

PROFESSIONAL SERVICES AGREEMENT

Pharmacy Benefits Management Services

BETWEEN



COOK COUNTY GOVERNMENT

AND

CaremarkPCS Health, L.L.C

CONTRACT NO. 1455-13418

PROFESSIONAL SERVICES AGREEMENT

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AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as "County" or "Client" and CaremarkPCS Health, LLC hereinafter referred to as "Consultant" or "Caremark", pursuant to authorization by the Cook County Board of Commissioners on October 8, 2014, as evidenced by Board Authorization letter attached hereto as EXHIBIT "4".

BACKGROUND

The County of Cook took part in a Joint Procurement Request for Proposals "RFP" for Pharmacy Benefits Management Services issued by The Board of Education of the City of Chicago. Proposals were evaluated in accordance with the evaluation criteria published in the RFP. The Consultant was selected based on the proposal submitted and evaluated by the County representatives.

Consultant represents that it has the professional experience and expertise to provide the necessary services and further warrants that it is ready, willing and able to perform in accordance with the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, the County and Consultant agree as follows:

TERMS AND CONDITIONS

ARTICLE 1) INCORPORATION OF BACKGROUND

The Background information set forth above is incorporated by reference as if fully set forth here.

ARTICLE 2) DEFINITIONS

a) Definitions

The following words and phrases have the following meanings for purposes of this Agreement:

"Additional Services" means those services which are within the general scope of Services of this Agreement and available through Consultant (subject to applicable terms and conditions), but beyond the description of services required under Article 3, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Department requires the approval of the Chief Procurement Officer in a written modification to this Agreement before Consultant is obligated to perform those Additional Services and before the County becomes obligated to pay for those Additional Services.

"Agreement" or "Contract" means this Professional Services Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions

made in accordance with its terms.

"Chief Procurement Officer" means the Chief Procurement Officer for the County of Cook and any representative duly authorized in writing to act on his behalf.

"Department" means the Cook County Using Department.

"Services" means, collectively, the services, duties and responsibilities described in this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"Subcontractor" means any person or entity with whom Consultant contracts to provide any part of the Services, including subcontractors and sub consultants of any tier, suppliers and materials providers, whether or not in privity with Consultant.

b) Interpretation

- i) The term "include" (in all its forms) means "include, without limitation" unless the context clearly states otherwise.
- ii) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.
- iii) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.
- iv) Any headings preceding the text of the Articles and Sections of this Agreement, and any table of contents or marginal notes appended to it, are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.
- v) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.
- vi) All references to a number of days mean calendar days, unless expressly indicated otherwise.

c) Incorporation of Exhibits

The following attached Exhibits are made a part of this Agreement:

- Exhibit 1 Scope of Services
- Exhibit 2 Schedule of Compensation
- Exhibit 3 Evidence of Insurance
- Exhibit 4 Board Authorization

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT

a) Scope of Services

Consultant must provide the Services in accordance with the standards of performance set forth in this Agreement. The Services that Consultant must provide include, but are not limited to, those described in Exhibit 1, Scope of Services and Time Limits for Performance, which is attached to this Agreement and incorporated by reference as if fully set forth here.

b) Deliverables

In carrying out its Services, Consultant must prepare or provide to the County various Deliverables. "Deliverables" include work product, such as written reviews, recommendations, reports and analyses, produced by Consultant for the County.

The County may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the County made this Agreement or for which the County intends to use the Deliverables. If the County determines that Consultant has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Consultant of its failure. If Consultant does not correct the failure, if it is possible to do so, within 30 days after receipt of notice from the County specifying the failure, then the County, by written notice, may treat the failure as a default of this Agreement under Article 9.

Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the County. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Consultant of its commitments under this Agreement.

c) Standard of Performance

Consultant must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a consultant performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Consultant acknowledges that it is entrusted with or has access to valuable and confidential information and records of the County and with respect to that information, Consultant agrees to be held to the standard of care of a fiduciary to the extent expressly specified in this Agreement.

Consultant must assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Consultant must provide copies of any such licenses. Consultant remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Consultant or its Subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Department and delivered in a timely manner consistent with the requirements of this Agreement.

If Consultant fails to comply with the foregoing standards, Consultant must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the County does not relieve Consultant of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the County's rights against Consultant either under this Agreement, at law or in equity.

d) **Personnel**

i) **Adequate Staffing**

Consultant must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services. Consultant must include among its staff the Key Personnel and positions as identified below. The level of staffing may be revised from time to time by notice in writing from Consultant to the County and with written consent of the County, which consent the County will not withhold unreasonably. If the County fails to object to the revision within 14 days after receiving the notice, then the revision will be considered accepted by the County.

ii) **Key Personnel**

Except in the case of promotion or termination, Consultant must not reassign or replace Key Personnel without the written consent of the County, which consent the County will not unreasonably withhold. "Key Personnel" means the Account Manager assigned to support the County in connection with Services provided under this Agreement. The Department may at any time in writing notify Consultant that the County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Consultant must immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of Key Personnel is found in Exhibit I, Scope of Services.

iii) **Salaries and Wages**

Consultant and Subcontractors must pay all salaries and wages due all employees performing Services under this Agreement consistent with applicable legal and regulatory requirements.

e) **Minority and Women's Business Enterprises Commitment**

In the performance of this Agreement, including the procurement and lease of materials or equipment, Consultant must reasonably endeavor abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-267 through 272) except to the extent waived by the Compliance Director. Consultant's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement are a part of this

Agreement, in Section 1 of the Economic Disclosure Statement, upon acceptance by the Compliance Director. Consultant must utilize minority and women's business enterprises at the greater of the amounts committed to by the Consultant for this Agreement in accordance with Section I of the Economic Disclosure Statement.

f) Insurance

Consultant must provide and maintain at Consultant's own expense, during the term of this Agreement and any time period following expiration if Consultant is required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverages and requirements specified below, insuring all operations related to this Agreement.

i) Insurance To Be Provided

(1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident or illness.

(2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense and contractual liability (with no limitation endorsement). Cook County is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the Services.

Subcontractors performing Services for Consultant must maintain limits of not less than \$1,000,000 with the same terms in this Section 3.(f)(i)(2).

(3) Professional Liability

When any professional consultants perform Services in connection with this Agreement, Professional Liability Insurance covering acts, errors or omissions must be maintained with limits of not less than \$2,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of Services on this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of 2 years.

Subcontractors performing Services for Consultant must maintain limits of not less than \$1,000,000 with the same terms in this Section 3.(f)(i)(3).

ii) Additional Requirements

(1) Consultant must furnish the County of Cook, Cook County, Office of the Chief Procurement Officer, 118 N. Clark St., Room 1018, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Consultant must submit evidence of insurance on the County Insurance Certificate Form (copy attached as Exhibit 3) or equivalent prior to Agreement award. The receipt of any certificate does not constitute agreement by the County that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the County to obtain certificates or other insurance evidence from Consultant is not a waiver by the County of any requirements for Consultant to obtain and maintain the specified coverages. Consultant must advise all insurers of the provisions in this Agreement regarding insurance. Non-conforming insurance does not relieve Consultant of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and the County retains the right to terminate this Agreement or to suspend this Agreement until proper evidence of insurance is provided.

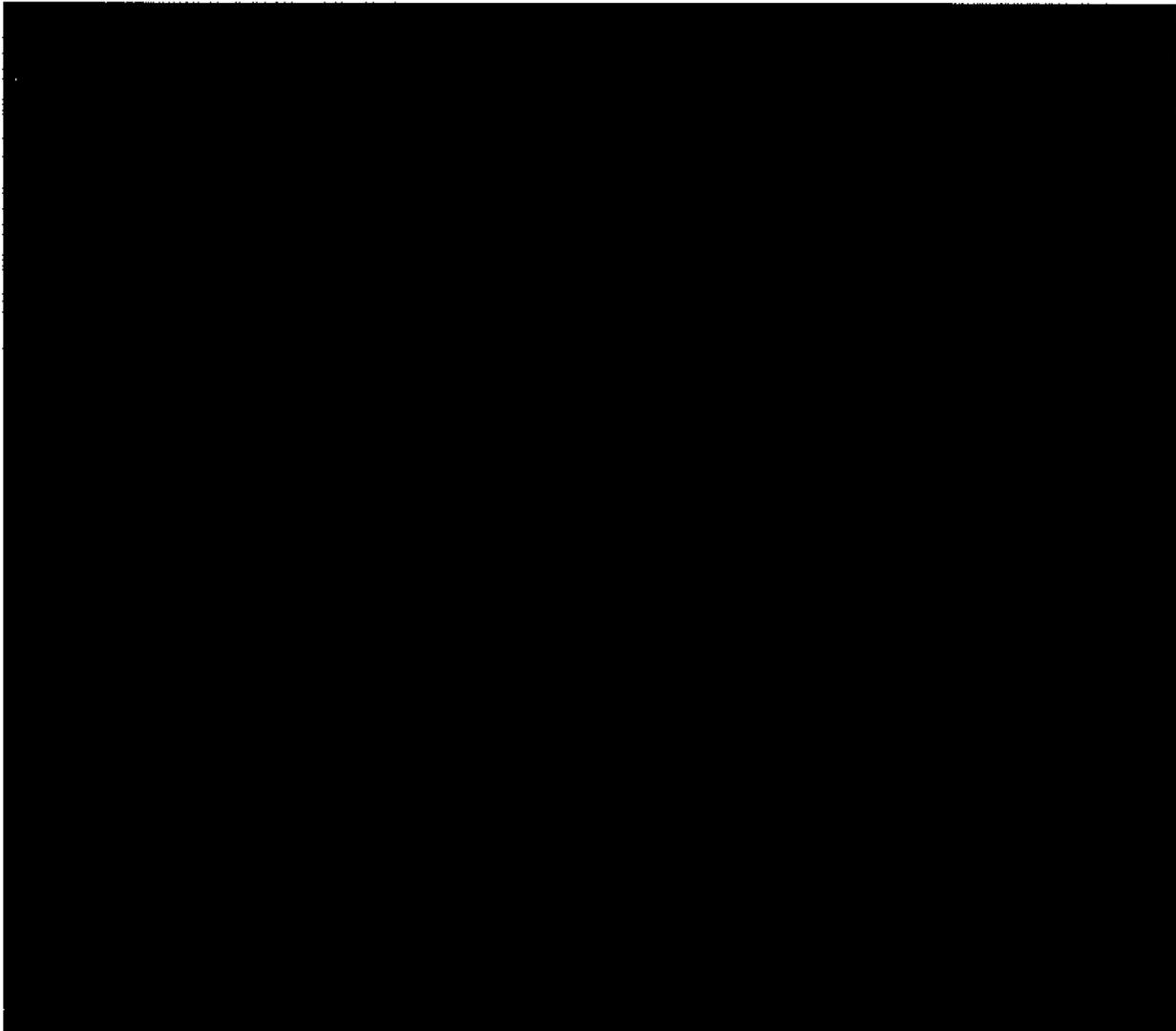
(2) The insurance must provide for 60 days prior written notice to be given to the County in the event coverage is substantially changed, canceled or non-renewed. All deductibles or self-insured retentions on referenced insurance coverages must be borne by Consultant. Consultant agrees that insurers waive their rights of subrogation against the County of Cook, its employees, elected officials, agents or representatives.

(3) The coverages and limits furnished by Consultant in no way limit Consultant's liabilities and responsibilities specified within this Agreement or by law. Any insurance or self-insurance programs maintained by the County of Cook apply in excess of and do not contribute with insurance provided by Consultant under this Agreement.

(4) The required insurance is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

(5) Consultant must require all Subcontractors to provide the insurance required in this Agreement, or Consultant may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Consultant unless otherwise specified in this Agreement. If Consultant or Subcontractor desires additional coverages, the party desiring the additional coverages is responsible for its acquisition and cost.

(6) The County's Risk Management Department maintains the right to modify, delete, alter or change these requirements upon notice and approval of Consultant, which approval will not be unreasonably withheld or delayed. "Risk Management Department" means the Risk Management Office, which is under the direction of the Director of Risk Management and is charged with reviewing and analyzing insurance and related liability matters for the County.



h) Confidentiality and Ownership of Documents

The Parties acknowledge and agree for itself, its employees, Board members, agents, consultants, representatives and contractors, that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of the parties meeting their respective obligations hereunder. Consultant shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party except as provided for in this Agreement and consistent with such laws and regulations. Consultant shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County, which is hereby provided. In the event such approval is given, any such reports published and distributed by Consultant shall be furnished to County without charge, upon

written request of County.

The term "Confidential Information" or "Documents" includes, but is not limited to, this Agreement or any information of either County or Consultant (whether oral, written, electronic, visual or fixed in any tangible medium of expression) relating to either party's services, operations, systems, programs, inventions, techniques, suppliers, customers and prospective customers, contractors, costs and pricing data, trade secrets, know-how, processes, plans, designs and other information of or relating to either party's business. "Confidential Information" does not include PHI, the use and disclosure of which is governed by Section 12 of Exhibit 1 of this Agreement.

The parties will ensure the confidentiality of this Confidential Information received in a manner using at least as great a degree of care as the manner used to maintain the confidentiality of such party's own most confidential information. County and Contractor shall not disclose or make use of any Confidential Information or Documents except as permitted under this Agreement without the prior written consent of the non-disclosing party, which consent may be conditioned upon the execution of a confidentiality agreement. Each party may disclose Confidential Information or Documents of the other party only to its employees, agents, consultants, or authorized representatives who have a need to know the Confidential Information in order to accomplish the purpose of this Agreement and who (i) have been informed of the confidential and proprietary nature of the Confidential Information, and (ii) with respect to agents, consultants or authorized representatives, have agreed in writing not to disclose it to others and to treat it in accordance with the requirements of this Section. County or Consultant, as applicable, shall be responsible to the other party for any breach of this Agreement by its respective employees, agents, consultants, or authorized representatives.

County acknowledges that Consultant asserts the Contract contains trade secrets, confidential, and proprietary information, including but not limited to cost and pricing information and that the Contract is to be afforded protection under applicable federal and state law. County shall immediately notify Consultant of any requests for information made by a third party pursuant to 5 USC §552, applicable state statute or local ordinance. County shall provide Consultant sufficient notice to allow Consultant to seek an appropriate protective order or modification of any disclosure prior to County releasing any Confidential Information pursuant to 5 USC §552, applicable state statute or local ordinance. If a court thereafter determines that the County is legally required to disclose such proprietary information, the County shall disclose the minimum required information pursuant to the court order.

The foregoing shall not apply to such Confidential Information to the extent: (i) the information is or becomes generally available or known to the public through no fault of the receiving party; (ii) the information was already known by or available to the receiving party prior to the disclosure by the other party on a non-confidential basis; (iii) the information is subsequently disclosed to the receiving party by a third party who is not under any obligation of confidentiality to the disclosing party; (iv) the information has already been or is hereafter independently acquired or developed by the receiving party without violating any confidentiality agreement or other similar obligation; or (v) the information is required to be disclosed pursuant to a non-appealable court order. Accordingly, if either party is required to disclose the Confidential Information of the other party as part of a judicial

process, government investigation, legal proceeding, or other similar process, such party, if it is reasonably possible to do so, shall give such prior written notice to the other party to allow the other party to seek an appropriate protective order or modification of any disclosure. If a party is ultimately compelled to make any such disclosure of Confidential Information, the disclosure shall be to the minimum extent required pursuant to the court order or other legal compulsion.

Any unauthorized disclosure or use of Confidential Information would cause Consultant or County immediate and irreparable injury or loss that may not be adequately compensated with money damages. Accordingly, if either party fails to comply with this Section, the other party will be entitled to specific performance including immediate issuance of a temporary restraining order or preliminary injunction enforcing this Agreement, and to judgment for Losses caused by the breach, and to any other remedies provided by law or in equity.

i) Patents, Copyrights and Licenses

If applicable, Consultant shall furnish the Chief Procurement Officer with all licenses required for the County to utilize any software, including firmware or middleware, provided by Consultant as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Consultant shall also furnish a copy of such licenses to the Chief Procurement Officer. Unless otherwise stated in these Contract documents, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Consultant with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Consultant's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; or Consultant shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Contract.

j) Examination of Records and Audits

The Contractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of one (1) years after the final payment under the Contract, have access and the right to examine any documents and information as necessary to demonstrate that Caremark has met its financial and performance obligations under the Agreement. The Contractor shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Parties acknowledges that all documentation provided in connection with any audit under this Section is of a confidential nature and should be treated as such by the Cook County Auditor or any of its duly authorized representatives.

In the event the Consultant receives payment under the Contract, reimbursement for which is later appropriately disallowed by the County, the Consultant shall promptly refund the disallowed amount

to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Consultant under any contract with the County.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Consultant shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives. If Consultant carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Consultant will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.



including County.

For any Claims or Rebate audit discrepancy identified; Consultant shall resolve any Claims issues identified for all applicable Claims.

k) Subcontracting or Assignment of Contract or Contract Funds

Once awarded, the core Services (i.e. Claims processing; pharmacy network administration; Rebate administration; and mail and specialty pharmacy services) under this Contract shall not be subcontracted or assigned, in whole or in part, except to an affiliate of Consultant, without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. In no case, however, shall such approval relieve the Consultant from its obligations or change the terms of the Contract. The Consultant shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Consultant shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Consultant shall identify in writing to the Chief Procurement Officer the names of any and all subcontractors it intends to use in the performance of the core Services under the Contract. The Chief Procurement Officer shall have the right to disapprove any subcontractor. Identification of subcontractors to the Chief Procurement Officer shall be in addition to any communications with County offices other than the Chief Procurement Officer. All subcontractors shall be subject to applicable terms that are materially consistent with this Contract. Consultant shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Consultant will certify to its compliance with this section to the Chief Procurement Officer upon request.

Consultant shall disclose, upon request, the name and business address of each subcontractor, lobbyist, and any other person or entity whom the Consultant has retained to provide core Services connection with this Agreement, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. Consultant is not required to disclose employees who are paid or estimated to be paid. Consultant is not required to disclose employees who are paid solely through Consultant's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: 1) a not-for-profit entity, on an unpaid basis, or (2), himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If Consultant is uncertain whether a disclosure is required under this Section, Consultant must either ask the County, whether disclosure is required or make the disclosure. Consultant shall also disclose its attorneys and accountants upon reasonable request from the County.

The County reserves the right to prohibit any person from entering any County facility for any reason. All contractors and subcontractors of the Consultant shall be accountable to the Chief Procurement Officer or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

ARTICLE 4) TERM OF PERFORMANCE

a) Term of Performance

This Agreement takes effect when approved by the Cook County Board and its term shall begin on December 1, 2014 ("Effective Date") and continue until November 30, 2017 or until this Agreement is terminated in accordance with its terms, whichever occurs first.

b) Timeliness of Performance

i) Consultant must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.a and Exhibit 1. Further, Consultant acknowledges that TIME IS OF THE ESSENCE and that the failure of Consultant to comply with the time limits described in this Section 4.b may result in economic or other losses to the County.

ii) Consultant, Consultant's agents, employees or Subcontractors are not entitled to any damages from the County, for damages, charges or other losses or expenses incurred by Consultant, Consultant's agents, employees or Subcontractors to the extent such damages arise from delays or hindrances in the performance of the Services by any such parties.

c) Termination Rights.

i) Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party in the event of a material breach of this Agreement by the other party (other than a payment default, which is addressed in subsection (iii)), which is not cured within thirty (30) days of notice thereof including, without limitation, any material breach described in Sections 8.5 of Exhibit 1, Article 3 (h) or 13.1 of Exhibit 1.

ii) County may terminate this Agreement upon a material breach by Consultant of Schedule B (Business Associate Obligations) of Exhibit 1 of this Agreement if Consultant does not cure the breach or if a cure is not possible, end the violation, within thirty (30) business days of receipt of written notice by County of such breach.

iii) If County fails to make any payment required under this Agreement and fails to cure such failure within five (5) days of Consultant providing written notice of such default to County, Consultant may immediately terminate this Agreement.

d) Termination for Change in Law.

i) Subject to Sub-Section d(ii), either party may terminate this Agreement upon thirty (30) days prior written notice to the other party if, as a result of any Change in Law, as defined herein, the rights or obligations of the terminating party under this Agreement would be materially adversely affected. For purposes of this Section, the term "Change in Law" means any (i) applicable federal or state law or regulation enacted after the Effective Date, or any change in any existing applicable federal or state law or regulation; (ii) change in judicial or administrative interpretation of any applicable federal or state law or regulation; or (iii) change in the enforcement of any applicable federal or state law or regulation, in each case occurring after the date Consultant begins providing Services or the Effective Date, whichever is earlier.

ii) Prior to any termination pursuant to Sub-Section d(i), the parties agree to use prompt, good faith efforts to renegotiate the terms of this Agreement. If the parties successfully conclude such negotiations prior to the termination date, this Agreement shall not terminate and shall be amended to reflect the negotiated terms. In the event the parties are unable to successfully conclude such negotiations, this Agreement shall terminate as provided above.

iii) State Fiduciary Laws. Consultant shall not be obligated at any time to provide Services to County or, if applicable, Plan Participants if County or, if applicable, Plan Participants are located in a state requiring a prescription benefit manager to be a fiduciary to County or a Plan Participant in any capacity contrary to the terms and conditions specifically identified in this Agreement. In the event any state law or regulation requires Consultant to be a fiduciary to County or a Plan Participant contrary to the terms and conditions identified in this Agreement, Consultant may elect not to provide Services to the impacted Plan Participants upon thirty (30) days prior written notice to County.

c) Remedies.

i) In the event that Consultant terminates this Agreement due to a material breach of this Agreement by County, including without limitation, Sections 8.5 (Non-Interference) of Exhibit 1 (Scope of Services), Article 3 (h) (Confidentiality) and 13.1 (Exclusivity) of Exhibit 1 (Scope of Services), Consultant shall have no further obligation following the date of such material breach to pay County any Rebates, or any other amount that may be payable by Consultant to County.

ii) The exercise by a party of any of its rights under Section e; 7.3 of Exhibit 1; or 7.4 of Exhibit 1 will not preclude such party from seeking any other remedy available under this Agreement or at law or equity.

f) Obligations Upon Termination.

i) Upon termination of this Agreement, Consultant may, at County's request, provide mutually agreed upon post-termination services at Consultant's then prevailing rate.

ii) Except as provided in Sub-Section f(iii) below, upon termination of this Agreement for any reason, Consultant shall, if feasible, return, destroy, or require the destruction of all PHI created or received by Consultant as a business associate of County in connection with this Agreement.

iii) In the event that Consultant determines that returning or destroying the PHI is infeasible, Consultant may retain PHI provided that Consultant shall comply with the provisions set forth in Schedule B of Exhibit 1, the Business Associates.

iv) Upon termination of this Agreement, Consultant will, at County's request, transition Claims files and/or history to County's new prescription benefit manager or any other third party that is scrubbed of Caremark's confidential information.

g) Agreement Extension Option

The Chief Procurement Officer may at any time before this Agreement expires elect to extend this Agreement for up to two (2) additional one-year periods under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Consultant. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 10.c.

ARTICLE 5) COMPENSATION

a) Basis of Payment

The County will pay Consultant according to the invoicing terms set forth in this Agreement, including Exhibit 1 and Schedule of Compensation in the attached Exhibit 2 for the successful completion of services.

b) Method of Payment

All invoices submitted by the Consultant shall be in accordance with the invoicing terms set forth in Exhibit 1, and the cost provisions according to the Schedule of Compensation in the attached Exhibit 2. The invoices shall contain a detailed description of the Deliverables for which payment is requested. All invoices shall reflect the amounts invoiced by and the amounts paid to the Consultant as of the date of the invoice. Consultant shall not be entitled to invoice the County for any late fees or other penalties.

c) Funding

The source of funds for payments under this Agreement is identified in Exhibit 2, Schedule of Compensation. Payments under this Agreement must not exceed the dollar amount shown in Exhibit 2 without a written amendment in accordance with Section 10.c.

d) Non-Appropriation

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the County for payments to be made under this Agreement, then the County will notify Consultant in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for Services completed to the date of notification will be made to Consultant. No payments will be made or due to Consultant and under this Agreement beyond those amounts appropriated and budgeted by the County to fund payments under this Agreement.

e) Taxes

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-05.

f) Price Reduction

If any time during the term of the Agreement, Caremark offers the City of Chicago, Board of Education of the City of Chicago, City Colleges of Chicago, Chicago Transit Authority, Chicago Housing Authority, Cook County or the Chicago Park District (each "Agency" or collectively the "Combined Agencies") lower prices than that charged to another Agency on any materials or services similar in scope, size, contractual requirements and function, any other Agency meeting the requirements for such pricing will be entitled to that price. If at any time after the date of submission of Caremark's proposal, Caremark makes a general price reduction for the whole of its business in the price of any goods and services covered by the Agreement, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Agreement for as long as any such reduction is generally made available. Such price reductions shall be effective at the same time as the reduction in the price to customers generally; however, subject to the execution of a amendment to this Agreement reflecting any such change. The Agencies acknowledge and agree that Caremark has offered optional programs and pricing packages to the Agencies and that this requirement to extend favorable pricing shall compare the standard terms and conditions extended to the City Agencies as a condition of such pricing.

g) Consultant Credits

To the extent the Consultant gives credits toward future purchases of goods or services, financial

incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, such credits belong to the County and not any specific using department. Consultant shall reflect any such credits on its invoices and in the amounts it invoices the County.

ARTICLE 6) DISPUTES

Any dispute arising under the Contract between the County and Consultant shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce her decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The decision of the Chief Procurement Officer will be final; however, subject to Consultant pursuing a claim for damages in a court of competent jurisdiction. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity; however, the decision of the Chief Procurement Officer shall in no way limit a claim for damages by Consultant in a court of competent jurisdiction. County acknowledges that any dispute resolution shall toll any statute of limitations or procedural filing requirements. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer. Notwithstanding a dispute, except in the event of a default in payment by the County, Consultant shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

ARTICLE 7) COMPLIANCE WITH ALL LAWS

The Consultant shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Consultant's employees, agents or subcontractors shall be the responsibility of the Consultant.

The Consultant shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

ARTICLE 8) SPECIAL CONDITIONS

a) Warranties and Representations

In connection with signing and carrying out this Agreement, Consultant:

- i) warrants that Consultant is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Consultant is not appropriately licensed;
- ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Consultant is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- iii) warrants that it will not knowingly use the services of any ineligible consultant or Subcontractor for any purpose in the performance of its Services under this Agreement;
- iv) warrants that Consultant and its Subcontractors are not known to be in default at the time this Agreement is signed, and not know to have been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County;
- v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Consultant warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;
- vi) represents that Consultant and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended; and
- vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.a and 9.c.

b) Ethics

- i) In addition to the foregoing warranties and representations, Consultant warrants:
 - (1) no officer, agent or employee of the County is employed by Consultant or has an impermissible financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics.
 - (2) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime Consultant or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a

subcontract or order.

e) Joint and Several Liability

If Consultant, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then under this Agreement, each and without limitation every obligation or undertaking in this Agreement to be fulfilled or performed by Consultant is the joint and several obligation or undertaking of each such individual or other legal entity.

d) Business Documents

At the request of the County, Consultant must provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable.

e) Conflicts of Interest

i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

ii) Consultant covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.

iii) Upon the request of the County, Consultant must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Consultant is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Consultant's past or present clients. If Consultant becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.

iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

v) The Consultant further covenants that, in the performance of this Agreement, no person

having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.h of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Consultant's Services for others conflict with the Services Consultant is to render for the County under this Agreement, Consultant must terminate such other services immediately upon request of the County.

vi) Furthermore, if any federal funds are to be used to compensate or reimburse Consultant under this Agreement, Consultant represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Consultant must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

f) Limitation of Liability

Consultant and any assignee or Subcontractor of Consultant must not charge any official, employee or agent of the County personally with any liability or expenses of defense or hold any official, employee or agent of the County personally liable to them under any term or provision of this Agreement or because of the County's execution, attempted execution or any breach of this Agreement.

In no event shall either party be liable for any special, consequential, or punitive damages as a result of the performance or any default in the performance of its respective obligations under this Contract. Additionally, Consultant shall be entitled to rely on Medi-Span or any other nationally available reporting services of pharmaceutical prices selected by Consultant to determine the average wholesale price ("AWP" as defined in Section 1 of Exhibit 1) for purposes of establishing the pricing provided to County under this Contract. Consultant shall have no liability to County arising from the use of Medi-Span or any other nationally available reporting services of pharmaceutical prices.

ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET

a) Events of Default Defined

The following constitute events of default:

- i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by a party.
- ii) County's failure to comply with any material obligation of the County under this Agreement, including default in its payment obligations to Consultant.

ii) Consultant's material failure to perform any of its obligations under this Agreement including the following:

(1) Failure due to a reason or circumstances within Consultant's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services:

(2) Failure to perform the Services in a manner reasonably satisfactory to the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors:

(3) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory:

(4) Discontinuance of the Services for reasons within Consultant's reasonable control; and

(5) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.

iii) Any change in ownership or control of Consultant without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.

iv) Consultant's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Consultant acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.

(v) Failure to comply with Article 7 in the performance of the Agreement.

(vi) Consultant's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

b) Remedies

The occurrence of any event of default permits the County, at the County's sole option, to declare Consultant in default. The Chief Procurement Officer may in his sole discretion give Consultant an opportunity to cure the default within a certain period of time, which period of time must not exceed 30 days, unless extended by the Chief Procurement Officer. Whether to declare Consultant in default is within the sole discretion of the Chief Procurement Officer and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement.

The Chief Procurement Officer will give Consultant written notice of the default, either in the form

of a cure notice ("Cure Notice"), or, if no opportunity to cure will be granted, a default notice ("Default Notice"). If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the notice. The Chief Procurement Officer may give a Default Notice if Consultant fails to effect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 9.b and Article 11, Consultant must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the County. After giving a Default Notice, the County may invoke any or all of the following remedies:

- i) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;
- ii) The right of specific performance, an injunction or any other appropriate equitable remedy;
- iii) The right to money damages; and
- vi) The right to consider Consultant non-responsible in future contracts to be awarded by the County.

If the Chief Procurement Officer considers it to be in the County's best interests, he may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the County and that if the County permits Consultant to continue to provide the Services despite one or more events of default, Consultant is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the County waive or relinquish any of its rights.

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the County considers expedient.

e) Early Termination

In addition to termination under Sections 9.a and 9.b of this Agreement, the County may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the County to Consultant. The County will give notice to Consultant in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Consultant or the date stated in the notice, whichever is later. If the County elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process,

must be delivered to the County effective 10 days after the date the notice is considered received as provided under Article 11 of this Agreement (if no date is given) or upon the effective date stated in the notice.

After the notice is received, Consultant must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Article 5, but if any compensation is described or provided for on the basis of a period longer than 10 days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. The County and Consultant must attempt to agree on the amount of compensation to be paid to Consultant, but if not agreed on, the dispute must be settled in accordance with Article 6 of this Agreement. The payment so made to Consultant is in full settlement for all Services satisfactorily performed under this Agreement.

Consultant must include in its contracts with Subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the County arising from termination of subcontracts after the early termination. Consultant will not be entitled to make any early termination claims against the County resulting from any Subcontractor's claims against Consultant or the County to the extent inconsistent with this provision.

If the County's election to terminate this Agreement for default under Articles 9.a and 9.b is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Article 9.c.

Either party may terminate this Contract upon one hundred and eighty (180) days prior written notice to the other party, or such shorter period based on the notice of such change in law provided to the party seeking termination, if as a result of any Change in Law, as defined herein, the rights or obligations of the terminating party under this Contract would be materially adversely affected. For purposes of this Section, the term "Change in Law" means any (i) applicable federal or state law or regulation enacted after the Effective Date, or any change in any existing applicable federal or state law or regulation; (ii) change in judicial or administrative interpretation of any applicable federal or state law or regulation; or (iii) change in the enforcement of any applicable federal or state law or regulation, in each case occurring after the date Consultant begins providing Services or the Effective Date, whichever is earlier. Prior to any termination pursuant to this Section, the parties agree to use prompt, good faith efforts to renegotiate the terms of this Contract. If the parties successfully conclude such negotiations prior to the termination date, this Contract shall not terminate and shall be amended to reflect the negotiated terms. In the event the parties are unable to successfully conclude such negotiations, this Contract shall terminate as provided above.

