIF	12.6190%	\$1.05
Multiple Sclerosis	TYSABRI	11.5788%	\$1.05
Neutropenia/Thrombocytopenia	LEUKINE	12.6190%	\$1.05
Neutropenia/Thrombocytopenia	NEULASTA	12.6190%	\$1.05
Neutropenia/Thrombocytopenia	NEUMEGA	12.6190%	\$1.05
Neutropenia/Thrombocytopenia	NEUPOGEN	12.6190%	\$1.05
Neutropenia/Thrombocytopenia	NPLATE	12.6190%	\$1.05
Ophthalmics	LUCENTIS	12.6190%	\$1.05
Ophthalmics	MACUGEN	12.6190%	\$1.05
Ophthalmics	OZURDEX	12.6190%	\$1.05
Ophthalmics	RETISERT	11.5788%	\$1.05
Osteo-Arthritis	EUFLEXXA	12.6190%	\$1.05
Osteo-Arthritis	HYALGAN	12.6190%	\$1.05
Osteo-Arthritis	ORTHOVISC	12.6190%	\$1.05
Osteo-Arthritis	SUPARTZ	12.6190%	\$1.05
Osteo-Arthritis	SYNVISC	12.6190%	\$1.05
Osteoporosis	FORTEO	12.6190%	\$1.05
Osteoporosis	PROLIA	11.5788%	\$1.05
Other Specialty Agents	ACTHAR GEL	12.6190%	\$1.05
Other Specialty Agents	APOKYN	12.6190%	\$1.05
Other Specialty Agents	ARCALYST	12.6190%	\$1.05
Other Specialty Agents	ATRYN	12.6190%	\$1.05
Other Specialty Agents	CYTOVENE	12.6190%	\$1.05
Other Specialty Agents	DYSPORT	12.6190%	\$1.05
Other Specialty Agents	EXJADE	11.5788%	\$1.05
Other Specialty Agents	GANCICLOVIR SODIUM	12.6190%	\$1.05
Other Specialty Agents	KRYSTEXXA	11.5788%	\$1.05
Other Specialty Agents	LUPRON DEPOT PED	12.6190%	\$1.05
Other Specialty Agents	MAKENA	12.6190%	\$1.05

Other Specialty Agents	NULOJIX	12.6190%	\$1.05
Other Specialty Agents	PRIALT	11.5788%	\$1.05
Other Specialty Agents	PROMACTA	12.6190%	\$1.05
Other Specialty Agents	QUTENZA	11.5788%	\$1.05
Other Specialty Agents	SABRIL	12.6190%	\$1.05
Other Specialty Agents	SAMSCA	12.6190%	\$1.05
Other Specialty Agents	SENSIPAR	12.6190%	\$1.05
Other Specialty Agents	SOMATULINE DEPOT	12.6190%	\$1.05
Other Specialty Agents	SOMAVERT	12.6190%	\$1.05
Other Specialty Agents	SUPPRELIN LA	12.6190%	\$1.05
Other Specialty Agents	VIVITROL	12.6190%	\$1.05
Other Specialty Agents	XENAZINE	12.6190%	\$1.05
Other Specialty Agents	XEOMIN	Plus 4.0250%	\$1.05
Phenylketonuria (PKU)	KUVAN	12.6190%	\$1.05
Psoriasis	AMEVIVE	12.6190%	\$1.05
Pulmonary	ARALAST	12.6190%	\$1.05
Pulmonary	GLASSIA	11.5788%	\$1.05
Pulmonary	PULMOZYME	12.6190%	\$1.05
Pulmonary	TOBI	12.6190%	\$1.05
Pulmonary	XOLAIR	12.6190%	\$1.05
Pulmonary	ZEMAIRA	12.6190%	\$1.05
Pulmonary Hypertension	ADCIRCA	12.6190%	\$1.05
Pulmonary Hypertension	EPOPROSTENOL SODIUM	Plus 4.0250%	\$1.05
Pulmonary Hypertension	FLOLAN	Plus 4.0250%	\$1.05
Pulmonary Hypertension	LETAIRIS	12.6190%	\$1.05
Pulmonary Hypertension	REMODULIN	Plus 4.0250%	\$1.05
Pulmonary Hypertension	REVATIO	12.6190%	\$1.05
Pulmonary Hypertension	TRACLEER	12.6190%	\$1.05
Pulmonary Hypertension	TYVASO	Plus 4.0250%	\$1.05
Pulmonary Hypertension	VELETRI	Plus 4.0250%	\$1.05
Pulmonary Hypertension	VENTAVIS	Plus 4.0250%	\$1.05
Respiratory Syncytial Virus	SYNAGIS	12.6190%	\$1.05
Rheumatoid Arthritis and other autoimmune conditions	ACTEMRA	Plus 4.0250%	\$1.05
Rheumatoid Arthritis and other autoimmune conditions	BENLYSTA	12.6190%	\$1.05
Rheumatoid Arthritis and other autoimmune conditions	ENBREL	12.6190%	\$1.05
Rheumatoid Arthritis and other autoimmune conditions	HUMIRA	12.6190%	\$1.05
Rheumatoid Arthritis and other autoimmune conditions	KINERET	12.6190%	\$1.05
Rheumatoid Arthritis and other autoimmune conditions	ORENCIA	11.5788%	\$1.05
Rheumatoid Arthritis and other autoimmune conditions	ORENCIA SC	11.5788%	\$1.05
Rheumatoid Arthritis and other autoimmune conditions	REMICADE	12.6190%	\$1.05
Rheumatoid Arthritis and other autoimmune conditions	SIMPONI	12.6190%	\$1.05

Rheumatoid Arthritis and other autoimmune conditions	STELARA	12.6190%	\$1.05
Rheumatoid Arthritis and other autoimmune conditions	XIAFLEX	Plus 4.0250%	\$1.05
EXTENDED SPECIALTY DRUG LIST			
Therapy	Drug	AWP Discount	Dispensing Fee
Cancer	8-MOP	Retail Brand AWP Discount	\$1.05
Cancer	ADRIAMYCIN	Retail Brand AWP Discount	\$1.05
Cancer	ADRUCIL	Retail Brand AWP Discount	\$1.05
Cancer	AGRYLIN	Retail Brand AWP Discount	\$1.05
Cancer	ALIMTA	Retail Brand AWP Discount	\$1.05
Cancer	ALKERAN	Retail Brand AWP Discount	\$1.05
Cancer	ALOXI	Retail Brand AWP Discount	\$1.05
Cancer	ANAGRELIDE HYDROCHLORIDE	MAC	\$1.05
Cancer	ANZEMET	Retail Brand AWP Discount	\$1.05
Cancer	BICALUTAMIDE	MAC	\$1.05
Cancer	BICNU	Retail Brand AWP Discount	\$1.05
Cancer	BLENOXANE	Retail Brand AWP Discount	\$1.05
Cancer	BLEOMYCIN SULFATE	MAC	\$1.05
Cancer	CAMPATH	Retail Brand AWP Discount	\$1.05
Cancer	CAMPTOSAR	Retail Brand AWP Discount	\$1.05
Cancer	CARBOPLATIN	MAC	\$1.05
Cancer	CASODEX	Retail Brand AWP Discount	\$1.05
Cancer	CISPLATIN	MAC	\$1.05
Cancer	CLADRIBINE	MAC	\$1.05
Cancer	COSMEGEN	Retail Brand AWP Discount	\$1.05
Cancer	CYCLOPHOSPHAMIDE	MAC	\$1.05
Cancer	CYTARABINE	Retail Brand AWP Discount	\$1.05
Cancer	CYTOXAN	Retail Brand AWP Discount	\$1.05
Cancer	DACARBAZINE	MAC	\$1.05

Cancer	DELESTROGEN	Retail Brand AWP Discount	\$1.05
Cancer	DEPOCYT	Retail Brand AWP Discount	\$1.05
Cancer	DOXIL	Retail Brand AWP Discount	\$1.05
Cancer	DOXORUBICIN HCL	MAC	\$1.05
Cancer	DTIC-DOME IV	Retail Brand AWP Discount	\$1.05
Cancer	EFUDEX	Retail Brand AWP Discount	\$1.05
Cancer	ELOXATIN	Retail Brand AWP Discount	\$1.05
Cancer	EMCYT	Retail Brand AWP Discount	\$1.05
Cancer	ESTRADIOL VALERATE	MAC	\$1.05
Cancer	ETOPOPHOS	Retail Brand AWP Discount	\$1.05
Cancer	ETOPOSIDE	MAC	\$1.05
Cancer	FASLODEX	Retail Brand AWP Discount	\$1.05
Cancer	FLOXURIDINE	MAC	\$1.05
Cancer	FLUDARA	Retail Brand AWP Discount	\$1.05
Cancer	FLUDARABINE PHOSPHATE	MAC	\$1.05
Cancer	FLUOROURACIL	MAC	\$1.05
Cancer	FUDR	Retail Brand AWP Discount	\$1.05
Cancer	GEMZAR	Retail Brand AWP Discount	\$1.05
Cancer	GLIADEL	Retail Brand AWP Discount	\$1.05
Cancer	HEXALEN	Retail Brand AWP Discount	\$1.05
Cancer	IFEX	Retail Brand AWP Discount	\$1.05
Cancer	IFOSFAMIDE (all forms and strengths)	MAC	\$1.05
Cancer	IRINOTECAN HCL	MAC	\$1.05
Cancer	MELPHALAN HCL	MAC	\$1.05
Cancer	MESNA	MAC	\$1.05
Cancer	MESNEX	Retail Brand AWP Discount	\$1.05
Cancer	METHOTREXATE	MAC	\$1.05
Cancer	MUSTARGEN	Retail Brand AWP Discount	\$1.05
Cancer	MYOBLOC	Retail Brand AWP Discount	\$1.05
Cancer	NAVELBINE	Retail Brand AWP Discount	\$1.05

Cancer	NEOSAR	MAC	\$1.05
Cancer	ONXOL	Retail Brand AWP Discount	\$1.05
Cancer	OXALIPLATIN	MAC	\$1.05
Cancer	PACLITAXEL	MAC	\$1.05
Cancer	PANRETIN	Retail Brand AWP Discount	\$1.05
Cancer	PARAPLATIN	Retail Brand AWP Discount	\$1.05
Cancer	PLATINOL-AQ	Retail Brand AWP Discount	\$1.05
Cancer	TARABINE PFS	Retail Brand AWP Discount	\$1.05
Cancer	TARGRETIN	Retail Brand AWP Discount	\$1.05
Cancer	TAXOL	Retail Brand AWP Discount	\$1.05
Cancer	TAXOTERE	Retail Brand AWP Discount	\$1.05
Cancer	THERACYS	Retail Brand AWP Discount	\$1.05
Cancer	THIOTEPA	MAC	\$1.05
Cancer	TICE BCG	Retail Brand AWP Discount	\$1.05
Cancer	TOPOSAR	Retail Brand AWP Discount	\$1.05
Cancer	TRELSTAR DEPOT	Retail Brand AWP Discount	\$1.05
Cancer	TRELSTAR LA	Retail Brand AWP Discount	\$1.05
Cancer	TRETINOIN	MAC	\$1.05
Cancer	TRISENOX	Retail Brand AWP Discount	\$1.05
Cancer	VALERGEN-20	MAC	\$1.05
Cancer	VEPESID	Retail Brand AWP Discount	\$1.05
Cancer	VESANOID	Retail Brand AWP Discount	\$1.05
Cancer	VINBLASTINE SULFATE	MAC	\$1.05
Cancer	VINCRISTINE SULFATE	MAC	\$1.05
Cancer	VINORELBINE TARTRATE	MAC	\$1.05
Hemophilia	DDAVP	Retail Brand AWP Discount	\$1.05
Hemophilia	DESMOPRESSIN ACETATE	MAC	\$1.05
Hepatitis B	BARACLUDE	Retail Brand AWP Discount	\$1.05
Hepatitis B	HEPAGAM B	Retail Brand AWP Discount	\$1.05

Hepatitis B	HEPSERA	Retail Brand AWP Discount	\$1.05
Hepatitis B	HYPERHEP B S-D	Retail Brand AWP Discount	\$1.05
Hepatitis B	NABI-HB	Retail Brand AWP Discount	\$1.05
HIV	APTIVUS	Retail Brand AWP Discount	\$1.05
HIV	COMBIVIR	Retail Brand AWP Discount	\$1.05
HIV	CRIXIVAN	Retail Brand AWP Discount	\$1.05
HIV	DIDANOSINE	MAC	\$1.05
HIV	EMTRIVA	Retail Brand AWP Discount	\$1.05
HIV	EPIVIR (all forms and strengths)	Retail Brand AWP Discount	\$1.05
HIV	EPZICOM	Retail Brand AWP Discount	\$1.05
HIV	INTELENCE	Retail Brand AWP Discount	\$1.05
HIV	INVIRASE	Retail Brand AWP Discount	\$1.05
HIV	KALETRA	Retail Brand AWP Discount	\$1.05
HIV	LEXIVA	Retail Brand AWP Discount	\$1.05
HIV	NORVIR	Retail Brand AWP Discount	\$1.05
HIV	PREZISTA	Retail Brand AWP Discount	\$1.05
HIV	RESCRIPTOR	Retail Brand AWP Discount	\$1.05
HIV	RETROVIR	Retail Brand AWP Discount	\$1.05
HIV	REYATAZ	Retail Brand AWP Discount	\$1.05
HIV	STAVUDINE	MAC	\$1.05
HIV	SUSTIVA	Retail Brand AWP Discount	\$1.05
HIV	TRIZIVIR	Retail Brand AWP Discount	\$1.05
HIV	VIDEX (all forms and strengths)	Retail Brand AWP Discount	\$1.05
HIV	VIRAMUNE	Retail Brand AWP Discount	\$1.05
HIV	VIREAD	Retail Brand AWP Discount	\$1.05

HIV	ZERIT	Retail Brand AWP Discount	\$1.05
HIV	ZIAGEN	Retail Brand AWP Discount	\$1.05
HIV	ZIDOVUDINE	MAC	\$1.05
Iron Overload	DESFERAL	Retail Brand AWP Discount	\$1.05
Osteoporosis	ARELIA	Retail Brand AWP Discount	\$1.05
Osteoporosis	BONIVA	Retail Brand AWP Discount	\$1.05
Osteoporosis	PAMIDRONATE DISODIUM	MAC	\$1.05
Osteoporosis	RECLAST	Retail Brand AWP Discount	\$1.05
Osteoporosis	ZOMETA	Retail Brand AWP Discount	\$1.05
Other Specialty Agents	BOTOX (all forms and strengths)	Retail Brand AWP Discount	\$1.05
Other Specialty Agents	DEFEROXAMINE MESYLATE	MAC	\$1.05
PNE, diabetes insipidus	MINIRIN	Retail Brand AWP Discount	\$1.05
Psoriasis	OXSORALEN (all forms and strengths)	Retail Brand AWP Discount	\$1.05
Psoriasis	UVADEX	Retail Brand AWP Discount	\$1.05
Rheumatoid Arthritis/Cancer	METHOTREXATE SODIUM	MAC	\$1.05
Rheumatoid Arthritis/Cancer	RHEUMATREX	Retail Brand AWP Discount	\$1.05
Rheumatoid Arthritis/Cancer	TREXALL	Retail Brand AWP Discount	\$1.05
Transplant	CELLCEPT	Retail Brand AWP Discount	\$1.05
Transplant	CYCLOSPORINE	MAC	\$1.05
Transplant	GENGRAF	MAC	\$1.05
Transplant	IMURAN	Retail Brand AWP Discount	\$1.05
Transplant	MYCOPHENOLATE MOFETIL	MAC	\$1.05
Transplant	MYFORTIC	Retail Brand AWP Discount	\$1.05
Transplant	NEORAL	Retail Brand AWP Discount	\$1.05
Transplant	PROGRAF	Retail Brand AWP Discount	\$1.05
Transplant	RAPAMUNE	Retail Brand AWP Discount	\$1.05
Transplant	SANDIMMUNE	Retail Brand AWP Discount	\$1.05
Transplant	TACROLIMUS (all forms and strengths)	MAC	\$1.05

Transplant	ZENAPAX	Retail Brand AWP Discount	\$1.05
Transplant/Rheumatoid Arthritis	AZASAN	Retail Brand AWP Discount	\$1.05
Transplant/Rheumatoid Arthritis	AZATHIOPRINE (all forms and strengths)	MAC	\$1.05

SCHEDULE C

INDEPENDENT REVIEW ORGANIZATION SERVICES

This Schedule C sets forth the decision of BRIDGEPORT concerning its and Medco's roles and responsibilities in support of BRIDGEPORT's compliance with the regulations promulgated under Section 2719 of the Public Health Service Act governing internal claims and appeals and external review processes (the "Claims and Appeals Regulations").