Further Obligations Upon Termination

Upon termination of this Contract, Consultant will, at County's request:

- i) Provide mutually agreed upon post-termination services at a mutually agreed upon rate.
- ii) If feasible, return, destroy, or require the destruction of all protected health information ("PHI") created or received by Consultant as a Business Associate of County in connection with this Contract. However, in the event that Consultant determines that returning or destroying the PHI is infeasible, Consultant may retain PHI, provided that Consultant shall comply with the provisions in Schedule B, the Business Associates Agreement.
- iii) Transition Claims files and/or history to County's new prescription benefit manager or any other third party that is scrubbed of Consultant's Confidential Information.

d) Suspension

The County may at any time request that Consultant suspend its Services, or any part of them, by giving 15 days prior written notice to Consultant or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Consultant must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Consultant when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Consultant as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 5 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Consultant by written notice may treat the suspension as an early termination of this Agreement under Section 9.c.

e.) Delays

Consultant agrees that no charges or claims for damages shall be made by Consultant for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

f.) Prepaid Fees

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Consultant shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

ARTICLE 10)

GENERAL CONDITIONS

a) Entire Agreement

i) General

This Agreement, and the exhibits attached to it and incorporated in it, constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises or interpretations are implied or impressed upon this Agreement that are not expressly addressed in this Agreement.

ii) No Collateral Agreements

Consultant acknowledges that, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the County, its officials, agents or employees, has induced Consultant to enter into this Agreement or has been relied upon by Consultant, including any with reference to: (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement; (ii) the nature of the Services to be performed; (iii) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement; (iv) the general conditions which may in any way affect this Agreement or its performance; (v) the compensation provisions of this Agreement; or (vi) any other matters, whether similar to or different from those referred to in (i) through (vi) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

iii) No Omissions

Consultant acknowledges that Consultant was given an opportunity to review all documents forming this Agreement before signing this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance. Consultant did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Consultant relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.

b) Counterparts

This Agreement is comprised of several identical counterparts, each to be fully signed by the parties and each to be considered an original having identical legal effect.

c) Modifications and Amendments

Except as otherwise set forth herein, the parties may during the term of the Contract make modifications and amendments to the Contract but only as provided in this section. Such

modifications and amendments shall only be made by mutual agreement in writing. In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond \$150,000, then Board approval will be required.

No County department or employee thereof has authority to make any modifications or amendments to this Contract. Any modifications or amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

Consultant is hereby notified that, except for modifications and amendments which are made in accordance with this GC-10, Modifications and Amendments, no County department or employee thereof has authority to make any modification or amendment to this Contract.

d) Governing Law and Jurisdiction

This Contract shall be governed by and construed under the laws of the State of Illinois. The Consultant irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County, State of Illinois, and the Consultant consents and submits to the jurisdiction thereof. In accordance with these provisions, Consultant waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

e) Severability

If any provision of this Agreement is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

f) Assigns

All of the terms and conditions of this Agreement are binding upon and inure to the benefit of the parties and their respective legal representatives, successors and assigns.

g) Cooperation

Consultant must at all times cooperate fully with the County and act in the County's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Consultant must make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Department in connection with the termination or expiration.

h) Waiver

Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance.

Whenever under this Agreement the County by a proper authority waives Consultant's performance in any respect or waives a requirement or condition to either the County's or Consultant's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the number of times the County may have waived the performance, requirement or condition. Such waivers must be provided to Consultant in writing.

i) Independent Contractor

This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Consultant and the County. The rights and the obligations of the parties are only those expressly set forth in this Agreement. Consultant must perform under this Agreement as an independent contractor and not as a representative, employee, agent, or partner of the County.

This Agreement is between the County and an independent contractor and, if Consultant is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that:

i) The County will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Consultant performing the Services required under this Agreement.

ii) Consultant is not entitled to membership in the County Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the County.

iii) The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Consultant.

j) **Governmental Joint Purchasing Agreement**

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods or services under this contract.

ARTICLE 11) NOTICES

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

If to the County: Cook County Risk Management Department
 118 North Clark Street, Room 1072
 Chicago, Illinois 60602
 Attention: Department Director

and

Cook County Chief Procurement Officer
118 North Clark Street, Room 1018
Chicago, Illinois 60602
(Include County Contract Number on all notices)

If to Consultant: CaremarkPCS Health, L.L.C
 2211 Sanders Road
 Northbrook, IL 60062
 Attention: Vice President, Client Contract Services

Changes in these addresses must be in writing and delivered in accordance with the provisions of this Article 11. Notices delivered by mail are considered received three days after mailing in accordance with this Article 11. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

ARTICLE 12) AUTHORITY

Execution of this Agreement by Consultant is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document, and the signature(s) of each person signing on behalf of Consultant have been made with complete and full authority to commit Consultant to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.

MBE/WBE UTILIZATION PLAN (SECTION 1)

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions.

I. BIDDER/PROPOSER MBE/WBE STATUS: (check the appropriate line)

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification)
- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit - available from the Office of Contract Compliance)
- Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III).

II. Direct Participation of MBE/WBE Firms Indirect Participation of MBE/WBE Firms

Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: Risk Management Solutions

Address: 309 N. Washington St Suite 200 Chicago, IL 60606

E-mail: bjones@rmsca.com

Contact Person: Bennie Jones Phone: 312-960-6200

Dollar Amount Participation: \$ \$17,000.00

Percent Amount of Participation: 3% %

*Letter of Intent attached? Yes No
*Letter of Certification attached? Yes No

MBE/WBE Firm: Consolidated Printing

Address: 5942 N. Northwestern Hwy. Chicago IL, 60631

E-mail: _____

Contact Person: Marilyn Jones Phone: 773-631-2800

Dollar Amount Participation: \$ \$15,000.00

Percent Amount of Participation: 2.5% %

*Letter of Intent attached? Yes No
*Letter of Certification attached? Yes No

Attach additional sheets as needed.

***Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after the Bid Opening date.**

MBE/WBE UTILIZATION PLAN (SECTION 1)

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions.

I. **BIDDER/PROPOSER MBE/WBE STATUS:** (check the appropriate line)

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification)
- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit - available from the Office of Contract Compliance)
- Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III).

II. **Direct Participation of MBE/WBE Firms** **Indirect Participation of MBE/WBE Firms**

Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: South Side Promotions
Address: 380 Dogwood, Park Forest, IL 60466
E-mail: agordillo@comcast.net
Contact Person: Alfredo Gordillo Phone: 708-481-5204
Dollar Amount Participation: \$ \$1500.00
Percent Amount of Participation: 0.01% %

*Letter of Intent attached? Yes No _____
*Letter of Certification attached? Yes No _____

MBE/WBE Firm: _____
Address: _____
E-mail: _____
Contact Person: _____ Phone: _____
Dollar Amount Participation: \$ _____
Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____
*Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

***Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after the Bid Opening date.**

MBE/WBE UTILIZATION PLAN (SECTION 1)

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I. BIDDER/PROPOSER MBE/WBE STATUS: (check the appropriate line)

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification)
- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit - available from the Office of Contract Compliance)
- Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III).

II. Direct Participation of MBE/WBE Firms Indirect Participation of MBE/WBE Firms

Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: Angel Flight Marketing Services
 Address: 679 N Milwaukee Chicago, IL 60642
 E-mail: wmartin@angefly.com
 Contact Person: William Martin Phone: 312-674-7059
 Dollar Amount Participation: \$ \$1,500.00
 Percent Amount of Participation: 0.3% %
 *Letter of Intent attached? Yes No _____
 *Letter of Certification attached? Yes No _____

MBE/WBE Firm: Arem Container & Supply
 Address: 6153 W MULFRD ST
 E-mail: roz@aremcontainer.com
 Contact Person: CRAIG SCHWARTZ Phone: 847-673-6184
 Dollar Amount Participation: \$ \$20,000.00
 Percent Amount of Participation: 3.4% %
 *Letter of Intent attached? Yes No _____
 *Letter of Certification attached? Yes No _____

Attach additional sheets as needed.

***Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after the Bid Opening date.**

MBE/WBE UTILIZATION PLAN (SECTION 1)

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions.

I. BIDDER/PROPOSER MBE/WBE STATUS: (check the appropriate line)

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- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit - available from the Office of Contract Compliance)
- Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III).

II. Direct Participation of MBE/WBE Firms Indirect Participation of MBE/WBE Firms

Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: Computer Resource Solutions

Address: 1 Pierce Place, Itasca, IL 60143

E-mail: mgaines@crscorp.com

Contact Person: Michael Gaines Phone: 630-467-1010

Dollar Amount Participation: \$ 100,000.00

Percent Amount of Participation: 17% %

*Letter of Intent attached? Yes No
*Letter of Certification attached? Yes No

MBE/WBE Firm: Arrow Messenger

Address: 1322 W Walton St, Chicago, IL 60642

E-mail: danielle@arrowmessenger.com

Contact Person: Danielle Matzdorf Phone: 773 489-8007

Dollar Amount Participation: \$ 1,000.00

Percent Amount of Participation: 0.2% %

*Letter of Intent attached? Yes No
*Letter of Certification attached? Yes No

Attach additional sheets as needed.

*Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after the Bid Opening date.

MBE/WBE UTILIZATION PLAN (SECTION 1)

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions.

I. BIDDER/PROPOSER MBE/WBE STATUS: (check the appropriate line)

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification)
- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit - available from the Office of Contract Compliance)
- Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III).

II. Direct Participation of MBE/WBE Firms Indirect Participation of MBE/WBE Firms

Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: Planned Packaging of Illinois

Address: 19558 S. Harlem Ave

E-mail: jason@ppoic.com

Contact Person: Jason Robertson Phone: 708-478-5223

Dollar Amount Participation: \$ 150,000.00

Percent Amount of Participation: 25.5% %

*Letter of Intent attached? Yes No
*Letter of Certification attached? Yes No

MBE/WBE Firm: Systems Unlimited

Address: 1350 W Bryn Mawr Ave. Itasca, IL 60143

E-mail: romuro@systemsunlimitedinc.com

Contact Person: Russell Omuro Phone: 630-285-0011

Dollar Amount Participation: \$ 60,000.00

Percent Amount of Participation: 10.2% %

*Letter of Intent attached? Yes No
*Letter of Certification attached? Yes No

Attach additional sheets as needed.

***Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after the Bid Opening date.**

MBE/WBE UTILIZATION PLAN (SECTION 1)

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions.

I. BIDDER/PROPOSER MBE/WBE STATUS: (check the appropriate line)

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification)
- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit - available from the Office of Contract Compliance)
- Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III).

II. Direct Participation of MBE/WBE Firms Indirect Participation of MBE/WBE Firms

Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: Tenacious Cleaning

Address: 481 Irmen Dr Ste A. Addison, IL 60101

E-mail: tenaciouscs@yahoo.com

Contact Person: Theresa Smith Phone: 630-458-9064

Dollar Amount Participation: \$ 85,000.00

Percent Amount of Participation: 14.4% %

*Letter of Intent attached? Yes No
*Letter of Certification attached? Yes No

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____
*Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

***Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after the Bid Opening date.**

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

MWBE Firm: Angel Flight Marketing Services
Address: 1006 S. Michigan Ave., Suite 608
City/State: Chicago, IL Zip: 60605
Phone: 312-983-1878
Email: gmitchell@angelfly.com

Certifying Agency: CMSDC
Certification Expiration Date: 9/30/2014
FEIN #: 36-3799872
Contact Person: Gabriel Mitchell
Contract #: Pharmacy Benefits Management

Participation: Direct Indirect

Will the MWBE firm be subcontracting any of the performance of this contract to another firm?

No Yes - Please attach explanation: Proposed Subcontractor

The undersigned MWBE is prepared to provide the following Commodities/Services for the above named Project/Contract:

Marketing Communications

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/Services:

0.3%
Net 30

(If more space is needed to fully describe MWBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Seller/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/Supply and Fee/Cost were completed.

Gabriel Mitchell
Signature (MWBE)

Mr. Gabriel Mitchell
Print Name

Angel Flight Marketing Services
Firm Name

10/25/13
Date

Subscribed and sworn before me
this 27 day of October, 2013

Notary Public: [Signature]
SEAL

Raul Suarez-Rodriguez
Signature (Prime Bidder/Proposer)

Raul Suarez-Rodriguez
Print Name

CVS Caremark
Firm Name

10-18-2013
Date

Subscribed and sworn before me
this ___ day of _____, 20__

Notary Public: _____
SEAL



COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: Arem Container & Supply

Certifying Agency: COOK COUNTY

Address: 6153 W. Mulford St.

Certification Expiration Date: 12-21-13

City/State: Niles, IL Zip: 60714

FEIN #: 36-2463434

Phone: 847-673-6184 Fax: _____

Control Person: CRAIG SCHWARTZ

Email: rc@aremcontainer.com

Contact: Pharmacy Benefits Management

Participation: Direct Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

(Yes) Yes - Please attach explanation. Proposed Subcontractor: _____

The undersigned M/WBE is prepared to provide the following Communitas Services for the above named Project Contract:

Facility Management (MFL)

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above described Communitas Services:

3.44 - net - 30

If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets.

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the County's approval and a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not allow their signature on this document until all areas under description of Services, Supply, and Fee/Cost were completed.

Signature (M/WBE)

Print Name

ROSHARNO SELLWATER
AREM CONTAINER & SUPPLY

Date

10/23/13

Raul Suarez-Rodriguez

Signature (Prime Bidder/Proposer)

Raul Suarez-Rodriguez

Print Name

CVS Caremark

Firm Name

10-18-2013

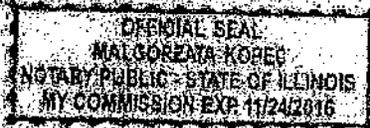
Date

Subscribed and sworn before me

this 25th day of October, 2013

Notary Public: MALGORZATA KOBEC

SEAL



Subscribed and sworn before me

this 25th day of October, 2013

Notary Public: Brandi J. Herb

SEAL

Brandi J. Herb
Notary Public of Rhode Island
My Commission Expires: 3-8-2014

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: Arrow Messenger

Certifying Agency: _____

Address: 1322 W Walton St

Certification Expiration Date: _____

City/State: Chicago, IL Zip 60642

FEIN #: 36-2810588

Phone: 312-489-6688 Fax: _____

Contact Person: PHYLLIS APELBAUM

Email: Danielle@arrowmessenger.com

Contract #: Pharmacy Benefits Management

Participation: Direct Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

No Yes - Please attach explanation. Proposed Subcontractor: _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:
Facility Management (NBT)

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/ Services:

0.2%-Payment Terms- Net 30

(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Barbara Toomey
Signature (M/WBE)

Raul Suarez-Rodriguez
Signature (Prime Bidder/Proposer)

Barbara Toomey

Raul Suarez-Rodriguez

Print Name

Print Name

Arrow Messenger Service, Inc

CVS Caremark

Firm Name

Firm Name

October 25, 2013

10/18/2013

Date

Date

Subscribed and sworn before me

Subscribed and sworn before me

this 25 day of October, 20 13

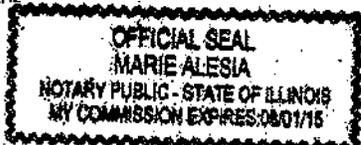
this _____ day of _____, 20 _____

Notary Public *Marie Alesia*

Notary Public _____

SEAL

SEAL



COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

MWBE Firm: Computer Resource Solutions
Address: 1 Pierde Place
City/State: Itasca, IL 60143
Phone: 630-467-1010 Fax: _____
Email: mgaines@crsgrp.com

Certifying Agency: CITY OF CHICAGO
Certification Expiration Date: 12-1-2013
FEIN#: 36-3955274
Contact Person: Michael Gaines
Contract#: Pharmacy Benefits Management

Participation: Direct Indirect

Will the MWBE firm be subcontracting any of the performance of this contract to another firm?

No Yes - Please attach explanation. Proposed subcontractor: _____

The undersigned MWBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

Information Technology

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above described Commodities/Services:

17.0% Payment Terms- Net 30

(If more space is needed to fully describe MWBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Services/Supply and Fee/Cost were completed.

Michael Gaines, Pres.
Signature (MWBE)
Michael Gaines
Print Name
Computer Resource Solutions for
Firm Name CRS Group
10/22/13
Date

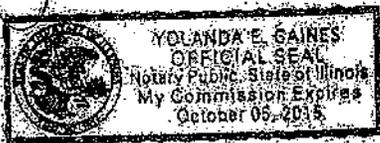
Raul Suarez-Rodriguez
Signature (Prime Bidder/Proposer)
Raul Suarez-Rodriguez
Print Name
CVS Caremark
Firm Name
10/18/2013
Date

Subscribed and sworn before me
this 22 day of October 2013
Notary Public: Brenda J Herb

Subscribed and sworn before me
this 25 day of October 2013
Notary Public: Brenda J Herb

SEAL

SEAL



Brenda J. Herb
Notary Public of Rhode Island
My Commission Expires: 3-8-2014

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

MWBE Firm: Consolidated Printing
Address: 5942 N. Northwestem Hwy
City/State: Chicago, IL Zip: 60631
Phone: 773-531-2800 Fax:
Email: marilyn@consolidatedprinting.net

Certifying Agency: COOK COUNTY
Certification Expiration Date: 9-11-14
FEIN#: 36-3509441
Contact Person: Marilyn Jones
Contact #: Pharmacy Benefits Management

Participation: Direct Indirect

Will the MWBE firm be subcontracting any of the performance of this contract to another firm?

No Yes - Please attach explanation. Proposed Subcontractor:

The undersigned MWBE is prepared to provide the following Commodities/Services for the above named Project/Contract:

Print Services

Indicate the Dollar Amount or Percentage and the Terms of Payment for the above described Commodities/ Services:

2.5% Payment Terms: Net 30

If more space is needed to fully describe MWBE Firm's proposed scope of work and/or payment schedule, attach additional sheets.

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/Supply and Fee/Cost were completed.

Marilyn K Jones
Signature (MWBE)

Signature (MWBE)

Marilyn K Jones
Print Name

Print Name

CONSOLIDATED PRINTING
Firm Name

Firm Name

10/22/13
Date

Date

Raul Suarez Rodriguez
Signature (Prime Bidder/Proposer)

Signature (Prime Bidder/Proposer)

Raul Suarez Rodriguez
Print Name

Print Name

CMS Caremark
Firm Name

Firm Name

10/18/2013
Date

Date

Subscribed and sworn before me

this 22nd day of October, 2013.

Notary Public [Signature]

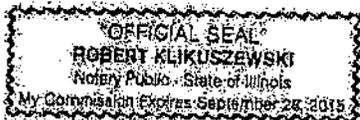
SEAL

Subscribed and sworn before me

this 25th day of October, 2013.

Notary Public [Signature]

SEAL



Brenda J. Herb
Notary Public of Rhode Island
My Commission Expires: 3-8-2014

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: Risk Management Solutions of America, Inc
Address: 309 W Washington St Suite 200
City/State: Chicago, IL Zip: 60606
Phone: 312-960-6200 Fax: 312-960-1920
Email: bjones@rmsoa.com
Certifying Agency: City of Chicago
Certification Expiration Date: 12/1/2017
FEIN #: 36-4077128
Contact Person: Bennie Jones
Contract #: Pharmacy Benefits Management

Participation: [X] Direct [] Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

[X] No [] Yes - Please attach explanation. Proposed Subcontractor:

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

Print Services

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/ Services:

\$17,000.00; Net 30

(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

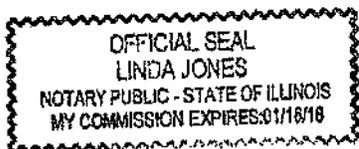
THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Signature (M/WBE) [Handwritten Signature]
Bennie Jones
Print Name
Risk Management Solutions of America Inc
Firm Name
11/10/2014
Date

Raul Suarez-Rodriguez
Signature (Prime Bidder/Proposer)
Raul Suarez-Rodriguez
Print Name
CVS Health
Firm Name
11/10/2014
Date

Subscribed and sworn before me
this 12th day of November 2014
Notary Public [Handwritten Signature]
SEAL

Subscribed and sworn before me
this 12th day of November 2014
Notary Public [Handwritten Signature]
SEAL



Brenda J. Herb
Notary Public of Rhode Island
My Commission Expires: 3-8-2018

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

MWBE Firm: Systems Unlimited Certifying Agency: CMSDP
Address: 1350 W BRYN MAWR AVE Certification Expiration Date: 6/30/2014
City/State: Itasca, IL Zip: 60143 FEIN# 36-3165141
Phone: 630-285-0011 Fax: Contact Person: Russell Omuro
Email: comuro@systemsunlimitedinc.com Contract: Pharmacy Benefits Management

Participation: Direct Indirect

Will the MWBE firm be subcontracting any of the performance of this contract to another firm?

No Yes. Please attach explanation. Proposed Subcontractor: _____

The undersigned MWBE is prepared to provide the following Commodities/Services for the above named Project/Contract:

Facility Management (NBT)

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/Services:

10.2% Payment Terms: Net 30

If more space is needed to fully describe MWBE Firm's proposed scope of work and/or payment schedule, attach additional sheets

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all items under Description of Services/Supply and Fee/Cost were complete.

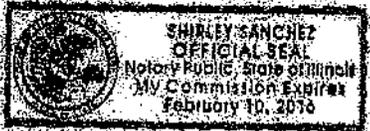
Signature (MWBE): Russell Omuro
Print Name: Systems Unlimited, Inc.
Firm Name: 10/22/13
Date: _____

Signature (Prime Bidder/Proposer): Raul Suarez-Rodriguez
Print Name: Raul Suarez-Rodriguez
Firm Name: EVS Caremark
Date: 10/18/2013

Subscribed and sworn before me
this 23 day of October, 2013

Notary Public: Shirley Sanchez

SEAL



Subscribed and sworn before me
this 18 day of October, 2013

Notary Public: Brenda J. Herb

SEAL

Brenda J. Herb
Notary Public of Rhode Island
My Commission Expires: 3-8-2014

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

MWBE Firm: Tenacious Cleaning Service Certifying Agency: WBENC
Address: 481 Ickman Dr Ste A Certification/Expiration Date: 3-18-14
City/State: Addison, IL 2ip 60101 PEN #: 26-3205451
Phone: 630-458-9664 Fax: _____ Contact Person: Theresa S
Email: tenaciouscs@yahoo.com Contract #: Pharmacy Benefits Management

Participation: Direct Indirect

Will the MWBE firm be subcontracting any of the performance of this contract to another firm?

No Yes - Please attach explanation: _____ Proposed Subcontractor: _____

The undersigned MWBE is prepared to provide the following Commodities/Services for the above named Project/Contract:

Facility Management (MPT)

Indicate the Dollar Amount or Percentage and the Terms of Payment for the above described Commodities/Services:

14.4% Payment Terms: Net 30

(If more space is needed to fully describe MWBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do not certify that they did not affix their signature to this document until all areas under Description of Service/Supply and Fee/Cost were completed.

Theresa Smith
Signature (MWBE)

Raul Suarez-Rodriguez
Signature (Prime Bidder/Proposer)

THERESA SMITH
Print Name

Raul Suarez-Rodriguez
Print Name

TENACIOUS CLEANING SERVICES INC
Firm Name

CVS Caremark
Firm Name

10/25/13
Date

10/18/2013
Date

Subscribed and sworn before me

Subscribed and sworn before me

On 25 day of October, 2013

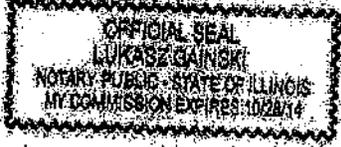
On 25 day of October, 2013

Notary Public: [Signature]

Notary Public: [Signature]

SEAL

SEAL



Brenda J. Herb
Notary Public of Rhode Island
My Commission Expires: 3-8-2014



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

Copy sent via email:
bjones@omega.com

January 2, 2014

Bennis Jones
Risk Management Solutions of America, Inc.
309 W. Washington St.
Suite 200
Chicago, IL 60606

Dear Mr. Jones:

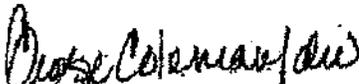
This letter is to inform you that the City of Chicago has extended your status as a **Minority Business Enterprise (MBE)** until **February 28, 2013**. We are providing this extension to allow enough time to provide any additional documentation that your application may be missing and for our office to complete our review of all of the submitted documents.

This extension does not guarantee eligibility in the program but will act as a courtesy extension until we receive all of the required documentation and complete a review of that documentation.

Please present this letter as evidence of your certification to be included with bid document submittals as needed.

If you have any questions, please feel free to call our office at 312-744-1929.

Sincerely,


George W. Coleman, Jr.
Deputy Procurement Officer

GWC/tma



OFFICE OF CONTRACT COMPLIANCE

JACQUELINE GOMEZ

DIRECTOR

118 N. Clark County Building, Room 1020 • Chicago, Illinois 60602 • (312) 603 3922

TONI PRECKWINKLE

CLERK

Cook County Board
of Commissioners

EVERETT D. BROWN
CLERK

ALBERTA B. BROWN
CLERK

JEFFREY W. BROWN
CLERK

STEPHEN J. BROWN
CLERK

KEVIN J. BROWN
CLERK

JOHN A. BROWN
CLERK

ANDREW J. BROWN
CLERK

FREDERICK S. BROWN
CLERK

LESTER H. BROWN
CLERK

BRUCE T. BROWN
CLERK

JOHN J. BROWN
CLERK

PHILIP J. BROWN
CLERK

September 4, 2013

Ms. Marilyn K. Jones, President/Owner
Consolidated Printing Co.
5942 N. Northwest Highway
Chicago, IL 60631

Annual Certification Expires: September 4, 2014

Dear Ms. Jones:

Congratulations on your continued eligibility for Certification as a WBE by Cook County Government. This annual WBE Certification is valid until September 4, 2014.

As a condition of continued Certification during the three (3) year term, you must file a "No Change Affidavit" within sixty (60) business days prior to the date of annual expiration. Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification.

Cook County Government may commence action to remove your firm as a WBE vendor if you fail to notify us of any changes of facts affecting your firm's Certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of your status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in Cook County's Directory of Minority Business Enterprise, Women Business Enterprise and/or Veteran Business Enterprise in the area(s) of specialty:

Printing: Commercial Printing Services

Your firm's participation on Cook County contracts will be credited toward WBE goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your specialty, credit toward WBE goals will be given only for work done in the specialty category.

Thank you for your continued interest in Cook County Government's Minority, Women and Veteran Business Enterprise Programs.

Sincerely,

Jacqueline Gomez
Contract Compliance Director
JG.ek

2015

DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

PK - 1 2015

Ms. Marilyn K. Jones
Consolidated Printing Company, Inc.
5942 North Northwest Highway
Chicago, IL 60631-2664

Dear Ms. Jones:

We are pleased to inform you that Consolidated Printing Company, Inc. has been re-certified as a Woman Business Enterprise ("WBE") by the City of Chicago ("City"). This WBE certification is valid until (five year expiration date 06/30/2015); however your firm's certification must be re-validated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your annual No-Change Affidavit 60 days before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five-year period stated above, you must file an annual No-Change Affidavit. Your firm's annual No-Change Affidavit is due by 06/30/2014. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on 06/30/2015. You have an affirmative duty to file for recertification 60 days prior to the date of the five-year anniversary date. Therefore, you must file for recertification by 04/30/2015.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and/or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

October 2, 2013

Ms. Marilyn K. Jones
Consolidated Printing Company, Inc.
5942 N. Northwest Highway
Chicago, IL 80631

Dear Ms. Jones:

This letter is to inform you that the City of Chicago has extended your status as a Disadvantaged Business Enterprise (DBE) until January 2, 2014. We are providing this extension to allow enough time to provide any additional documentation that your application may be missing and for our office to complete our review of all of the submitted documents.

This extension does not guarantee eligibility in the program but will act as a courtesy extension until we receive all of the required documentation and complete a review of that documentation. Please present this letter as evidence of your certification to be included with bid document submittals as needed.

If you have any questions, please feel free to call our office at 312-744-4900.

Sincerely,


George Coleman
Deputy Procurement Officer

GC/cm

WBENC Women's Business Enterprise
National Council

hereby grants

National Women's Business Enterprise Certification
in
CONSOLIDATED PRINTING CO., INC.

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman owned, operated and controlled and is valid through the date herein.

THIS CERTIFICATION IS VALID ONLY IF IT IS ISSUED BY AN AUTHORIZED WBENC MEMBER ORGANIZATION. SEE WBENC WEBSITE FOR LIST OF MEMBER ORGANIZATIONS.

Expiration Date: 06/30/2014
WBENC National Certificate Number: 210556

[Signature]

WBENC National Council - Chicago

NAICS Codes: 323111, 323120, 541400, 541670, 541860, 541880, 424110, 424120, 541890, 424310

UNSPSC Codes: 73151904, 73151905, 90141505, 92121605, 92121607, 83421500

WBENC
NATIONAL COUNCIL
CHICAGO, ILLINOIS



February 15, 2013

Marilyn Jones
Consolidated Printing Company
5942 N Northwest Hwy
Chicago, IL 60631-2664

Certification Term Expires: June 30, 2013

Dear Business Owner:

Re: FBE Recognition Certification Approval
(WBDC)

Congratulations! After reviewing the information that you supplied, we are pleased to inform you that your firm has been granted certification as a Female Business Enterprise (FBE) under the Business Enterprise Program for Minorities, Females, and Persons with Disabilities.

BEP accepts the Women's Business Development Center's (WBDC) certification regarding your business status. This outside certification is in effect with the State of Illinois as long as it is valid with the WBDC.

At least 60 days prior to the anniversary day of your certification, you will be notified by BEP to update your certification as a condition of continued certification. In addition, should any changes occur in ownership and/or control of the business or other changes affecting the firm's operations, you are required to notify BEP within two weeks. Failure to notify our office of changes will result in decertification of your firm.

Please be advised, while this certification does not guarantee you will receive a State contract, it does assure your firm the opportunity to participate in the State's procurement process. Your firm's participation on State contracts will be credited only toward Female Business Enterprise (FBE) goals in your area(s) of specialty. Your firm's name will appear in the State's Directory as a certified vendor with the Business Enterprise Program (BEP) in the specialty area(s) of:

A COLOR PROCESS-VENDOR ATTACHMENT ONLY
WEB PRINTER - VENDOR ATTACHMENT ONLY
PRINTING, MISC. COMMERCIAL
BUSINESS FORMS
DECALS, LABELS, TAGS AND STICKERS
ENVELOPES, COM/OFFICE-VENDOR ATTACHMENT
ENVELOPES, BLANK AND PRINTED
TICKET, PARKING STICKERS-VENDOR ATTACH-
SPECIALTY PRINTING
PRINTING EQUIPMENT
RUBBER STAMPS
BOOKS AND PERIODICALS

Please visit our website at www.sell2illinois.gov to obtain information about current and upcoming procurement opportunities, contracts, forms, and also to register to receive email alerts when the State is preparing to purchase a product or service you may provide.

CMS

ILLINOIS
DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

Pat Quinn, Governor

January 25, 2011

Marilyn Jones
Consolidated Printing Company
5942 N Northwest Hwy
Chicago, IL 60631-2664

1/27/14

Dear Vendor:

I am writing in response to your submission to renew your status as an Illinois based small business under the Illinois Procurement Code, Section 45-45.

The tax forms that you have submitted for renewal have been approved and your status as a small business has been extended for a three year period. At the end of this three year period you will be notified of the requalification requirements. It is your responsibility to notify this office if your business no longer meets the dollar thresholds to qualify for the program.

Please note that the Small Business Set Aside Program is one that gives preference to small businesses over other businesses. If you accept a contract set aside for small business when you are not eligible, you risk suspension from doing future business with the State for up to five years, and you may be guilty of a Class A misdemeanor.

All bid opportunities (excluding construction) are posted on the IllinoisBID section of Illinois Procurement Bulletin via the internet. You can find the Illinois Procurement Bulletin at <http://www.purchase.state.il.us>. After enrolling your company and users, you will be able to access IllinoisBID to view bid opportunities with the State of Illinois.

If you have any questions, please contact Melissa Bullock, Small Business Coordinator, (217) 785-3901 or email our office at cms.smallbusiness@illinois.gov.

Sincerely,

Mary Przada
Mary Przada
Acting Small Business Specialist





OFFICE OF CONTRACT COMPLIANCE
JACQUELINE GOMEZ
 DIRECTOR
 118 N Clark Street • Chicago, Illinois 60602 • (312) 603-5502

TONI PRECKWINKLE
 PRESIDENT
 Cook County Board
 of Commissioners

EARLEAN COLLINS
 1st District

ROBERT STEELE
 2nd District

JERRY BUTLER
 3rd District

STANLEY MOORE
 4th District

DEBORAH SERMS
 5th District

JOAN PATRICIA MURPHY
 6th District

JESUS G. GARCIA
 7th District

EDWIN REYES
 8th District

PETER N. SILVESTRO
 9th District

BREDGET GAINER
 10th District

JOHN P. DALEY
 11th District

JOHN A. FRITCHEY
 12th District

LARRY SUFFREDIN
 13th District

GREGG GOSLIN
 14th District

TIMOTHY O. SCHNEIDER
 15th District

JEFFREY R. TOBOLSKI
 16th District

ELIZABETH ANN DODDY GORHAM
 17th District

June 18, 2013

Mr. Michael Gains, President
 Computer Resource Solutions, Inc.
 d/b/a CRS Group
 One Pierce Place, Suite 325-W
 Itasca, IL 60143

Dear Mr. Gains,

Cook County Board President Toni Preckwinkle and City of Chicago Mayor Rahm Emanuel have launched a reciprocal Minority and Women Business Enterprise initiative. This initiative will allow your business to be certified by either the County or City, and have that certification apply to both agencies. This combined effort by the County and City will lessen the financial burden and streamline the certification process by providing a "one stop shop" for MBE/WBEs interested in participating in County and City procurement opportunities.