To facilitate BRIDGEPORT's meeting its obligations under the Claims and Appeals Regulations regarding external review processes, and otherwise to meet BRIDGEPORT's needs, Medco has entered into an arrangement with the independent review organizations (each, an "IRO," collectively "IROs") listed on this Schedule C, which have been accredited by a nationally recognized private accrediting organization. The IROs will accept, on BRIDGEPORT's behalf, authority to conduct an independent, external review of an adverse benefit determination and to issue a final external review decision. BRIDGEPORT delegates to the IROs the administration of external reviews as specified by the Claims and Appeals Regulations. BRIDGEPORT has requested that, and authorizes Medco to, provide to the IROs the appeal files and other related information necessary for the IROs to conduct external reviews and to bill BRIDGEPORT for the fees incurred by the IROs in conducting such reviews, as set forth below. Medco will assign external reviews to the IROs on a rotating basis (or other method that Medco believes in good faith to be in compliance with the Claims and Appeals Regulations).

As conditions to this arrangement:

1. BRIDGEPORT acknowledges that it, and not Medco, is responsible for determining the independence and/or appropriateness of IROs to handle any external appeals on behalf of BRIDGEPORT and for ensuring an effective external review process. BRIDGEPORT acknowledges that Medco is providing the IRO arrangements for the convenience of BRIDGEPORT, that Medco is not recommending use of any particular IRO, and that BRIDGEPORT retains the obligation to ensure BRIDGEPORT's obligations (including fiduciary obligations under ERISA, if applicable) are satisfied when selecting, retaining, or otherwise using any IRO to ensure an effective external appeals process.
2. BRIDGEPORT shall take such further reasonable actions, execute or provide such other reasonable documents or instructions, and adopt such amendments to the Plan as reasonably determined to be necessary or appropriate by BRIDGEPORT, Medco, or the IRO to carry out the purpose and intent of this arrangement, including entering into or signing an appropriate delegation of fiduciary duty and responsibility letter/agreement with the IRO.
3. Because Medco is not responsible for eligibility determinations under the Agreement, an adverse benefit determination with respect to a claim or appeal made by Medco will not be based on the claimant's failure to meet the requirements for eligibility. Assuming that claimant exhausts the internal review process, or has a claim or appeal that is eligible for an accelerated external review, such adverse benefit determination will be submitted to the IRO for its determination that the claim is eligible for continued external review (i.e., a claim involving medical judgment or rescission) and, to the extent eligible for full external review, full external review by the applicable IRO.
4. BRIDGEPORT shall pay to the IROs the fees set forth on this Schedule C. As an administrative convenience to BRIDGEPORT, Medco will include such charges on BRIDGEPORT's administrative invoice and will pay the IROs after BRIDGEPORT has made payment to Medco, but shall have no other obligation regarding such payment. BRIDGEPORT shall be responsible to the IROs for any charges for which BRIDGEPORT does not pay Medco and the IROs may also pursue payment against BRIDGEPORT directly (and the IRO may receive a copy of this agreement in the event any IRO is required to seek such payment from BRIDGEPORT).
5. The pricing and/or services for any or all of the IROs may change in the future. In such event, Medco will notify BRIDGEPORT in writing of such changes. In order to ensure continuity of services, BRIDGEPORT

will be deemed to have agreed to continue to utilize the services of such IRO(s) at the new price(s) and/or conditions unless BRIDGEPORT notifies Medco in writing within ten (10) days after receiving Medco's notice that BRIDGEPORT is terminating this IRO arrangement as set forth in Section 8 below.

6. The pricing set forth in this Schedule C is based upon applicable law and regulations in effect as of September 20, 2011. Any modification of applicable law or regulation may result in equitable modification of the pricing terms.
7. Medco may offer BRIDGEPORT the opportunity to access the external review services of additional IROs. In the event Medco does so, BRIDGEPORT agrees to access the services of any additional IROs in accordance with the provisions of this Schedule C. However, nothing in this Agreement shall require Medco to offer access to additional external review services.
8. BRIDGEPORT may terminate this IRO arrangement upon ten (10) days' prior written notice to Medco. Medco may terminate the IRO arrangement upon thirty (30) days' prior written notice to BRIDGEPORT (as to any or all of the IROs) or as otherwise provided in this Agreement or as permitted by law, and may suspend this IRO arrangement in the event of non-payment for services upon written notice to BRIDGEPORT.

INDEPENDENT REVIEW ORGANIZATION FEE SCHEDULE

SECTION A. ALICARE MEDICAL MANAGEMENT, INC.

Note to BRIDGEPORT: As of the date of this Agreement, Alicare provides certain services to Medco under a contract unrelated to the IRO services provided hereunder. Under that contract, Alicare provides certain utilization review decisions for a select population in a small number of states.

1. **Physician/Clinical Reviews:**
 - a. Standard turnaround time: \$195 or \$225 per hour depending upon specialty
 - b. Expedited turnaround time: \$225 or \$275 per hour depending upon specialty
2. **Non-Clinical Reviews:**
 - a. Lawyer reviews: \$250 per hour
 - b. Non-lawyer reviews: \$100 per hour
3. **Litigation Costs for Court Appearances:**
 - a. Standard rate: \$3,600 per participant per day plus travel expenses
 - b. Cancellation fees based on a percentage of the standard daily rate depending upon the number of business days' advance notice of the cancellation:
 - i. More than 14 business days' notice – 0% charged
 - ii. 10 to 14 business days' notice – \$720
 - iii. 7 to 9 business days' notice – \$720
 - iv. 4 to 6 business days' notice – \$1,800
 - v. 2 to 3 business days' notice – \$2,880
 - vi. Less than 2 business days' notice – \$3,600
4. **Litigation Costs (pre-trial preparation):** \$400 per hour per person subject to approval for more than ninety (90) minutes of preparation time
5. Hourly rates are billed in six (6) minute increments (0.1 hour)
6. **External Appeal Screening (for Standard Turnaround and Expedited Turnaround) to Determine if Claim Involves Medical Judgment or Rescission of Coverage and is Eligible for a Full External Review:** \$100 per case will be charged only if claim is *not* eligible for a full external review. \$100 per case will *not* be charged if the claim is eligible for a full external review.

SECTION B. LONE STAR CONSULTING SERVICES, INC. (D/B/A MES PEER REVIEW SERVICES)

1. Physician/Clinical Reviews (hourly: time and material):
 - a. Normal Business Days: \$260 per hour
 - b. Weekends/Holidays/All Expedited reviews: \$285 per hour
 - c. Administrative Fee: \$95 per case in addition to the hourly rates
2. Non-Clinical Reviews:
 - a. Lawyer reviews: \$350 per hour
 - b. Non-lawyer reviews: \$125 per case (fixed flat rate)
 - c. Administrative Fee: \$95 per case in addition to the hourly rate or fixed flat rate
3. Litigation Support Review Services:
 - a. Court appearances, administrative/arbitration hearings, expert witness testimony: \$1,000 per hour
 - b. Other litigation support (such as pre-trial conferences, depositions, other preparation): \$650 per hour
 - c. Other administrative services when applicable: \$75 per hour
 - d. MES will be reimbursed for all out of pocket expenses (including copying, postage, attorney, and other legal fees)
 - e. When travel is required for litigation support, "portal to portal" charges (up to twelve (12) hours per day), and reimbursement of all travel-related expenses, including airfare, lodging, and meals will apply
 - f. Cancellation of any litigation-related services: \$450 per hour for the amount of time reserved (in addition to any charges incurred in preparation)
4. Hourly rates are billed in fifteen (15) minute increments (0.25 hour)

SECTION C. CLINIX HEALTHCARE, INC.

1. Physician/Clinical Reviews:
 - a. Reviewer rate: \$210 per hour
 - b. Administrative Review Fee: \$98 per hour in addition to the hourly reviewer rate
2. Non-Clinical Reviews:
 - a. Lawyer reviews: \$400 per hour
 - b. Non-lawyer reviews: \$98 per hour
 - c. Administrative Review Fee: \$98 per hour in addition to the reviewer rates (a or b)
3. Litigation Costs for Court Appearances:
 - a. Standard rate: \$1,800 per participant per day plus travel expenses
 - b. Cancellation fees based on the number of business days' advance notice of the cancellation:
 - i. More than 14 business days' notice – 0% charged
 - ii. 7 to 14 business days' notice – \$360
 - iii. 4 to 6 business days' notice – \$900
 - iv. 2 to 3 business days' notice – \$1,350
 - v. Less than 2 business days' notice – \$1,440
4. **Litigation costs (pre-trial preparation):** \$210 per hour per person subject to approval for more than ninety (90) minutes of preparation time
5. Hourly rates are billed in fifteen (15) minute increments (0.25 hour)

**MEDICARE PART D
EMPLOYER GROUP WAIVER PLAN (EGWP)
PRESCRIPTION DRUG PLAN AMENDMENT
TO THE INTEGRATED PRESCRIPTION DRUG PROGRAM
MASTER AGREEMENT**

THIS AMENDMENT to the Integrated Prescription Drug Program Master Agreement (“PBM Agreement”) that became effective October 1, 2008, between Medco Health Solutions, Inc. (“Medco”), located at 100 Parsons Pond Drive, Franklin Lakes, New Jersey 07417, and City of Bridgeport, located at 45 Lyon Terrace, Bridgeport, CT 06604 (“SPONSOR”), is effective as of January 1,, 2012 (the “Effective Date”).

WHEREAS, the Centers for Medicare and Medicaid Services (“CMS”) have adopted regulations set forth in 42 C.F.R. Parts 423 *et seq.* (“CMS regulations”) implementing the Medicare Prescription Drug Benefit (“Part D”) established by Section 101 of the Medicare Prescription Drug, Improvement, and Modernization Act of 2003 as codified in Section 1860D-1 through 1860D-41 of the Social Security Act, which regulations allow for a CMS-approved employer group retiree-only Prescription Drug Program (“Employer Group Waiver Plan PDP” or “EGWP PDP”); and

WHEREAS, Medco, through its affiliated entities, is an approved CMS-contracted prescription drug plan (“PDP”) sponsor for an Employer Group Waiver Plan PDP in accordance with CMS regulations; and

WHEREAS, Medco has been informed that SPONSOR intends to offer the Medco EGWP PDP benefit to its Part D eligible Covered Retirees, in accordance with CMS regulations; and

WHEREAS, Medco and SPONSOR desire to have Medco assist SPONSOR with certain services related to offering the Medco EGWP PDP to SPONSOR’s retirees and administering it consistent with applicable requirements;

NOW, THEREFORE, in consideration of the material considerations contained in this Amendment, the Parties agree to amend the PBM Agreement as follows:

1. DEFINITIONS

- 1.1 “**AWP**” means the average wholesale price of the Covered Drug, as set forth in the current price list in Medi-Span’s Master Drug Database (MDDB[®]) file, if available. Under the Retail Pharmacy Program, AWP is based on the package size submitted, and for Compound Prescriptions is 1.25 times the AWP of each ingredient. Under the Mail Order Pharmacy Program, AWP is based on package sizes of one hundred (100) units for capsules and tablets, sixteen (16) ounce quantities for liquids, and the manufacturer’s smallest available package size for injectable Covered Drugs (or the next closest package size if such quantities or sizes are not available), and all other Covered Drugs will be priced as individual units or smallest package size available (e.g., per vial, per suppository, etc.). If Medi-Span changes the methodology for calculating AWP or ceases publishing or replaces AWP, or Medco needs to use another recognized pricing source or pricing benchmark other than AWP, including prior to the Effective Date, in a way that changes the economics of the Program, Medco will provide ten (10) business days’ notice of such change(s) and the parties agree to modify the Program Pricing Terms to preserve the parties’ relative economics before such changed methodology or other event.
- 1.2 “**Brand Name Drugs**” means all single-source drugs and multisource brand drugs set forth in First DataBank’s National Drug Data File, or such other nationally recognized source, as reasonably determined by Medco.

Medicare Part D EGWP Amendment with Medco Health Solutions, Inc. for the period of January 1, 2012 thru December 31, 2013.

**Report
of
Committee
on**

Contracts

Submitted: November 19, 2012

Adopted: _____

Fleeta C. Hudson

Attest: _____

City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

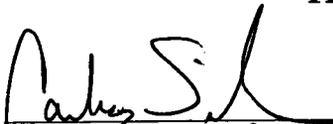
To the City Council of the City of Bridgeport.

The Committee on **Contracts** begs leave to report; and recommends for adoption the following resolution:

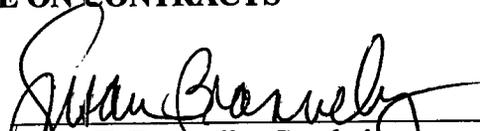
158-11 (B)

RESOLVED, That the attached Medicare Part D EGWP Amendment Agreement with Medco Health Solutions, Inc for the period of January 1, 2012 thru December 31, 2013 as amended by the Contracts Committee on November 14, 2012 be and it hereby is, in all respects, approved, ratified and confirmed.

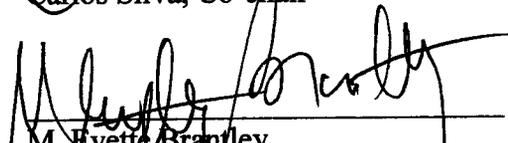
**RESPECTFULLY SUBMITTED,
THE COMMITTEE ON CONTRACTS**



Carlos Silva, Co-chair



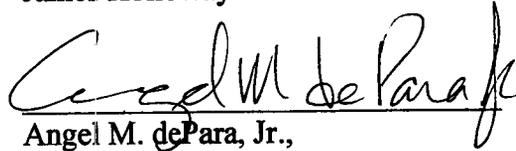
Susan T. Brannelly, Co-chair



M. Evette Brantley

James Holloway

AmyMarie Vizzo-Paniccia



Angel M. dePara, Jr.,

Richard M. Paoletto, Jr.,

- 1.3 “**CMS**” means the Centers for Medicare and Medicaid Services.
- 1.4 “**Compound Prescription**” means a prescription that meets the following criteria: two or more solid, semi-solid, or liquid ingredients, at least one of which is a Covered Drug, that are weighed or measured then prepared according to the prescriber’s order and the pharmacist’s art.
- 1.5 “**Covered Drugs**” means drugs as defined by CMS that are covered for Part D.
- 1.6 “**Covered Retiree**” means an Eligible Person who is inactive, eligible for Medicare, and qualifies for the PDP under applicable CMS regulations, as determined by SPONSOR and verified by CMS.
- 1.7 “**Coverage Gap**” means the stage of the benefit between the initial coverage limit and the catastrophic coverage threshold, as described in the Medicare Part D prescription drug program administered by the United States federal government.
- 1.8 “**Coverage Gap Discount**” – The discount that a member will receive at the point of sale when they are purchasing a Brand Name Drug, while in the coverage gap stage of their Medicare part D benefit.
- 1.9 “**Commercial Wrap Program**” - means commercial (non-Part D) wrap-around coverage that supplements a basic Part D benefit package, (See §1860D-14A(c)(1)(A)(v) of the Act).
- 1.10 “**Enhanced**” or “**Employer Group Waiver PDP**” means an employer/union-only group PDP offered by Medco to SPONSOR pursuant to CMS Part D regulations and an agreement between Medco and CMS applicable to 800 series entities.
- 1.11 “**Eligible Persons**” shall have the meaning it has under the Agreement.
- 1.12 “**Generic Drug**” means a multisource generic drug set forth in First DataBank’s National Drug Data File, or such other nationally recognized source, as reasonably determined by Medco, that is available in sufficient supply from multiple FDA-approved generic manufacturers of such drug.
- 1.13 “**Late Enrollment Penalty**” or “**LEP**” means Financial penalty incurred by Medicare beneficiaries who a had continued gap in creditable (equal to or better than Medicare’s Standard Part D Benefit) coverage of sixty-three (63) days or more after the end of beneficiary’s IEP (“Initial Election Period”).
- 1.14 “**Medicare Part D Formulary**” means the prescription drug list administered by Medco for Covered Retirees, which includes certain defined FDA-approved drugs and other drugs that have been approved as qualifying Part D drugs by CMS, and the clinical rule filed and approved with CMS. The drugs included on the Formulary will be modified by Medco from time to time as a result of factors including, but not limited to, medical appropriateness, manufacturer rebate arrangements, and patent expirations.
- 1.15 “**Minimum Enrollment**” means an enrollment of not less than 1,200 Eligible Persons under the Program.
- 1.16 “**Part D Sponsor**” or “**Medco**” shall mean Medco, through its affiliated entities, as an approved CMS contracted sponsor entity authorized to underwrite and offer Medicare PDP.

- 1.17 “Services” means the Medco Employer Group Waiver PDP services that are described in Schedule A, that will support SPONSOR’s participation in the Medco PDP Program as an employer providing a CMS-approved PDP. Services include, but are not limited to: (1) the adjudication of eligible claims through a contracted retail pharmacy network and the Medco Mail Order pharmacies at specified discounted rates, (2) the billing of such adjudicated claims, and (3) customer service relating to retail pharmacy and mail order claims, (4) all CMS required filings and reporting. Optional Services are available to the extent provided in Schedule A.
- 1.18 “SPONSOR” under this Agreement means the legal entity offering the Employer Group Waiver Plan to its former employees, pursuant to an EGWP offered and administered by Medco.
- 1.19 Vendor – SPONSOR’s third party entity for delegated services.

Unless otherwise defined in this Amendment, all terms with initial capitals shall have the meanings assigned to those terms in the PBM Agreement or, if applicable, the CMS regulations

2. CMS REQUIRED PROVISIONS

SPONSOR, or SPONSOR’s vendor, agrees to participate in Medco’s Medicare Part D Prescription Drug Benefit Program under the terms and conditions agreed to by the parties.

- 2.1 SPONSOR, or SPONSOR’s vendor, agrees that its activities hereunder will be consistent and comply with Medco’s contractual obligations as a PDP sponsor. 42 CFR § 423.505(i)(3)(iii).
- 2.2 Medco and SPONSOR, or SPONSOR’s vendor, will abide by all applicable Federal and State laws and regulations and CMS instructions. 42 CFR § 423.505(i)(4)(iv). All of the information SPONSOR, or SPONSOR’s vendor, agrees it will submit to Medco for submission to CMS shall be accurate, complete, and truthful.
- 2.3 Medco and SPONSOR, or SPONSOR’s vendor, will abide by State and Federal privacy and security requirements, including the confidentiality and security provisions stated in the regulations for this program at 42 CFR § 423.136.
- 2.4 Medco and SPONSOR, or SPONSOR’s vendor, will provide any books, contracts, records, including medical records and documentation relating to the Part D Program directly to CMS or its designees. 42 CFR § 423.505(i)(3)(iv).
- 2.5 Medco and SPONSOR, or SPONSOR’s vendor, will ensure that Covered Retirees are not held liable for fees that are the responsibility of Medco or SPONSOR, or SPONSOR’s vendor,. Medco and SPONSOR, or SPONSOR’s vendor, agree that in no event, including, but not limited to, nonpayment by SPONSOR, or SPONSOR’s vendor,, SPONSOR’s, or SPONSOR’s vendor’s, insolvency, or breach of the agreement with Medco, shall Medco or SPONSOR, or SPONSOR’s vendor,, or its subcontractors, bill, charge, or collect a deposit from, seek compensation, remuneration, reimbursement or payment from, or have recourse against, Medicare Part D beneficiaries for covered services provided pursuant to this agreement. 42 CFR § 423.505(i)(3)(i).
- 2.6 If Medco as a PDP sponsor, delegates an activity or responsibility to SPONSOR, or SPONSOR’s vendor,, and if CMS or Medco determines that SPONSOR, or SPONSOR’s vendor, has not performed satisfactorily, the parties will meet to agree upon an appropriate remedy. SPONSOR , or SPONSOR’s vendor, agrees to comply with the corrective action process established by Medco and provide timely responses to noted deficiencies. SPONSOR, or SPONSOR’s vendor, and Medco agree that any delegated activity under this Agreement shall be in accordance with 42 CFR 423.505(i)(3).
- 2.7 Medco, as a PDP sponsor, will monitor the performance of the first tier, downstream and related

entities related to the EGWP PDP on an ongoing basis. 42 CFR § 423.505(i)(4)(iii). SPONSOR, or SPONSOR's vendor, and Medco shall cooperate as necessary to support Medco's monitoring strategy.

- 2.8 Medco and SPONSOR, or SPONSOR's vendor, will maintain, for a period of ten (10) years, plus the contract year, applicable books, contracts, medical records, patient care documentation, and other records relating to covered services under this Amendment. 42 CFR § 423.505(i)(2)(ii).
- 2.9 Medco and SPONSOR, or SPONSOR's vendor, will make its books and other records available in accordance with 42 CFR § 423.505(e)(2) and 42 CFR § 423.505(i)(2). Medco and SPONSOR, or SPONSOR's vendor, will give the U.S. Department of Health and Human Service (HHS) and U.S. Comptroller General, and their authorized designees, the right to inspect, evaluate and audit all books, contracts, medical records, patient care documentation, and other records relating to covered services during the term of the Agreement and for a period of ten (10) years, plus the contract year, following termination or expiration of the Amendment for any reason, or until completion of any audit, whichever is later. This provision shall survive termination of the Amendment. SPONSOR, or SPONSOR's vendor, and Medco agree that CMS or its designees may have direct access to Medco's books, contracts, records, including medical records and documentation relating to the Medicare Part D program, on Medco's premises. 42 CFR § 423.505(i)(2)(ii).
- 2.10 SPONSOR, or SPONSOR's vendor, shall not employ or contract for the provisions of services under this Amendment with any individual excluded from participation in the Medicare and Medicaid program under Section 1128 or 1128A of the Social Security Act. SPONSOR, or SPONSOR's vendor, shall review the OIG exclusion file and verify as required by CMS guidelines, that the persons it employ for services hereunder are in good standing. 42 CFR § 423.752(a)(6).
- 2.11 SPONSOR, or SPONSOR's vendor, shall submit a report in writing to Medco within thirty (30) calendar days of SPONSOR's, or SPONSOR's vendor's, knowledge of any and all civil judgments and other adjudicated actions or decisions against SPONSOR, or SPONSOR's vendor, related to the delivery of any healthcare item or service (regardless of whether the civil judgment or other adjudicated action or decision is the subject of a pending appeal). CMS Prescription Drug Benefit Manual, Chapter 9 – Part D Program to Control Fraud Waste & Abuse.
- 2.12 Medco retains ultimate responsibility with complying with the term of its contract with CMS. 42 CFR § 423.505(i).
- 2.13 Medco retains the right to approve, suspend, or terminate any arrangement with a pharmacy. 42 CFR 423.505(i)(5).
- 2.14 Medco shall issue, mail or otherwise transmit payments to pharmacies (excluding long-term care and mail order pharmacies) with respect to all clean claims submitted by or on behalf of such pharmacies within 14 days for electronic claims and within 30 days for claims submitted otherwise. 42 CFR § 423.505(i)(3)(vi).
- 2.15 Medco agrees that, if a prescription drug pricing standard is used for reimbursement of network pharmacies, it will identify the source used for the prescription drug pricing standard of reimbursement. 42 CFR § 423.505(i)(3)(viii)(B). Medco agrees to update any such prescription drug pricing standard for reimbursement of network pharmacies not less frequently than once every seven (7) days beginning with an initial update on January 1 of each year. 42 CFR § 423.505(i)(3)(viii)(A).
- 2.16 Medco pharmacy network participation agreements shall provide that LTC pharmacies shall have at least thirty (30) days and no more than ninety (90) days (i.e., up to ninety (90) days) to submit Medicare Part D claims to Medco for payment. 42 CFR § 423.505(i)(3)(vii).

- 2.17 Medco pharmacy network participation agreements shall contain language requiring the network pharmacies to submit claims to Medco whenever the membership ID card is presented or on file at the pharmacy unless the enrollee expressly requests that a particular claim not be submitted. 42 CFR § 423.120(c)(3).
- 2.18 To the extent applicable, Medco will comply with the reporting requirements established in Section 6005 of the Patient Protection and Affordable Care Act of 2010 (PPACA).

3. **PROGRAM PRICING TERMS**

The Program Pricing Terms are set forth in Schedule B.

4. **FORMULARY**

SPONSOR will be a participating plan sponsor in Medco's Medicare Part D Formulary as set forth below for the term of this Agreement.

- 4.1 **Medicare Part D Formulary** – The Medicare Part D Formulary is a prescription drug formulary administered by Medco which lists FDA approved Medicare Part D covered drugs that have been evaluated for inclusion on the Medicare Part D Formulary. The drugs included on the Medicare Part D Formulary will be modified by Medco from time to time as a result of factors including, but not limited to, medical appropriateness, manufacturer rebate arrangements, and patent expirations. Medco will implement Medco's formulary management programs, which may include cost containment initiatives, therapeutic interchange programs, communications with Eligible Persons, Participating Pharmacies and/or physicians (including communications regarding generic substitution programs), and financial incentives to Participating Pharmacies for their participation. Compliance with the Medicare Part D Formulary and Medco's formulary management program will result in Formulary Rebates as set forth below. Medco reserves the right to modify or replace the Medicare Part D Formulary (including any modification or replacement, the "Part D Formulary") and formulary compliance methods and cost containment initiatives consistent with good pharmacy practice. SPONSOR agrees that Medco will be the exclusive formulary administrator for SPONSOR's prescription drug benefit programs during the term of the Agreement. SPONSOR is authorized to use the Part D Formulary only for its own Eligible Persons and only as long as the Program is in effect and administered by Medco.
- 4.2 **Medicare Part D Formulary Rebates** - Medco and its subsidiaries receive formulary rebates from certain drug manufacturers as a result of the inclusion of those manufacturers' branded products on the Part D Formulary ("Part D Formulary Rebates"). Medco also receives additional rebates and/or fees from certain manufacturers for such products, which may take into account various factors, including the utilization of certain drugs within their respective therapeutic categories for Medco's book of business in aggregate as a result of various commitments and programs, including, but not limited to, formularies ("Additional Rebates and Fees"). Together, Part D Formulary Rebates and Additional Rebates and Fees will be referred to as "Total Rebates." Total Rebates does not include payments for services rendered by Medco on behalf of or to pharmaceutical manufacturers, including, for example, adherence, compliance, nursing, and other patient support services; patient referral and assistance services; product launch and other support services; equipment replacement services; clinical and research studies, data and analytics; and services relating to high-risk biopharmaceuticals. Medco will provide SPONSOR with 100% of the Total Rebates received by Medco based on the dispensing of each manufacturer's formulary drugs under SPONSOR's Program. Total Rebates will be credited against future billings to SPONSOR under the Program one hundred eighty (180) days after the end of each calendar quarter, provided SPONSOR has executed this Agreement.. Total Rebates due SPONSOR under this Agreement that are received by Medco within eighteen (18) months after termination or expiration of this Agreement will be paid to SPONSOR. Total Rebates received thereafter will be

retained by Medco.

- 4.3 If a government action, change in law or regulation, change in the interpretation of law or regulation, or action by any drug manufacturer or by SPONSOR has an adverse effect on the availability of Total Rebates or the Program Pricing Terms, Medco may modify, as applicable, the Total Rebates due SPONSOR or the Program Pricing Terms.
- 4.4 Any lines of SPONSOR's business, or any Group of Eligible Persons, for which SPONSOR funds less than 50% of the costs of Covered Drugs under the Plan Design will not be entitled to Formulary Rebates and Additional Rebates and Fees.

5. **BILLING/PAYMENT**

All invoices will be issued by Medco and paid in full by SPONSOR in accordance with the terms for payment of administrative fee invoices contained in the Billing/Payment section of the PBM Agreement.

6. **TERM OF AGREEMENT**

The term of this Amendment shall be from the January 1, 2012 through December 31, 2013 and thereafter will renew for successive one (1) year terms upon SPONSOR giving written notice at least one hundred twenty (120) days prior to the end of any such term, to Medco of its intent to terminate this Agreement as of the end of the then current term. Notwithstanding the issuance of any termination notice, Medco agrees to continue to render services hereunder and SPONSOR agrees to pay for services of Medco in accordance with the terms of this Amendment while this Agreement is in force. Notwithstanding any other provisions to the contrary in this Amendment, this Amendment shall automatically terminate in the event and on the date that Medco's status as a Part D Sponsor under 42 CFR 423 *et seq.* terminates.

7. **INDEMNIFICATION/LIMITATION OF LIABILITY**

- 7.1 Medco will indemnify and hold SPONSOR, its subsidiaries and affiliates, and their officers, directors, and employees (each a "SPONSOR Indemnified Party") harmless from and against claims, suits, actions, or causes of action ("Actions") asserted against a SPONSOR Indemnified Party arising from services rendered by Medco pursuant to this Agreement to the extent the Actions arise from Medco's negligence or willful misconduct, or breach of this Agreement, or Medco's failure to comply with applicable law or CMS guidelines which failure results in claims, losses, or damages, including but not limited to fines, penalties, sanctions or similar fees, attorneys' fees, court costs and judgments ("SPONSOR Damages") imposed on SPONSOR, to the extent such SPONSOR Damages relate directly to the action or inaction of Medco, provided that (a) SPONSOR has given reasonable notice to Medco of the Actions, and (b) no SPONSOR Indemnified Party has, by act or failure to act, compromised Medco's position with respect to the resolution or defense of the Actions.
- 7.2 SPONSOR will indemnify and hold Medco, its subsidiaries and affiliates, and their respective officers, directors, and employees (each a "Medco Indemnified Party") harmless from and against Actions asserted against a Medco Indemnified Party arising from (i) breach of this Agreement by SPONSOR, (ii) negligence or willful misconduct of SPONSOR, (iii) the provision of patient identifiable or Program information or data by a Medco Indemnified Party to SPONSOR or SPONSOR's designees, or the subsequent use or disclosure of such information or data by SPONSOR or its designees, or (iv) SPONSOR's failure to comply with applicable law or CMS guidelines which failure results in claims, losses, or damages, including but not limited to fines, penalties, sanctions or similar fees, attorneys' fees, court costs and judgments ("Medco Damages") imposed on Medco, to the extent such Medco Damages relate directly to the action or inaction of SPONSOR, provided that (a) the Medco Indemnified Party has given reasonable notice to SPONSOR of the Actions, and (b) no Medco Indemnified Party has, by act or failure to act, compromised SPONSOR's position with respect to the resolution or defense of the Actions.
- 7.3 Medco will maintain, during the term of this Agreement, liability coverage with limits not less than \$1,000,000 per occurrence and in the aggregate per policy year, with excess liability coverage

in an amount not less than \$5,000,000 per policy year. Evidence thereof will be furnished to SPONSOR upon the execution of this agreement.

- 7.4 Except as provided in Section 7.1 above, neither Medco nor any subsidiary, affiliate, or any of their respective directors, officers, or employees, will be responsible for any Actions resulting from the provision of or failure to provide pharmaceutical goods or services or any other action or failure to act by any retail pharmacy, pharmaceutical manufacturer, or other pharmaceutical providers in connection with this Agreement.
- 7.5 The liability of Medco to SPONSOR for any negligent or willful misconduct by Medco will be limited to the per occurrence liability insurance amount set forth in Section 7.3.
- 7.6 Medco or SPONSOR, respectively, will not be liable to each other for incidental, consequential, punitive, special, or exemplary damages.

8. PLAN DESIGN

The Program Pricing Terms set forth in this Agreement are based upon the Plan Designs, Minimum Enrollment, and Program specifications agreed to between the parties as reflected in this Agreement and as otherwise hereafter agreed to by the parties in writing. The Program Pricing Terms are also based upon SPONSOR funding 50% or greater of the costs of Covered Drugs for its Eligible Persons. Any modification of the Plan Design or Program specifications, failure to maintain Minimum Enrollment, or inclusion of Eligible Persons or Groups with Covered Drugs funded less than 50% by SPONSOR may result in a modification by Medco of the Program Pricing Terms retroactive to the date of the change/event. SPONSOR will provide Eligible Persons with at least thirty (30) days' prior notice of approved Plan Design changes. If the number of SPONSOR's Eligible Persons eligible for Medicare is materially reduced or eliminated for any reason, Medco may communicate with those persons at Medco's expense regarding Part D options, including Medco Part D services, and the Program Pricing Terms may be modified to reflect the reduction or elimination.

8.1.1

9. COMPLIANCE WITH LAW

Medco and SPONSOR shall take all actions necessary and appropriate to assure that they comply with all applicable federal, state, and local laws and regulations, including, without limitation, the Anti-Kickback Statute, the Public Contracts Anti-Kickback Act, the Stark Law, and laws and regulations relating to disclosure or notification of plan benefits or the terms of rebate administration under this Agreement to SPONSOR's Groups. Medco's Code of Conduct and its policies and procedures relating to compliance with the above-named laws are available at www.medcohealth.com/medco/corporate/home.jsp by clicking on the Investors tab and then the Corporate Governance link. All of the information SPONSOR agrees that it will submit to Medco for submission to CMS in this Program shall be accurate, complete, and truthful. This Amendment shall be automatically amended to conform with the requirements of applicable law, regulations, and CMS instructions. Such automatic changes may result in a modification by Medco of the Pricing Terms retroactive to the effective date of such change.