Computer Resource Solutions, Inc. d/b/a CRS Group is currently certified by the City of Chicago as a MBE. Our office has received a No Change affidavit from your company for the same certification status in the same area of expertise.

This letter is to notify you that your designated Host Agency will be the City of Chicago and your MBE certification will be recognized for Cook County contracts, provided that your status with the City of Chicago's M/WBE Program remains in good standing. As such, you will no longer be required to submit your annual No Change Affidavit to Cook County Government. However, if you wish for Cook County to be your designated Host Agency, you must submit a written request stating your preference on company letterhead to paulette.brooks@cookcountyil.gov, no later than 14 days from the date of this letter.

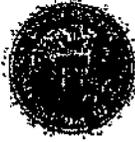
Please note that if you are currently certified with the City of Chicago in a *non-construction* area i.e., professional services or goods, the County Code requires that you do not exceed 1.) the S.B.A. Size Standards and, 2.) Personal Net Worth standards of approximately \$2MM. If you are a non-construction firm and wish to participate as an MBE/WBE in an upcoming County contract, you must submit an affidavit regarding your Size and Personal Net Worth at the time of the bid. You can download the affidavit from www.cookcountyil.gov/contractcompliance.

If you have further questions and/or comments, please contact Paulette Brooks at 312-603-6843.

Sincerely,

Jacqueline Gomez
 Contract Compliance Director

JG/pgb



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

October 25, 2013

Ms. Phyllis Apelbaum
Arrow Messenger Service, Inc.
1322 West Walton Street
Chicago, IL 60642

Dear Ms. Apelbaum:

This letter is to inform you that the city of Chicago has extended your status as a Woman Business Enterprise (WBE) until January 31, 2014. We are providing this extension to allow enough time to provide any additional documentation that your application may be missing and for our office to complete our review of all of the submitted documents.

This extension does not guarantee eligibility in the program but will act as a courtesy extension until we receive all of the required documentation and complete a review of that documentation.

Please present this letter as evidence of your certification to be included with bid document submittals as needed.

If you have any questions, please feel free to call our office at 312-744-4900.

Sincerely,

A handwritten signature in dark ink, appearing to read "George Coleman".

George Coleman
Deputy Procurement Officer

GC/cm



CITY OF CHICAGO DEPARTMENT OF PLANNING AND DEVELOPMENT

PLANNING DEPARTMENT OF ILLINOIS CORPORATION

1111 N. LAKE STREET, CHICAGO, ILLINOIS 60610
TELEPHONE: (312) 744-3300

CLASS:

6/10/78



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

romuro@systemsunlimitedinc.com

January 14, 2014

Russell Omuro
Systems Unlimited, Inc.
1350 West Bryn Mawr
Itasca, IL 60143-1314

Dear Mr. Omuro:

This letter is to inform you that the City of Chicago has extended your status as a **Minority Business Enterprise (MBE)** until **March 31, 2014**. We are providing this extension to allow enough time to provide any additional documentation that your application may be missing and for our office to complete our review of all of the submitted documents.

This extension does not guarantee eligibility in the program but will act as a courtesy extension until we receive all of the required documentation and complete a review of that documentation.

Please present this letter as evidence of your certification to be included with bid document submittals as needed.

If you have any questions, please feel free to call our office at 312-744-1029.

Sincerely,

A handwritten signature in black ink, appearing to read "George Coleman, Jr.", written over a circular stamp.

George Coleman, Jr.
Deputy Procurement Officer

GC/sl



JAN 22 2014

DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

Therese Smith
Tenacious Cleaning Services, Inc.
481-A Imen Drive
Addison, IL 60101

Dear Ms. Smith:

We are pleased to inform you that Tenacious Cleaning Services, Inc. has been recertified as a Women-Owned Business Enterprise ("WBE") by the City of Chicago ("City"). This WBE certification is valid until 10/30/2018; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your annual No-Change Affidavit 60 days before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's annual No-Change Affidavit is due by 10/30/2014, 10/30/2015, 10/30/2016, and 10/30/2017. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on 10/30/2018. You have an affirmative duty to file for recertification 60 days prior to the date of the five year anniversary date. Therefore, you must file for recertification by 08/30/2018.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

121 NORTH LA SALLE STREET, ROOM 800, CHICAGO ILLINOIS 60602

Qa

WBENC Women's Business Enterprise
National Council

hasby grants

National Women's Business Enterprise Certification

is

Tenacious Cleaning Services, Inc.

Who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled and is eligible for certification.

Not a WBE? Get certified through the National Women's Business Enterprise Council - One of the nation's largest business organizations.

[Signature]
National Women's Business Enterprise Council

Attn: Regional Director, 1111 Woodland, S. Santa Ana, CA 92705
www.wbenc.org



Exemption Dates: 03/01/2014
Website: National Certification Number: 20638172681

NAICS Code: 561720, 561740

HSRSC Code: 7810100



**CERTIFICATIONS
(SECTION 4)**

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE UNDERSIGNED IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE UNDERSIGNED THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE UNDERSIGNED IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE UNDERSIGNED SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

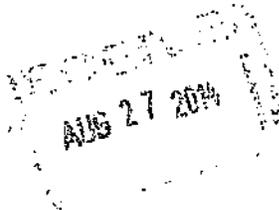
- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through-(6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20 % or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Undersigned has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Undersigned would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE UNDERSIGNED HEREBY CERTIFIES THAT: In accordance with 720 ILCS 5/33 E-11, neither the Undersigned nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.



C. DRUG FREE WORKPLACE ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned will provide a drug free workplace, as required by Public Act 86-1459 (30 ILCS 580/2-11).

D. DELINQUENCY IN PAYMENT OF TAXES

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-129.

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 et seq).

F. ILLINOIS HUMAN RIGHTS ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: It is in compliance with the the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.

G. MACBRIDE PRINCIPLES, CODE CHAPTER 34, SECTION 34-132

If the primary contractor currently conducts business operations in Northern Ireland, or will conduct business during the projected duration of a County contract, the primary contractor shall make all reasonable and good faith efforts to conduct any such business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390.

H. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-127;

The Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is determined from time to time by, and is available from, the Chief Financial Officer of the County.

For purposes of this EDS Section 4, H, "Contract" means any written agreement whereby the County is committed to or does expend funds in connection with the agreement or subcontract thereof. The term "Contract" as used in this EDS, Section 4, I, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United States Internal Revenue Code and recognized under the Illinois State not-for-profit law);
- 2) Community Development Block Grants;
- 3) President's Office of Employment Training;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

123456789
AUG 27 2014

REQUIRED DISCLOSURES
(SECTION 5)

1. DISCLOSURE OF LOBBYIST CONTACTS

List all persons or entities that have made lobbying contacts on your behalf with respect to this contract:

Name Address

None

2. LOCAL BUSINESS PREFERENCE DISCLOSURE; CODE, CHAPTER 34, SECTION 34-151(p);

"Local Business" shall mean a person authorized to transact business in this State and having a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County, including a foreign corporation duly authorized to transact business in this State and which has a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County.

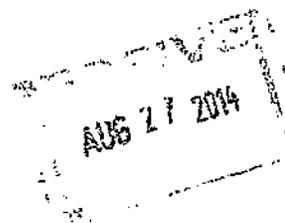
a) Is Bidder a "Local Business" as defined above?

Yes: X _____ No: _____

b) If yes, list business address(es) within Cook County:

2211 Sanders Road

Northbrook, Illinois 60062



c) Does Bidder employ the majority of its regular full-time workforce within Cook County?

Yes: _____ No: X _____

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (PREFERENCE (CODE, CHAPTER 34, SECTION 34-386)

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege. All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS and complete the following, based upon the definitions and other information included in such Affidavit:

 X Applicant has no "Substantial Owner."

All of Applicant's ownership interests are indirectly owned by CVS Caremark Corporation. No person or entity owns more than 5% of the common stock of CVS Caremark Corporation the publicly traded ultimate parent corporation of Caremark.

OR

 The Cook County Affidavit of Child Support Obligations has been completed by all "Substantial Owners" and is attached to this EDS.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Undersigned must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Undersigned in Cook County:

PERMANENT INDEX NUMBER(S): _____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

- b) The Undersigned owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Undersigned is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Undersigned must explain below:

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Undersigned certified to all Certifications and other statements contained in this EDS.

COOK COUNTY AFFIDAVIT OF CHILD SUPPORT OBLIGATIONS

Effective July 1, 1988, every applicant for a County Privilege shall be in full compliance with any Child Support Order before such applicant is entitled to receive a County Privilege. When Delinquent Child Support Exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

"Applicant" means any person or business entity, including all Substantial Owners, seeking issuance of a County Privilege or renewal of an existing County Privilege from the County. This term shall not include any political subdivision of the federal or state government, including units of local government, and not-for-profit organizations.

"County Privilege" means any business license, including but not limited to liquor dealers' licenses, packaged goods licenses, tavern licenses, restaurant licenses, and gun licenses; real property license or lease; permit, including but not limited to building permits, zoning permits or approvals; environmental certificate; County HOME Loan, and contracts exceeding the value of \$10,000.00.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Applicants/Substantial Owners are required to complete this affidavit and comply with the Child Support Enforcement Ordinance before any privilege is granted. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

Privilege Information:

County Privilege: 1455-13418 Pharmacy Benefit Management Services
County Department: _____

Applicant Information:

Last name: _____ First Name: _____ MI: _____
SS# (Last Four Digits): _____
Street Address: _____
City: _____ State: _____ Zip: _____
Home Phone: (____) _____ Drivers License No: _____

Child Support Obligation information:

The Undersigned applicant, being duly sworn on oath or affirmation hereby states that to the best of my knowledge (place an "X" next to "A", "B", "C", or "D").

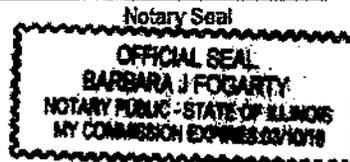
- _____ A. The Applicant has no judicially or administratively ordered child support obligations.
_____ B. The Applicant has an outstanding judicially or administratively ordered obligation, but is paying in accordance with the terms of the order.
X C. The Applicant is delinquent in paying judicially or administratively ordered child support obligations.
_____ D. The Applicant is not a substantial owner as defined above.

The Undersigned applicant understands that failure to disclose any judicially or administratively ordered child support debt owed will be grounds for revoking the privilege.

Signature: [Signature] Date: 09.17.14

Subscribed and sworn to before me this 17th day of SEPTEMBER, 2014

X [Signature]
Notary Public Signature



Not applicable.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. An individual or Legal Entity that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the Applicant or Stock/Beneficial Interest Holder

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name CaremarkPCS Health L.L.C. D/B/A: _____ EIN NO. 75-2882129

Street Address: 2211 Sanders Road

City: Northbrook State: Illinois Zip Code: 60062

Phone No.:

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) Limited Liability Company

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/holder.

Name	Address	Percentage Interest in Applicant/Holder
CVS Caremark Corporation	One CVS Drive Woonsocket, Rhode Island 02895	All of Applicant's ownership interests are indirectly owned by CVS Caremark Corporation.

2. If the interest of any individual or any Entity listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
None	Not applicable	Not applicable

3. Is the Applicant constructively controlled by another person or Legal Entity? Yes No

If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of	Relationship
CVS Caremark Corporation	One CVS Drive Woonsocket, Rhode Island 02895	Beneficial interest All of Applicant's ownership interests are indirectly owned by CVS Caremark Corporation.	Parent Company

Declaration (check the applicable box):

- I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

Name of Authorized Applicant/Holder Representative (please print or type)

Bill Cleburne
Signature

Title

Date

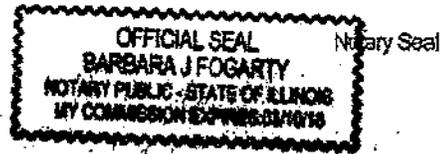
E-mail address

bill@cleburne.com
Subscribed to and sworn before me
this 21st day of August 2014.

Phone Number

My commission expires: 03/10/2018

X Barbara J. Fogarty
Notary Public Signature



OFFICER'S CERTIFICATE

Thomas S. Moffatt, Assistant Secretary of CaremarkPCS, L.L.C., a Delaware limited liability company and sole member of CaremarkPCS Health, L.L.C., a Delaware limited liability company, fka CaremarkPCS Health, L.P. ("Company"), do hereby certify as follows:

Colleen Cleveland is (i) a properly authorized corporate officer of the Company, and (ii) duly authorized to execute and deliver any offers, bids, proposals or contracts for supplying the Company's products or services.

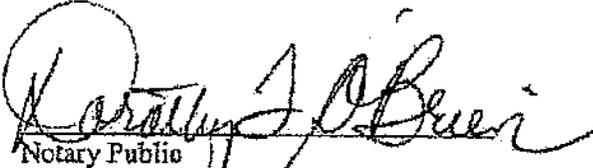
CaremarkPCS Health, L.L.C.
By: CaremarkPCS, L.L.C.
Its Sole Member



Thomas S. Moffatt
Vice President/Assistant Secretary

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

On this 29th day of October, 2010, before me personally appeared Thomas S. Moffatt, know to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.



Notary Public
Dorothy T. O'Brien
Notary Public
State of Rhode Island
My Commission Expires 09/15/2013

ECONOMIC DISCLOSURE STATEMENT
SIGNATURE BY A LIMITED LIABILITY CORPORATION

(SECTION 8)

The Undersigned hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: CanamarkPCS Health, L.L.C.
BUSINESS ADDRESS: 2211 Senders Road, 10th Floor
Northbrook, Illinois 60062
BUSINESS TELEPHONE: (480) 314-6479 FAX NUMBER: (847) 669-1879
CONTACT PERSON: Jim Hogan
FEIN: 75-2382129 CORPORATE FILE NUMBER: 02798409
MANAGING MEMBER: Allison Brown MANAGING MEMBER: _____
*SIGNATURE OF MANAGER: Allison Brown

ATTEST: _____

Subscribed to and sworn before me
this 21 day of November, 2014
x Susan M Melnik



Notary Public Signature

Notary Seal

* If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.
** Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.

CAREMARKPCS HEALTH, L.L.C.

CERTIFICATE OF INCUMBENCY AND AUTHORIZATION

I, Melanie K. Luker, being a duly elected and acting Assistant Secretary of CaremarkPCS Health, L.L.C., a Delaware limited liability company (the "Company") do hereby certify that the individual listed below holds the title set forth opposite her name and that she has been duly authorized to execute and deliver documents on behalf of the Company:

Name:

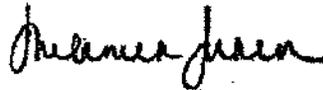
Title:

Allison L. Brown

Vice President

IN WITNESS WHEREOF, the undersigned has executed this certificate on behalf of the Company this 21st day of November, 2014.

CaremarkPCS Health, L.L.C.



By: _____

Melanie K. Luker
Assistant Secretary

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF A DELAWARE LIMITED PARTNERSHIP UNDER THE NAME OF "CAREMARKPCS HEALTH, L.P." TO A DELAWARE LIMITED LIABILITY COMPANY, CHANGING ITS NAME FROM "CAREMARKPCS HEALTH, L.P." TO "CAREMARKPCS HEALTH, L.L.C.", FILED IN THIS OFFICE ON THE TWELFTH DAY OF DECEMBER, A.D. 2008, AT 7:02 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF CONVERSION IS THE FIRST DAY OF JANUARY, A.D. 2009, AT 12:03 O'CLOCK A.M.

3237414 8100V

081192936

You may verify this certificate online
at corp.delaware.gov/authver.shtml



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 7061484

DATE: 01-05-09

STATE OF DELAWARE
CERTIFICATE OF CONVERSION
FROM A LIMITED PARTNERSHIP TO A
LIMITED LIABILITY COMPANY PURSUANT TO
SECTION 18-214 OF THE LIMITED LIABILITY ACT

- 1.) The jurisdiction where the Limited Partnership first formed is Delaware
- 2.) The jurisdiction immediately prior to filing this Certificate is Delaware
- 3.) The date the Limited Partnership first formed is 5/31/2000
- 4.) The name of the Limited Partnership immediately prior to filing this Certificate is CaremarkPCS Health, L.P.
- 5.) The name of the Limited Liability Company as set forth in the Certificate of Formation is CaremarkPCS Health, L.L.C.
- 6.) The effective date and time of conversion is: January 1, 2009 at 12:03 a.m.

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the
10th day of December, A.D., 2008

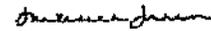
CAREMARKPCS HEALTH SYSTEMS, LLC,
its General Partner

By: AdvancePCS Holding, L.L.C.
its Sole Member

By: CaremarkPCS, L.L.C.
its Sole Member

By: Caremark Rx, L.L.C.
its Sole Member

By: CVS Pharmacy, Inc.
its Sole Member

By: 
Melanie K. Luker, Assistant Secretary

Delaware

PAGE 2

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF CERTIFICATE OF FORMATION OF "CAREMARKPCS HEALTH, L.L.C." FILED IN THIS OFFICE ON THE TWELFTH DAY OF DECEMBER, A.D. 2008, AT 7:02 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF FORMATION IS THE FIRST DAY OF JANUARY, A.D. 2009, AT 12:03 O'CLOCK A.M.

3237414 8100V

081192936



You may verify this certificate online
at corp.delaware.gov/authver.shtml

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 7061484

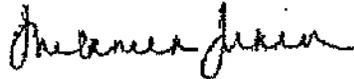
DATE: 01-05-09

**CERTIFICATE OF FORMATION OF
CAREMARKPCS HEALTH, L.L.C.**

THIS CERTIFICATE OF FORMATION OF CAREMARKPCS HEALTH, L.L.C. (the "Company") is dated as of December 10, 2008 and is being executed and filed by Melanie K. Luker, as an authorized person, for the purpose of forming a limited liability company pursuant to the Delaware Limited Liability Company Act (6 Del. C. §§ 18-101 et seq.).

1. Name. The name of the Company is: CaremarkPCS Health, L.L.C.
2. Registered Office. The address of the registered office of the Company in the State of Delaware is: Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801.
3. Registered Agent. The name and address of the registered agent for service of process on the Company in the State of Delaware is: The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801.
4. Effective Date and Time. This Certificate of Formation shall be effective on January 1, 2009 at 12:03 a.m.

IN WITNESS WHEREOF, the undersigned has caused this Certificate of Formation of CaremarkPCS Health, L.L.C. to be duly executed as of the day and year first above written.



Melanie K. Luker
Authorized Person

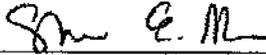
SIGNATURE PAGES

ECONOMIC DISCLOSURE STATEMENT

COOK COUNTY SIGNATURE PAGE

(SECTION 10)

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:



COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 3 DAY OF December 20 14.

IN THE CASE OF A BID PROPOSAL, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID/PROPOSAL AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

1456-13418

OR

ITEM(S), SECTION(S), PART(S): _____

TOTAL AMOUNT OF CONTRACT: \$ 204,727,769.92

(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED AS TO FORM:



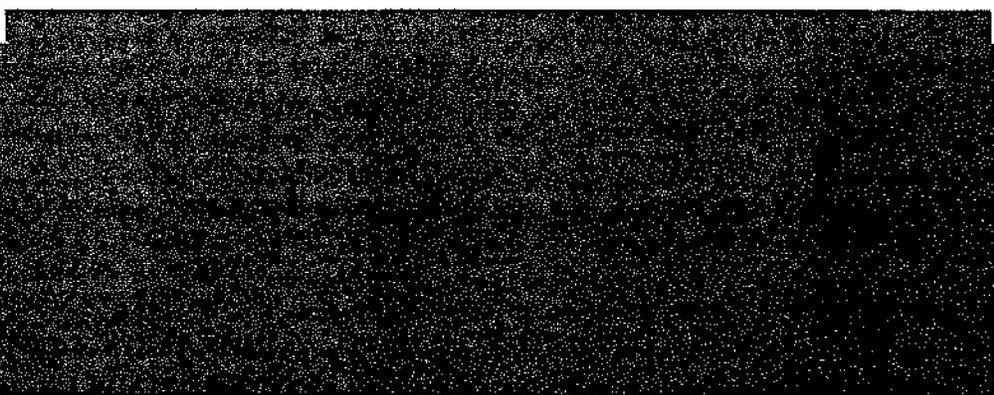
ASSISTANT STATE'S ATTORNEY

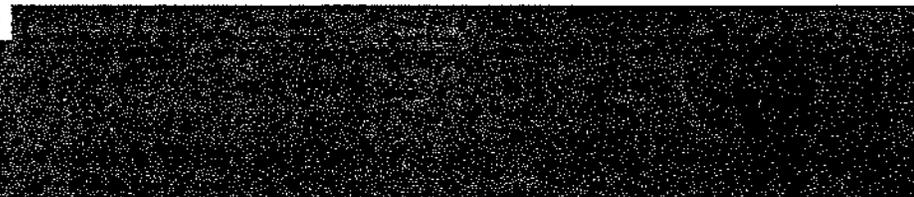
(Required on contracts over \$1,000,000.00)

EXHIBIT 1 - Scope of Services

Client has established a health benefit plan(s) for its Plan Participants and hereby retains Caremark to provide certain prescription benefit management, disease management and specialty pharmacy services with respect to Client's health benefit plan(s). Caremark agrees to provide such services pursuant to the terms and conditions of this Scope of Service and the terms of the Contract.

1. **Definitions.** Capitalized terms shall have the meaning provided in this Section 1.

1.1 "AWP" 

1.2 "Brand Drug" 

1.3 "Claims" means those prescription drug claims processed through Caremark's on-line claims adjudication system or otherwise transmitted or processed in accordance with the terms of this Agreement in connection with Client's Plan.

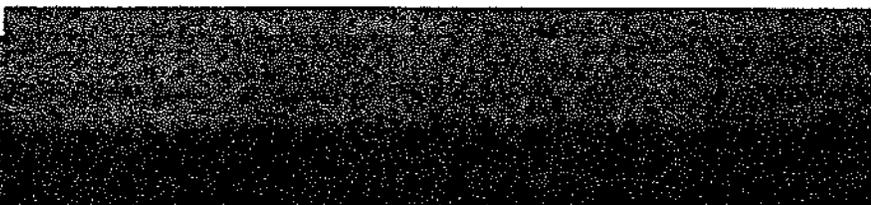
1.4 "Contract Year" means the full twelve (12) month period commencing on the Effective Date and each full consecutive twelve (12) month period thereafter that this Agreement remains in effect.

1.5 "Cost Share" means the amount which a Plan Participant is required to pay for a prescription in accordance with the PDD, which may be a deductible, a percentage of the prescription price, a fixed amount and/or other charge or penalty.

1.6 "Covered Drug" means a drug which, under applicable law, requires a prescription and which is covered under the formulary adopted by the Plan pursuant to Section 2.6 of this Agreement.

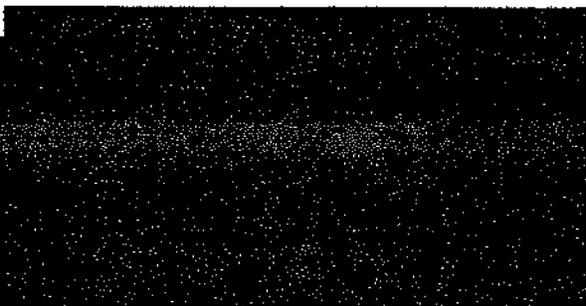
1.7 "Drug Interchange" means any substitution initiated by Caremark of a Covered Drug for a clinically comparable Covered Drug that is not a preferred Brand Drug. Drug Interchange

shall not include any substitution initiated by Caremark that is (i) due to a drug utilization review; (ii) due to Plan Participant safety reasons; (iii) due to market unavailability of the originally prescribed drug; (iv) a substitution of a Generic Drug for a Brand Drug; or (v) due to the originally prescribed drug not being Covered Drug.

1.8 "Generic Drug" 

1.9 "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, as amended, and the regulations promulgated thereunder.

1.10 "Losses" means all claims, liabilities, demands, damages, losses, costs or expenses of any kind, including, without limitation, reasonable attorneys' fees and expenses.

1.11 "Maximum Allowable Cost" or "MAC" 

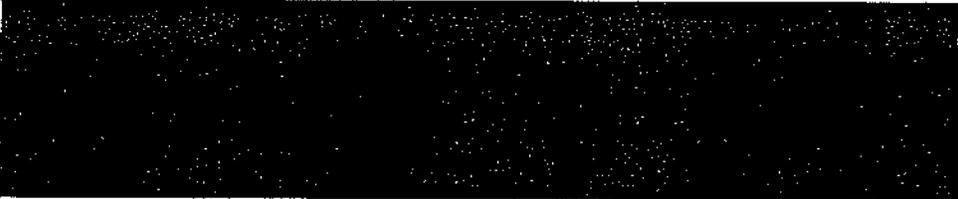
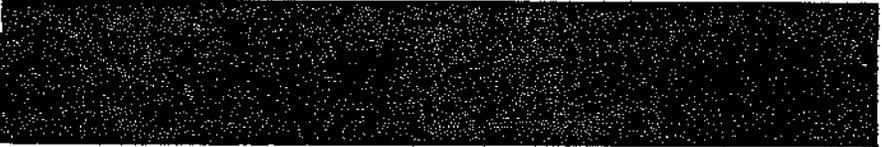
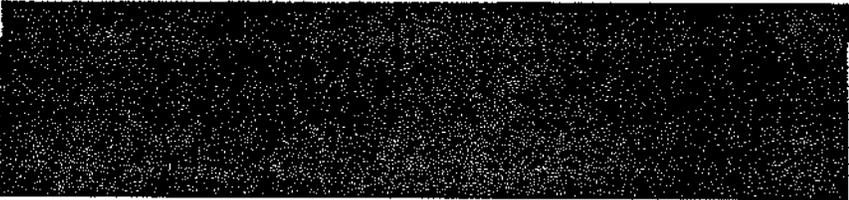
1.12 "Participating Pharmacy" means a retail pharmacy that participates in a retail network established by Caremark.

1.13 "PDL", which is Caremark's formulary and includes the "Performance Drug List" and the "Prescribing Guide", and is a ranking of Covered Drugs into preferred and non-preferred tiers, as created, maintained and amended by Caremark from time to time, which (a) has been approved by Caremark's pharmacy and therapeutics committee and (b) the PDL represents the formulary that Caremark recommends that its client adopt as the Plan formulary.

1.14 "Plan" means the health benefit plan(s) sponsored by Client that includes the prescription drug benefit.

1.15 "PDD" or "Plan Design Document" means various documents or forms, including implementation forms, clinical management forms, clinical utilization or other documents, prepared by Caremark and approved by Client, as may be modified by Client from time to time in accordance with Section 6.3 of this Agreement, which documents detail the relevant

parts of the Plan for prescription drug benefits and clinical programs adopted by Client and which are used by Caremark to provide Services under this Agreement.

- 1.16 "Plan Participant" or "Member" means each individual identified by Client to be eligible for prescription drug benefits under the Plan, as set forth in Client's eligibility file or otherwise communicated by Client in a format acceptable to Caremark.
- 1.17 "PPACA" means the Patient Protection and Affordable Care Act, as amended and the regulations promulgated thereunder.
- 1.18 "Prescriber" means a health care practitioner licensed or authorized by law to issue an order for a prescription drug.
- 1.19 "Prescribing Guide" means the Caremark Prescribing Guide, as modified and published from time to time, which has been approved by Caremark's pharmacy and therapeutics committee.
- 1.20 "Protected Health Information" or "PHI" shall have the meaning given such term by HIPAA, but limited to that information created or received by Caremark in its capacity as a business associate to the Plan.
- 1.21 "Rebates" 
- 1.22 "Services" means the prescription drugs and all related products and services as provided by Caremark pursuant to this Agreement.
- 1.23 "Single-Source" 
- 1.24 "Specialty Drugs" 
- 1.25 "Term" shall mean the time period between the Effective Date and termination of this Agreement, including the Initial Term, as extended by any Renewal Term (as such terms are defined in Article 4(a) and 4(b)).

1.26 "Usual and Customary" or "U&C" [REDACTED]

2. Caremark Services. Caremark shall provide the Services in a manner consistent with the PDD, and the terms of this Agreement, and Client hereby authorizes Caremark to provide the Services in such manner.

2.1 Claims Processing.

(a) On-Line Claims Processing. Caremark will perform Claims processing services for products dispensed by Participating Pharmacies and Caremark's mail and specialty pharmacies. Caremark will perform standard drug utilization services, as described in Section 2.8 of this Agreement, for each Claim submitted by Participating Pharmacies, and Caremark's mail and specialty pharmacies.

(b) Submitted Paper Claims. To the extent authorized by the PDD, Caremark will process Claims submitted by Plan Participants directly to Caremark consistent with Caremark's standard procedures and for the fees set forth in Exhibit 2.

2.2 Mail Service Pharmacy. Caremark's mail service pharmacies shall provide the following products and services:

(a) Dispense new or refill prescriptions following receipt from a Plan Participant and/or Prescriber of (i) a prescription and a completed order or refill order, and (ii) any applicable Cost Share;

(b) Fill prescriptions subject to the professional judgment of the dispensing pharmacist, good pharmacy practices in accordance with local community standards, and product labeling guidelines;

(c) Ship all drugs to Plan Participants via United States postal service or other appropriate carriers consistent with Caremark's standard policies to the address provided by Client and/or the Plan Participant. In the event non-standard shipping is requested by Client and/or Plan Participant, additional charges may apply;

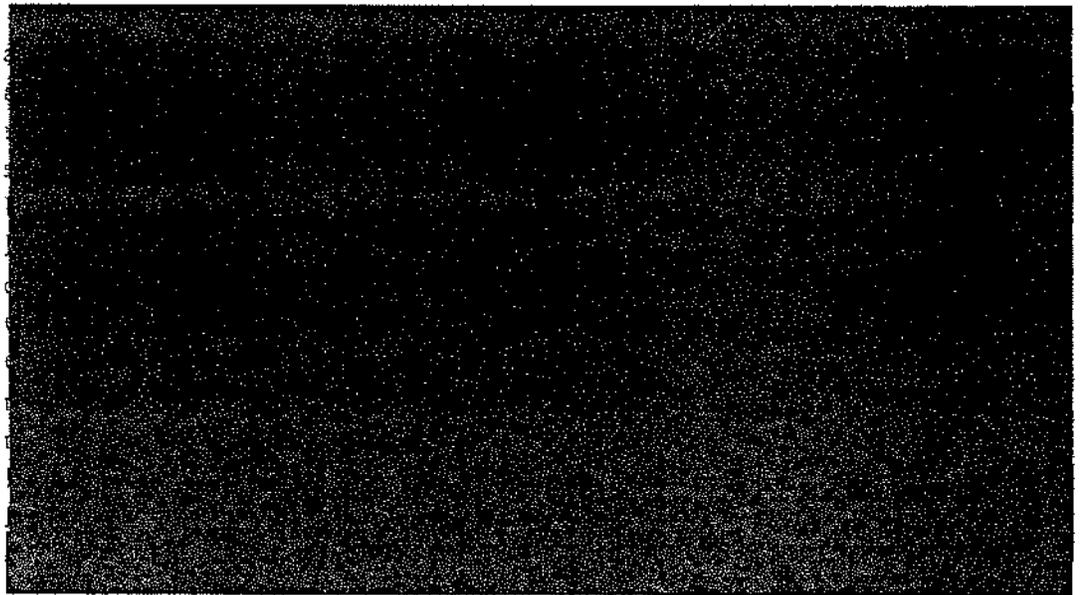
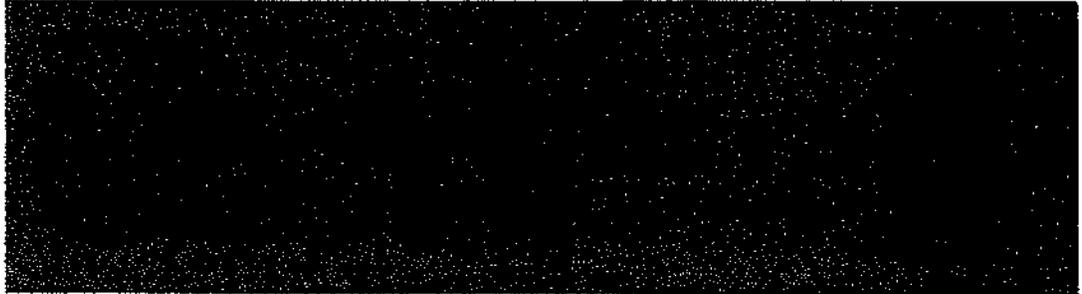
(d) Comply with Caremark's terms and conditions applicable to mail pharmacy services in effect as may be amended from time to time.