10. SURVIVAL

The provisions of Section 2 (CMS Provisions), Section 5 (Billing/Payment), Section 7 (Indemnification, and the last sentence of Section 6 (Term) will survive the termination of this Amendment.

Except as modified herein, all other terms and conditions of the PBM Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their respective duly authorized officers as of the date first above written.

MEDCO HEALTH SOLUTIONS, INC.

CITY OF BRIDGEPORT

BY: _____
(signature)

BY: _____
(signature)

NAME: _____

NAME: _____
(type or print name)

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

458848.3 (10/26/12) nmb
PERMFORM 445476.1 (9/19/11) nmb
C@R Amendment

SCHEDULE A

MEDCO SERVICES

A. SERVICES UNDER THE AMENDMENT ARE AS FOLLOWS:

1. **PHARMACY NETWORK** – SPONSOR must use the CMS-approved Medco PDP network, including long term care, Indian Tribal Health Services, and home infusion pharmacies, to support the Medco Enhanced PDP. Medco will maintain a participating retail pharmacy network in accordance with CMS requirements.

1.1 **Retail Pharmacies** – Medco will develop, maintain, and operate a pharmacy benefit program that:

1.1.1 Performs the adjudication and processing of pharmacy claims at the point of sale.

1.1.2 Performs administration and tracking of member's drug benefits in real time.

1.1.3 Performs coordination with other drug benefit programs, within the limitations set by CMS.

1.1.4 Operates a member grievance and appeals process.

1.1.5 Performs customer service functions that accommodates the needs of seniors and persons with a disability.

1.2 **Mail Service Pharmacy** – Medco is the preferred provider of mail order services. Medco will develop, maintain, and operate a mail service that:

1.2.1 Processes prescriptions received via internet, fax, phone, or mail.

1.2.2 Refills orders received by phone or internet twenty-four (24) hours a day, seven (7) days a week.

1.2.3 Handles postage expense of mail-order prescriptions.

1.2.4 Provides Braille prescription labels for visually impaired.

1.2.5 Utilizes communication/educational materials included in medication packages.

1.2.6 Provides summary statement of benefit account.

1.2.7 Provides drug information leaflet with each new prescription.

1.2.8 Includes buck slips highlighting benefit components.

1.2.9 Uses pre-addressed Medco by mail order form/envelope.

1.2.10 Refills or processes renewal form (when appropriate).

1.2.11 Provides general communications regarding utilization of mail-order, including brochures.

1.3 **Medco Special Care Pharmacy** – Medco or its affiliates will provide the following services for products obtained from Medco's Special Care Pharmacy:

1.3.1 Clinical support, including:

- 1.3.1.1 Patient counseling from specially trained pharmacists and nurses.
- 1.3.1.2 Care management including information and support directly to the patient.
- 1.3.1.3 Coordination of care with the patient's case manager and/or home care agency.
- 1.3.1.4 Specialty drug educational materials and product information.
- 1.3.2 Toll-free telephone line for Eligible Persons using Specialty Drugs.
- 1.3.3 Ancillary supplies (such as needles and syringes) provided with injectable medications.
- 1.3.4 Logistics coordination of delivery to patient's home or physician's office.
- 1.3.5 Express delivery to physician's office or patient's home:
 - 1.3.5.1 Standard two (2) day delivery.
 - 1.3.5.2 Overnight delivery if required by physician (excluding Sundays).
- 1.3.6 Comprehensive drug utilization management review applied to specialty pharmacy related medical and prescription claims.
- 1.3.7 Enhanced physician services including communication materials, forms, informational hotline.
- 1.3.8 Targeted communications based on analysis of integrated pharmacy and medical claims databases to identify utilizers. This includes an initial mailing upon enrollment notifying members of the change in plan coverage and follow-up mailings and communication notifying members of their eligibility for services from the Special Care Pharmacy.
- 1.4 **Pharmaceutical Manufacturers** – Medco will perform negotiation with prescription drug manufacturers and others for rebates, discounts, or other price concessions on prescription drug.
- 1.5 **Home Infusion and Long-Term Care** – Medco shall ensure that network home infusion pharmacies provide delivery of home infusion drugs within twenty-four (24) hours of discharge from an acute setting, or later if so prescribed.
- 1.6 The foundation standards applicable to Medco's e-prescribing program are as follows:
 - 1.6.1 **Prescription Standards** – The NCPDP SCRIPT Standard Version 8.1 is utilized to communicate prescription and prescription related information between the prescriber and the dispenser. The following elements are supported by Medco:
 - 1.6.1.1 New prescription transaction *
 - 1.6.1.2 Status Response transaction *
 - 1.6.1.3 Verification transaction *
 - 1.6.1.4 Error response transaction *
 - 1.6.1.5 Refill request/response *
 - 1.6.1.6 Medication History request/response transactions *

1.6.1.7 RxCancel request/response transactions**

1.6.1.8 RxChange request/response transactions**

1.6.1.9 Prescription Fill status transaction**

* In use (ePrescribing Physician Technology Vendors are certified and utilize the transaction)

** Certified (Surescripts certified but no utilization by ePrescribing Physician Technology Vendors)

1.6.2 **Medication History** – Medco provides Medication History information through the appropriate usage, including identifying of physicians through their individual or group NPIs, of the SCRIPT 8.1 standard.

1.6.3 **Eligibility Standards**

1.6.3.1 Medco utilizes the Accredited Standards Committee (ASC) X12N 270/271 for the transmission of eligibility inquiries and responses between prescribers and Medco and for transmitting eligibility inquiries and responses between prescribers and Part D sponsors. This is the named standard for HIPAA compliance for healthcare eligibility.

1.6.3.2 Medco utilizes the standard NCPDP Telecommunications Standard 5.1 or D.O as applicable for the transmission of eligibility inquiries and responses between Medco and pharmacies. This is the named standard for HIPAA compliance for pharmacy eligibility.

1.6.4 **Formulary & Benefit Standards** – Medco utilizes the NCPDP Formulary & Benefit Standard 5.1 or D.O as applicable, to transmit batch formulary and benefit information to Surescripts certified Physician Technology Vendors. Medco provides Formulary Status and Payer-Specified Alternatives for each Part D Plan that Medco supports; Medco will provide Coverage Information, Copay Information and Drug Classification Information files for each Part D Plan sponsor for which Medco provides HPMS file submission support, or which has otherwise engaged Medco to support.

1.7 Adjudication of Coverage Gap Discount Program at point of sale.

2. **PLAN DESIGN** – Medco will work with the SPONSOR to make the appropriate plan/setup changes to meet the requirements of a PDP (e.g., drug lists/exclusions, coverage programs, rebate billing), using the SPONSOR's existing formulary and plan design and the Medco Medicare formulary and plan design as the basis. Any SPONSOR plan design shall conform to all applicable requirements including those related to actuarial equivalence.

3. **ENROLLMENT AND ELIGIBILITY** – The parties understand and agree that SPONSOR, or at SPONSOR's option a Vendor contracted in writing by SPONSOR wherever indicated herein, shall perform the services outlined in this Section 3.

3.1 **Definitions** – For purposes of this Section 3, the following definitions will apply:

3.1.1 **“Application Status Code”** means an internal code assigned by Medco to the enrollment record in Medco system based on the Transaction Reply Code received by Medco from CMS or based on Medco's internal determination of enrollment transaction status.

- 3.1.2 **“Centers for Medicare and Medicaid” or “CMS”** means a federal agency that administers Medicare program including Prescription Drug Program (s) offered by Medco.
- 3.1.3 **“Health Insurance Claim Number”** means a number assigned by the Social Security Administration or Railroad Retirement Board to an eligible Medicare beneficiary under which beneficiary is entitled to Medicare benefit (s).
- 3.1.4 **“Enrollment File”** means SPONSOR’s electronic maintenance file which contains the listing of SPONSOR’s Medicare retirees SPONSOR provides to Vendor with a specific disposition on the enrollment, demographic change or disenrollment that is applicable to the Eligible Person.
- 3.1.5 **“Enrollment Record Layout”** means Medicare Part-D Enrollment Record Layout & Processing Information-Employer PDP and Enhanced PDP document supplied by Medco to SPONSOR.
- 3.1.6 **“Enrollment Transactions”** means an enrollment, disenrollment, or change transaction submitted by Vendor to Medco on the Enrollment File.
- 3.1.7 **“Low Income Subsidy” or “LIS”** means resource information received from CMS and passed by Medco on the weekly enrollment report and monthly subsidy report .
- 3.1.8 **“Transaction Reply Code” (“TRC”)** means a disposition code transmitted by CMS to Medco on the daily enrollment file – (Transaction Reply Report (“TRR”)) and passed by Medco to Vendor on the PDP Report.
- 3.1.9 **“Retroactive Enrollment Transactions”** means an enrollment, disenrollment, and/or maintenance transaction that due to special circumstances, as defined by applicable CMS guidelines – requires special processing for the retroactive effective date of such a transaction.
- 3.1.10 **“PDP Report”** means a summary and member detail level file which will include all SPONSOR retirees enrolled, and terminated retirees. under SPONSOR prescription drug program plan administered by Medco.

3.2 **Parties’ Obligations**

- 3.2.1 Medco will work with SPONSOR to ensure that the enrollment data and layout support CMS requirements and enrollment into the Medco Enhanced PDP. Medco (or its vendor) will interface with CMS to verify eligibility, process enrollment transitions in accordance with CMS applicable guidelines .
- 3.2.2 The parties understand and agree that should an Eligible Person be submitted to CMS for verification as Covered Retiree but be denied by CMS, SPONSOR shall be responsible for any and all claims incurred by Eligible Person up to the date the enrollment denial is communicated to Medco (or its agent) by CMS.
- 3.2.3 SPONSOR agrees to use the layouts provided by Medco (or its agent), or a mutually agreed upon customized version thereof. SPONSOR is responsible for sending the enrollment information to Medco (or its agent) on the 950 byte maintenance enrollment file (or custom layout) specifically designed for Medicare that meets CMS enrollment requirements. SPONSOR does not need to solicit or retain paper enrollment forms from their Eligible Persons in accordance with applicable CMS employer waivers allowing group enrollment into Medco Enhanced plan, however SPONSOR is responsible for collecting all information

required for completion of an enrollment request such as Health Insurance Claim Number "HICN"), eligible person last name, first name, date of birth and gender in order to consider enrollment request to be complete. HICN is a required field on the enrollment file and it is SPONSOR's responsibility to obtain the member's correct HICN. SPONSOR is responsible for participating in the testing process to verify the integrity of the file and for the training of its customer service employees as appropriate to respond to enrollment and disenrollment questions.

- 3.2.4 SPONSOR shall transmit the enrollment file timely on an as needed basis for their Eligible Persons in accordance with CMS and Medco's policy.
- 3.2.5 Once CMS responds to the enrollment requests on a daily and/or weekly basis, Medco (or its Vendor) shall be responsible for accepting those responses from CMS and updating the Eligible Person's enrollment and eligibility whenever appropriate. SPONSOR shall be responsible for reviewing the PDP Report provided by Medco (or its Vendor) on a weekly basis, correcting members' data, making updates to the SPONSOR's enrollment record to ensure data accuracy and integrity and re-submitting enrollment requests when applicable.
- 3.2.6 Based on the CMS response, Medco shall send all CMS-required exhibit letter to the Eligible Person in order to notify Eligible Person of enrollment, disenrollment LIS and LEP event that requires notification per CMS applicable guidelines. Medco (or its vendor) shall manage the mailing process for CMS required enrollment, LIS and LEP Exhibit letters as applicable to EGWP groups and mail Exhibit letters within CMS required turnaround time
- 3.2.7 Medco (or its Vendor) shall be responsible for creating the PDP Report that is sent to SPONSOR weekly. The report will indicate to SPONSOR the CMS responses received during the particular reporting week for Eligible Persons and will include any and all updates made by Medco (or its vendor) to correct enrollment on behalf of the SPONSOR or updates transmitted to Medco by CMS in order for the SPONSOR to synchronize their files. This report will be available on SPONSOR Website.
- 3.2.8 In the event of a conflict between the information provided by SPONSOR and CMS, regarding any data whatsoever applicable to this Section 3 (Enrollment and Eligibility), and Section 4 (Premium Billing and Reconciliation) including TRR data, the parties hereto understand and agree that Medco (or its vendor) shall rely exclusively on CMS-provided data (unless applicable CMS guidelines specifically indicate that sponsor data prevails over CMS'). Medco shall not be liable to SPONSOR or Eligible Persons for the consequences, if any, that result from Medco's reliance on CMS data.
- 3.2.9 Data discrepancies that remain unresolved as a result of the monthly reconciliation will result in disenrollment by Medco (or its vendor) of the applicable individuals on the next available effective disenrollment date. In the event the SPONSOR or Medco has been unable to provide an update to resolve the enrollment discrepancy within thirty (30) days after the TRR is received, the member's record will be moved to a closed status.
- 3.2.10 SPONSOR shall ensure that accurate member address information is provided to Medco initially thirty (30) days prior to the beginning of the Plan Year and shall update and forward corrected information to Medco on the enrollment file. In order to enable Medco to comply with CMS' applicable best effort requirement to ascertain member address information for returned mail, Medco shall provide SPONSOR with an eligibility file containing incorrect member name and/or addresses and SPONSOR shall review and correct member addresses on their routine enrollment file and forward same to Medco.
- 3.2.11 Medco shall have no responsibility for any claims, delays, fines, penalty, or damages resulting from incorrect data provided by SPONSOR to Medco.

- 3.2.12 SPONSOR is required to complete the attestations listed in the Schedules attached hereto and made a part hereof.

3.3 **File Transmission And Process**

- 3.3.1 **Pre-Enrollment Activities** – SPONSOR or Vendor shall conduct the outreach to the SPONSOR Medicare retirees to obtain pertinent information including Health Insurance Claim Number (“HICN”) required to process enrollment transaction with CMS. The information shall be collected from eligible SPONSOR retirees within seven (7) business days from the date the beneficiary is entitled to receive Medicare benefits under SPONSOR Prescription Drug Program offered by the SPONSOR and administered by Medco.

- 3.3.2 **Enrollment File Transmission** – SPONSOR or Vendor shall provide Medco with the enrollment records of the SPONSOR Medicare Part D membership via the Medicare Part D Enrollment Maintenance File (“Enrollment File”). Vendor shall: (i) transmit the Enrollment File to Medco via the media type mutually agreed upon by Medco and the SPONSOR as specified in the “Medicare Part-D Enrollment Record Layout & Processing Information-Employer PDP and Enhanced PDP” document supplied by Medco; (ii) populate enrollment transactions on the Enrollment File pursuant to the transactions processing rules included in the in the Enrollment Record Layout; (iii) include all required data elements in the 950 byte file format specified in the Enrollment Record Layout; (iv) transmit to Medco all enrollment transactions within seven (7) business days from the date transaction was completed by SPONSOR or Vendor; and (v) transmit the Enrollment File to Medco with the frequency agreed upon between Medco and SPONSOR.

- 3.3.3 **Pre-Edit Processing and Reporting** – Medco shall provide SPONSOR or Vendor with the Pre-Edit processing rules and the Pre-Edit Report (“Report”) generated at the point the of the Enrollment File upload into the Medco system. Vendor shall: (i) review the Report within twenty four (24) hours from the receipt of the Report; (ii) correct and re-submit 99% of enrollment transactions rejected during the Pre-Edit process and listed on the Report in accordance with guidance provided by Medco in the Enrollment Record Layout within seven (7) business days from the receipt of the Report. The 1% of enrollment transactions rejected during the Pre-Edit process shall be submitted by SPONSOR to Medco within fourteen (14) business days from the receipt of the Report.

- 3.3.4 **Weekly PDP Report Processing** – On a weekly basis, Medco shall provide SPONSOR or Vendor with the Weekly PDP Report (“PDP Report”). The PDP Report is a snapshot of SPONSOR membership in Medco system. SPONSOR or Vendor shall: (i) review the PDP Report within seven (7) business days from the report receipt; (ii) correct and re-submit 99% of enrollment transactions rejected by CMS due to the demographic errors including but not limited to: rejection due to incorrect Health Claim Insurance Number (“HICN”), beneficiary last name, first name, date of birth, gender. Provided, however, that in the event SPONSOR appoints Medco or its agent to correct and resubmit enrollment transaction, then Medco or its agent will correct and re-submit the transaction The correction to the enrollment transaction shall be based on the disposition code - Transaction Reply Code (“TRC”) – and Application Status Code supplied by CMS and/or Medco and supplied by Medco on the PDP Report and TRR and/or Application code processing guidance provided by Medco. The 1% of enrollment transactions rejected by the CMS shall be submitted within fourteen (14) business days from the receipt of the Report; (iii) update SPONSOR’s enrollment system accordingly based on the disposition provided by Medco on the PDP Report to ensure that SPONSOR enrollment date is in synch with SPONSOR enrollment data in Medco and CMS system. The corrections to the enrollment transactions shall be submitted in the format as specified in the Enrollment Record Layout; and (iv) apply LIS information received from Medco on the PDP Report to members’ enrollment record in SPONSOR system.