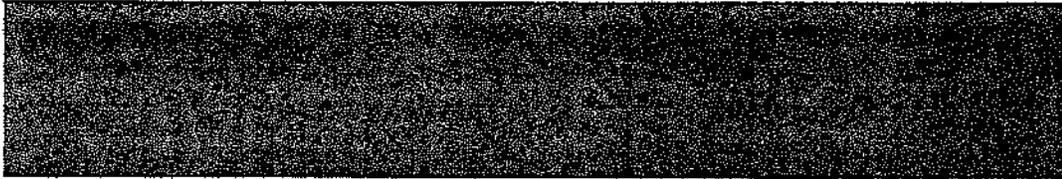
2.3 Retail Pharmacy Network. Caremark contracts with Participating Pharmacies, which are independent contractors, to provide prescription drugs and related products and services with respect to the Plan. Caremark shall:

(a) Require Participating Pharmacies to service Plan Participants during their normal business hours, in all applicable geographic areas;

- (b) Include in its standard retail network agreements that Participating Pharmacies must comply with Caremark's terms and conditions applicable to participation in the retail pharmacy network in effect as may be amended from time to time;
- (c) Provide information to Participating Pharmacies concerning drug interaction, safety edits, and generic substitution and therapeutic intervention programs;
- (d) Direct Participating Pharmacies to collect all applicable Cost Shares or the lesser of Cost Share or U&C from Plan Participants;
- (e) Provide and maintain toll free telephone access for Participating Pharmacies to address Claim submission and clinical drug utilization review issues;
- (f) Maintain a database of Participating Pharmacies so that Plan Participants and Client may locate a Participating Pharmacy using Caremark's Web site;
- (g) Be solely responsible for payment to the Participating Pharmacies for prescriptions dispensed (exclusive of Cost Shares), provided that the foregoing shall not release Client from any payment obligation to Caremark; and

(h)





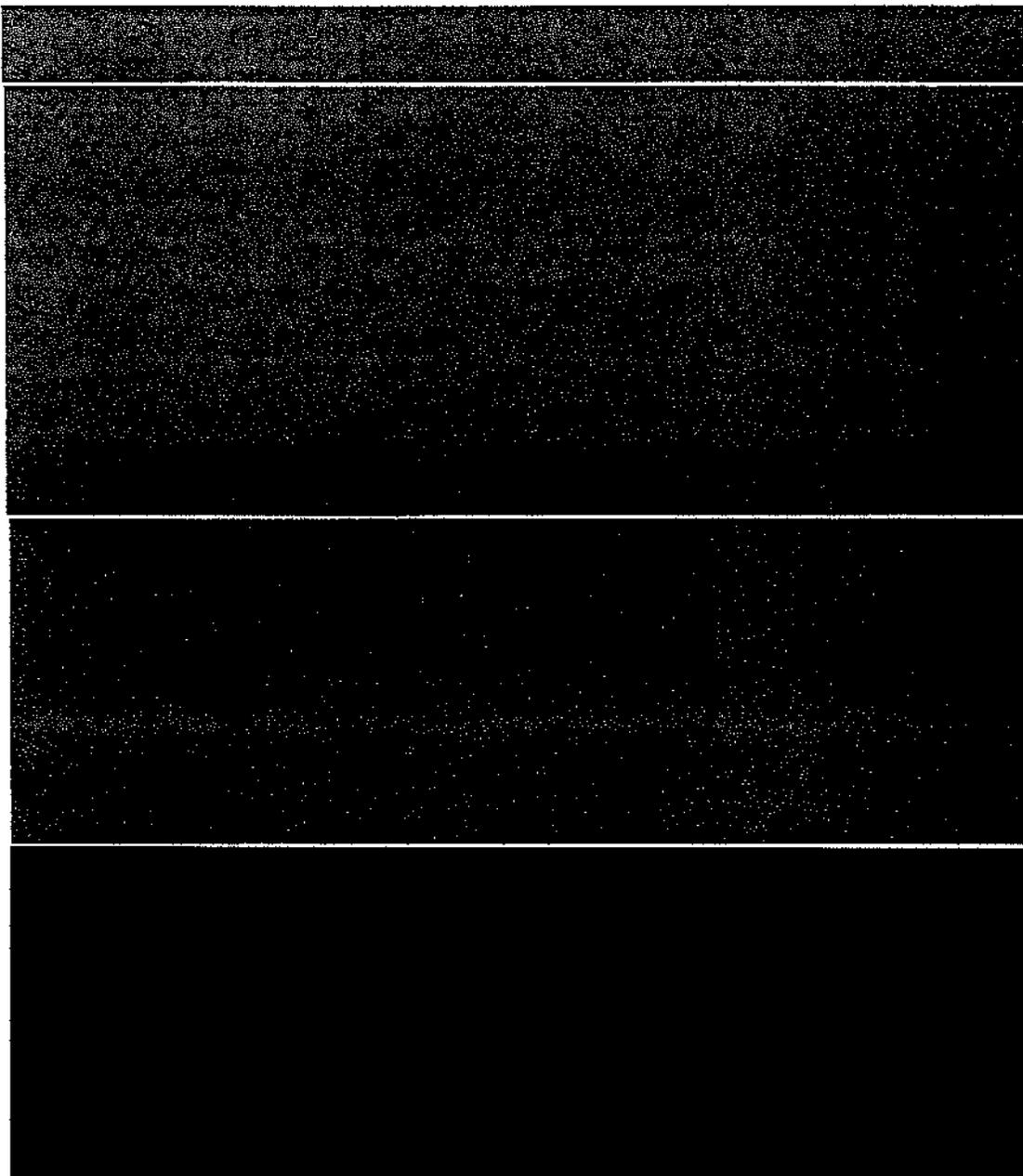
2.4 Implementation.

- (a) In consultation with Client, Caremark shall develop a mutually agreeable implementation project plan prior to the Effective Date, or prior to the implementation of any new group or Plan during the Term.
- (b) Client or Client's designee shall provide to Caremark prior to the Effective Date, or prior to the implementation of any new group or Plan during the Term: (i) the initial eligibility test data and the initial full eligibility data; (ii) the governing Plan documents, a summary plan description, and an executed PDD; and (iii) a refill file (if available) in a format acceptable to Caremark. Any delays by Client or its designee in providing this information may delay the implementation of Services by Caremark. Subject to timely receipt of a refill file or prescription, Caremark will begin filling prescriptions through its mail service pharmacies as of the Effective Date.
- (c) Caremark will make available implementation information to Plan Participants which may include the following materials: (i) introductory cover letter; (ii) standard identification cards for use within the retail network which shall include Caremark's name and toll free number; (iii) a standard client benefit brochure; (iv) mail service order form; (v) paper Claim reimbursement form, if applicable; and (vi) PDL brochure, if applicable. At Client's expense and election, Caremark may prepare envelopes for mailing such information to Plan Participants. Caremark will use Plan Participant address information provided as part of the Eligibility Information submitted in accordance with Section 2.5 of this Exhibit 1.
- (d) Any reprints or customization of any communication materials requested by Client shall be at Client's expense.

2.5 Eligibility Data. Client, or Client's designee, at Client's sole expense, will provide Caremark all information concerning its Plan and Plan Participants needed to perform the Services, including any updates thereto ("Eligibility Information"). This Eligibility Information must be complete and accurate, provided timely, and in a mutually agreeable format and media. Client acknowledges and agrees that Caremark will not use Social Security Numbers on Plan Participants' identification cards and will instead use alternate identification numbers assigned and provided by Client. Client acknowledges that

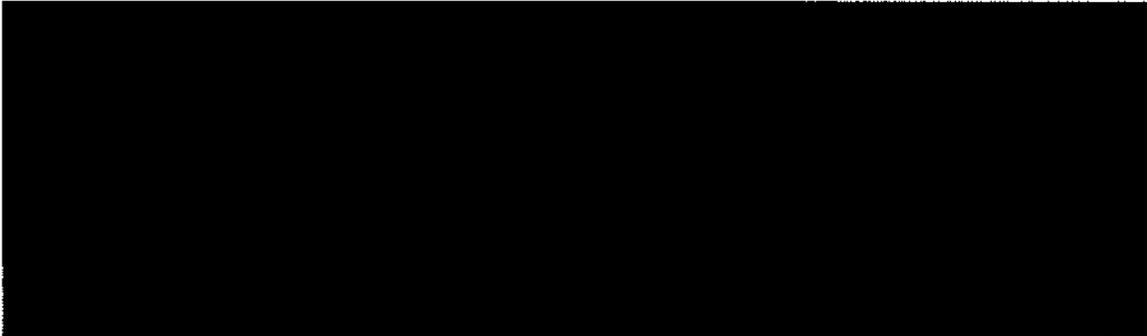
Caremark, Plan Participant's Prescriber or Participating Pharmacy shall be able to rely on the Eligibility Information provided by Client.

2.6 Formulary Management.



(e) Client acknowledges the Prescriber shall have final authority over the drug prescribed to a Plan Participant, regardless of benefit coverage.

2.7



2.8 Drug Utilization Review (“DUR”) Services.

- (a) Caremark will provide its automated concurrent DUR Services including but not limited to: (i) drug to drug interactions; (ii) therapeutic duplications; (iii) known drug sensitivity; (iv) over-utilization; (v) insufficient or excessive drug usage; and (vi) early or late refills.
- (b) Providers are individually responsible for acting or not acting upon information generated and transmitted through the DUR Services, and for performing services in each jurisdiction consistent with the scope of their licenses. The DUR Services are necessarily limited by the amount, type and accuracy of Plan Participant information made available to Caremark.

2.9 Plan Participant Services. Caremark shall operate toll-free customer service lines twenty-four (24) hours a day, seven (7) days a week for the purpose of responding to inquiries from Plan Participants. Caremark shall also provide telephonic emergency pharmacist services twenty-four (24) hours a day, seven (7) days a week.

2.10 Communication Materials. In addition to materials provided under Section 2.4(c) of this Exhibit 1, Caremark shall produce and provide the following communication materials:

- (a) Caremark will provide an Internet Web site where Plan Participants can access information with respect to Plan specific drug information, the PDL, Cost Shares, Participating Pharmacy listings and prescriptions.
- (b) Caremark may provide communications to Plan Participants and/or Client regarding drug recalls or withdrawals. Client acknowledges that it shall look solely to pharmaceutical companies and not to Caremark for any refunds or reimbursements associated with such drug recalls or withdrawals.
- (c) Caremark may also communicate to Plan Participants about health-related products or services that would be offered on behalf of Client through Caremark as a value-added item or service that is not part of the Plan benefit.

- 2.11 **Reports, Claims Data and SSAE 16.** Caremark shall provide reports and detailed Claims data to Client as follows:
- (a) Caremark shall prepare and provide Client with Caremark's standard management and utilization reports.
 - (b) At Client's expense, Caremark may prepare and provide non-standard management and utilization reports and ad hoc reports within an agreed-upon time and format, at Caremark's prevailing rate.
 - (c) With the issuance of each Claims invoice, Caremark shall provide Client with up to two (2) sets of complete Claims data in Caremark's standard format at no additional charge. At Client's expense, request and direction, Caremark may provide detailed electronic Claims files or Claim detail reports to Client's designated third party service provider subject to such third party's execution of Caremark's form confidentiality agreement. Except as otherwise set forth in Section 3(h) of this Agreement, Client shall not release or provide any Claims data including pricing and other Confidential Information, to a third party.
 - (d) If requested, Caremark shall provide Client with a copy of its most recent SSAE 16 (SOC 1) report, or a copy of the successor to such report, in accordance with the terms and conditions of such report.

2.12



- 2.13 **Specialty Pharmacy.** Caremark's specialty pharmacies shall provide specialty pharmacy products and services as follows:
- (a) Dispense new or refill prescription orders for Specialty Drugs upon receipt from a Plan Participant of (i) a prescription and a completed order or refill order form, and (ii) the applicable Cost Share;
 - (b) Fill prescriptions for Specialty Drugs subject to the professional judgment of the dispensing pharmacist, good pharmacy practices in accordance with local community standards, and product labeling and guidelines;
 - (c) Ship Specialty Drugs to Plan Participants via the United States postal service or other appropriate carriers consistent with Caremark's standard policies to the address provided by Client and/or Plan Participant. In the event non-standard shipping is requested by Client and/or Plan Participant, additional charges may apply;

- (d) Bill Client's medical benefits provider when appropriate, and pursuant to instructions from Client's medical benefits provider; and
- (e) Comply with, and include in its standard retail network agreements that any Participating Pharmacy providing Specialty Drugs to Plan Participants must comply with. Caremark's terms and conditions applicable to specialty pharmacy services in effect from time to time.

2.14 **Government Agency Submitted Claims.** Client acknowledges that government agencies, or their agents may seek eligibility or similar data from Caremark regarding Plan Participants. Additionally, government agencies, or their agents, may submit to Caremark claims for reimbursement for prescription drug benefits provided by such government agencies, or their agents, to Plan Participants ("Government Claims"). Client authorizes Caremark to provide such data as requested by government agencies or their agents and further authorizes Caremark to process such Government Claims. Client acknowledges that Caremark may advance payment for Government Claims on behalf of Client. Client will reimburse Caremark, in accordance with Client's payment obligations under this Agreement, for all amounts advanced by Caremark for payment of Government Claims. Client acknowledges that Government Claims submitted by or on behalf of a state Medicaid agency shall be paid if submitted within three (3) years from the original date of fill unless a longer period is required by applicable law. In addition, Government Claims submitted by or on behalf of a state Medicaid agency may not be denied on the basis of the format of the Government Claim or failure to present proper documentation at the point-of-sale. Client shall also reimburse Caremark for any adjustments or reconciliations to previously processed Government Claims that may be payable to government agencies in accordance with applicable laws and regulations. The administrative fee for processing Government Claims will be invoiced at the paper submitted Claim rate stated in Exhibit 2 or as otherwise agreed in writing by Caremark and Client. Caremark reserves the right to (i) terminate these services upon ninety (90) days prior notice to Client, or (ii) to delegate these services to a third party claims processor.

2.15 **Clinical Programs.**

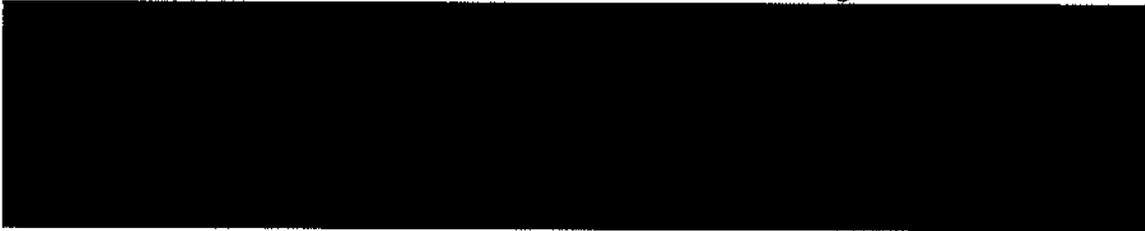
- (a) Caremark shall provide the clinical programs identified in the PDD and elected by Client for the fees set forth in Exhibit 2.
- (b) As identified in the PDD, Client may authorize Caremark to perform services or programs (collectively referred to herein as "Additional Health-Related Services") that including Prescriber education programs, health research, compliance and persistency, and health education or management programs for Plan Participants. If elected by Client, Caremark shall provide such Additional Health-Related Services in accordance with applicable law, including HIPAA. Client and Caremark acknowledge and agree that: (i)

although the Additional Health-Related Services may be of benefit to Client and its Plan Participants. Caremark will not charge Client for the performance of such Additional Health-Related Services; (ii) the performance of such Additional Health-Related Services may utilize PHI; (iii) the performance and scope of such Additional Health-Related Services shall be determined by Caremark, and Caremark shall have no obligation to perform Additional Health-Related Services; and (iv) Caremark may contract with, and pursue and retain for its own account compensation or fees received from, pharmaceutical companies for the funding and provision of such Additional Health-Related Services. Client may discontinue one (1) or more Additional Health-Related Services upon sixty (60) days prior written notice to Caremark and upon an amendment to the PDD.

2.16 **Client Information.** Client acknowledges that Caremark shall not be held responsible for any obligation if Client, or Client's designee, fails to provide Caremark with accurate, timely and complete information as needed to meet such obligation.

2.17 **Client Debit Card Program.** Client hereby authorizes and directs Caremark to disclose data, upon the request of Client, to a third party vendor for the purposes of administering debit card program payments under a flexible spending account or other consumer directed health plan subject to such third party's execution of Caremark's form confidentiality agreement. Caremark may provide such data, as requested by the third party for this purpose, until such time as Client advises Caremark otherwise in writing.

2.18



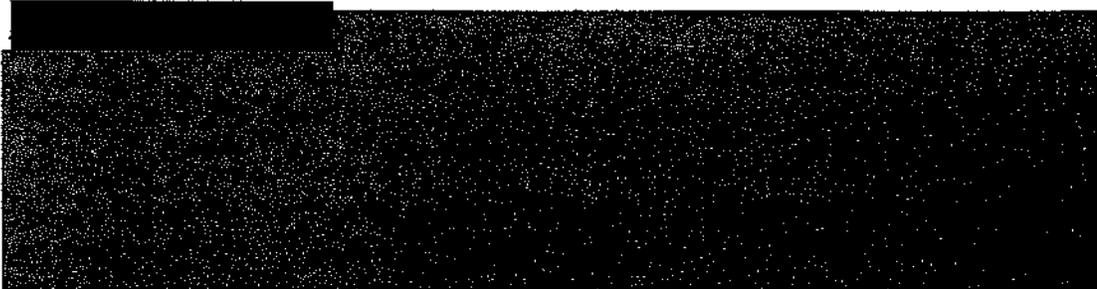
2.19 **Appeals.** Caremark shall conduct appeals for the fees set forth in Exhibit 2 in accordance with the terms and conditions described in Schedule E of this Exhibit 1.

2.20 **ExtraCare Health Discount Card.** Caremark shall provide Plan Participants with an ExtraCare Health discount card ("ExtraCare Card"). The ExtraCare Card provides the ability to earn rewards for purchases at CVS/pharmacy store or online at CVS.com and to receive a 20% discount on all CVS-branded health care-related items at CVS/pharmacy stores; provided that no rewards or discounts are available for the purchase of certain items such as prescription drugs (including Cost Shares).

Client has either mailed or authorized Caremark on its behalf to mail a letter to all Plan Participants reflecting that the ExtraCare Card is being provided as a health plan benefit. Client further acknowledges that it is offering the ExtraCare Card to the Plan Participants as a value-added item or service under HIPAA.

2.21 Accordant Rare Condition Management Services. Client authorizes Caremark to implement the Rare Condition Management Services as detailed in Schedule F of this Exhibit 1.

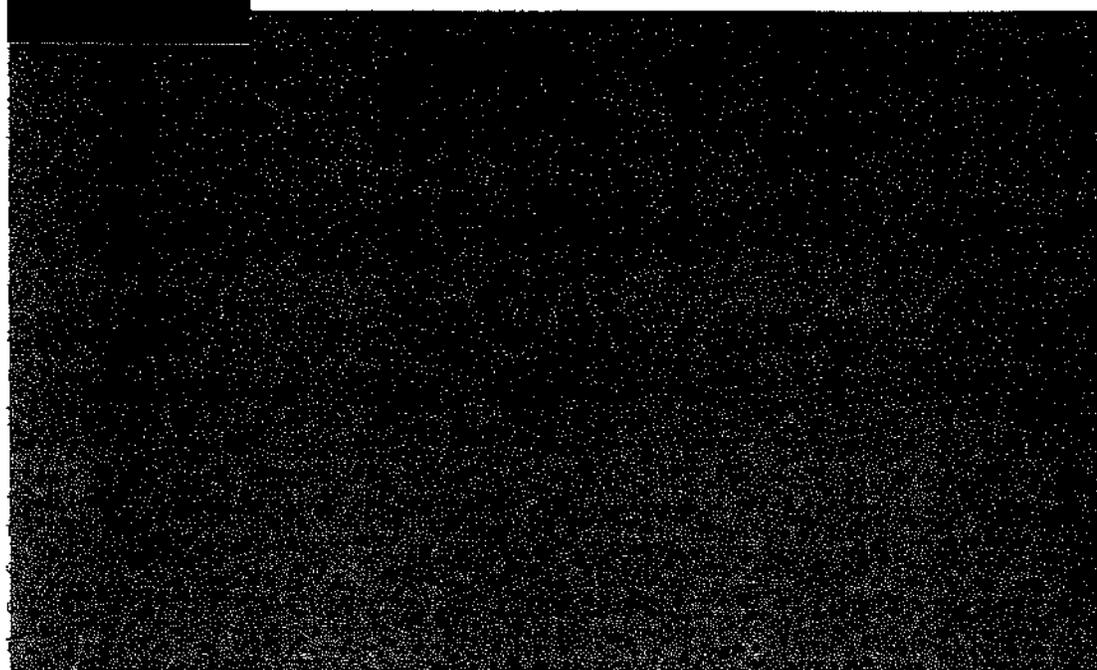
3. Maintenance of Records. Caremark shall maintain records with respect to the processing, payment, and denial of Claims by Caremark and shall retain such records for a period of up to ten (10) years after the transaction occurred or as otherwise required by applicable law.

4. 

5. Reserved

6. Obligations of Client.

6.1 Plan Participant Authorizations. Client represents and warrants that it has obtained from Plan Participants all consents and/or authorizations required, if any, for Caremark to perform the Services and for the use and disclosure of information, including PHI, as permitted under this Agreement.

6.2 

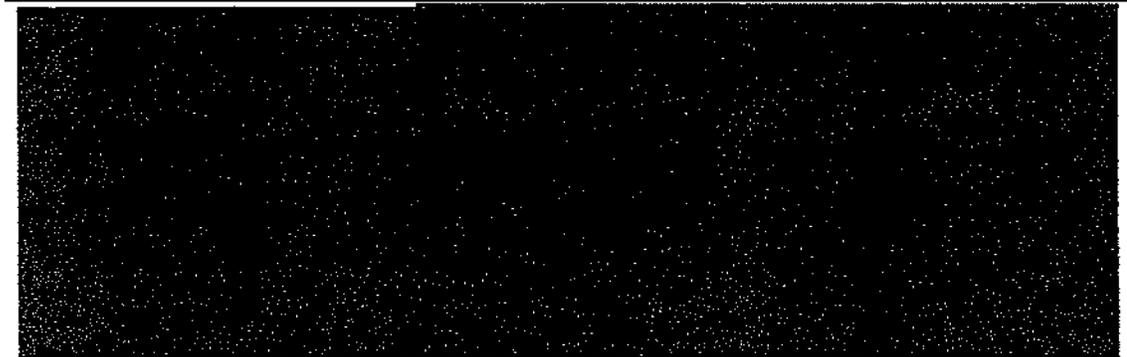
6.3 PDD.

- (a) Client represents and warrants that the PDD accurately reflects the applicable terms of the Plan for purposes of this Agreement.
- (b) Client shall provide Caremark with sixty (60) days prior written notice of any proposed changes to the PDD, or other material Plan amendments that may impact prescription drug coverage under the Plan, which changes shall be consistent with the scope and nature of the Services to be performed by Caremark under this Agreement; provided, however, for changes to the PDD to be implemented between October 15 and January 15, Client shall provide Caremark with ninety (90) days prior written notice. Client agrees that it is responsible for Losses resulting from (i) any failure to implement Plan design changes which are not communicated in a written format acceptable to Caremark, or (ii) Caremark's implementation of Client's verbal or written direction regarding exception or overrides to the PDD. Client shall notify Plan Participants of any Plan design changes prior to the effective date of any such changes as required by PPACA or other applicable law.

6.4



6.5



7. Invoicing and Payment.

7.1



- (a) [REDACTED]
- (b) [REDACTED]

7.2 [REDACTED]

7.3 **Suspension of Performance.** [REDACTED]

Notwithstanding anything in this Section 7.4 of this Exhibit 1 to the contrary, Client acknowledges and agrees that Caremark may immediately suspend performance of Services hereunder if Client is two (2) days in arrears on its payment obligations in the last two (2) months of the Term. Suspension of performance by Caremark shall not constitute termination of this Agreement.

7.4 **Financial Responsibility.** If at any time during this Agreement, Client fails to comply with the payment terms, as set forth in Section 7.2 of this Exhibit 1, on three (3) or more occasions within a four (4) month period, then Caremark may request information, reasonable assurances or both from Client as to Client's financial responsibility (including a deposit in an amount equal to two (2) billing cycles based upon the average of the last three (3) months of billing history). If Caremark requires Client to provide a deposit, Client will

provide such deposit within ten (10) calendar days of Caremark's request. If Client gives Caremark a deposit, Caremark may apply the deposit to past due balances and shall return the remaining deposit, if any, after the termination of this Agreement and the payment of all amounts payable to Caremark hereunder. Any deposit provided by Client shall be paid from the general assets of the Client and not from assets of the Plan.

8. Pharmaceutical Contracts and Rebates.

8.1 Client's Authorization. Client authorizes Caremark to contract with pharmaceutical companies for Rebates as a group purchasing organization for the Plan.

8.2 [REDACTED]

8.3 [REDACTED]

8.4 [REDACTED]



8.5 **Non-Interference.** Client agrees that during the Term of this Agreement, Client will not directly or indirectly negotiate, contract, or agree with any pharmaceutical company, or any other third party, for the purpose of obtaining rebates or other discounts related to the drug utilization of Plan Participants, including, but not limited to the use of over the counter products. Client represents and warrants that, as of the Effective Date, it does not have any direct or indirect agreements, arrangements and/or contracts with any pharmaceutical company or other third party related to any rebates or discounts. Client acknowledges and agrees that a breach of this Section 8.5 shall be deemed a material breach of this Agreement.



9. Reserved

10. Reserved

11. Reserved

12. **Business Associate Relationship.** The parties acknowledge and agree that Caremark is a Business Associate, as defined under HIPAA, of the Plan in connection with the provision of certain Services, and is a health care provider and Covered Entity, and not a Business Associate of Client, under HIPAA in connection with its provision of certain other Services. To the extent Caremark acts as a Business Associate of the Plan, and in accordance with HIPAA, Caremark shall adhere to the applicable requirements established for Business Associates as set forth in Schedule B of this Exhibit 1. In compliance with applicable law, including HIPAA, Caremark may share Plan Participant information, including PHI, as appropriate for the treatment, payment and health care operations of other health care providers (which may or may not be affiliated with Caremark) or plans.

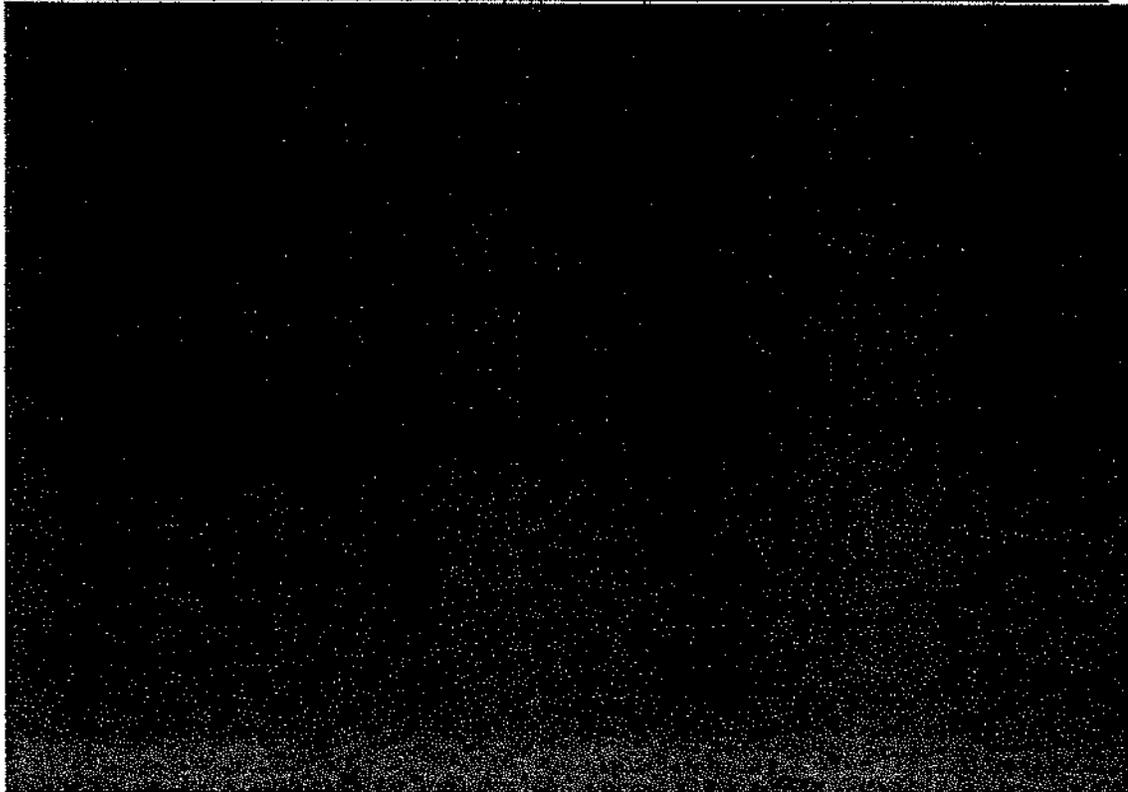
13. **Miscellaneous Provisions.**

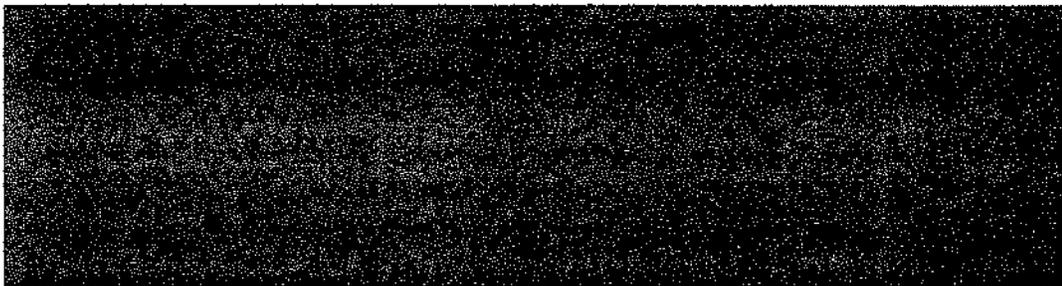
13.1 **Exclusivity.** Caremark shall be the exclusive provider to Client and the Plan of each of the Services described in this Agreement. Notwithstanding the foregoing, this Section shall not be construed to prohibit Client from including pharmacy coverage under a managed care, HMO or similar comprehensive medical/prescription benefit plan. Client acknowledges and agrees that it will not provide, directly or indirectly, or engage any prescription benefit manager or

other third party, to provide to Client or Plan any service that is similar to one of the Services provided by Caremark, including without limitation, retail pharmacy network contracting, pharmacy claims processing, mail and specialty pharmacy services, and formulary and rebate administration services. Client acknowledges and agrees that a breach of this Section 13.1 shall be deemed a material breach of this Agreement and shall entitle Caremark to modify pricing terms pursuant to Section 13.3 of this Agreement.

13.2 Reserved.

13.3





- 13.4 **Force Majeure.** Except for payment obligations, neither party shall be liable for failure or delay of performance arising from an act of God or other events beyond the reasonable control of such party, such as the acts of a regulatory agency, fires, floods, pandemics, explosions, strikes, labor stoppages, and acts of terrorism, war or rebellion.
- 13.5 **Third Party Beneficiary.** This Agreement has been entered into solely for the benefit of Client and Caremark 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, including but not limited to, Participating Pharmacies or Plan Participants.
- 13.6 **Survival.** Any term, which by its nature is intended to survive termination of this Agreement shall survive and remain enforceable by the parties.
- 13.7 **Use of Name.** Each party shall use the other party's name, logo and trademark only in the manner specified by the other party in writing, or as expressly permitted by this Agreement.
14. **Schedules.** The following Schedules are hereby incorporated into and made a part of this Agreement:

<u>Schedules</u>	<u>Description</u>
A	Reserved
B	Business Associate Obligations
C	Audit Procedures
D	Performance Guarantees
E	Appeals
F	Rare Condition Management Services

* * * * *

Schedule A - RESERVED

Schedule B - Business Associate Obligations

Business Associate Provision

To the extent applicable, the Parties desire to meet their respective obligations under the Health Insurance Portability and Accountability Act of 1996, as amended (the "Act"), including the federal privacy regulations (the "Privacy Rule") and security regulations (the "Security Rule") promulgated pursuant to the Act and codified in the Code of Federal Regulations ("C.F.R.") at 45 C.F.R. parts 160 and 164 (collectively, "HIPAA") and the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009, Pub. Law No. 111-5 and its implementing regulations (collectively, "HITECH"). Business Associate agrees that as of the effective date of the privacy provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Caremark shall, to the extent it acts in its capacity as a Business Associate to the Plan, adhere to the following provisions with respect to any Protected Health Information or Electronic Protected Health Information (as defined below).

1. DEFINITIONS

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule, Security Rule, Breach Notification Rule, and Enforcement Rule.

- (a). Breach. "Breach" shall mean the unauthorized acquisition, access, use, or disclosure of Protected Health Information which compromises the security or privacy of such information subject to the exceptions set forth in 45 C.F.R. 164.402.
- (b). Business Associate. "Business Associate" shall generally have the same meaning as the term "Business Associate" at 45 C.F.R. 160.103, and in reference to the party to this agreement, shall mean Caremark.
- (c). Electronic Protected Health Information. "Electronic Protected Health Information" or "E PHI" shall have the same meaning as the term "Electronic Protected Health Information" in 45 C.F.R. 160.103, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of the Plan.
- (d). Individual. "Individual" shall have the same meaning as the term "Individual" in 45 C.F.R. 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. 164.502(g).
- (e). Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164.
- (f). Protected Health Information. "Protected Health Information" or PHI shall have the same meaning as the term "Protected Health Information" in 45 C.F.R. 160.103, limited to the information created, received, maintained, or transmitted by Business

Associate from or on behalf of the Plan.