- 3.3.5 **Enrollment Issue Resolution** – SPONSOR or Vendor shall collaborate with Medco on resolving enrollment issues that relate to retiree’s enrollment status under the SPONSOR’s Prescription Drug Program sponsored by Medco. SPONSOR or Vendor shall resolve 99% of member issues pertaining to retiree’s enrollment and/or eligibility status within seven (7) business days from the date an issue was referred to SPONSOR or Vendor by Medco for resolution. The 1% of enrollment issues shall be resolved within fourteen (14) business days from the date eligibility issue was referred to SPONSOR or Vendor by Medco for issue resolution.
- 3.3.6 **Retroactive Enrollment Transaction Processing** – SPONSOR or Vendor shall collaborate with Medco on processing retroactive enrollment transactions. Medco shall provide SPONSOR or Vendor with the processing guidelines “Retroactive Enrollment Processing Guidelines” developed based on the applicable policy (s) established by CMS and/or CMS Vendor to whom CMS delegated the processing of retroactive enrollment transactions function in behalf of CMS. SPONSOR or Vendor shall be responsible for supplying Medco with required documentation as defined in the “Retroactive Enrollment Processing Guidelines” to support retroactive enrollment request. SPONSOR or Vendor shall provide supporting documentation within fourteen (14) business days from the receipt of supporting documentation request from Medco.
- 3.3.7 **Quarterly Reconciliation** — Within fourteen (14) business days after the end of each year quarter SPONSOR or Vendor shall supply Medco with SPONSOR’s membership snapshot in a file format mutually agreed by both parties.
- 3.3.8 Within fourteen (14) business days from the receipt of the snapshot Medco shall compare enrollment information provided on the snapshot to the corresponding enrollment in the: (i) Medco Enrollment system; (ii) Medco Eligibility System; (iii) CMS Enrollment System as received by Medco on the CMS enrollment files. Medco shall provide SPONSOR or Vendor with the reply file (“Reconciliation File”) which will indicate the enrollment status of each retiree listed on the snapshot as reflected in Medco and/or CMS enrollment system.
- 3.3.9 Within fourteen (14) business days from the receipt of Reconciliation File from Medco Vendor shall reconcile enrollment information supplied on the file against enrollment information in Vendor and/or SPONSOR system to identify and correct enrollment discrepancies. Vendor shall: (i) apply information provided by Medco on the Reconciliation File to synchronize enrollment information in Vendor’s and/or the SPONSOR’s system with corresponding enrollment information in Medco and CMS system; (ii) present enrollment discrepancies to Medco in the mutually agreed format for the resolution and correction pursuant to applicable procedures described Section 3.3.6, Retroactive Enrollment Transaction Processing, of the contract.

4. **PREMIUM BILLING AND RECONCILIATION SUPPORT**

- 4.1 Medco shall coordinate with CMS the EGWP PDP CMS activities that pertain to billing, reconciliation, and reporting of Covered Retirees including:
- 4.1.1 **Reconciliation of CMS Subsidies** – Receipt and reconciliation of CMS subsidies for the standard benefit, low income subsidy, and low income subsidy payments.
- 4.1.2 **Government Reinsurance - Government** reinsurance for utilization above the applicable catastrophic threshold in Covered Retiree TrOOP (applies to calendar year only plans) on an annual basis. The catastrophic threshold is defined and adjusted by CMS annually (e.g., \$4,700 in 2012);

- 4.1.3 **Low Income Premium Subsidies (LIPS) for Eligible Members (monthly as received by CMS)** – The LIPS shall be provided for Covered Retirees who qualify for low income benefits as defined by CMS and the Social Security Administration.
- 4.1.4 **Low Income Cost Sharing Subsidies (LICS) (annually)** – Based on final reconciliation with CMS, the LICS shall be payable to SPONSOR and shall be reconciled within ninety (90) days following the final reconciliation with CMS based on actual experience.
- 4.1.5 Subsidies will ONLY be received on behalf of members approved by CMS as eligible for the PDP. Any Member rejected by CMS will not be eligible for any of the subsidies outlined above. Members not approved by CMS may be covered under the benefit at the SPONSOR discretion on a fee for service basis under the Sponsor's commercial benefit.
- 4.1.6 SPONSOR is responsible for billing and collecting the member's contribution to the premium, less any Low Income Premium Subsidy received from CMS for eligible members, and ensuring that the low income members are billed the appropriate monthly member premium. Medco provide SPONSOR a monthly list of low-income subsidy eligibles. SPONSOR must refund the premium to the beneficiary within forty-five (45) days of receipt of the low income premium subsidy payment amount.
- 4.1.7 **TrOOP Reporting** – Comply with CMS reporting requirements related to rebates, network access, TrOOP, clinical program management, claims administration, operational compliance, and other reports required by CMS.
- 4.2 SPONSOR and Medco shall coordinate the following activities:
- 4.2.1 SPONSOR shall be responsible for monthly premium billing and collection for Covered Retirees, unless this service is delegated to Medco .
- 4.2.2 Medco shall provide CMS Low Income premium subsidy information for Covered Retirees to SPONSOR on a monthly basis. SPONSOR shall pass the CMS Low Income premium subsidy to all applicable Covered Retirees.
- 4.2.3 SPONSOR shall retain all responsibility for the implementation of the non-payment of premium policy including required CMS letters.
- 4.2.4 SPONSOR shall retain all Covered Retiree records and supporting documentation in accordance with CMS' applicable ten (10) year, plus contract year record retention requirements.
- 4.3 SPONSOR and Medco shall collaborate to implement the Late Enrollment Penalty ("LEP") as follows:
- 4.3.1 The SPONSOR agrees to comply with the applicable CMS requirements of the LEP and shall comply with Medco's LEP policy, including participation with Medco in the following process.
- 4.3.2 SPONSOR has an option to: (i) provide an attestation to Medco to attest to a creditable coverage for all of its Eligible Persons' upon the initial installation process or (ii) provide an attestation to Medco to attest to a creditable coverage for its Eligible Persons' listed on the LEP report during the post installation timeframe.
- 4.3.3 Medco shall mail an attestation to each Eligible Person that has gap in coverage as defined by CMS for whom the SPONSOR did not provide attestation upon the initial attestation process.

- 4.3.4 If the SPONSOR attests to creditable coverage on behalf of its members, the SPONSOR will provide Medco with the Attestation attached as Schedule F of this Agreement, and a file listing of all the members included in the Attestation.
- 4.3.5 If the SPONSOR will not attest on behalf of its members, SPONSOR shall provide Medco with the file listing all members for whom SPONSOR was unable to attest.
- 4.3.6 SPONSOR's response is expected to be received within five (5) business days from the receipt of LEP prospect report;
- 4.3.7 Medco collects responses to the Attestations from SPONSOR or Eligible Persons and submits member uncovered months' information to CMS for processing and determination of applicable LEP.
- 4.3.8 CMS calculates LEP amount and transmits LEP amount to Medco on the daily TRR file. SPONSOR has an option to opt either to absorb or to charge Eligible Persons the LEP Amount This election must be made prior to the beginning of the Plan Year and be applied consistently by SPONSOR until the end of the Plan Year.
- 4.3.9 Payment of Coverage Gap discounts – Medco is responsible to collect the manufacturer discounts from the participating manufacturers and pass back the funds to the SPONSOR
- 4.3.10 **Additional Services for Non-Responders** – For an additional fee (on a per call basis) Medco (or its agent) will conduct telephonic outreach to Eligible Persons who have not responded.

5. **ELIGIBILITY STATUS CHANGES, AND TROOP UPDATES**

- 5.1 **Best Available Evidence** (“BAE”) – a policy established by CMS, where a PDP Sponsor is obligated to reflect appropriate cost sharing levels based on evidence defined by CMS in situations where LIS levels is not correctly reflected in the CMS system and Medicare beneficiary is eligible for a subsidy.
- 5.2 **Best Available Evidence** (“BAE”) – SPONSOR and Medco will comply with CMS best available evidence requirements as follows:
 - 5.2.1 Medco will rely on the updates to Member's LICS level information from CMS and communicate the changes to SPONSOR.
 - 5.2.2 In situation where Eligible Person is eligible for LIS and CMS system does not correctly reflect appropriate cost sharing levels Medco will collect best available evidence provided by an Eligible Person, Eligible Person representative or a pharmacy in accordance with CMS applicable rules will update LIS levels accordingly within 48-72 hours of the receipt of BAE documentation that meets CMS guidelines.
 - 5.2.3 SPONSOR shall notify Medco immediately if a member provides documentation that demonstrates they are low income subsidy eligible or claims to be eligible for a subsidy. Medco's Participating Pharmacy contracts will require the Participating Pharmacies that collect best available evidence of a Member's LICS level information to communicate promptly such information to SPONSOR, and to Medco. This information should be routed to Medco immediately through the SPONSOR's account management contact.

- 5.3 **TrOOP** – Medco will track member true-out-of-pocket expenses (TrOOP) in accordance with CMS requirements for the enhanced PDP, including delivery or required reporting and data feeds to communicate TrOOP balances to members.
- 5.4 **Copay Collection** – Medco shall adjudicate claims and copayment in accordance with member eligibility information provided by SPONSOR via the updated eligibility file. In the event the copayment collected is incorrect due to information contained in the SPONSOR’s eligibility file, or any third party’s information not affiliated with or a subcontractor of Medco, Medco shall reprocess such claims at SPONSOR’s direction and SPONSOR shall be responsible for (i) the cost of processing claims, and (ii) any other fees agreed upon by the parties. In the event a change in status results in the need to collect additional member copayment, SPONSOR shall bear responsibility for collection.
6. **CMS REPORTING** – Medco will develop and transmit applicable files to CMS as part of program administration (e.g., network, pricing). Areas of reporting may include utilization management, medication therapy management, enrollment, rebates, grievances, and appeals. The specific reporting requirements will be a function of the waivers approved by CMS.
7. **AUDIT SUPPORT** – Medco will cooperate with CMS audit requests in accordance with CMS regulations. Any audit by SPONSOR may be conducted once annually, concurrently with the audit for the services of the PBM Agreement, at no charge, upon adequate prior written notice, and during regular business hours. Audits under this Article shall otherwise be subject to the provisions of the PBM Agreement. SPONSOR shall maintain all Covered Persons’ enrollment and disenrollment records including CMS Letter Exhibits No. 17 through 20.
8. **COVERED RETIREE COMMUNICATIONS** – Medco will deliver EOBs during every month in which a prescription is dispensed. Medco will provide mail service customer service, that is in compliance with CMS call handling requirements and corresponding CMS-required reporting; Medco will provide sixty (60) day formulary notice, transition letters, and enrollment and disenrollment letters.
9. **CLINICAL SERVICES, PRIOR AUTHORIZATION, MEDICATION THERAPY MANAGEMENT, FORMULARY MANAGEMENT** – Medco will establish and maintain a CMS-approved Formulary (Part D Formulary) and P&T Committee support for the Part D Formulary. Medco will provide clinical management, including applicable CMS-required appeals and prior authorization, edits and coverage reviews. Medco shall provide identification, enrollment, and administration of Covered Retirees eligible for the Medication Therapy Management (MTM)¹ program. Medco will provide Part D Formulary management and change notification communications. Retrospective Drug Utilization Review (RDUR) is included in the foregoing services as required by CMS.
10. **CUSTOMER SERVICE, GRIEVANCES, AND APPEALS** – Medco will provide services that address applicable CMS requirements for Customer Service, Grievances, and Appeals.
11. **PART D COMMUNICATIONS** – Medco will develop Covered Retiree communication templates, customer service scripting, and other communication tools. Medco will be responsible for submission of the materials to CMS for review, in accordance with applicable guidelines and waivers. Medco will also provide standard web site development and maintenance consistent with CMS regulations.
12. **CLINICAL PROGRAMS** – MTM, Transition Supply, 60 day notice, High Utilization, B/D Coverage determination, Copay / Administrative Appeals, Refill too Soon, RDUR, and CDUR are required by CMS and shall be included in the base administration fee. The following clinical programs have been filed by Medco as part of its 2012 formulary submission with CMS and are also included:

¹ Available for beneficiaries that have multiple chronic diseases, multiple Part D medications, and are likely to incur annual costs for covered Part D drugs that exceed \$3,000.

- Dispensing Quantity Limits
 - Quantity Dose Duration
 - Prior Authorization Rules
 - RationalMed®, Polypharmacy, and any other clinical programs not filed by Medco as part of its formulary submission to CMS will be quoted upon request.
 - Additional Clinical Programs will be quoted upon request.
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13. **COVERAGE GAP DISCOUNT PROGRAM** – Medco shall administer the coverage Gap Discount Program on behalf of SPONSOR in accordance with all applicable CMS regulations and guidance.
14. **MEMBER RECOVERY NOTIFICATION PROCESS** – Medco shall administer a member recovery notification process, in accordance with CMS 45 day turnaround time.
15. **Medicaid Subrogation Service** – Medco will process claims in accordance with the Medicaid subrogation guidelines and the fee for this service is included in the Administrative Fee set forth in Schedule B. No attestation is required under this section due to the fact that this Agreement serves as the attestation because the subrogation fees are included in the Administrative Fee.

B. ADDITIONAL OPTIONAL SERVICES

The following services are available and subject to additional fees, as provided in Schedule B hereto.

1. **CUSTOMIZATION OF CO-BRANDED SPONSOR COLLATERALS RELATED TO THE MEDCO EMPLOYER GROUP WAIVER PDP PLAN** – In accordance with applicable CMS regulations, PDPs are required to mail welcome kits and ID cards (“Welcome Kits”) to members within seven (7) days of a member being approved for enrollment by CMS. Welcome Kits under this agreement shall include the SPONSOR’s logo and specific customer service 800 number, as well as the SPONSOR’s specific plan design and other applicable customizations. The standard Welcome Kit components include for the coming benefit year: Cover Letter, ID Card, Summary of Benefits, Table of Contents, Privacy Policy, Evidence of Coverage, Medco by Mail Order Form, HAQ, Direct Claim Form, Abridged Formulary, and Pharmacy Guide. The Welcome kit may be modified upon mutual agreement between SPONSOR and Medco, to the extent permitted under applicable regulation. The parties hereto agree as follows:
- 1.1. **SPONSOR’s Responsibilities** – Welcome Kits will be customized to support SPONSOR’s specific benefit design. The SPONSOR shall be responsible for providing benefit design, reviewing and approving Welcome Kit materials to Medco timely, as required by Medco’s marketing department. SPONSOR shall provide training to SPONSOR’s staff and customer service vendors, if any.
- 1.2. **Medco’s Responsibilities** – Medco shall create and mail the Welcome Kit/ID cards to applicable Covered Retirees, who are verified by CMS, within seven (7) days in accordance with CMS requirements. Medco shall make changes to the Welcome Kit/ID cards as necessary to remain compliant, on an ongoing basis. Medco shall provide customer service training, post said materials to the web, and fulfill additional requests by Covered Retirees.
2. **COMMUNICATIONS** – Communications to Covered Retirees regarding their ability to opt-out of the Medco Employer Group Waiver PDP plan, in compliance with CMS regulations.

3. **ANNUAL NOTICE OF CHANGE** – Medco shall develop and submit the Annual Notice of Change (“ANOC”) to SPONSOR for prior review and timely approval. The ANOC shall be mailed to all renewing members. The Annual Notice of Change is a CMS approved mailing sent to all current members of the SPONSOR on a mutually agreed upon date based on the clients open enrollment requirements. . It contains the annual notice of change, a summary of benefits, and current abridged formulary.