- (g). Required By Law. "Required By Law" shall have the same meaning as the term "Required By Law" in 45 C.F.R. 164.103.
- (h). Secretary. "Secretary" shall mean the Secretary of the U.S Department of Health and Human Services or his designee.
- (i). Security Rule. "Security Rule" shall mean the Security Standards at 45 C.F.R. parts 160. and 164.
- (j). Unsecured Protected Health Information. "Unsecured Protected Health Information" shall mean Protected Health Information is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified by the Secretary.

2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- (a). For purposes of this Part 2. in accordance with 45 CFR 164.502 (e)(1)(ii) and 164.308(b)(2), Business Associate shall ensure that any obligations set forth herein shall, in all material respects, apply to any of its employees, agents, consultants, contractors or subcontractors or assigns who creates, receives, maintains or transmits the Plan's Protected Health Information, to whom it delegates any function or activity it has undertaken to perform on behalf of Plan.
- (b). Business Associate shall not use or disclose Protected Health Information other than as permitted or required by these Provisions or as Required By Law.
- (c). Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of the Plan as required by the Privacy Rule, Security Rule, and the HITECH Act.
- (d). Business Associate shall report to the Plan any use or disclosure of the Protected Health Information attributed to Business Associate, its employees, agents, consultants, contractors or subcontractors or assigns not provided for by these Provisions of which it becomes aware.
- (e). Business Associate shall, following the discovery of any Breach of unsecured Protected Health Information, notify the Plan without unreasonable delay, and no later than 30 days from the date that the Business Associate discovers the Breach or should have discovered it using reasonable diligence. Such notice shall include the identification of each Individual whose unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such Breach.

- (f). If applicable, Business Associate shall provide access, at the request of the Plan, and in a reasonable time and manner, to Protected Health Information in a Designated Record Set, to the Plan in order to meet the requirements under 45 C.F.R. 164.524. In the event any such request is received by Business Associate from an Individual, then Business Associate will promptly forward the same to the Plan for processing.
- (g). Business Associate shall, when directed by the Plan, make amendment(s) to Protected Health Information in a Designated Record Set in a reasonable time and manner, or take other measures as necessary, as required by 45 C.F.R. 164.526.
- (h). Business Associate shall make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, the Plan available to the Secretary, in a reasonable time and manner or as designated by the Secretary, for purposes of the Secretary determining the Plan's compliance with HIPAA and the HITECH Act.
- (i). Business Associate shall restrict disclosure of an Individual's Protected Health Information as directed by the Plan. To the extent that the Plan honors a request to restrict the use or disclosure of PHI pursuant to 45 C.F.R. 164.522(a), Plan agrees not to provide such PHI to Business Associate unless Plan notifies Business Associate of the restriction and Business Associate advises Plan that it is able to accommodate the restriction. Plan agrees to reimburse Business Associate for any increase in costs required to accommodate such restriction.
- (j). Business Associate shall provide to the Plan when requested for a specific individual, in a reasonable time and manner, an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. 164.528.
- (k). To the extent Business Associate is to carry out one or more of the Plan's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to the Plan in the performance of such obligations.

3. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

3.1 For purposes of this Part 3, Business Associate shall ensure that any of its employees, agents, consultants, contractors or subcontractors or assigns who creates, receives, maintains or transmits the Plan's Protected Health Information shall comply with the Provisions set for herein.

- (a). Except as otherwise limited in these Provisions, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Plan as set forth in these Provisions

- (b). Business Associate may use or disclose Protected Health Information as Required by Law.
- (c). Business Associate agrees to make uses and disclosures and requests for Protected Health Information consistent with the Plan's minimum necessary standard of the HIPAA rule.
- (d). Business Associate may not use or disclose Protected Health Information in a manner that would violate the Privacy Rule if done by the Plan, except for the specific uses and disclosures set forth below in Section 3.2.
- (e). Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. 164.502(j) (1).
- (f). Except as otherwise limited in these Provisions, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- (g). Except as otherwise limited in these Provisions, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (h). Except as otherwise limited in these Provisions, Business Associate may use Protected Health Information to provide Data Aggregation services to the Plan as permitted by 45 C.F.R. 164.504(e)(2)(i)(B).
- (i). Business Associate may also use and disclose PHI: (i) to respond to requests for PHI either accompanied by an authorization that meets the requirements of 45 CFR 164.508 or from a covered entity or health care provider in accordance with 45 CFR 164.506(c); (ii) to de-identify the information or create a limited data set in accordance with 45 CFR §164.514, which de-identified information or limited data set may be used and disclosed by Business Associate as permitted by law, including HIPAA; (iii) to report violations of law to appropriate federal and state authorities, consistent with 45 CFR §164.502(j)(1); and (iv) as authorized in writing by Plan.

3.2 Data Ownership

Business Associate acknowledges and agrees that the Plan owns all right, title, and interest in and to all Protected Health Information of the Plan that Business Associate creates, receives, maintains or transmits and that such all such right, title, and interest is vested in the Plan; nor shall Business Associate nor any of its employees, agents, consultants or assigns have any right, title or interest to any of the Protected Health Information. Except as provided in Section 3.1 (a) – (i), Business Associate shall not use the Protected Health, except as expressly set forth in these Provisions. Business Associate represents, warrants, and covenants that it will not compile and/or distribute analyses to third parties using any Protected Health Information without the Plan's express written consent.

4. OBLIGATIONS OF THE PLAN

4.1 Provisions for the Plan to Inform Business Associate of Privacy Practices and Restrictions

- (a) the Plan shall notify Business Associate itself of any limitation(s) in the Notice of Privacy Practices of the Plan, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information. Notwithstanding the above, Plan acknowledges that Business Associate shall only comply with any such restrictions to the extent required by applicable law or regulation.
- (b) the Plan shall notify Business Associate itself of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- (c) the Plan shall notify Business Associate itself of any restriction on the use or disclosure of Protected Health Information that the Plan has agreed to as provided in 45 C.F.R. 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.
- (d) the Plan shall obtain any consent, authorization or permission that may be required by the Privacy Rule or applicable state law and/or regulations prior to furnishing Business Associate Protected Health Information .

4.2 Permissible Requests by the Plan

the Plan shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the Plan except for uses and disclosures under Section 3.2.

5. EFFECT OF TERMINATION

- (a) Except as provided in paragraph (2) of this Section, upon expiration or termination of this Contract, for any reason, Business Associate shall return or destroy all Protected Health Information received from the Plan, or created, received, or maintained by Business Associate on behalf of the Plan. This Provision shall apply to Protected Health Information that is in the possession of consultants, contractors, subcontractors, employees or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- (b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to the Plan notification of the conditions that make returning or destroying it infeasible. If the Plan agrees that such return or destruction is infeasible, Business Associate shall extend the protections of these Provisions to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.
- (c) The Provisions of this Section 5(c), Effect of Termination, shall survive the expiration or termination of this Contract.

6. MITIGATION

- (a). Mitigation. To the extent known or reasonably foreseeable, Business Associate agrees to use commercially reasonable efforts to mitigate, to the extent practicable, any harmful effect resulting from a use or disclosure of Protected Health Information by Business Associate or its agents in violation of the terms of these Provisions.

7. MISCELLANEOUS

- (a). Regulatory References. A reference in these Provisions to a Section in HIPAA or the HITECH Act means the Section as in effect or as amended.
- (b). Amendment. The Parties agree to meet and confer regarding amendment of these Provisions from time to time as is necessary for either Party or both Parties to comply with the requirements of HIPAA and the HITECH Act. Any amendment, however, must be mutually agreed upon by the Parties in writing. In the event the Parties are, for any reason, unable to agree on an acceptable amendment, either Party may terminate this Contract on written notice to the other Party.
- (c). Interpretation. Any ambiguity in these Provisions shall be resolved to permit the Parties to comply with the HIPAA and the HITECH Act as may be amended from time to time.

- (d) Construction of Terms. The terms of these Provisions shall be construed in light of any applicable interpretation or guidance on HIPAA and/or the HITECH Act issued by HHS or the Office for Civil Rights ("OCR") from time to time.
- (e) No Third Party Beneficiaries. Nothing in these Provisions shall confer upon any person other than the Parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

Schedule C - Audit Procedures

Caremark and Client agree the following guidelines shall apply to any audit described by this Agreement.

1. Audit Notification Letter

A Client request for an audit of Caremark will be directed to the Client's account manager either in writing on Client's letterhead or by e-mail. Audits require sixty (60) days prior written notice.

2. Use of Third Party Auditor

In the event a third party auditor is used, the auditor shall be a mutually acceptable independent third party retained by Client. The third party auditor shall execute a confidentiality agreement with Caremark in a form and substance reasonably acceptable to Caremark prior to conducting an audit. In the event Caremark does not approve of a requested auditor, then Caremark shall provide Client a summary report which reasonably details its position.

3. Teleconference

Upon Caremark's receipt of a request for an audit, Caremark will organize and conduct an initial teleconference between Client and Caremark. This teleconference will address the following:

- Individual audit participants
- Requirement and purpose of an approved confidentiality agreement (for use with outside audit firms or other Client representatives, as applicable)
- Onsite requirements
- Mutually established timelines
- Claims tape needs and audit costs as applicable
- Prescription copies: timelines, availability and cost
- Guidelines for acceptable verification of audit questions

- Caremark's right to respond within a reasonable time after questions arise and before audit results are disseminated by the auditor to Client
- Audit process confirmation letter
- Other appropriate issues

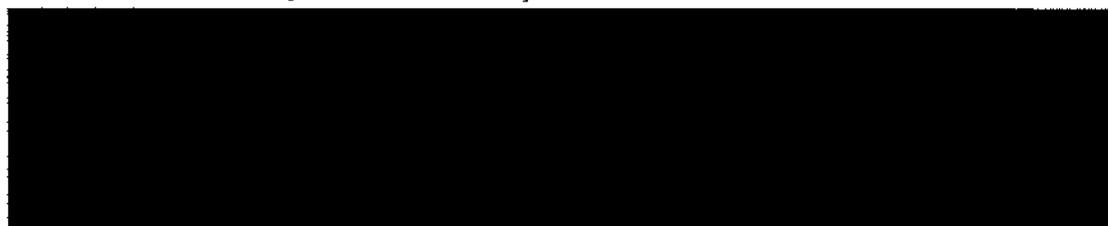
4.



5. **Response to Sampling Questions**

The Client can submit to Caremark questions related to provided Claim samples. Answers to sampling questions are provided promptly, but normally no later than within two (2) weeks after the questions have been presented.

6.



7. **Audit Report**

In the event of an audit by a third party, the third party auditor or Client shall provide Caremark with a copy of any proposed audit report, and Caremark will have a reasonable opportunity to comment on any such report before it is finalized.

8. **Close of Audit**

Upon finalization of audit results and agreement between Client and Caremark on any identified financial discrepancies, the audit period under review will be closed. Any adjustments, payments and/or reimbursements determined to be necessary as a result of any examination or audit shall be paid by the appropriate party within thirty (30) days of execution of an appropriate release document covering the audit period.

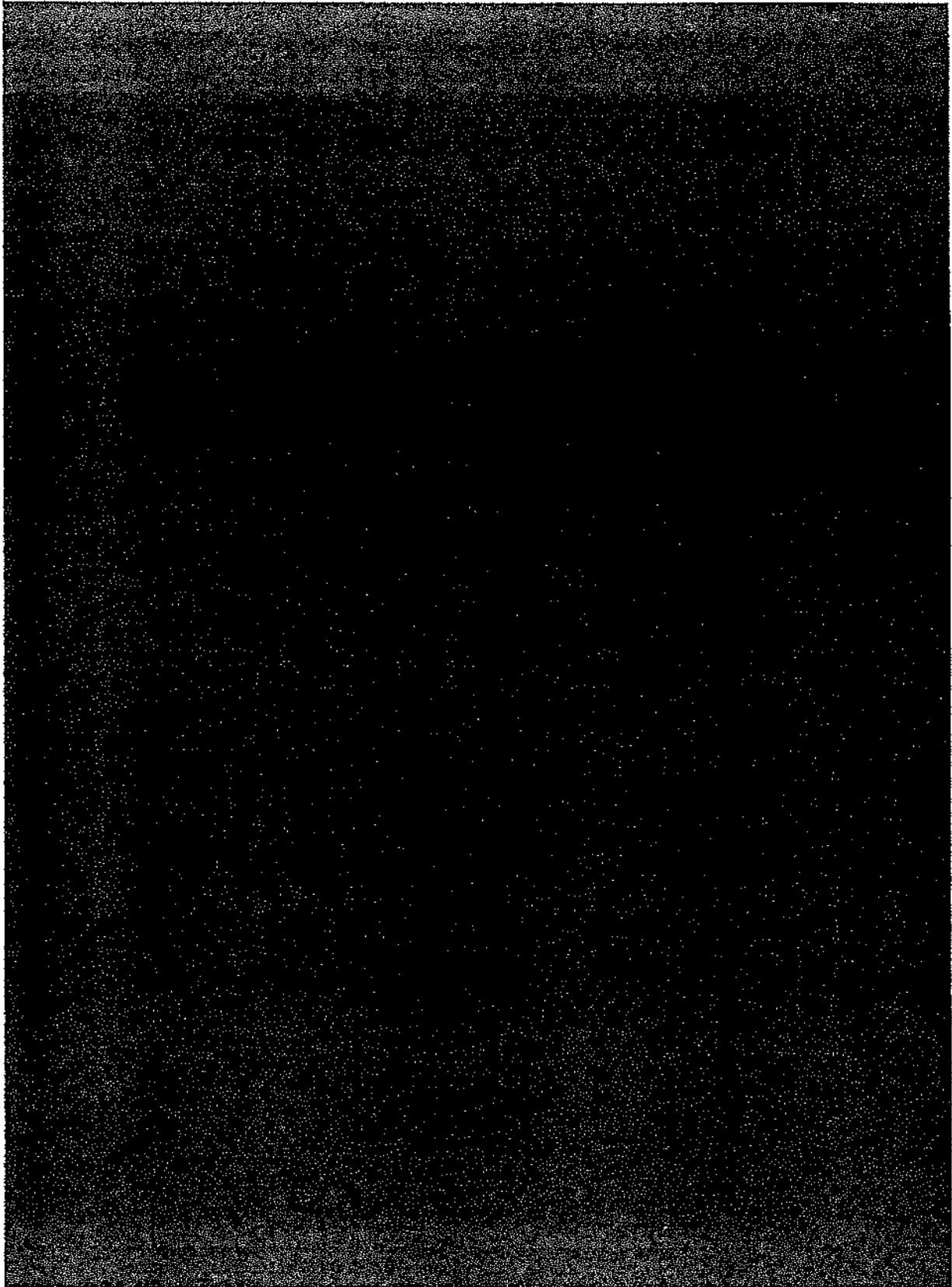
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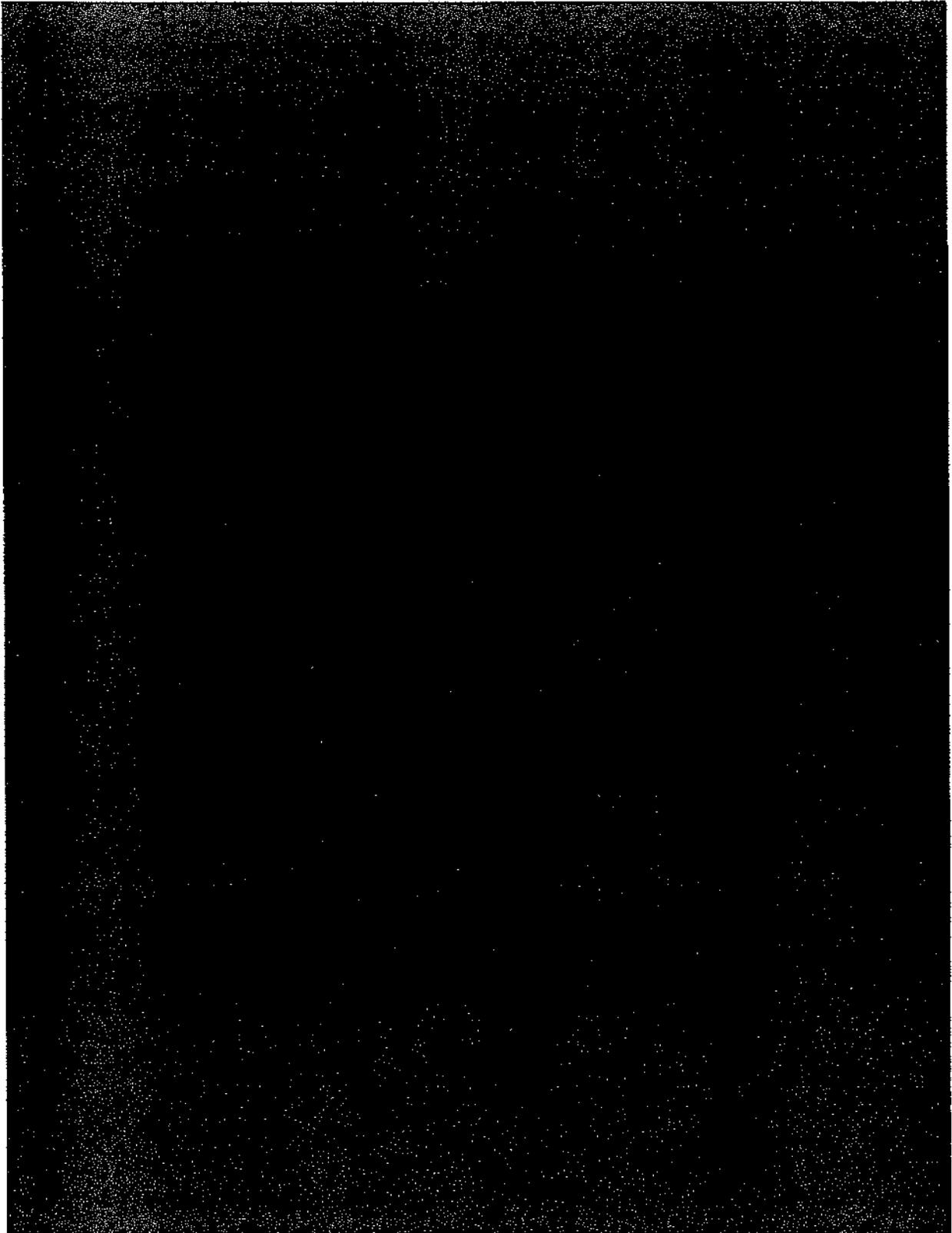


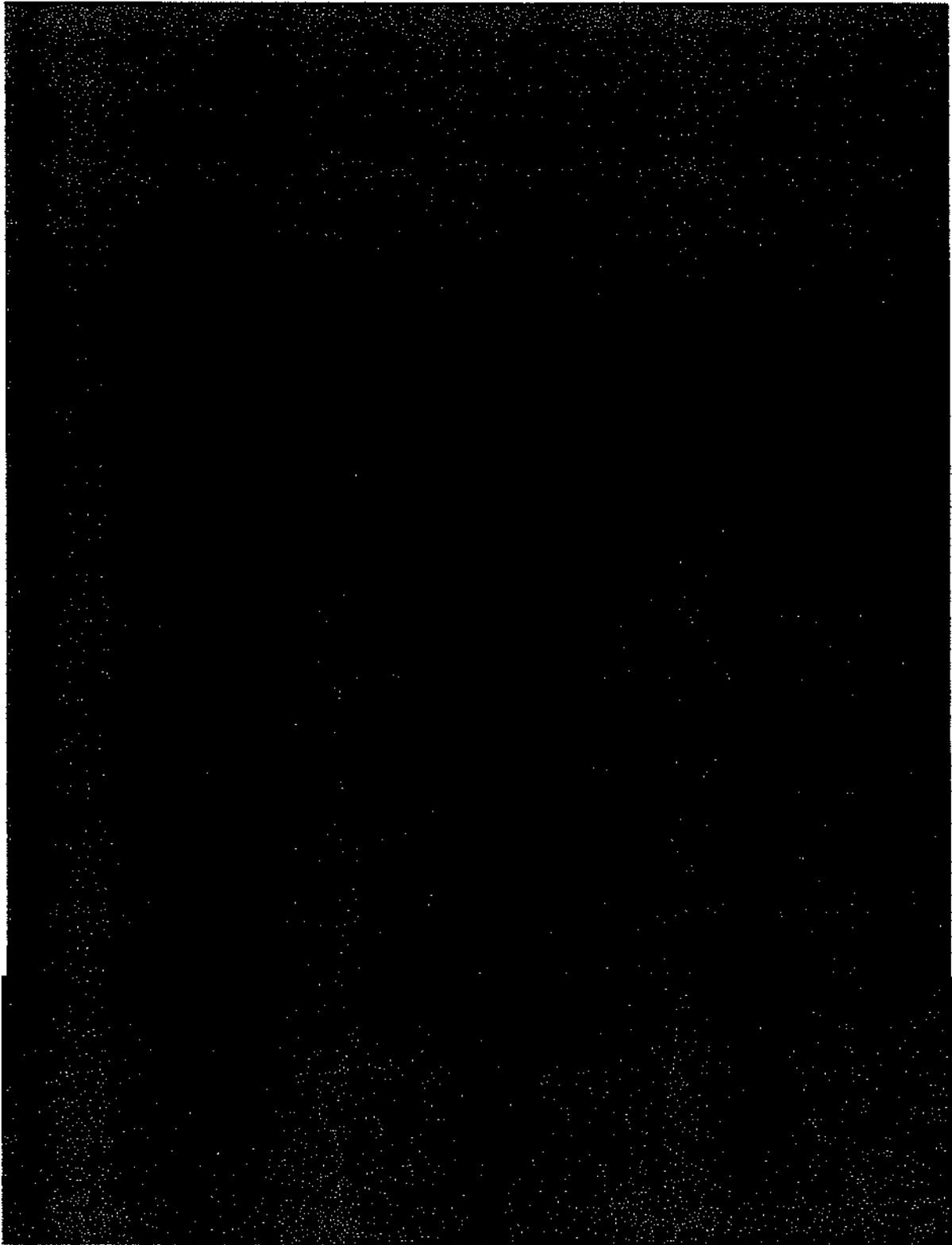


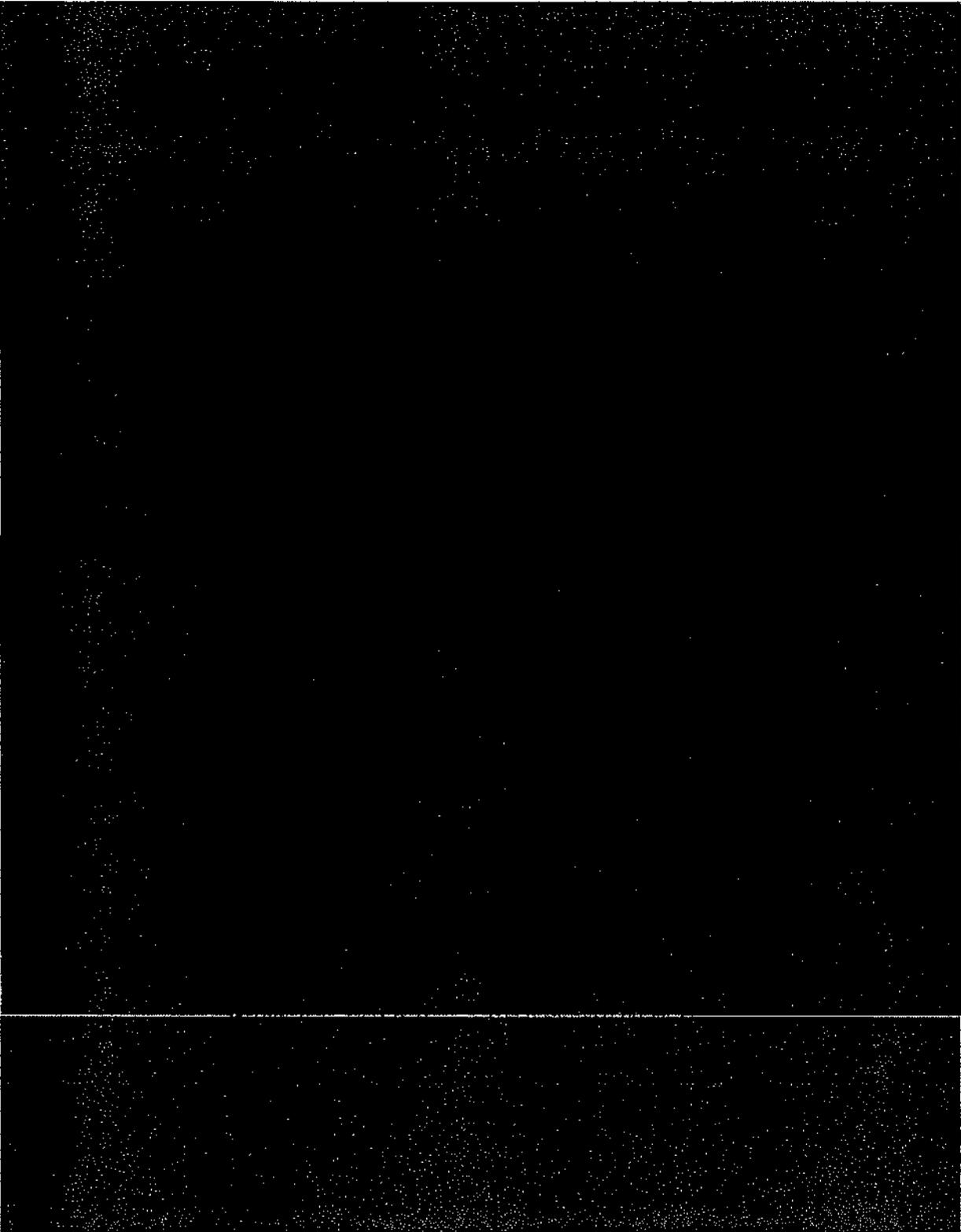
Schedule D - [REDACTED]

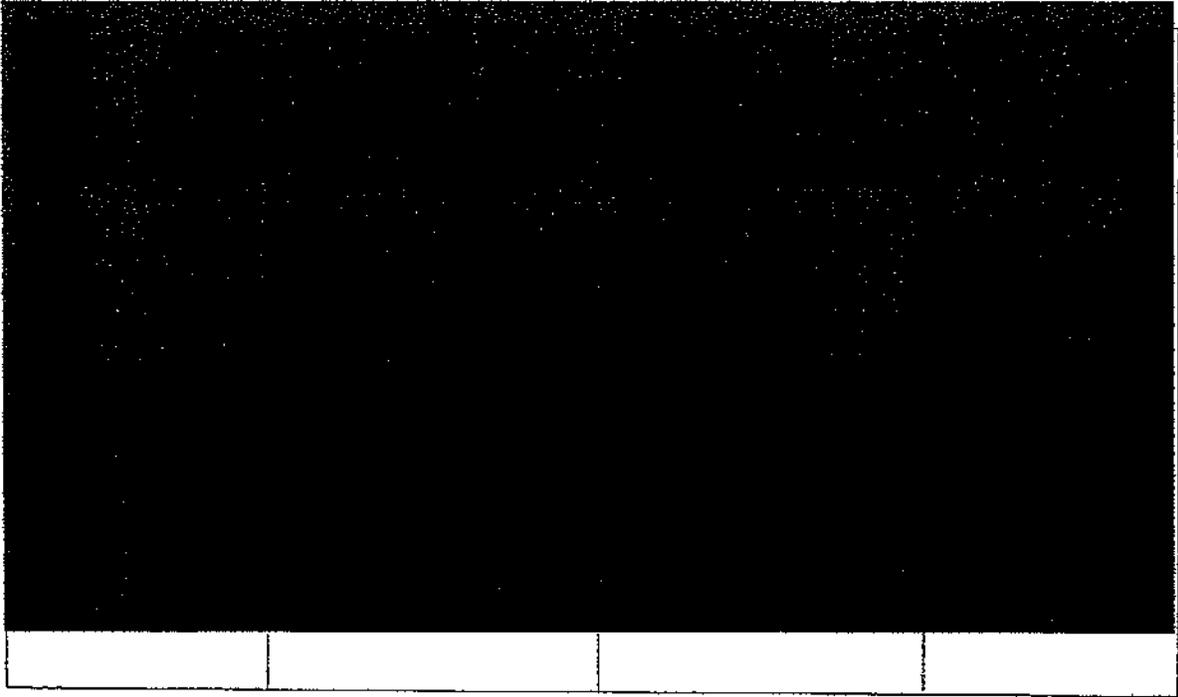












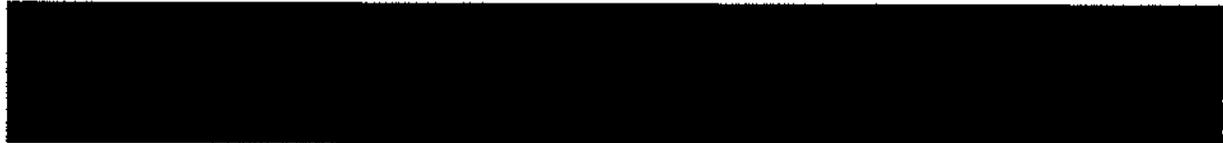
Schedule E - Appeals

1. Client represents that its Plan is not governed by ERISA.
2. Client represents that it will provide Caremark with a current and accurate copy of the Plan Document, as defined herein. The "Plan Document" shall set forth the Plan design and all other information concerning Client's prescription drug benefit plan including, but not limited to, eligibility for such benefits, the benefits to be provided, limitations on such benefits and the Plan's claims and review procedures. Client, at its expense, will provide Caremark with sufficient advance notice of any proposed amendments to the Plan Document.
3. Caremark will provide Client with the appeals program described in Sections 3.a. and 3.b. below ("Appeals Program").
 - a. *Review of Benefit Coverage.* Caremark shall conduct appeals relating to eligibility and coverage of prescription drug benefit determinations. Such reviews will be based on the Plan Document provisions and criteria approved by the Plan, with respect to coverage of prescription drug benefits only, and shall not include a review of medical necessity as may be defined under the terms of the Plan Document. With respect to such review of benefit coverage, Caremark shall have the sole and absolute discretion to interpret the Plan Document and to make factual findings. The decision of Caremark shall be final, subject to External Review under Section 4 of this Schedule E, or available judicial review. Caremark may, in its sole discretion, consider the opinions of additional medical and/or legal experts with respect to interpretation of the Plan Document. Under the Appeals Program, Caremark agrees to be a fiduciary solely for the purpose of adjudicating appeals relating to the coverage of prescription drug benefits. Caremark will review appeals in accordance with the rules and procedures established by Caremark to govern appeals from the denials of claims, as may be amended from time to time.
 - b. *Review of Medical Necessity.* Caremark has contracted with an independent vendor or vendors for the processing of appeals resulting from a denial of authorization of prescription benefits where the Plan beneficiary is entitled to obtain a review of the denial by an independent physician specialist. Caremark has entered or will enter into an agreement with the independent vendor(s), which provides for an appeals process consistent with the Appeals Program. The decision of the independent vendor shall be final, subject to External Review under Section 4 of this Schedule E, or available judicial review only for abuse of discretion.
4. *External Review.* Caremark has contracted with independent review organizations ("IROs") to provide External Review of benefit determination that are subject to external Review under PPACA. The decision of the independent review organization shall be final and binding on the Plan and Plan Participant, subject only to any judicial review. Either party

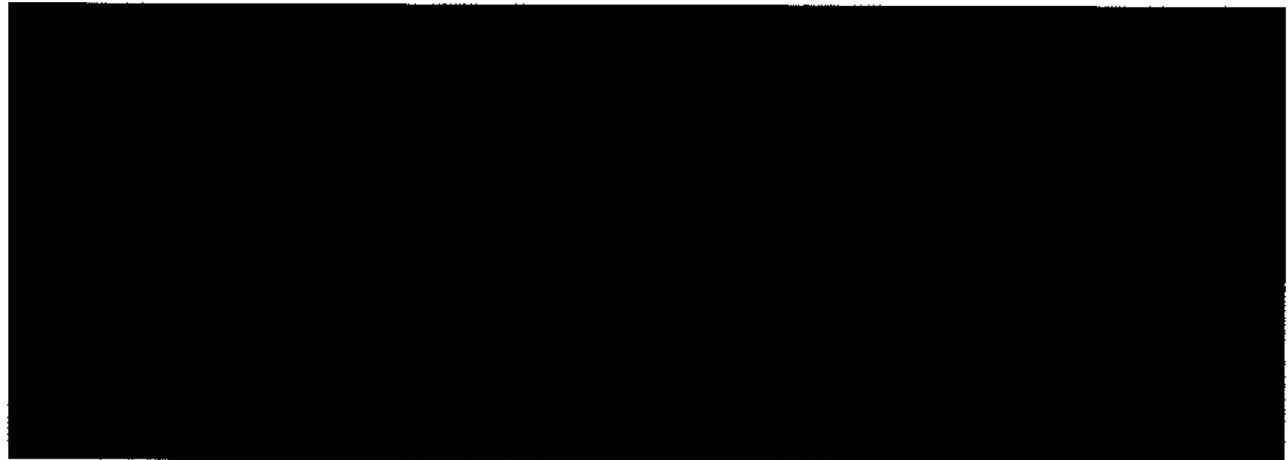
may terminate at any time the External Review services provided under this Schedule by providing the other parties with sixty (60) days prior written notice.