4. **AD HOC OPTIONAL SERVICES**

• Development of Part D web-related services	Quoted upon request
• Additional member requested materials.	Billed at Cost plus postage
• SPONSOR requested customization, re-issuance or replacement of any Member Communication Materials, Formulary materials, or Identification Cards on a group-wide or company-wide basis	Billed at Cost plus postage
• Subsequent member communications describing the benefit or changes to the benefit	Quoted upon request
• Customized, targeted member or physician mailings	Quoted upon request
• Bulk mailings direct to employer or plan location	Billed at cost plus postage
• Additional mailings required by changes in CMS guidance between open enrollment and until the end of the benefit year	Billed at cost plus postage
• Customized web or other communications development	Quoted upon request
• Premium Billing	Quoted upon request
• Such other additional services as agreed to between the parties	Quoted upon request
• EGWP Commercial Wrap	\$1.50 per member per month. See Schedule G
EOB development for Spanish and Braille materials	Billed at cost plus postage
Material development for Spanish and Braille – A Aldighere to outline	Quoted upon request
Material development to comply with CMS requirements – check other sections of the agreement	Quoted upon request

SCHEDULE B **PRICING TERMS**

SPONSOR shall pay Medco for Services under this Agreement, for the January 1 to December 31, 2014 period as follows:

1. **CLAIMS BILLING AND PDP ADMINISTRATIVE FEES** – SPONSOR shall pay Medco for the Employer Group Waiver PDP Covered Drugs dispensed and submitted under this Agreement under both the Retail Pharmacy and Mail Order Programs plus a Medicare Monthly Administrative Fee as set forth below under the Retail Pharmacy Program and the Mail Order Pharmacy Program. The Medicare Monthly administrative Fee shall be in addition to the core PBM administrative fee if any. Medco shall bill SPONSOR as follows:

- 1.1 **Billing Of Incurred Claims (Ingredient Cost).**

- 1.1.1 **Claims for Covered Drugs** – Medco shall bill SPONSOR for the Covered Drug claims incurred by Covered Retirees that are submitted and dispensed under the SPONSOR-chosen Employer Group Waiver PDP plan design. Billing will be based on the rate set forth in this Schedule B for both Part D drugs, and the non Part D drugs, if any, that SPONSOR directs Medco to administer as covered.

- 1.1.2 **Claims for Vaccines** – Consistent with CMS regulations, services set forth in this Amendment shall include coverage for Part D-covered, provider-administered vaccines. Billing will include (i) an applicable fixed vaccine inoculation not to exceed \$20 when charged by the administering physician, if any, for all vaccines covered under Part D, and (ii) a third party vendor fee as charged to Medco not to exceed \$4 per paid claim. Claims for vaccines are excluded from rebates.

- 1.2 **Monthly Administrative Fee** – Medco shall charge (i) a per Covered Retiree per month fee for administering the benefit in accordance with this Schedule B, and (ii) specific charges per piece for certain required communications as follows.

- 1.2.1 **Med D Core Services** - Medco's administrative fee covers the core services costs, outlined below, associated with the administrative aspects of both the standard and enhanced portions of the benefit and is: \$8.69 per Covered Retiree per month for Employer Group Waiver Plan services (not including the total cost of the Welcome Kit, or Annual Notice of Non Coverage (ANOC), as defined, below plus postage) These charges are applicable to every fulfilled applicant, regardless of final CMS status verification.

- 1.2.2 **PBM Core Services** – Medco's administrative fee covers the core PBM services costs, outlined below, associated with the administrative aspect of both the standard and enhanced portions of the benefit and is \$3.00 per Covered Retiree per month. These charges are applicable to every fulfilled applicant, regardless of final CMS status verification.

- 1.2.3 **Pre Notification** – Required for all new retirees as they are group enrolled into the benefit on at the onset of the plan. Medco will provide the SPONSOR with a print ready pdf for this purpose. If the SPONSOR requests Medco to mail the notifications, additional cost and postage fees will apply. The SPONSOR is responsible for notifying Covered Retirees who age into the plan, post installation. SPONSOR has the

responsibility to notify Covered Retirees at least 21 days prior to their enrollment into the plan to allow ample time for members to assess their opt out privileges.

1.3 **Clinical Programs** – MTM, Transition Supply, sixty (60) days’ notice, High Utilization, B/D Coverage determination, Copay / Administrative Appeals, Refill too Soon, RDUR and CDUR are required by CMS and shall be included in the base administration fee. The following clinical programs have been filed by Medco as part of its 2012 formulary submission with CMS and are also included:

1.3.1 Dispensing Quantity Limits

1.3.2 Quantity Dose Duration

1.3.3 Prior authorization Rules

1.3.4 Additional Clinical Programs not quoted above, will be quoted upon request.

2. **RETAIL PHARMACY NETWORK** – SPONSOR shall participate in Medco’s PDP Retail Networks illustrated below.

2.1 **Network** – The Parties anticipate using the current pricing applicable under the existing retail pharmacy network.

MEDCO'S PDP NETWORK		
	Up to a 31-day supply	32 to 90 days supply
Brand Pricing	Average annual brand discount of AWP minus (-) 13.70%.	Average annual brand discount of AWP minus (-) 18.30%.
Generic Pricing ²	Average annual generic discount of AWP minus (-) 74.0% (2012-2013) and 75.0% (2014)	Average annua generic discount of AWP minus (-) 74.0% (2012-2013) and 75.0% (2014)
Dispensing Fees	Estimated average \$1.25 (2012 and 2013) and \$1.20 (2014)	Estimated average \$1.00

3. **MEDCO BY MAIL PHARMACY SERVICE PRICING** – The pricing applicable to the Medco Mail Service is as follows:

MEDICARE PART D	
Brand Pricing	Average annual brand discount of AWP minus (-) 24%.
Generic Pricing ²	Average annual generic discount of AWP minus (-) 79.0% (2012 and 2013) and 80.0% (2014)
Dispensing Fees	\$0.00

The specialty pricing list is also included in the attached Schedule B-1.

If carrier rates (i.e., U.S. mail and/or applicable commercial courier services) increase during the term of this Agreement, the Dispensing Fee will be increased to reflect such increase(s).

² Generic Pricing is applicable to generic drugs that are available in sufficient supply from multiple manufacturers, consistent with the provisions of the PBM Agreement.

4. **HOME INFUSION AND LTC SERVICE PRICING**

MEDICARE PART D LONG TERM CARE AND HOME INFUSION NETWORKS PASS THROUGH PRICING		
	Long-Term Care Pharmacies	Home Infusion Pharmacies
Brand Pricing	Lowest of U&C, MAC, or contracted AWP discount of AWP minus (-) 10.54%.	Lowest of U&C, MAC, or contracted AWP discount of AWP minus (-) 12.62%.
Generic Pricing	Lowest of U&C, MAC, or contracted AWP discount of AWP minus (-) 10.54%.	Lowest of U&C, MAC, or contracted AWP discount of AWP minus (-) 12.62%.
Dispensing Fees	Estimated average Dispensing Fee of \$4.00	Estimated average Dispensing Fee of \$1.00

Note: For non-infused or non-injected Part D Covered Drugs dispensed by these pharmacies, the claim will price according to the Medco PDP base agreement at AWP minus (-) 11.58% and a \$2.00 Dispensing Fee.

Note: Medco shall ensure that network home infusion pharmacies provide delivery of home infusion drugs within twenty-four (24) hours of discharge from an acute setting, or later if so prescribed.

5. **INDIAN TRIBUNAL URBAN (ITU)/INDIAN TRIBUNAL AUTHORITY (ITA)**

INDIAN TRIBUNAL URBAN (ITU)/INDIAN TRIBUNAL AUTHORITY (ITA) CONTRACT ARRANGEMENTS		
	Single Source Brand	Multi-Source Brand
Source/AWP	Average reimbursement equal to AWP minus (-) 11.58%	Generic: Average reimbursement equal to lower of pharmacy's U&C, MAC, or AWP minus (-) 15.00%. Brand: Average reimbursement equal to AWP minus (-) 11.58%.
Dispensing Fees	Estimated average of \$2.00	Estimated average of \$2.00

6. **MEDCO SPECIALTY BENEFIT MANAGEMENT SERVICE** – Notwithstanding anything to the contrary in Section 3 above and elsewhere in the Agreement, SPONSOR will pay Medco for those Covered Drugs designated as Specialty Drugs in Schedule B under the Mail Order Pharmacy Program on a separate ingredient cost basis (provided in Schedule B-1) plus applicable Dispensing Fee (provided in Schedule B-1), subject to the Copayment/Coinsurance in the applicable Plan Design.

Under the Retail Pharmacy Program, SPONSOR will pay Medco for the Specialty Drugs in Schedule B according to the pricing set forth in Section 2 of Schedule B.

Medco will be the exclusive administrator of Specialty Drugs to SPONSOR while this Agreement is in effect. Specialty Drugs may be provided by Medco or other third-party specialty pharmacy that has a written arrangement with Medco. Medco may add or delete products, or modify pricing terms, in Schedule B-1 on written notice to SPONSOR. Specialty Drugs are excluded from calculations, guarantees, credits, and payments regarding Total Rebates under the Mail Order Pharmacy Program and the Retail Pharmacy Program set forth in this Agreement. The terms and pricing set forth in this Section 6 and in Schedule B-1 apply only to SPONSOR's pharmacy benefit and not to SPONSOR's medical benefit.

Services for Specialty Drugs under the Mail Order Pharmacy Program consist of:

- Clinical support that provides, according to Medco's procedures:
 - Eligible Person tele-counseling from specially trained pharmacists and nurses
 - Care management, including information and support directly to the Eligible Person
 - Coordination of care with the Eligible Persons case manager and/or home care agency

- Specialty Drug educational materials and product information
 - Standard communications notifying Eligible Persons of changes in plan coverage
 - Personalized mailings and outbound phone calls by Medco Special Care Pharmacy to Eligible Persons purchasing, at retail pharmacies, Specialty Drugs that are clinically appropriate for maintenance use
- Toll-free telephone line for Eligible Persons using Specialty Drugs
- Express delivery to physician's office or Eligible Person's home
 - Standard two (2) day delivery
 - Overnight delivery as physician required (excluding Sundays)
- Logistics coordination of delivery to Eligible Person's home or physician's office
- Analysis of integrated pharmacy and medical claims databases to identify utilizers, if applicable and agreed upon
- Ancillary supplies provided with each self-injectable medication
- Drug Utilization Review applied to specialty pharmacy related prescription claims and, when available from Medco, medical claims
- Enhanced Physician services, consisting of communication materials, forms and informational hotline

Additional communications to Eligible Persons or physicians beyond these listed above will be quoted upon request.

7. MEDCO PASS THROUGH OF CMS PAYMENT COMPONENTS

7.1 Medco will pass through to SPONSOR 100% of the following CMS payment components:

- 7.1.1 **Risk-Adjusted Direct Per Member Per Month Subsidy (monthly)** – The risk-adjusted Direct per member per month subsidy will be based on the CMS-provided National Average subsidy, provided in August or early September of each year. These payments shall be made within fifteen (15) days after the end of the month.
- 7.1.2 **Annual Reinsurance Payments for Catastrophic Coverage (annually)** – The reinsurance payments for catastrophic coverage will equal 80% of the net cost of claims incurred after the member reaches the CMS catastrophic coverage threshold (adjusted annually) in True Out of Pocket Spend, adjusted for rebates. For purposes of the annual true-up of annual reinsurance payments, only Covered Retirees and Medicare-covered drugs shall be included.
- 7.1.3 **Low Income Cost Sharing Subsidies (LICS) (annually)** – Based on final reconciliation with CMS, the LICS shall be payable to SPONSOR and shall be reconciled within ninety (90) days following the final reconciliation with CMS based on actual experience.
- 7.1.4 **Low Income Premiums Subsidies (LIPS) for Eligible Members (monthly as received by CMS)** – The LIPS will be provided for Covered Retirees who qualify for low income benefits as defined by CMS and the Social Security Administration.
- 7.1.5 **Coverage Gap Discount Program (CGDP) (quarterly)** – Based on quarterly reconciliation with CMS and participating Pharmaceutical Manufacturers, the CGDP shall be payable to SPONSOR and shall be reconciled within 45 days following receipt of the funds by Medco.
- 7.1.6 Subsidies will ONLY be received on behalf of members approved by CMS as eligible for the PDP. Any Member rejected by CMS will not be eligible for any of the subsidies outlined above. Members not approved by CMS may be covered under the benefit at the SPONSOR discretion in accordance with the

terms of your SPONSOR's commercial Integrated Prescription Drug Program Agreement.

- 7.1.7 SPONSOR is responsible for billing and collecting the member's contribution to the premium, less any Low Income Premium Subsidy received from CMS for eligible members, and ensuring that the low income members are billed the appropriate monthly member premium. Medco will provide SPONSOR a monthly list of low-income subsidy eligibles. SPONSOR must refund the premium to the beneficiary within forty-five (45) days of receipt of the low income premium subsidy payment amount.
- 7.2 Plan sponsors shall receive a bi-weekly claim, and monthly administrative electronic invoices via a File Transfer Protocol (FTP) consistent with the current commercial invoice billing schedule, if any, applicable in the Agreement. Both the claims fees and the monthly administrative fee will appear on the SPONSOR invoice. The monthly per member payment charge shall be made to Medco Containment Insurance Company of New York or Medco Containment Life Insurance Company, as applicable in accordance with the instruction included in the Medco invoice. The CMS components listed above that Medco receives from CMS on behalf of SPONSOR will appear as a credit on the subsidy statement. These reports will be available on SPONSOR website.
- 7.3 To the extent required to inform CMS, Medco agrees to update any prescription drug pricing standard for reimbursement of network pharmacies based on the cost of a drug used by the Part D SPONSOR on (i) January 1 of each contract year; and (ii) Not less frequently than once every seven (7) days.
- 7.4 State-to-Payer/Payer-to-Payer Reconciliations – SPONSOR will be responsible for any claims paid by the PDP as part of the State-to-Payer and/or Payer-to-Payer reconciliations.

**SCHEDULE B-1
SPECIALTY DRUG PRICING FROM THE
MEDCO SPECIAL CARE PHARMACY**

Only drugs that are considered by CMS to be Part D covered drugs will be offered through the standard EGWP program. This list is subject to change at CMS discretion. Drugs in the specialty drug pricing list are not necessarily on the specialty drug pricing tier.

Therapy	Drug	Per Diem & Nursing Service Charges	AWP Discount	Dispensing Fee
Anemia	ARANESP		12.6190%	\$0.00
Anemia	EPOGEN		12.6190%	\$0.00
Anemia	PROCRIT		12.6190%	\$0.00
Anemia	SOLIRIS		11.5788%	\$0.00
Cancer	ABRAXANE		12.6190%	\$0.00
Cancer	ADCETRIS		11.5788%	\$0.00
Cancer	AFINITOR		11.5788%	\$0.00
Cancer	ARRANON		12.6190%	\$0.00
Cancer	ARZERRA		12.6190%	\$0.00
Cancer	AVASTIN		12.6190%	\$0.00
Cancer	DACOGEN		12.6190%	\$0.00
Cancer	ELIGARD		12.6190%	\$0.00
Cancer	ERBITUX		12.6190%	\$0.00
Cancer	FIRMAGON		11.5788%	\$0.00
Cancer	FOLOTYN		11.5788%	\$0.00
Cancer	GLEEVEC		12.6190%	\$0.00
Cancer	HALAVEN		12.6190%	\$0.00
Cancer	HERCEPTIN		12.6190%	\$0.00
Cancer	HYCAMTIN ORAL		12.6190%	\$0.00
Cancer	ISTODAX		12.6190%	\$0.00
Cancer	IXEMPRA		12.6190%	\$0.00
Cancer	JEVTANA		12.6190%	\$0.00
Cancer	LEUPROLIDE		19.9008%	\$0.00
Cancer	LUPRON DEPOT		12.6190%	\$0.00
Cancer	MOZOBIL		12.6190%	\$0.00
Cancer	NEXAVAR		12.6190%	\$0.00
Cancer	OCTREOTIDE ACETATE		12.6190%	\$0.00
Cancer	OFORTA		12.6190%	\$0.00
Cancer	PROLEUKIN		12.6190%	\$0.00
Cancer	REVLIMID		11.5788%	\$0.00
Cancer	RITUXAN		12.6190%	\$0.00
Cancer	SANDOSTATIN (all forms and strengths)		12.6190%	\$0.00
Cancer	SPRYCEL		11.5788%	\$0.00
Cancer	SUTENT		12.6190%	\$0.00
Cancer	SYLATRON		12.6190%	\$0.00
Cancer	TARCEVA		12.6190%	\$0.00
Cancer	TASIGNA		12.6190%	\$0.00
Cancer	TEMODAR		12.6190%	\$0.00
Cancer	THALOMID		12.6190%	\$0.00

Therapy	Drug	Per Diem & Nursing Service Charges	AWP Discount	Dispensing Fee
Cancer	TORISEL		12.6190%	\$0.00
Cancer	TREANDA		12.6190%	\$0.00
Cancer	TYKERB		12.6190%	\$0.00
Cancer	VANTAS		12.6190%	\$0.00
Cancer	VECTIBIX		12.6190%	\$0.00
Cancer	VELCADE		12.6190%	\$0.00
Cancer	VIDAZA		12.6190%	\$0.00
Cancer	VOTRIENT		11.5788%	\$0.00
Cancer	XALKORI		12.6190%	\$0.00
Cancer	XELODA		12.6190%	\$0.00
Cancer	XGEVA		12.6190%	\$0.00
Cancer	YERVOY		12.6190%	\$0.00
Cancer	ZELBORAF		11.5788%	\$0.00
Cancer	ZOLADEX		12.6190%	\$0.00
Cancer	ZOLINZA		12.6190%	\$0.00
Cancer	ZYTIGA		12.6190%	\$0.00
Crohn's Disease	CIMZIA		12.6190%	\$0.00
DVT/Anticoagulation	ARIXTRA		12.6190%	\$0.00
DVT/Anticoagulation	ENOXAPARIN SODIUM		12.6190%	\$0.00
DVT/Anticoagulation	FONDAPARINUX SODIUM		12.6190%	\$0.00
DVT/Anticoagulation	FRAGMIN		12.6190%	\$0.00
DVT/Anticoagulation	INNOHEP		12.6190%	\$0.00
DVT/Anticoagulation	IPRIVASK		12.6190%	\$0.00
DVT/Anticoagulation	LOVENOX		12.6190%	\$0.00
Growth Stimulating Agents	GENOTROPIN		12.6190%	\$0.00
Growth Stimulating Agents	HUMATROPE		12.6190%	\$0.00
Growth Stimulating Agents	INCRELEX		7.4178%	\$0.00
Growth Stimulating Agents	NORDITROPIN (all forms and strengths)		12.6190%	\$0.00
Growth Stimulating Agents	NUTROPIN (all forms and strengths)		12.6190%	\$0.00
Growth Stimulating Agents	OMNITROPE		12.6190%	\$0.00
Growth Stimulating Agents	SAIZEN		12.6190%	\$0.00
Growth Stimulating Agents	SEROSTIM		12.6190%	\$0.00
Growth Stimulating Agents	TEV-TROPIN		12.6190%	\$0.00
Growth Stimulating Agents	ZORBTIVE		12.6190%	\$0.00
Hemophilia	ADVATE		19.9008%	\$0.00
Hemophilia	ALPHANATE		21.9813%	\$0.00
Hemophilia	ALPHANINE SD		21.9813%	\$0.00
Hemophilia	BEBULIN		5.3373%	\$0.00
Hemophilia	BENEFIX		12.6190%	\$0.00
Hemophilia	CORIFACT		19.9008%	\$0.00
Hemophilia	FEIBA		24.0618%	\$0.00
Hemophilia	HELIXATE (all forms and strengths)		21.9813%	\$0.00
Hemophilia	HEMOPIL M		24.0618%	\$0.00
Hemophilia	HUMATE-P		19.9008%	\$0.00
Hemophilia	KOATE (all forms and strengths)		24.0618%	\$0.00
Hemophilia	KOGENATE		24.0618%	\$0.00
Hemophilia	MONOCLATE P		24.0618%	\$0.00
Hemophilia	MONONINE		21.9813%	\$0.00

Therapy	Drug	Per Diem & Nursing Service Charges	AWP Discount	Dispensing Fee
Hemophilia	NOVOSEVEN RT		21.9813%	\$0.00
Hemophilia	PROFILNINE (all forms and strengths)		24.0618%	\$0.00
Hemophilia	RECOMBINATE		21.9813%	\$0.00
Hemophilia	RIASTAP		7.4178%	\$0.00
Hemophilia	STIMATE		11.5788%	\$0.00
Hemophilia	WILATE		19.9008%	\$0.00
Hemophilia	XYNTHA(all forms and strengths)		19.9008%	\$0.00
Hepatitis	COPEGUS		12.6190%	\$0.00
Hepatitis	INCIVEK		12.6190%	\$0.00
Hepatitis	INFERGEN		12.6190%	\$0.00
Hepatitis	INTRON A (all forms and strengths)		12.6190%	\$0.00
Hepatitis	PEGASYS		12.6190%	\$0.00
Hepatitis	PEG-INTRON (all forms and strengths)		12.6190%	\$0.00
Hepatitis	REBETOL		12.6190%	\$0.00
Hepatitis	RIBASPHERE		42.7863%	\$0.00
Hepatitis	RIBAVIRIN		42.7863%	\$0.00
Hepatitis	VICTRELIS		12.6190%	\$0.00
Hereditary Tyrosinemia	ORFADIN		Plus 4.0250%	\$0.00
HIV	EGRIFTA		12.6190%	\$0.00
HIV	FUZEON		12.6190%	\$0.00
Homocystinuria	CYSTADANE		12.6190%	\$0.00
Immune Deficiency	ACTIMMUNE		12.6190%	\$0.00
Immune Deficiency	ADAGEN		Plus 4.0250%	\$0.00
Immune Deficiency	CARIMUNE NF	**	13.6593%	\$0.00
Immune Deficiency	CYTOGAM	**	13.6593%	\$0.00
Immune Deficiency	FLEBOGAMMA	**	13.6593%	\$0.00
Immune Deficiency	GAMASTAN	**	13.6593%	\$0.00
Immune Deficiency	GAMMAGARD	**	13.6593%	\$0.00
Immune Deficiency	GAMMAGARD LIQUID	**	11.5788%	\$0.00
Immune Deficiency	GAMMAPLEX	**	13.6593%	\$0.00
Immune Deficiency	GAMUNEX	**	13.6593%	\$0.00
Immune Deficiency	HIZENTRA	**	12.6190%	\$0.00
Immune Deficiency	HYPERRHO S/D	**	16.7800%	\$0.00
Immune Deficiency	MICRHOGAM	**	13.6593%	\$0.00
Immune Deficiency	OCTAGAM	**	13.6593%	\$0.00
Immune Deficiency	PRIVIGEN	**	12.6190%	\$0.00
Immune Deficiency	RHOGAM	**	13.6593%	\$0.00
Immune Deficiency	RHOPHYLAC	**	13.6593%	\$0.00
Immune Deficiency	VIVAGLOBIN	**	12.6190%	\$0.00
Immune Deficiency	WINRHO (all forms and strengths)	**	21.9813%	\$0.00
Infertility	BRAVELLE		12.6190%	\$0.00
Infertility	CETROTIDE		12.6190%	\$0.00
Infertility	CHORIONIC GONADOTROPIN		12.6190%	\$0.00
Infertility	FOLLISTIM AQ		12.6190%	\$0.00
Infertility	GANIRELIX ACETATE		12.6190%	\$0.00
Infertility	GONAL-F (all forms and strengths)		12.6190%	\$0.00

Therapy	Drug	Per Diem & Nursing Service Charges	AWP Discount	Dispensing Fee
Infertility	LUVERIS		12.6190%	\$0.00
Infertility	MENOPUR		12.6190%	\$0.00
Infertility	NOVAREL		12.6190%	\$0.00
Infertility	OVIDREL		12.6190%	\$0.00
Infertility	PREGNYL		12.6190%	\$0.00
Infertility	REPRONEX		12.6190%	\$0.00
Metabolic Disorder	ALDURAZYME	**	7.4178%	\$0.00
Metabolic Disorder	BERINERT		12.6190%	\$0.00
Metabolic Disorder	CARBAGLU		5.3373%	\$0.00
Metabolic Disorder	CEREZYME	**	12.6190%	\$0.00
Metabolic Disorder	ELAPRASE	**	12.6190%	\$0.00
Metabolic Disorder	FABRAZYME	**	6.3775%	\$0.00
Metabolic Disorder	FIRAZYR		13.6593%	\$0.00
Metabolic Disorder	LUMIZYME	**	10.5385%	\$0.00
Metabolic Disorder	MYOZYME	**	11.5788%	\$0.00
Metabolic Disorder	NAGLAZYME	**	12.6190%	\$0.00
Metabolic Disorder	V-PRIV	**	12.6190%	\$0.00
Multiple Sclerosis	AMPYRA		11.5788%	\$0.00
Multiple Sclerosis	AVONEX		12.6190%	\$0.00
Multiple Sclerosis	BETASERON		12.6190%	\$0.00
Multiple Sclerosis	COPAXONE		12.6190%	\$0.00
Multiple Sclerosis	EXTAVIA		12.6190%	\$0.00
Multiple Sclerosis	GILENYA		12.6190%	\$0.00
Multiple Sclerosis	MITOXANTRONE		12.6190%	\$0.00
Multiple Sclerosis	NOVANTRONE		12.6190%	\$0.00
Multiple Sclerosis	REBIF		12.6190%	\$0.00
Multiple Sclerosis	TYSABRI		10.5385%	\$0.00
Neutropenia/Thrombocytopenia	LEUKINE		12.6190%	\$0.00
Neutropenia/Thrombocytopenia	NEULASTA		12.6190%	\$0.00
Neutropenia/Thrombocytopenia	NEUMEGA		12.6190%	\$0.00
Neutropenia/Thrombocytopenia	NEUPOGEN		12.6190%	\$0.00
Neutropenia/Thrombocytopenia	NPLATE		12.6190%	\$0.00
Ophthalmics	LUCENTIS		12.6190%	\$0.00
Ophthalmics	MACUGEN		12.6190%	\$0.00
Ophthalmics	OZURDEX		12.6190%	\$0.00
Ophthalmics	RETISERT		6.3775%	\$0.00
Osteo-Arthritis	EUFLEXXA		12.6190%	\$0.00
Osteo-Arthritis	HYALGAN		12.6190%	\$0.00
Osteo-Arthritis	ORTHOVISC		12.6190%	\$0.00
Osteo-Arthritis	SUPARTZ		12.6190%	\$0.00
Osteo-Arthritis	SYNVISC		12.6190%	\$0.00
Osteoporosis	FORTEO		12.6190%	\$0.00
Osteoporosis	PROLIA		12.6190%	\$0.00
Other Specialty Agents	ACTHAR GEL		12.6190%	\$0.00
Other Specialty Agents	APOKYN		12.6190%	\$0.00
Other Specialty Agents	ARCALYST		12.6190%	\$0.00
Other Specialty Agents	ATRYN		12.6190%	\$0.00
Other Specialty Agents	CYTOVENE		12.6190%	\$0.00

Therapy	Drug	Per Diem & Nursing Service Charges	AWP Discount	Dispensing Fee
Other Specialty Agents	DYSPORT		12.6190%	\$0.00
Other Specialty Agents	EXJADE		11.5788%	\$0.00
Other Specialty Agents	GANCICLOVIR		12.6190%	\$0.00
Other Specialty Agents	KRYSTEXXA		12.6190%	\$0.00
Other Specialty Agents	LUPRON DEPOT PED		12.6190%	\$0.00
Other Specialty Agents	MAKENA		12.6190%	\$0.00
Other Specialty Agents	NULOJIX		12.6190%	\$0.00
Other Specialty Agents	PRIALT		11.5788%	\$0.00
Other Specialty Agents	PROMACTA		12.6190%	\$0.00
Other Specialty Agents	QUTENZA		11.5788%	\$0.00
Other Specialty Agents	SABRIL		11.5788%	\$0.00
Other Specialty Agents	SAMSCA		12.6190%	\$0.00
Other Specialty Agents	SENSIPAR		12.6190%	\$0.00
Other Specialty Agents	SOMATULINE DEPOT		12.6190%	\$0.00
Other Specialty Agents	SOMAVERT		12.6190%	\$0.00
Other Specialty Agents	SUPPRELIN LA		12.6190%	\$0.00
Other Specialty Agents	VIVITROL		12.6190%	\$0.00
Other Specialty Agents	XENAZINE		12.6190%	\$0.00
Other Specialty Agents	XEOMIN		5.3373%	\$0.00
Phenylketonuria (PKU)	KUVAN		12.6190%	\$0.00
Psoriasis	AMEVIVE		12.6190%	\$0.00
Pulmonary	ARALAST	**	11.5788%	\$0.00
Pulmonary	GLASSIA	**	11.5788%	\$0.00
Pulmonary	PULMOZYME		12.6190%	\$0.00
Pulmonary	TOBI		12.6190%	\$0.00
Pulmonary	XOLAIR		12.6190%	\$0.00
Pulmonary	ZEMAIRA	**	11.5788%	\$0.00
Pulmonary Hypertension	ADCIRCA		12.6190%	\$0.00
Pulmonary Hypertension	EPOPROSTENOL SODIUM	**	Plus 4.0250%	\$0.00
Pulmonary Hypertension	FLOLAN	**	Plus 4.0250%	\$0.00
Pulmonary Hypertension	LETAIRIS		12.6190%	\$0.00
Pulmonary Hypertension	REMODULIN	**	Plus 4.0250%	\$0.00
Pulmonary Hypertension	REVATIO		12.6190%	\$0.00
Pulmonary Hypertension	TRACLEER		12.6190%	\$0.00
Pulmonary Hypertension	TYVASO	**	Plus 4.0250%	\$0.00
Pulmonary Hypertension	VELETRI	**	Plus 4.0250%	\$0.00
Pulmonary Hypertension	VENTAVIS	**	Plus 4.0250%	\$0.00
Respiratory Syncytial Virus	SYNAGIS		12.6190%	\$0.00
Rheumatoid Arthritis and other autoimmune conditions	ACTEMRA		7.4178%	\$0.00
Rheumatoid Arthritis and other autoimmune conditions	BENLYSTA		12.6190%	\$0.00
Rheumatoid Arthritis and other autoimmune conditions	ENBREL		12.6190%	\$0.00

Therapy	Drug	Per Diem & Nursing Service Charges	AWP Discount	Dispensing Fee
Rheumatoid Arthritis and other autoimmune conditions	HUMIRA		12.6190%	\$0.00
Rheumatoid Arthritis and other autoimmune conditions	KINERET		12.6190%	\$0.00
Rheumatoid Arthritis and other autoimmune conditions	ORENCIA		10.5385%	\$0.00
Rheumatoid Arthritis and other autoimmune conditions	REMICADE		12.6190%	\$0.00
Rheumatoid Arthritis and other autoimmune conditions	ORENCIA SC		10.5385%	\$0.00
Rheumatoid Arthritis and other autoimmune conditions	SIMPONI		12.6190%	\$0.00
Rheumatoid Arthritis and other autoimmune conditions	STELARA		12.6190%	\$0.00
Rheumatoid Arthritis and other autoimmune conditions	XIAFLEX		10.5385%	\$0.00

1. If carrier rates (i.e., U.S. mail and/or applicable commercial courier services) increase during the term of this Agreement, the Dispensing Fee will be increased to reflect such increase(s).

2. Charges for nursing visits and costs of supplies, equipment (e.g., pumps), and clinical monitoring required to administer certain Specialty Drugs indicated with ** above will be billed through Duke University's medical carrier at rates that have been agreed between Medco and the medical carrier.

SCHEDULE C
PREMIUM COLLECTION AND REQUIRED
CMS 800 SERIES CONTRACT PROVISION

1. PREMIUM COLLECTION AND CMS ACTIVITIES

- 1.1 SPONSOR will be solely responsible for performing premium collection activities from Covered Retirees which collection activities will be in compliance with CMS and Section A below. Notwithstanding the foregoing, SPONSOR warrants and represents that it will not invoice or collect from Covered Retirees a premium of more than (i) \$45.70 for that portion of the premium attributable to the Standard Benefit and (ii) \$86.69 for that portion of the premium attributable to the Enhanced Benefit. SPONSOR will provide to Medco an authorized attestation that SPONSOR (a) will not and has not invoiced or collected premium from Covered Retirees as part of the Standard Benefit in an amount greater than \$45.70, (b) will not and has not invoiced or collected premium from Covered Persons as part of the Enhanced Benefit an amount greater than \$86.69, and (c) SPONSOR will pass back to each applicable Covered Retiree within forty-five (45) days of receipt of the low income premium subsidy payment amount, any monies received by SPONSOR attributable to such Covered Retiree qualifying for the low income premium subsidy, and provide Medco with a certification in the form substantially similar to Schedule D attached hereto and made a part hereof. In the event the low income premium subsidy amount is greater than the actual premium associated with the standard portion of the benefit, Medco will assist SPONSOR in returning the overpayment to CMS.

If Medco does not or cannot directly bill a SPONSOR, CMS will permit Medco to directly refund the amount of the low-income premium subsidy to the LIS beneficiary. This refund must meet the above requirements concerning beneficiary premium contributions; specifically, that the amount of the refund not exceed the amount of the monthly premium contribution by the Covered Retiree and/or the SPONSOR. In addition, the SPONSOR must refund these amounts to the beneficiary within a reasonable time period. However, under no circumstances may this time period exceed forty five (45) days from the date that Medco receives the low-income premium subsidy amount payment for that beneficiary from CMS.