5. As consideration for the services provided hereunder, Client shall pay Caremark the fees set forth in Exhibit 2 of this Agreement. Payment shall be due in accordance with Section 7.2 of Exhibit 1.

Schedule F - Rare Condition Management Services



1. **DEFINITIONS.** For purposes of this Schedule F, the following definitions shall be utilized herein. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Contract:



1.5 "Disenrolled Member" means a formerly Engaged Member who is no longer enrolled and receiving Services.

1.6 "Engaged Member" means an AHS Eligible Member who is receiving services from AHS through self-directed or interactive actions. For purposes of the foregoing sentence: "self-directed" actions include a request for contact or opting in to receive contact (through mail, telephone, email, texting, online tools, virtual coaching tools, or other communications methods) by an AHS Eligible Member; and "interactive" actions include participating in a collaborative process with AHS by which such AHS Eligible Member is working or has worked directly with clinical staff in AHS's care management program.

1.7 "Fee for Service" means the Administrative Fees as set forth in Attachment I-C, Section 2, not taking into consideration any Program Savings modifications pursuant to Attachment I-E.

1.8 "Ineligible Member" means a Member who is not an AHS Eligible Member.

1.9 "Member" means a person enrolled with County.

1.10 "Member Identification Data" means the data described in Attachment I-F.

1.10 "County Eligible Member" means a Member identified by County as within the Eligible Population as described in Attachment I-C, Section 1.

1.11 "Program Commencement Date" means December 1, 2014.

1.12 "Provider" means any provider who renders services to a Member, including each of those physicians and other health care providers with whom County contracts or who otherwise provides health care service to at least one (1) Member. "Provider" does not include AHS.

1.13 "Utilization Management" or "Utilization Review" means evaluation of the medical necessity, appropriateness and efficiency of the use of health care services, procedures and facilities. Utilization Management or Utilization Review encompasses prospective, concurrent and retrospective review, as well as any review of services where authorization is required in which clinical criteria are applied to a request. For purposes of this Schedule, "Utilization Management" or "Utilization Review" shall include any processes, procedures or other activities relating to any decision whether or not to pay or reimburse the costs of any healthcare service, device or other expense.

2. OBLIGATIONS OF AHS

2.1 Commencement of Services. AHS shall begin providing the Services on the Program Commencement Date. County shall cooperate with AHS' efforts and assist AHS in working with AHS Eligible Members.

Members shall be deemed AHS Eligible Members pursuant to the following process:

- a. County shall provide to AHS a list of County Eligible Members.
- b. AHS shall review such list and remove from it Members that AHS determines do not meet the criteria for AHS Eligible Members utilizing AHS' algorithms.
- c. Those Members who remain on such list following steps a and b above shall be deemed AHS Eligible Members.

County will provide AHS with data necessary to identify AHS Eligible Members in timeframes and formats as referenced in paragraph 3.4, and specified in Attachment I-C of this Schedule. The process described above shall continue every thirty (30) days during the term of this Schedule for the continued identification of AHS Eligible Members as described in Section 3.4 below. County agrees to cooperate with AHS in the identification of AHS Eligible Members and provide all reasonable assistance, including without limitation, facilitating the communication by Providers to AHS of Members' diagnoses. Once identified, AHS may contact any AHS Eligible Member. Both parties acknowledge that neither AHS nor its employed or contracted health professionals diagnose patients.

AHS shall have no responsibility with regard to Ineligible Members. Individuals who were previously County Eligible Members or AHS Eligible Members may become Ineligible Members upon: (a) Notice by County to AHS that such individual is no longer a beneficiary under a relevant plan or no longer otherwise eligible; or (b) Notice by AHS to County that a Member is no longer an

AHS Eligible Member because: (i) Member does not have a Covered Disease; (ii) Member has another health plan as a primary insurer; (iii) Member is primary to another care management company; or (iv) Member is deceased.

Neither AHS nor County shall discriminate in efforts to work with Members based on any illegal or inappropriate factor, including the expected cost of providing the Services to Members. Upon receipt by AHS from County of a list of County Eligible Members, AHS shall determine the AHS Eligible Members, and such AHS Eligible Members shall be eligible to work with AHS in accordance with the terms of this Section and this Schedule. AHS shall not directly provide the delivery of health care services to Members nor provide Utilization Review services for County or its Members, which responsibilities shall remain with County. Providers or other entities or persons with which or whom County contracts.

2.2 Provision of Rare Condition Management Services.

2.2.1 Rare Condition Management Services. AHS shall arrange for or provide AHS Services, as further described in Attachment I-A, to Engaged Members.

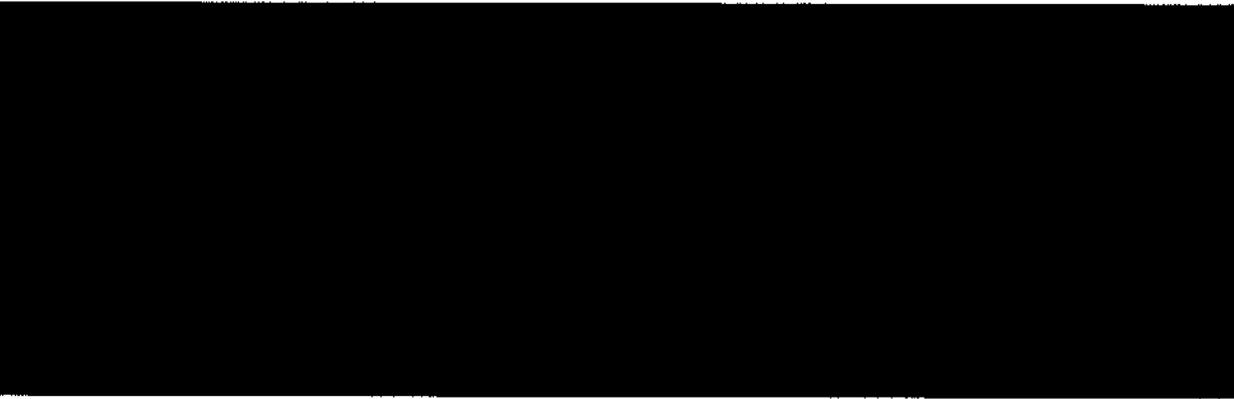
2.2.2 Promotional Materials/Use of Name. Subject to AHS' review of and prior written consent to such use, County may use the name of AHS and the fact that AHS is participating in County's health care plan in any advertising or informational materials during the period this Schedule is in effect. All such efforts shall be consistent with the last sentence of Section 2.2.4 hereof. In addition, AHS may use the name and logo of County and the fact that County is participating in AHS' programs in any advertising or informational materials during any period for which this Schedule is in effect, subject to County' review of and consent thereto. All such efforts shall be consistent with the last sentence of Section 2.2.4 hereof.



2.2.5 Reports. AHS will provide County with AHS' standard reports as referenced in Attachment I-D of this Schedule for County's total population. County will be responsible for payment of Two Hundred Dollars (\$200) per hour for any ad hoc reporting, also as referenced in Attachment I-D of this Schedule.

3. OBLIGATIONS OF COUNTY

3.1 **Plan Amendments.** County shall give AHS at least thirty (30) days advance written notice of any proposed material changes in County's health benefits that affect AHS's rights or obligations under this Schedule. AHS shall notify County in writing within fifteen (15) days of such notice if AHS has any objections to a proposed change. If AHS fails to submit objections to the proposed change to the County within said fifteen (15) day period, the changes shall be deemed to be accepted by AHS. If AHS notifies County of its objections, such material changes shall not go into effect with regard to AHS while the parties negotiate in good faith. If the parties are unable to resolve AHS's objections within twenty (20) days of the date of AHS's notice, despite their good faith efforts to do so, AHS may terminate this Agreement, upon written notice to County, in its entirety or solely with regard to the affected plan(s).



3.4 **Providers.** Upon execution hereof, and each month thereafter, County shall provide to AHS a directory of the Providers with whom County has contracted. County shall make all reasonable efforts to assure that such Providers cooperate, consistent with Provider medical judgment, with the assistance provided by AHS.

3.5 **Eligibility Verification.** County shall provide to AHS the following eligibility verification assistance: (i) upon execution hereof and every thirty (30) days thereafter, a list of Potential County Eligible Members; (ii) telephonic verification during normal business hours of a person's status as a County Eligible Member, and (iii) no later than thirty (30) days prior to the Program Commencement Date, and every thirty (30) days thereafter, an electronic list of eligibility changes, i.e., Member enrollments and disenrollments. AHS shall be entitled to conclusively rely on County's eligibility lists and verifications in providing the Services.

3.6 **Member Identification Data.** County shall provide to AHS Member Identification Data on a regular basis as specified in Attachment I-F.

4. TERM AND TERMINATION

4.1 **Term.** The term and termination rights and obligations of this Schedule F shall be as set forth in Article 4, Section 4(a) Term of the Contract, unless otherwise noted herein. Provisions of this Schedule F shall be effective as of December 1, 2014 and shall terminate with termination of the Contract.

4.2 **Termination Upon Default.** County or Caremark may terminate this Schedule, by providing written notice to the other party hereto, in the event of a material default by the other party of its duties and obligations hereunder. Upon receipt of the notice by the defaulting party of the material default, the defaulting party shall have ninety (90) days to cure such default. If such default is not cured within ninety (90) days, the Contract will be terminated. Notwithstanding the foregoing: (a) Caremark and County may terminate this Schedule immediately by notice to the other party upon the other party's insolvency or fraudulent conduct, and (b) Caremark may terminate this Schedule upon notice to County if any amount payable by County to AHS is not paid within fifteen (15) days of its due date.

4.3 **Rights and Obligations Upon Termination.** Notwithstanding Article 4, Sub-section 7.3 of Exhibit 1 and 7.4 of Exhibit 1 of the Contract, upon a termination or expiration of this Schedule, neither party shall have any further obligation to the other party, provided, however, that such termination or expiration shall not release Caremark or County of its obligations with respect to: (a) obligations including payment obligations accrued to Caremark or County prior to and including the termination or expiration date; (b) the indemnity, limitation of liability, and confidentiality provisions hereof, and (c) cooperation as to the orderly transfer and return of data, records and case administration efforts between Caremark and County.

5. GENERAL PROVISIONS

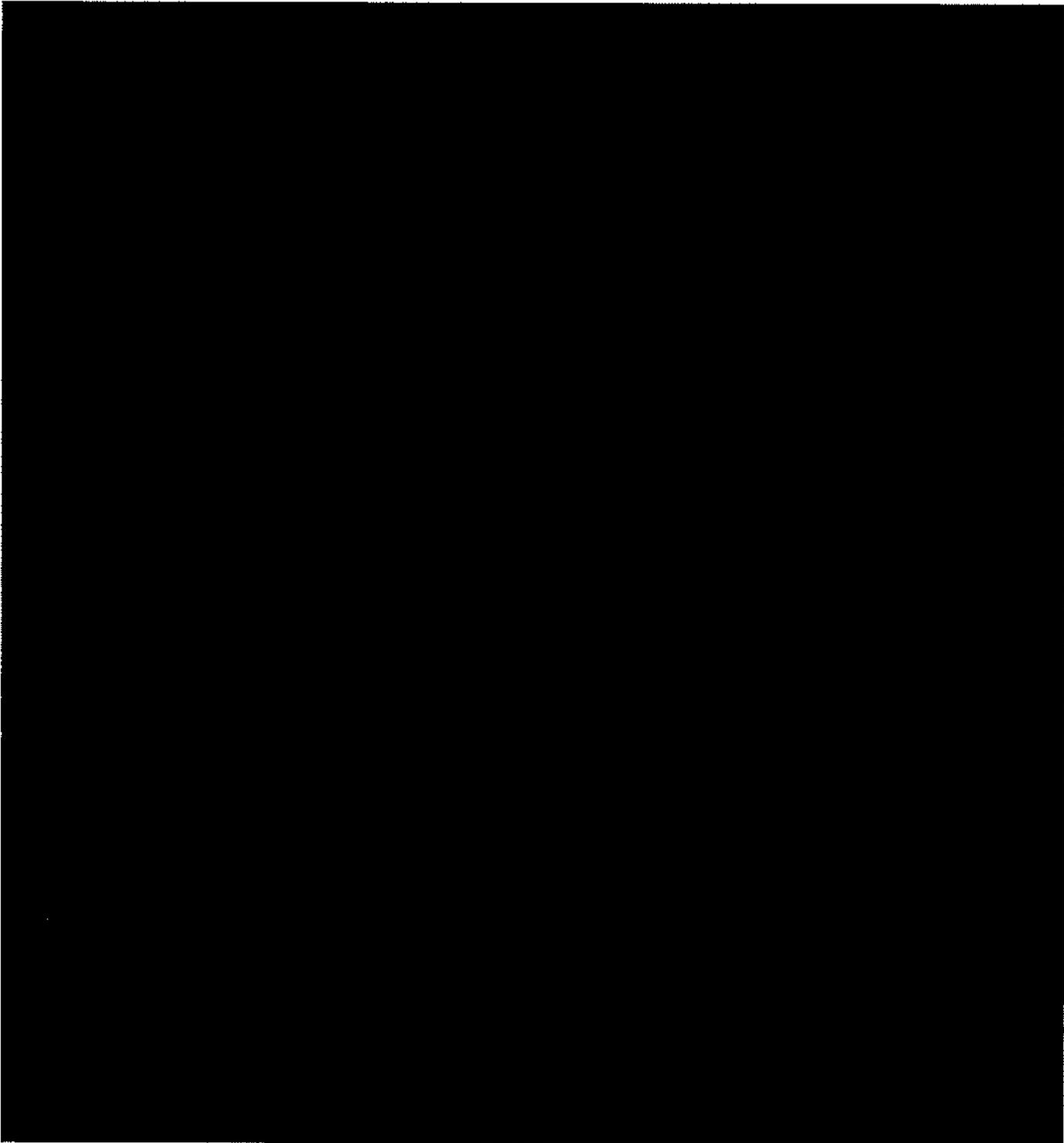
5.1 **Relationship Between Parties.** County and AHS are independent entities. Nothing in this Schedule shall be construed to create a principal-agent relationship, employer-employee relationship, partnership, joint venture or any other relationship other than independent contractors.

5.2 **Use of Confidential Information, Know How and Trade Secrets.** Each party acknowledges and agrees that, for the purposes of this Schedule, both parties will abide by the terms and conditions of "Confidentiality" as outlined in Article 3, Sub-section 3(h) of the Contract.

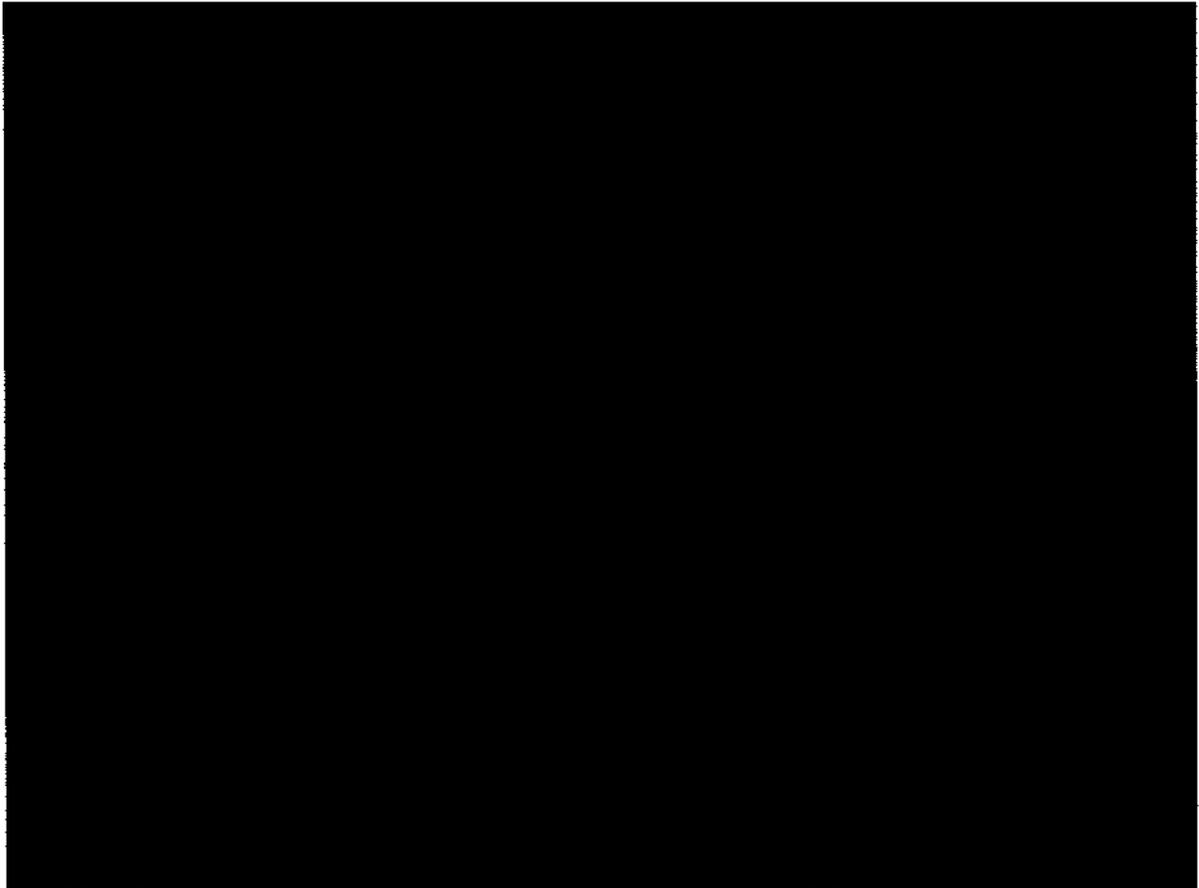
5.3 **Provisions.** Except as expressly set forth in this Schedule F, in the event of a conflict between the provisions of this Schedule F and the Contract, the provisions set forth in this Schedule F shall control solely with regard to the arrangement set forth in this Schedule F.



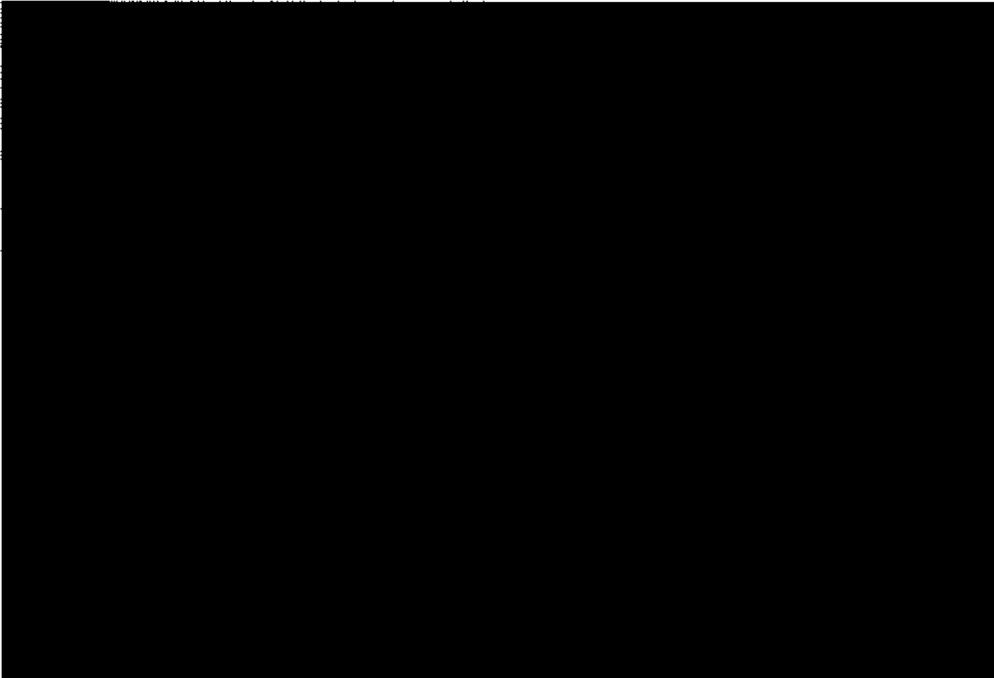
Attachment I-A -



II.



Attachment I-B -



Attachment I-C - Rare Condition Management Services Agreement

Schedule of Compensation Arrangement

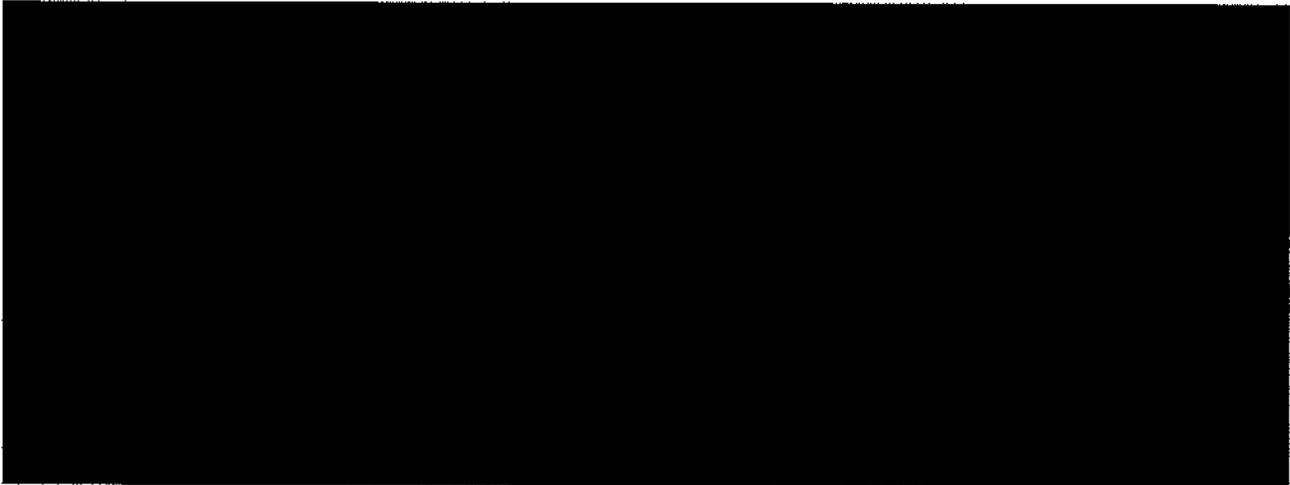
1. Eligible Population

County estimates that County Eligible Membership to be approximately thirty-two thousand (32,000) on the Program Commencement Date.

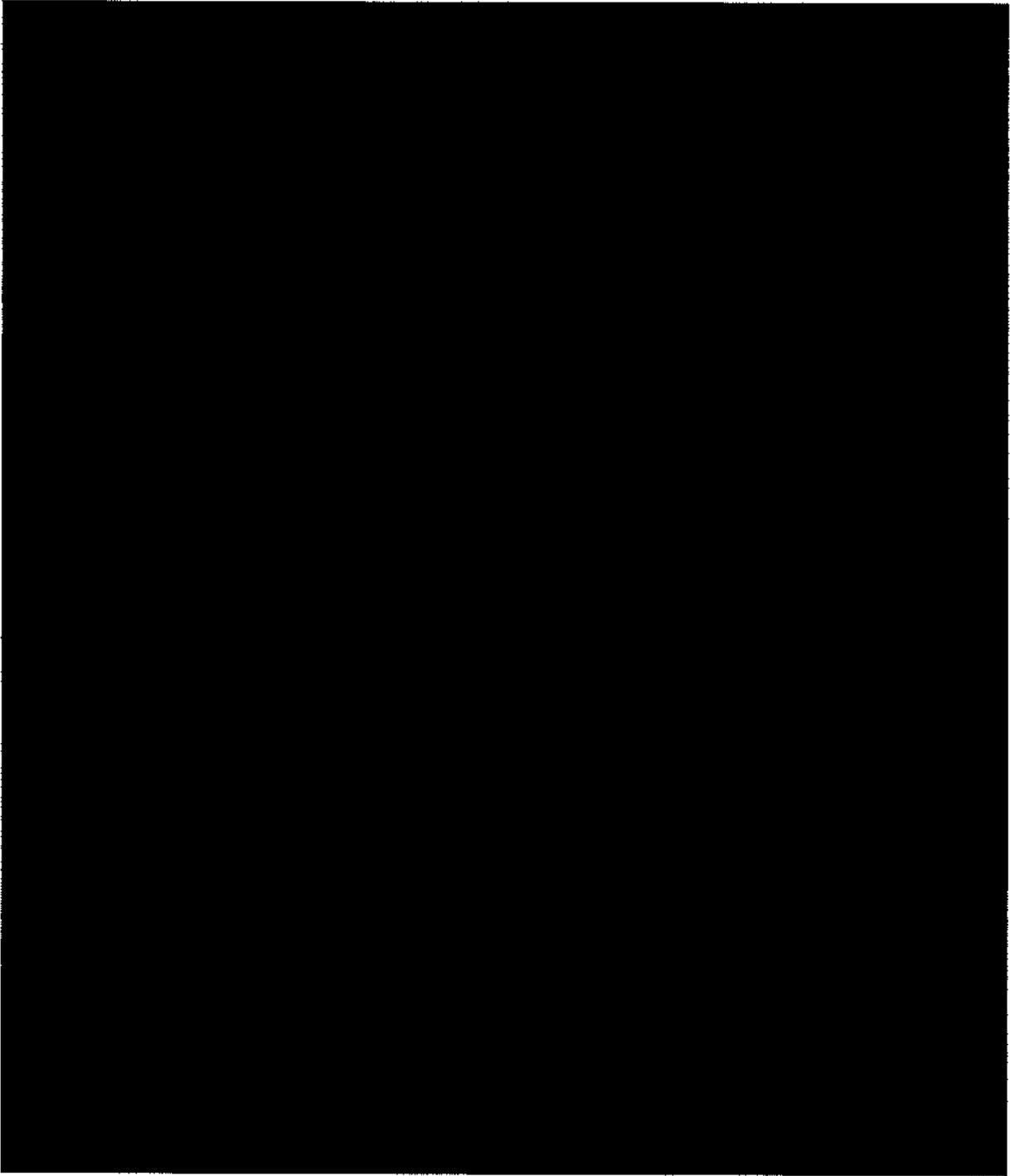
County Eligible Members will be identified from the following County lines of business, as defined in the Data Exchange Document, at least thirty (30) days prior to the Program Commencement Date, provided that the data received is sufficient to be able to identify those Members:

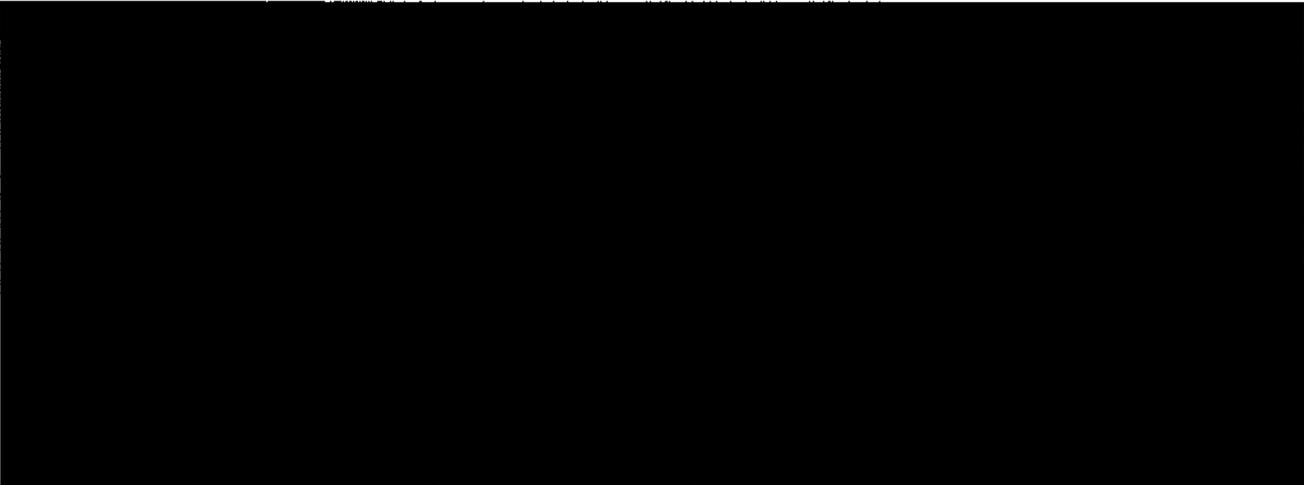
Active Non-Medicare Prime Members

Additions to the Member population by which AHS can identify AHS Eligible Members will be addressed by AHS and may be subject to a written amendment to this Schedule. Individual additions of previously contracted ASO business may be added to this Schedule upon notification only; additions of any additional line of business not currently covered in this Schedule will require a written amendment to this Schedule.



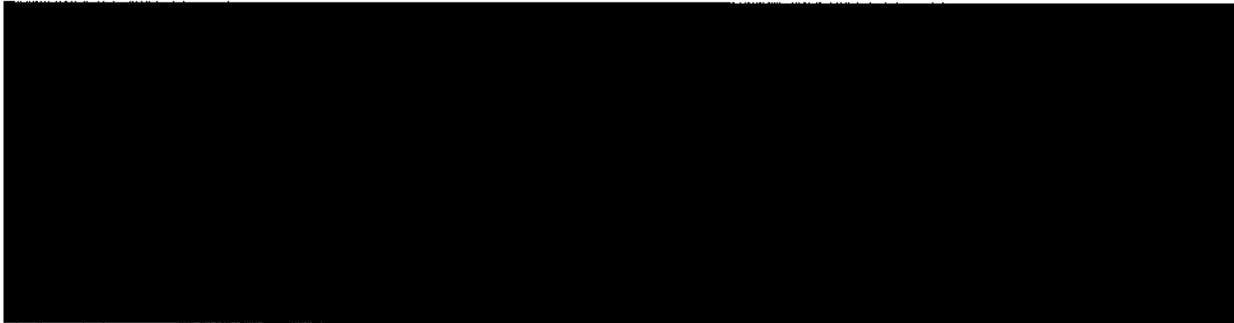
Attachment I-D -





Attachment I-E - Rare Condition Management Services Agreement

The parties agree that certain of the amounts paid to AHS hereunder shall be deemed at-risk and subject to repayment determined by meeting the standards set forth below with regard to the AHS Savings Program and clinical and administrative guarantees set forth in Sections A. and B. below.



A. AHS SAVINGS PROGRAM:

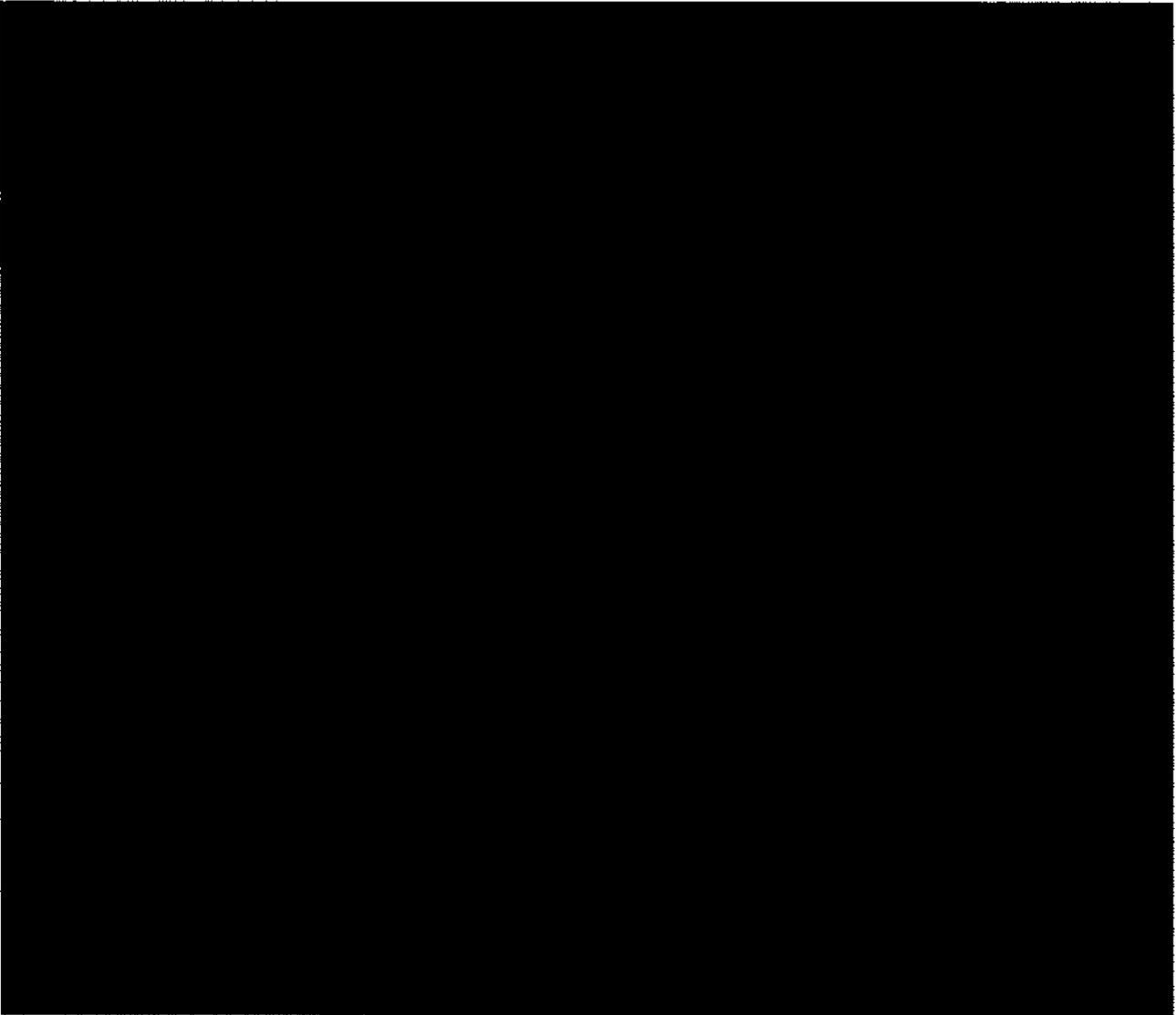


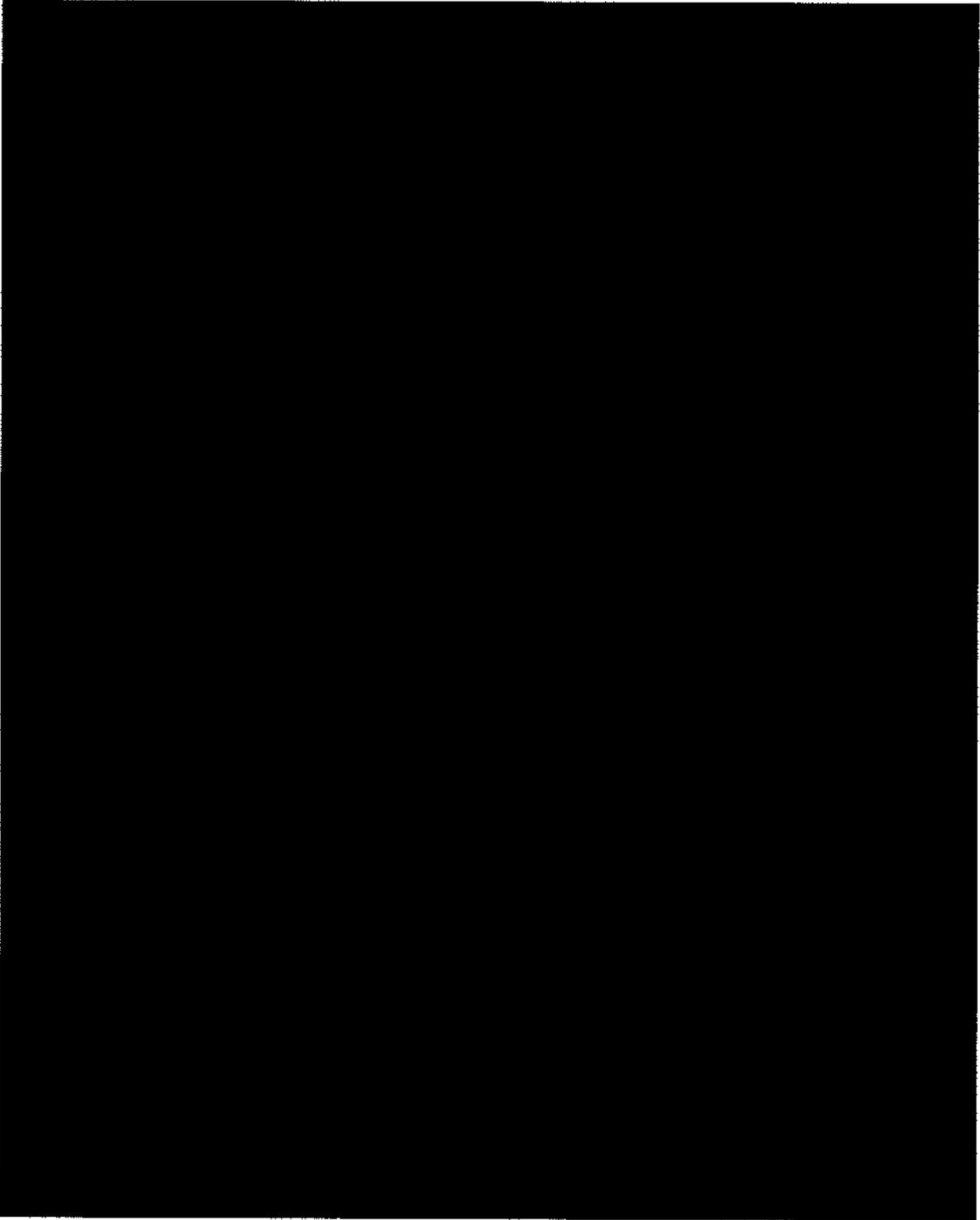
2. **Roster of AHS Eligible Members.** AHS shall provide County a monthly cumulative report, which shall list all AHS Eligible Members identified since the Effective Date and the Member's current program status. Any reason for changes in a Member's status such as becoming Engaged or non-Engaged, will be included on the report. If County disagrees with AHS's determination of such Members' eligibility to become an Engaged Member, the parties agree to promptly meet and confer, in good faith, to resolve the dispute. In the event the parties are unable to agree upon such Member's status as an Engaged Member within thirty (30) days of AHS's report, County may initiate the dispute resolution process set forth in Section 5 of this Attachment, provided however, that the Member shall not be eligible as an Engaged Member until the first of the month following resolution under that process of the Member's eligibility to become an Engaged Member.

3. **Claims Reporting.** AHS requires both a historical data feed prior to the Program Commencement Date and regular monthly data feeds following the Effective Date for the County's total Member population. Both data feeds must be inclusive of the Member Identification Data as defined in Attachment I-F. County acknowledges that timely and accurate data as specified in this paragraph and in the DED is required for AHS to meet the terms and obligations of this Schedule. Failure to timely deliver data may release AHS from the contractual reporting deliverables and guarantees specified in this Schedule.

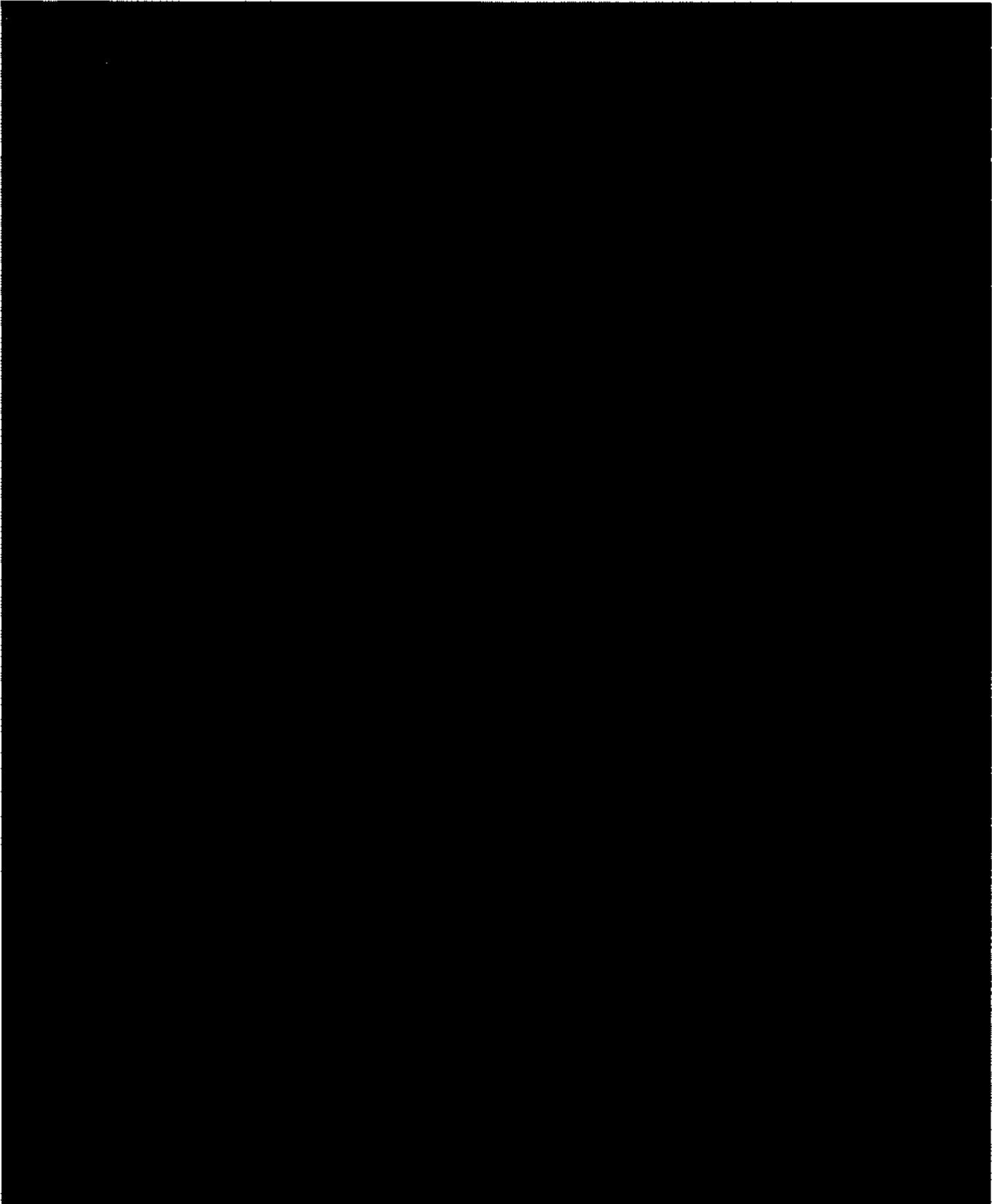


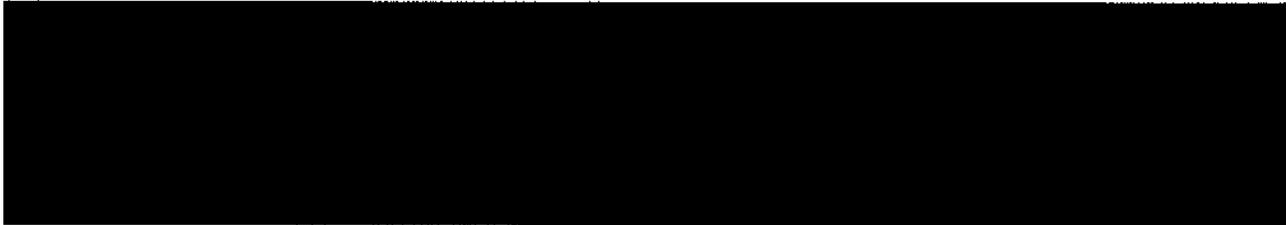
3.2 County shall provide to AHS, within twenty (20) days after the end of each calendar month, all Member Identification Data as defined in Attachment I-F of the Schedule for the County's most recently processed calendar month of medical and pharmacy paid claims data. This shall commence within thirty (30) days following the Effective Date.







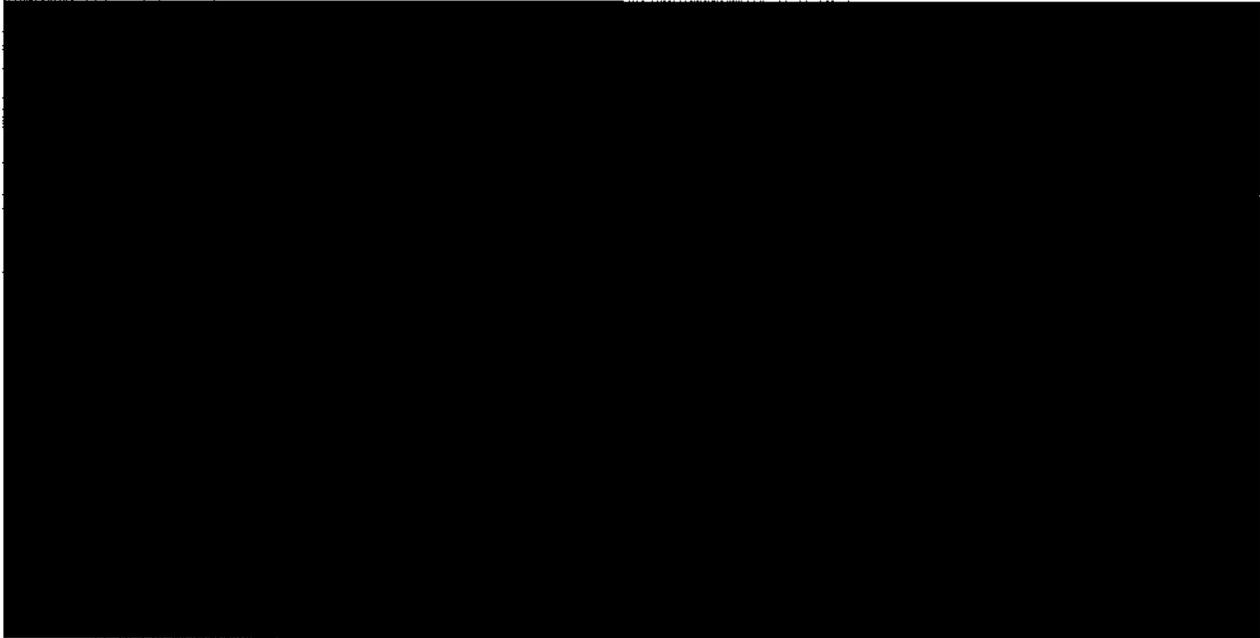




5. **Dispute Resolution.** In the event either party disputes any of the calculations made by the other as described herein, the parties agree to meet and confer in good faith to resolve such differences.

B. CLINICAL, OPERATIONAL AND MEMBER SATISFACTION GUARANTEES:

The Parties agree that compensation as set forth in Attachment I-C includes certain at-risk amounts subject to meeting the clinical and administrative measures set out below. County acknowledges that each of the following Performance Guarantees ("Metrics") relies on, and is subject to, reasonable plan collaboration, responsiveness, and plan data accuracy, timeliness and completeness. County also acknowledges that in order for risk to be assessed, each of the following Metrics rely on a denominator of at least thirty (30) Engaged Members in each measurement.



2. **Timetable for Annual Metrics Reports and Evaluation.** No later than eight (8) weeks following the end of each Measurement Period, unless specifically stated below, AHS will provide County with a final Metrics report ("Metrics Report"). County will have thirty (30) days to review the Metrics Report and communicate any questions or discrepancies to AHS. AHS will have thirty (30) days to respond to any County questions and correct any Metrics Reports.

AHS and County agree that they will negotiate in good faith any requested changes in Metrics for the purposes of program enhancement and quality improvement.

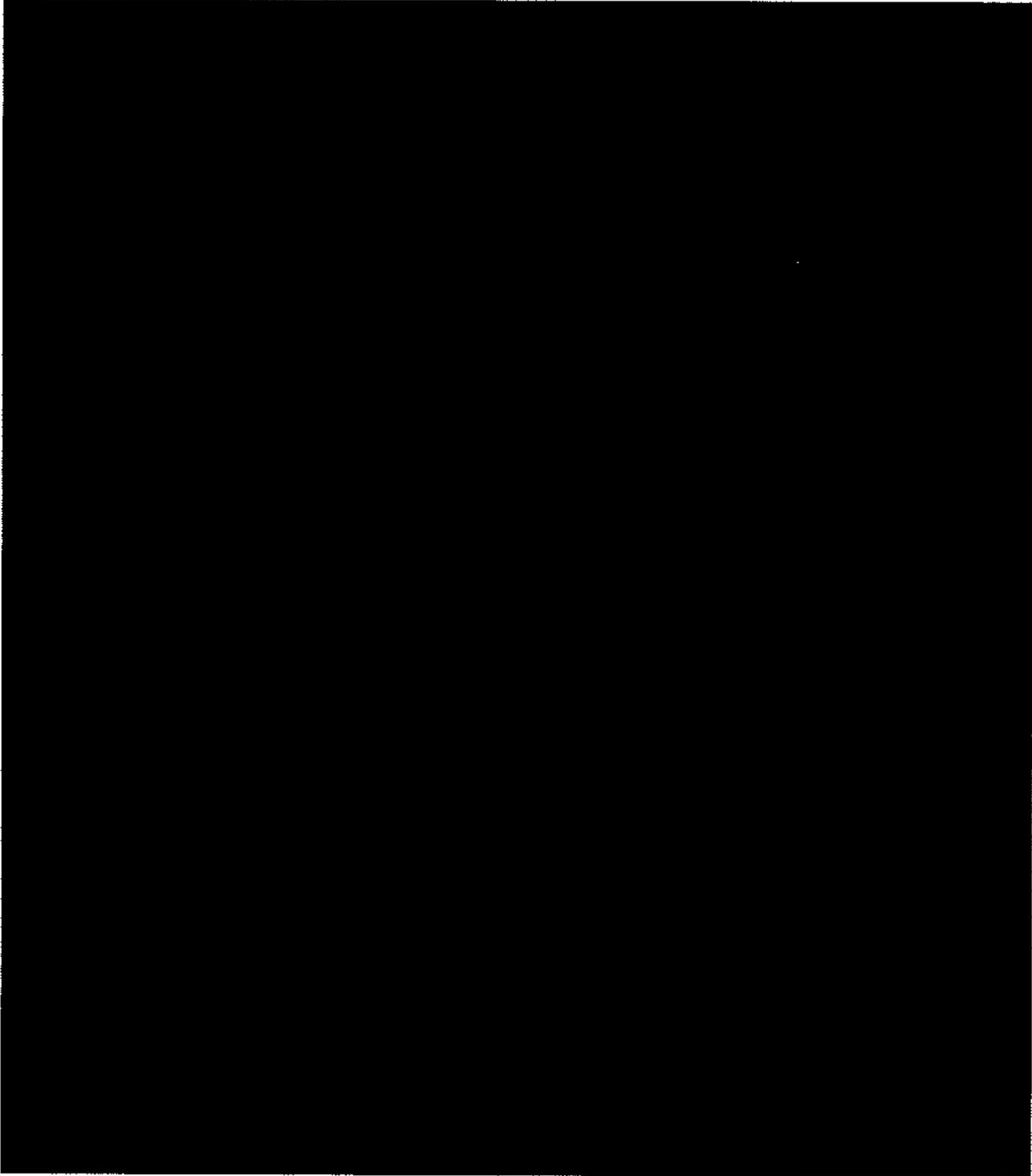
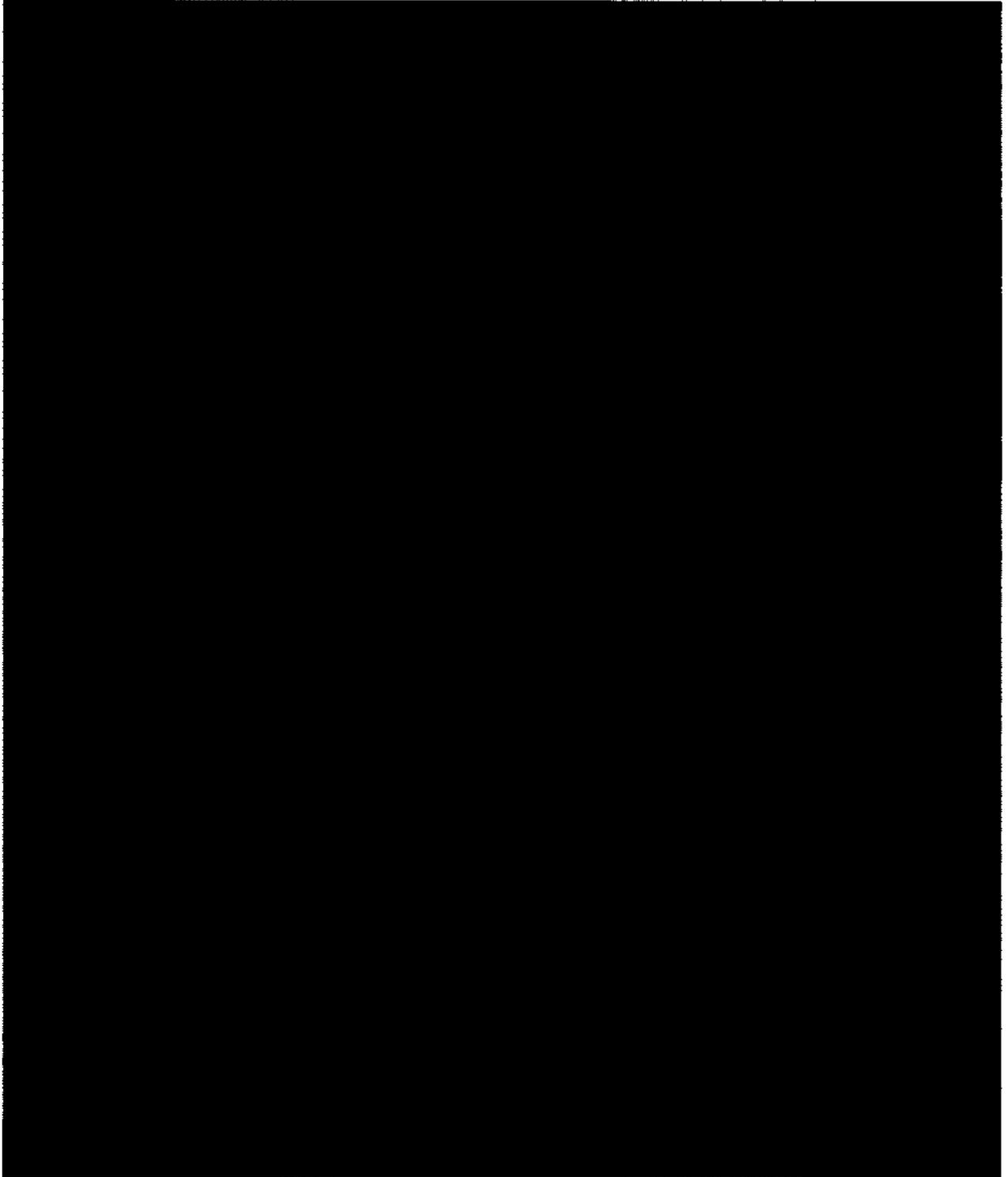




Table E-1

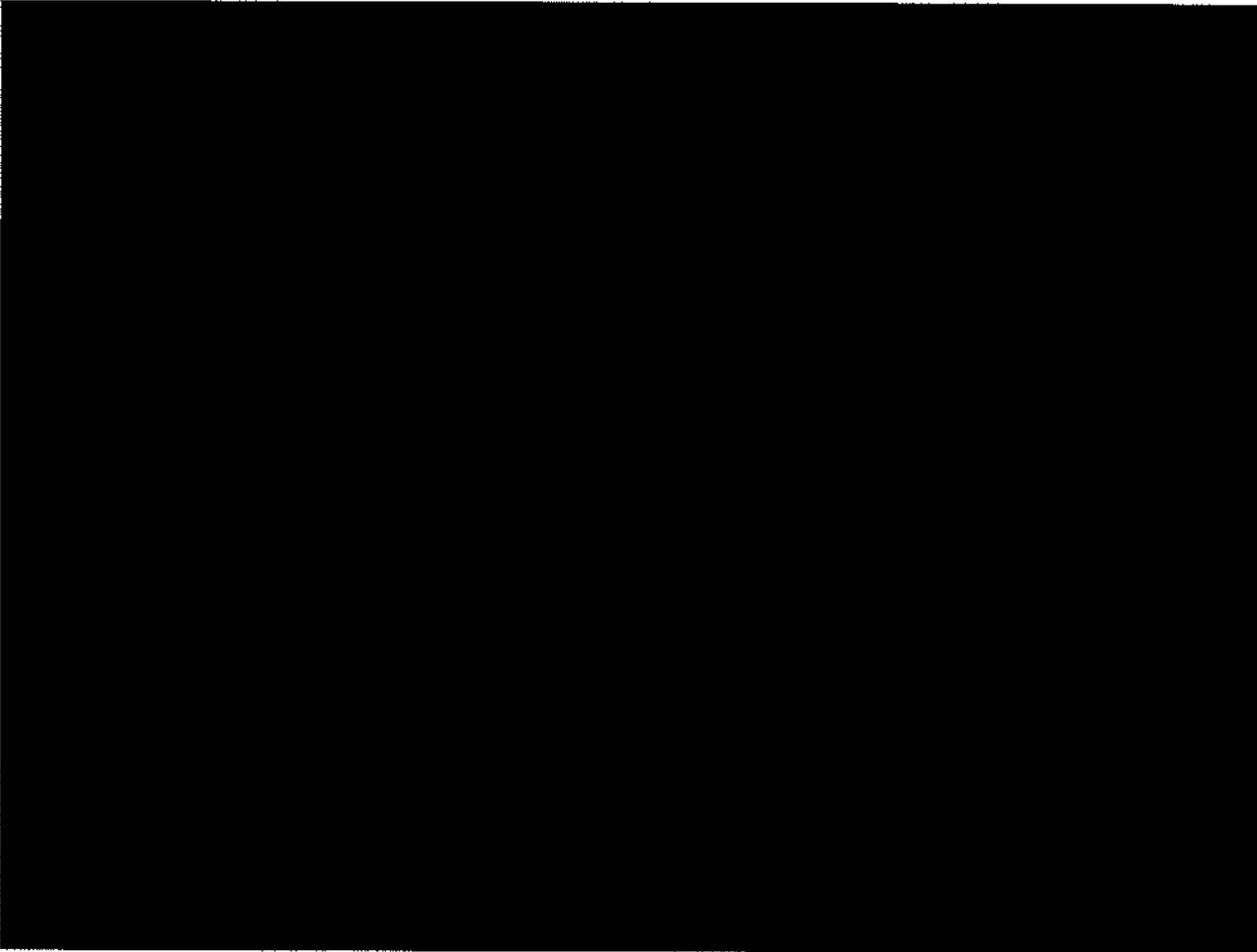


II. PERFORMANCE GUARANTEES RELATED TO DISEASE-SPECIFIC CLINICAL, EDUCATIONAL AND/OR BEHAVIOR CHANGE METRICS:

The following clinical education and behavioral change Metrics will be reported on an annual basis from AHS database for those Engaged Members who have completed at least four (4) health risk assessments. These specific measures are examples of numerous targeted interventions being deployed to impact the cost drivers and the subsequent clinical and financial outcomes.

Table E-2





Attachment I-F - Rare Condition Management Services Agreement

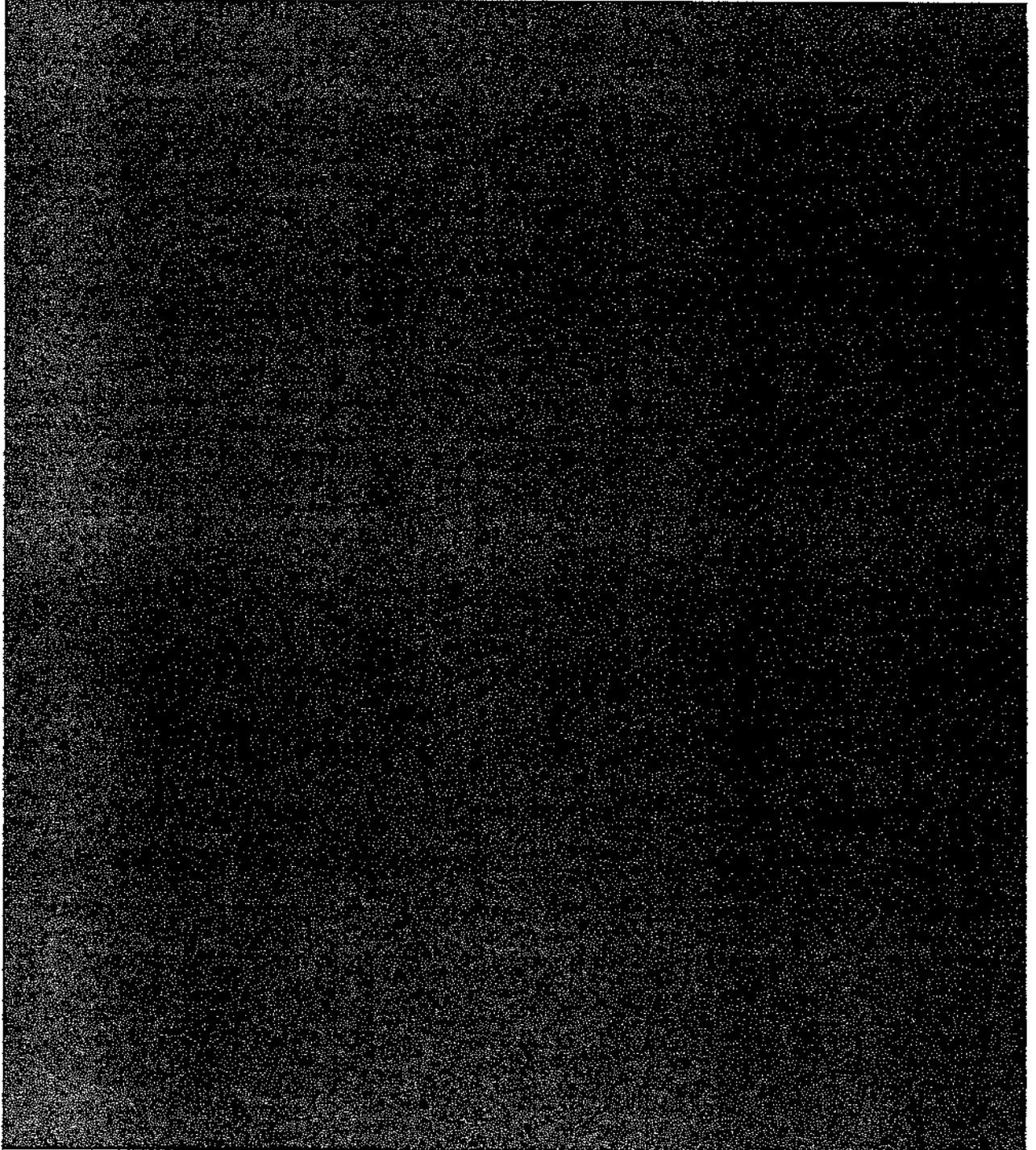
Member Identification Data

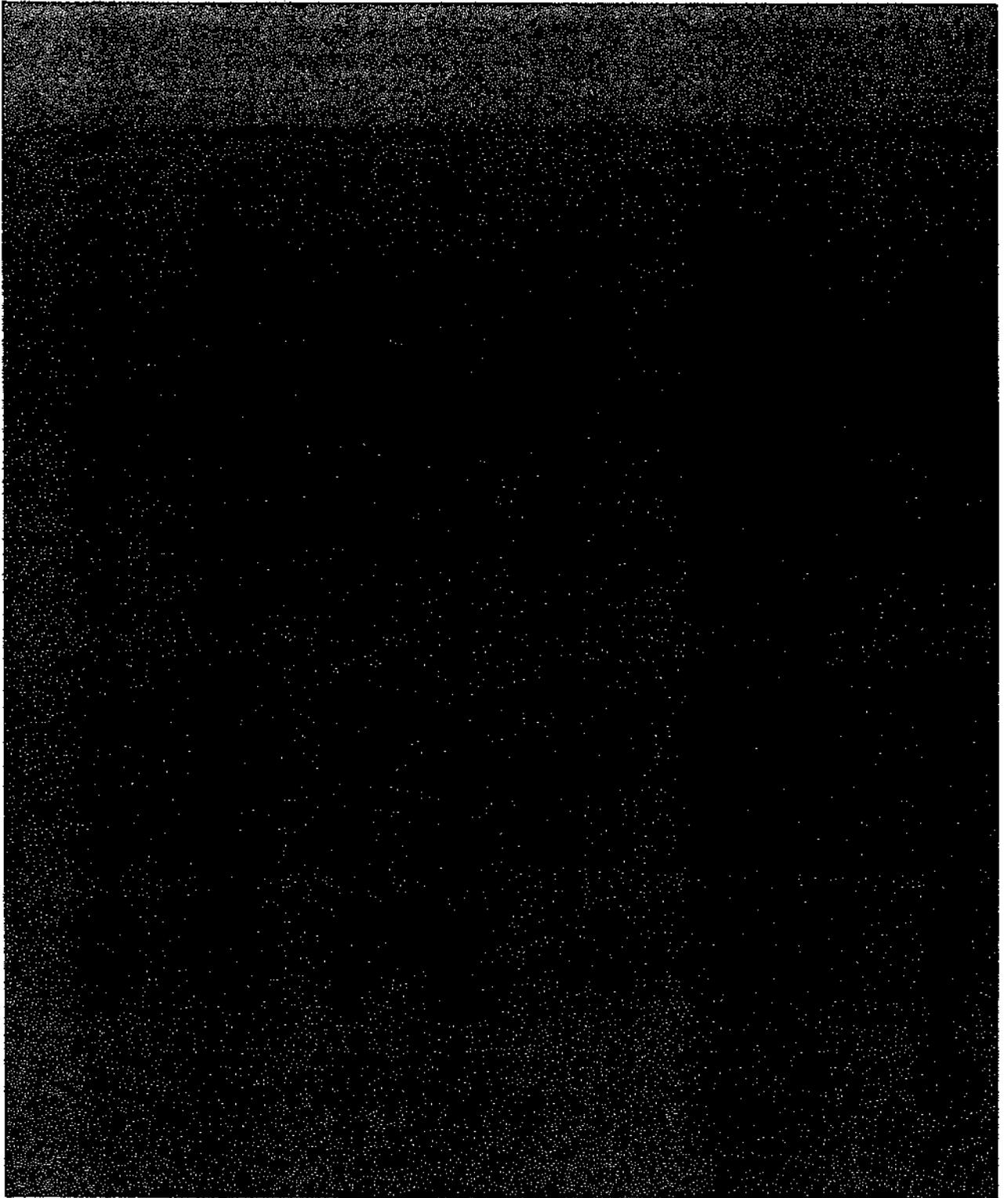
Member Identification Data includes medical claims, pharmacy claims, monthly membership eligibility files and provider files for County's total population.