Medco agrees it shall obtain written agreements from each SPONSOR that provide that the SPONSOR may determine how much of a Covered Retiree monthly beneficiary premium it will subsidize, subject to the restrictions set forth in this section. Medco agrees to retain these written agreements with SPONSOR, including any written agreements, and must provide access to this documentation for inspection or audit by CMS (or its designee) in accordance with the requirements of 42 CFR §§423.504(d) and 423.505(d) and (e)

- 1.2 Medco will provide SPONSOR on a monthly basis an electronic file via File Transfer Protocol (FTP) that contains the amount of the adjusted premium that can be invoiced and collected from each Covered Retiree who qualifies for the low income premium subsidy. These reports will be posted to SPONSOR website. SPONSOR agrees to bear the risk of loss due to non-payment of premium amounts from its Covered Retirees. The foregoing standard and enhanced premiums are estimates that reflect SPONSOR data. SPONSOR bears sole responsibility for (i) the accuracy of the premiums, (ii) the impact, if any, on utilization, and (iii) ensuring that the premium charges, if any, applicable to members, are limited to permissible charges under CMS guidelines. Any remedy in law and equity available to Medco under this Agreement, including injunction and indemnification, shall apply in the event of a breach of this provision by SPONSOR.

- 1.2.1 The parties recognize and agree that the provisions of this Section 1 are required to be incorporated into this Agreement by virtue of Medco's application to CMS. To the extent applicable, the parties agree as follows:

- 1.2.1.1 The SPONSOR can subsidize different amounts for different classes of Covered Retirees in the SPONSOR-only group PDP provided such classes are reasonable and based on objective business criteria, such as years of service, date of retirement, business location, job category, and nature of compensation (e.g., salaried versus hourly). Different classes cannot be based on eligibility for the Low Income Subsidy. The parties recognize that SPONSOR does not intend to provide any subsidy.
- 1.2.1.2 The SPONSOR cannot vary the premium subsidy for individuals within a given class of Covered Retirees. The parties recognize that SPONSOR does not intend to provide any subsidy.
- 1.2.1.3 The SPONSOR cannot charge a Covered Retiree for prescription drug coverage provided under the plan more than the sum of his or her monthly beneficiary premium attributable to basic prescription drug coverage and 100% of the monthly beneficiary premium attributable to his or her supplemental prescription drug coverage (if any). The parties recognize that SPONSOR does not intend to provide any subsidy.
- 1.2.1.4 For all Covered Retirees eligible for the Low Income Subsidy, the low income premium subsidy amount will first be used to reduce the portion of the monthly beneficiary premium attributable to basic prescription drug coverage paid by the Covered Retiree, with any remaining portion of the premium subsidy amount then applied toward the portion of the monthly beneficiary premium attributable to basic prescription drug coverage paid by the SPONSOR.
- 1.2.1.5 If the low income premium subsidy amount for which a Covered Retiree is eligible is less than the portion of the monthly beneficiary premium paid by the Covered Retiree, then the SPONSOR should communicate to the Covered Retiree the financial consequences for the beneficiary of enrolling in the SPONSOR-only group PDP as compared to enrolling in another Part D plan with a monthly beneficiary premium equal to or below the low income premium subsidy amount.
- 1.2.1.6 Medco will be solely responsible for communicating and coordinating with CMS. Medco will coordinate with CMS all activities relating to the Enhanced PDP Services including eligibility, premium and subsidy billing, reconciliation, and reporting obligations under the program. Such activities may include but not be limited to:
 - 1.2.1.6.1 Receipt and reconciliation of CMS premiums for the standard benefit, low income subsidy, and low income subsidy payments;
 - 1.2.1.6.2 Government reinsurance for utilization above \$4,700, adjusted annually by CMS, in Covered Retiree TrOOP on an annual basis;
 - 1.2.1.6.3 Low income subsidies on a prospective, monthly basis; and
 - 1.2.1.6.4 Compliance with CMS reporting requirements related to retail pharmacy network access, rebates, utilization management, medication therapy management, TrOOP, clinical program management, claims administration, operational compliance, grievances, and appeals, and other such reports as may be required by CMS.
- 1.2.1.7 SPONSOR must comply with Medco's policies and procedures (including

enrollment and disenrollment); provided however, that, to the extent agreed upon by the parties and consistent with Applicable Law, SPONSOR may apply its own compliant policies (e.g., nonpayment of premium) instead of Medco's, with Medco's prior approval of the policy.

SCHEDULE D
CERTIFICATION OF INFORMATION RELATING TO
LOW INCOME SUBSIDY REQUIREMENT
FOR PART D EMPLOYER GROUP HEALTH PLAN

Pursuant to the contract(s) between the Centers for Medicare & Medicaid Services (“CMS”) and **Medco Containment Insurance Company of New York S5983**, and **Medco Containment Life Insurance Company S5660** (collectively, the “PDP Organization”), governing the operation of the contract between the PDP Organization and City of Bridgeport (“SPONSOR”), the PDP Organization hereby requests from SPONSOR a certification concerning certain low income subsidy payment to the Part D beneficiaries enrolled under the contract with SPONSOR (“Enrollees”).

1. **CMS REQUIREMENT** – Under applicable CMS Part D regulations, 42 CFR 423.800, and guidance as may be amended from time to time, employers and unions such as SPONSOR who enroll groups of beneficiaries into Medicare prescription drug coverage must pass back to each applicable Enrollee any monies received by SPONSOR attributable to such Enrollee qualifying for the low income premium subsidy. PDP Organization will provide SPONSOR a monthly basis an electronic file (“File”) that contains the amount of the adjusted premium that must be invoiced and collected from each Enrollee who qualifies for the low income premium subsidy. The File will indicate the amount of the pass backs. SPONSOR will pass back to each applicable Enrollee any monies received by SPONSOR attributable to such Enrollee qualifying for the low income premium subsidy.
2. **CERTIFICATION** – The File will enable SPONSOR to (i) make applicable payments to designated Enrollees throughout the Plan Year, (ii) issue said payments timely, within the meaning of CMS directive, and (iii) attest to PDP Organization that the payment were made. Timely means no later than within forty-five (45) days of receipt by PDP Organization of the TRR from CMS.
3. **FREQUENCY** – SPONSOR agrees to provide PDP Organization with a substantially similar Certification on the first day of each quarter throughout the Calendar Year. PDP Organization shall retain such Certifications and provide them and/or related documentation upon CMS’ request. SPONSOR agrees to inform PDP Organization immediately in the event payments under this Certification are inaccurate, untimely, or otherwise inconsistent with CMS directives.

In providing said Certification, SPONSOR acknowledges that the information directly affects the calculation of CMS payments to the PDP Organization and/or SPONSOR or additional benefit obligations of the PDP Organization and that misrepresentations to CMS about the accuracy of such information may result in Federal civil action and/or criminal prosecution.

Based on best knowledge, information, and belief, as of the date indicated below, all information submitted to PDP Organization in this report is accurate, complete, and truthful.

Name: _____

Title: _____
on behalf of SPONSOR

Date: _____

SCHEDULE E
EMPLOYER/UNION SPONSORED RETIREE GROUP
WAIVER PLANS (EGWP)
ATTESTATION
CONTRACT NUMBER: S5660 & S5983

_____, 2012

I. PURPOSE

In order to meet CMS' statutory definition of an employer group health plan (and to take advantage of employer-group specific waivers/modifications and ensure enrollments into these types of Medicare Advantage (MA) and Part D plans are valid), the PDP Sponsor or MA organization (MAO) must ensure that they are contracting with an employer, labor organization, or the trustees of a fund established by one or more employers or labor organizations (or combination thereof) that is furnishing benefits to the entity's employees, former employees (or combination thereof) or members or former members (or combination thereof) of the labor organizations. See 42 USC Section 1395w— 27 (j) for MAOs and 42 USC Section 1395w — 132 (b) for PDPs.

The statute and the implementing regulations that apply to PDP sponsors also require that employer group waivers (EGWP) may only be utilized for employment-based retiree coverage (i.e., no active employees may be enrolled in these kinds of employer sponsored group plans when they are deemed active "working aged" in a group with 20 or more employees under Medicare as Secondary Payer laws). The statute and implementing regulations for Part D note that **employer group plans can include ERISA plans, governmental plans, church plans and collectively bargained plans** (not all employer group plans will be governed by ERISA, for example). (See 42 CFR § 423.454, 423.882 and Note* below)

II. ATTESTATION

_____, plan sponsor of the prescription drug plan ("the Plan"), attests to the following:

1. For those employer/union groups for which the Plan will be the entity responsible for providing, or providing access to, beneficiary coverage and/or communications, the Plan hereby represents that it is qualified as an EGWP under the applicable CMS standards described in Section I above.

BY: _____

NAME: _____
Authorized Representative Name (printed)

TITLE: _____

DATE: _____

* NOTE: "The statutory definition [of Group Health Plan], incorporated in the proposed regulations, also specifically includes plans maintained for their employees by the Federal Government, plans maintained by State or local governments, and church plans exempt from Federal taxes, even if they are not subject to ERISA or COBRA requirements. [...]"

“For the purposes of subpart R, the term group health plan will mean plans that meet the definition of group health plan in ERISA Section 607(1), 29 U.S.C. 1167(1), including plans established or maintained for its employees by the Government of the United States, by the government of any State or political subdivision, or by an agency or instrumentality of the foregoing; plans established or maintained under or pursuant to one or more collective bargaining agreements; and plans established or maintained for its employees (or their beneficiaries) by a church or by a convention of churches which is exempt from tax under Section 501 of the Internal Revenue Code. Provided they meet the definition of group health plan in ERISA Section 607(1), those arrangements are treated as group health plans even if the plans are not subject to ERISA or COBRA. [...]”

“[. . .] a participant is presumed to not be a retiree if the person is receiving health coverage based on current employment status as determined under the Medicare Secondary Payer (MSP) rule (§ 411.104 of this chapter) (regardless of whether such rules apply to the sponsor). We believe this approach gives reasonable flexibility to sponsors in terms of defining who is a retiree or dependent for purposes of the subsidy provisions.”

Preamble to Part D regulations, comment on Section 423.882, 70 Fed Reg 4194-01 at 4402-4403 (January 28, 2005).

SCHEDULE F
CERTIFICATION OF INFORMATION RELATING TO CREDITABLE
COVERAGE REQUIREMENT AND LATE ENROLLMENT PENALTY
FOR PART D EMPLOYER GROUP WAIVER PLAN

Pursuant to the contract(s) between the Centers for Medicare & Medicaid Services ("CMS") and Medco Containment Insurance Company of New York S5983, and Medco Containment Life Insurance Company S5660 (collectively, the "PDP Organization"), governing the operation of the contract between the PDP Organization and City of Bridgeport ("SPONSOR"), an Employer Group Waiver Plan (EGWP), the PDP Organization hereby requests from SPONSOR a certification concerning the creditable coverage maintained for the Part D beneficiaries enrolled under the contract with SPONSOR ("Enrollees").

CMS REQUIREMENT - Under applicable CMS Part D regulations, 42 CFR 423, CMS Manual Chapter 4, and related guidance as may be amended from time to time: plans, "using the Batch Eligibility Query (BEQ), [must] determine whether the beneficiary was either enrolled in a Part D plan or was covered by an employer receiving the retiree drug subsidy (RDS) since the IEP end date. If the beneficiary was enrolled in a Part D Plan or by an employer receiving RDS or in an employer-sponsored plan providing coverage at least as good as the standard Medicare part D plan since the end of the IEP, such that there is no gap in creditable coverage of sixty-three (63) or more days, [the plan must] report to CMS that the beneficiary had zero (0) uncovered months." This coverage is deemed to be continuous "creditable coverage."

Under the same guidance, plans may secure an attestation from employers and unions such as SPONSOR, who enroll groups of retirees into Medicare prescription drug coverage. The attestation must provide that employer/SPONSOR has been maintaining continuous creditable coverage for each applicable retiree for the time during which the retiree was enrolled through SPONSOR.

DETERMINATION OF UNCOVERED MONTHS – PDP Organization has identified certain Enrollees who appear to have had a gap(s) in creditable coverage for at least sixty-three (63) days and has determined the number of uncovered months for these Enrollees pursuant to the CMS applicable guidelines. The number of uncovered months is listed below. SPONSOR is requested to (i) verify whether each listed Enrollee had uncovered months or creditable (continuous) coverage during the months indicated in this document and (ii) complete this Attestation by affixing its signature at the bottom of the document.

Attestation

SPONSOR attests by affixing its signature below that all Enrollees submitted by the SPONSOR to Medco for enrollment under an Enhanced Plan were either enrolled under another Prescription Drug Plan or had other creditable coverage as defined by the CMS applicable guidelines prior to their coverage under Enhanced Plan

ACCURACY – In providing said Certification, SPONSOR acknowledges that the information directly affects the calculation of CMS payments to the PDP Organization and/or SPONSOR or additional benefit obligations of the PDP Organization and that misrepresentations to CMS about the accuracy of such information may result in Federal civil action and/or criminal prosecution.

RESPONSIBILITY – SPONSOR will indemnify and hold Medco harmless from claims or causes of action asserted against Medco arising from misrepresentation of information provided in this Attestation by SPONSOR.

APPEAL – Medco shall not be responsible for appealing CMS' determination of Enrollees' creditable coverage status, however, Medco shall honor the final disposition of appeals that are filed by SPONSOR.

AGREEMENT – This Attestation supplements and is made a part of the Agreement in effect between Medco and SPONSOR.

Based on best knowledge, information, and belief, as of the date indicated below, SPONSOR is attesting that all information submitted to PDP Organization in this report is accurate, complete, and truthful.

HICN	Name	Number of Uncovered Months	Uncovered Months	Verify Information By Adding Correct Number Of Uncovered Months (If Applicable)	For Each Enrollee with 0 Uncovered Months, Verify Information by Indicating "Creditable Coverage"
123456789A	John, Sample	6	6/1/2007-12/31/2007		
1234XXXA	John, Sample	6	6/1/2007-12/31/2007		
1234YYYA	John, Sample	6	6/1/2007-12/31/2007		
1234AAAA	John, Sample	6	6/1/2007-12/31/2007		
12345BBBB	John, Sample	6	6/1/2007-12/31/2007		

Name: _____

Title: _____
on behalf of SPONSOR

Date: _____

SCHEDULE G

EGWP COMMERCIAL WRAP

Sponsor will provide its Part D Covered Retirees with self-insured, commercial (non-part D) wrap-around coverage that supplements the Medco EGWP PDP benefit during the Coverage Gap (the "Commercial Wrap"). As part of its Commercial Wrap, Sponsor seeks reimbursement of certain amounts it paid to Medco PDP network pharmacies for prescription drugs dispensed to its Covered Retirees in accordance with the Medicare Coverage Gap Discount Program.

Medco will assist Sponsor with certain services related to offering the Commercial Wrap to Sponsor's Covered Retirees and administering Sponsor's Commercial Wrap consistent with applicable requirements.

4.1 PBM Services

Medco will provide certain PBM Services (including but not limited to, claims processing, member services and grievance & appeals) as necessary to implement the Commercial Wrap in accordance with the terms and conditions set forth in the Integrated Prescription Drug Program Agreement ("PBM Agreement").

4.2 Processing Parameters

4.2.1 Medco will adjudicate Commercial Wrap claims for prescription drug benefits at the point-of-sale ("POS") in accordance with Medco's TelePaid System. At the POS, Medco will coordinate the Commercial Wrap benefit with the Medco EGWP PDP benefit so that Sponsor's Covered Retirees may access their Commercial Wrap benefit in "one transaction" by presenting a single Identification Card to a Medco PDP network pharmacy.

4.2.2 Medco will adjudicate Commercial Wrap claims subject to coverage management and plan rules as agreed to by the parties.

4.2.3 Medco will identify and submit to CMS, or its designee, claims eligible for the Medicare Coverage Gap Discount Program.

4.2.4 Medco will coordinate collection from CMS or its designee any amounts payable under the Medicare Coverage Gap Discount Program and deliver such funds to Sponsor. (CMS has not published the timeline for payment of these funds for 2011. Once the timeline is communicated by CMS, Medco will amend this Exhibit to define the timeframe for payment of these funds to Sponsor.)

4.2.5 Medco will facilitate the necessary reconciliations for Sponsor in the event that CMS or its designee advises Medco of any rejection or denial of any claims under the Coverage Gap Discount Program. Reconciliation will take place on an annual basis.

4.3 Reporting

4.3.1 Medco will provide reporting of amounts billed to and paid by CMS or its designee on behalf of Sponsor on a quarterly basis.