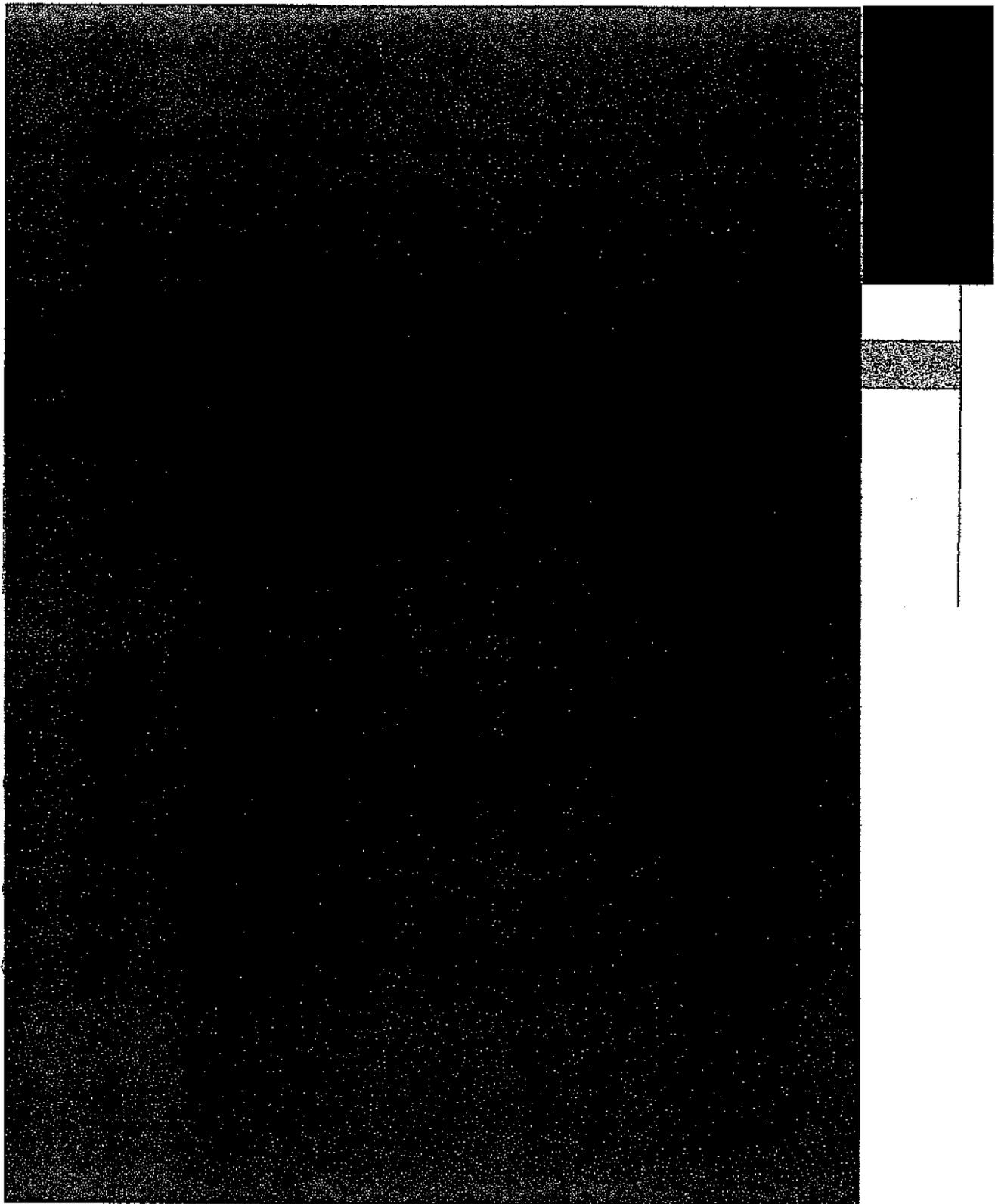
A specific document, referred to as the Data Exchange Document ("DED"), which describes the recommended Member Identification Data formats required by AHS will be delivered to County as part of the implementation process.

EXHIBIT 2 - SCHEDULE OF COMPENSATION

1. Mail, Retail, Rebates and Specialty.



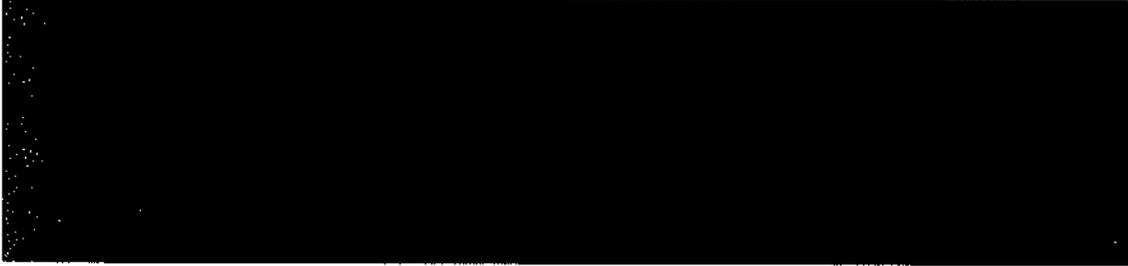




a.



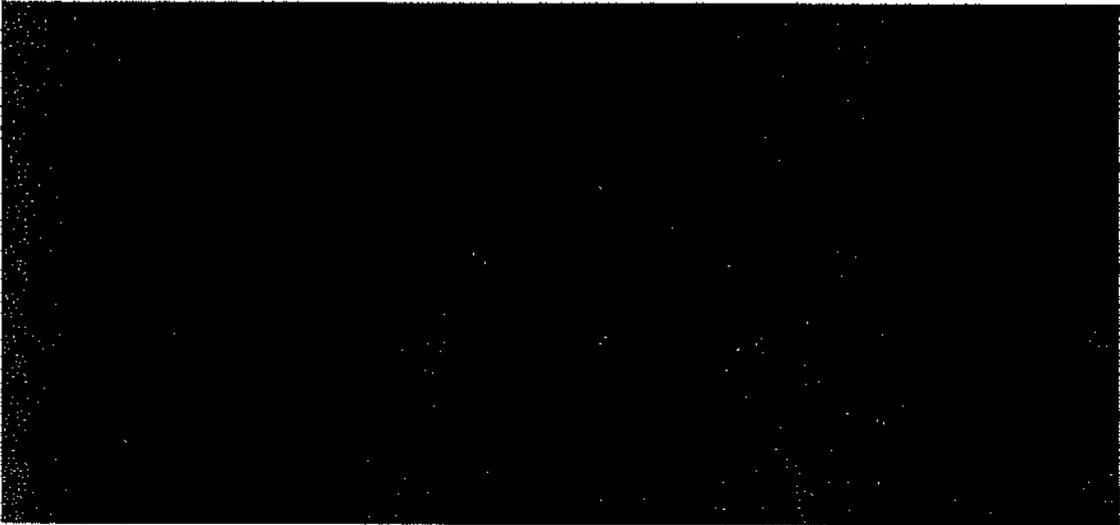
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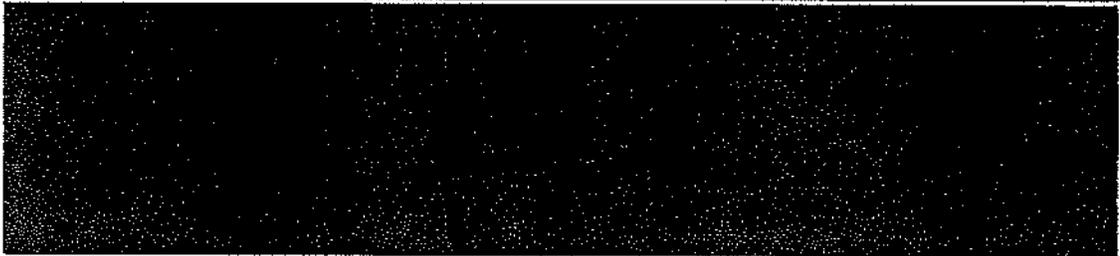
(vi)



(vii)



(viii)



(ix)

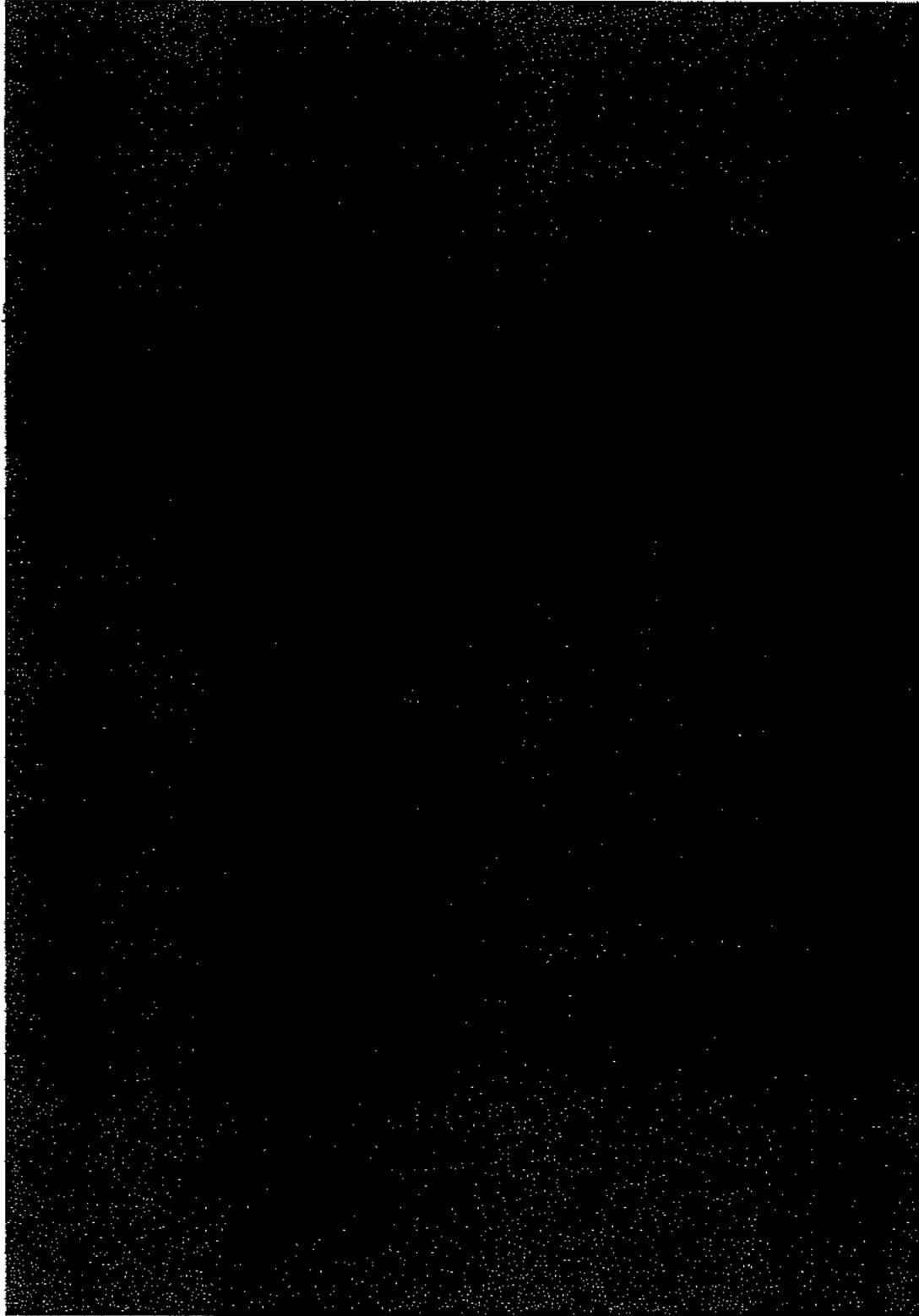
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(xii)

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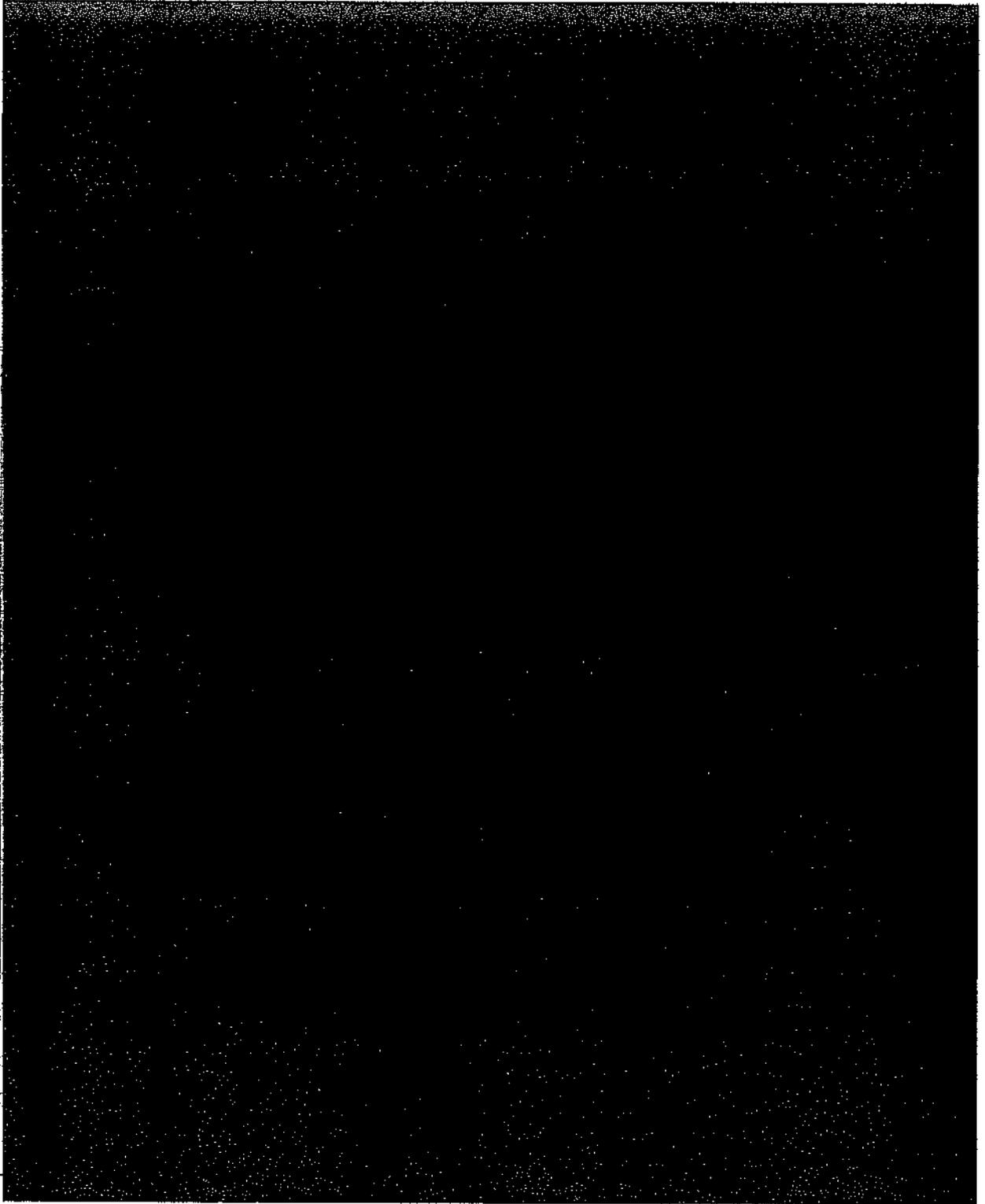
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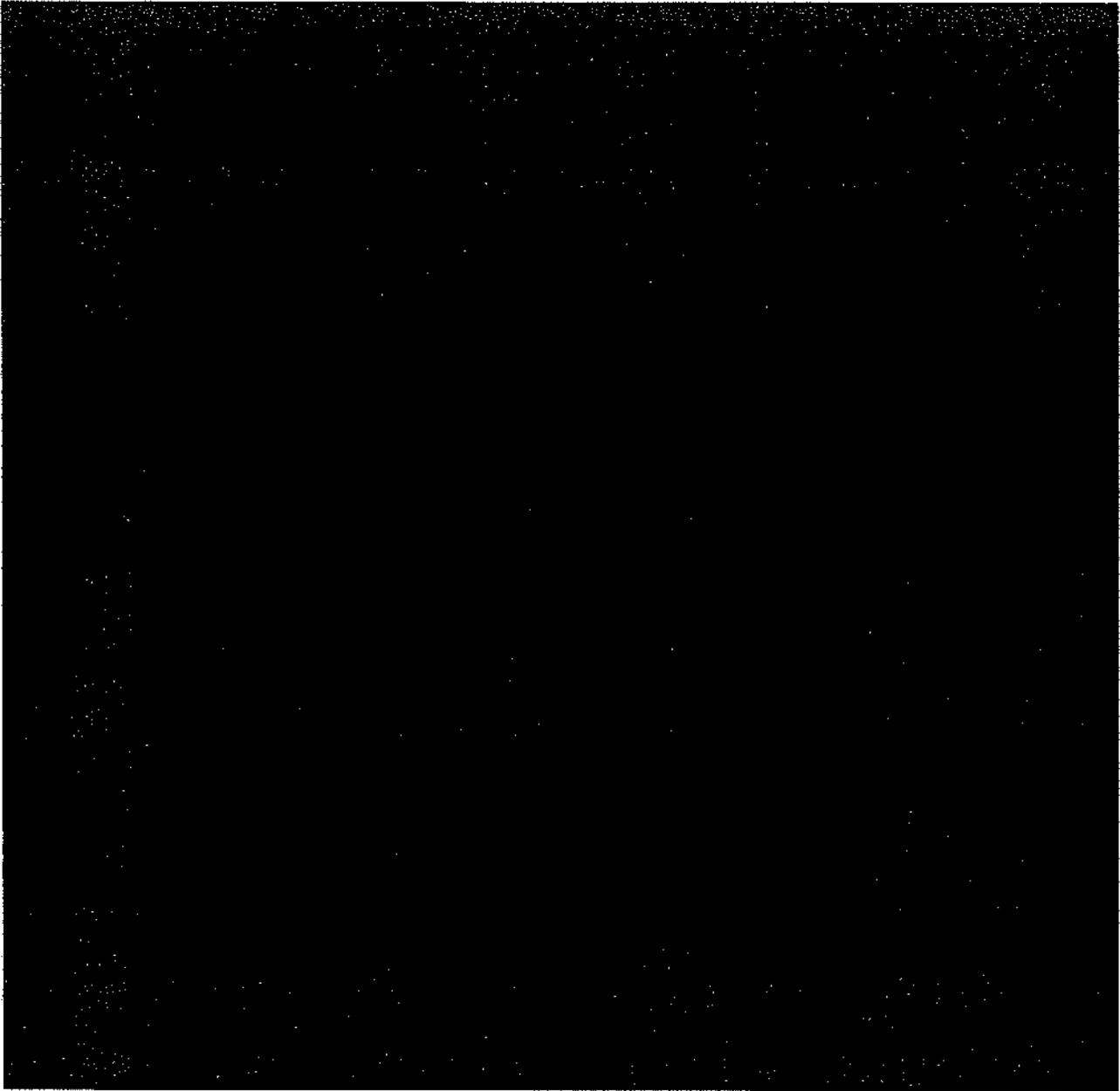
(xvii)

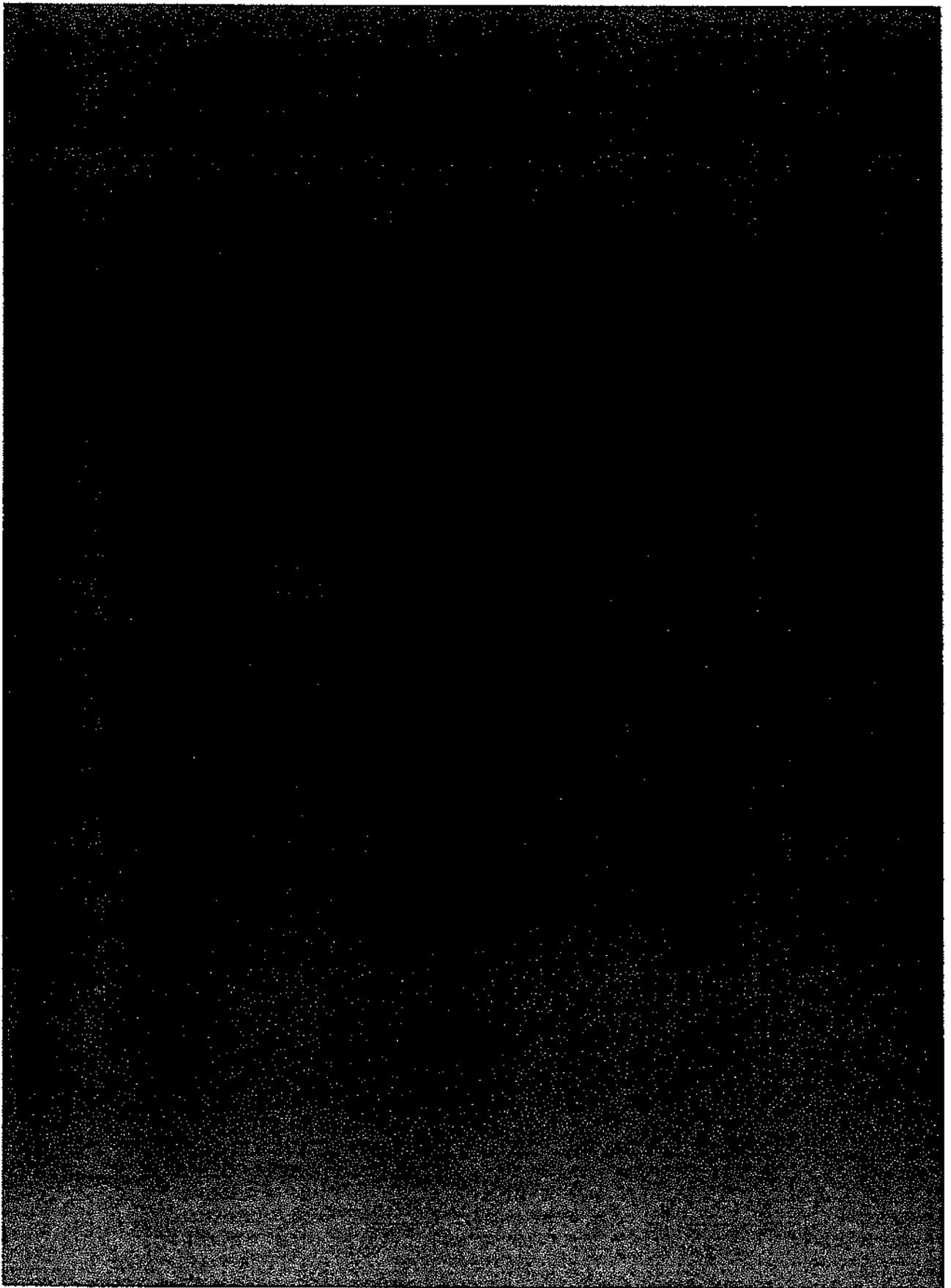
2. **Clinical Programs and Services.** As consideration for the clinical services and programs selected by Client as described in the PDD and this Agreement, Client shall pay to Caremark the fees set forth below:

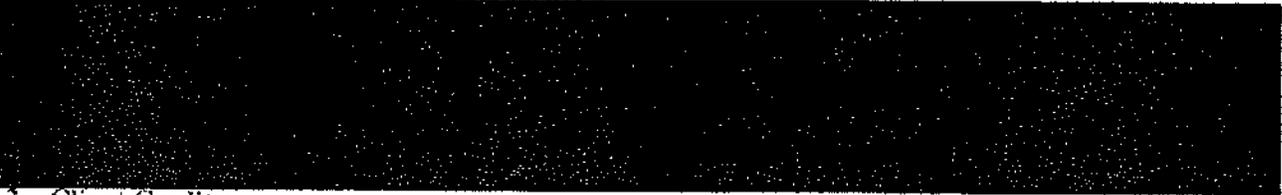
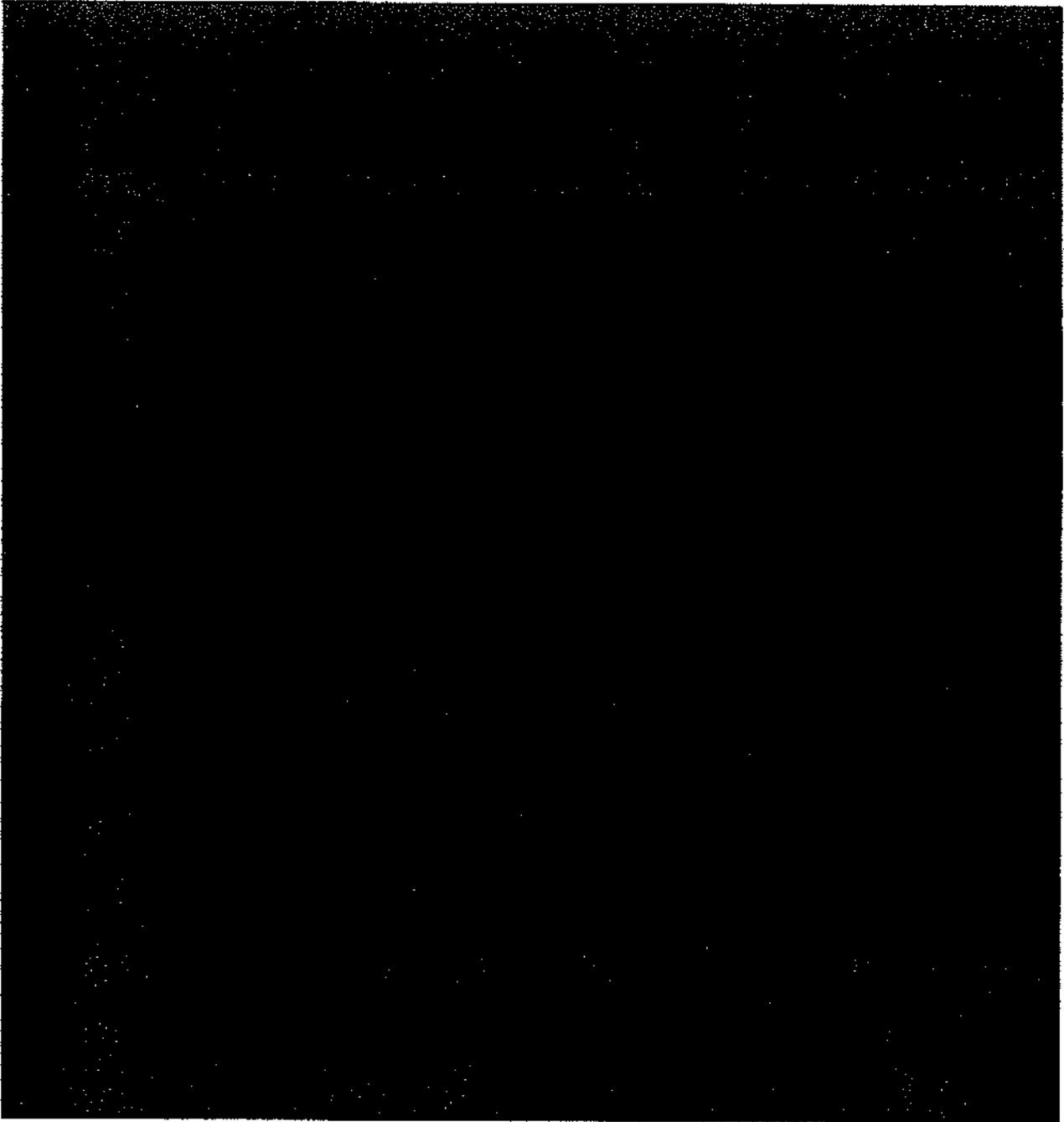
2.1







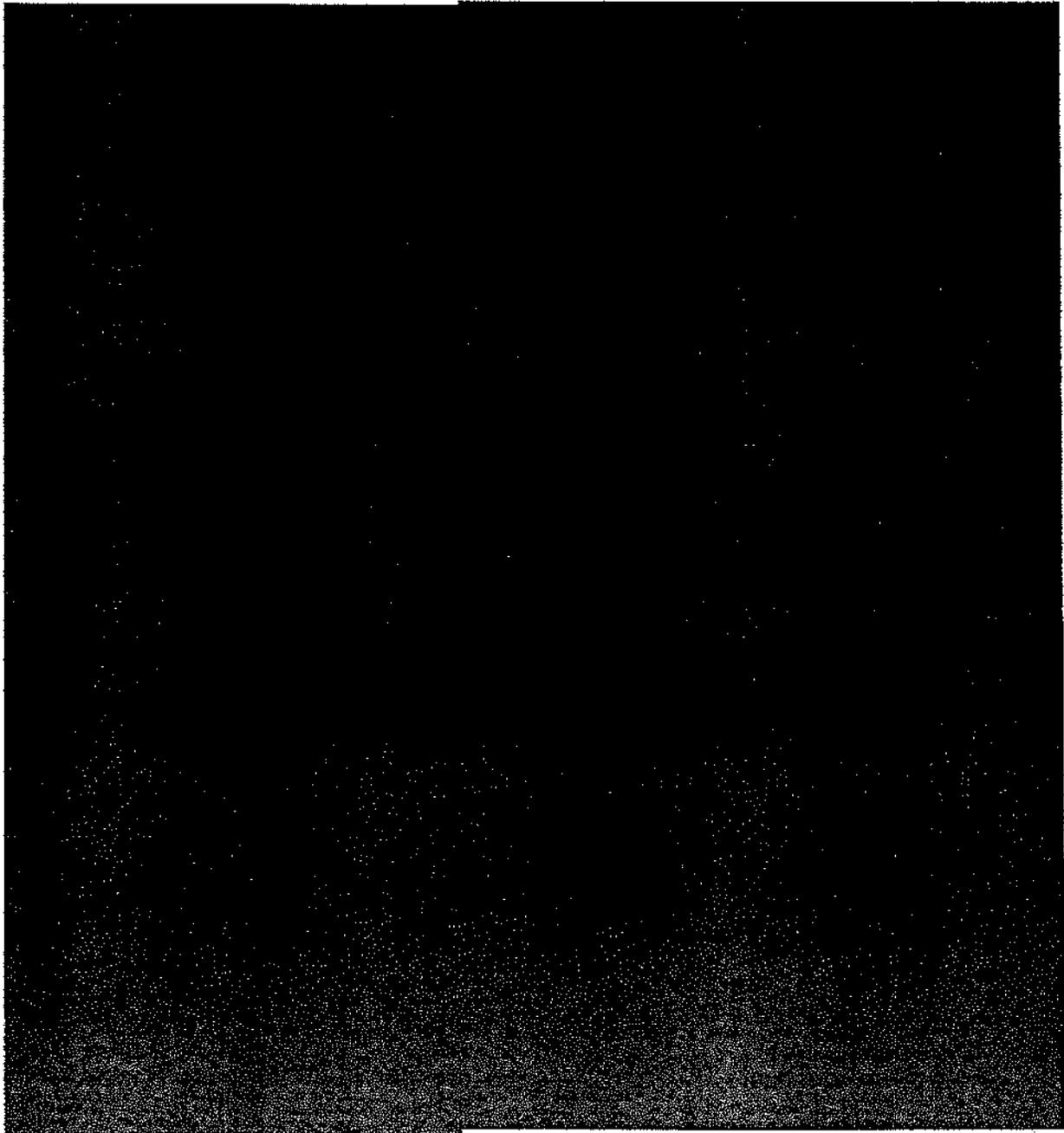




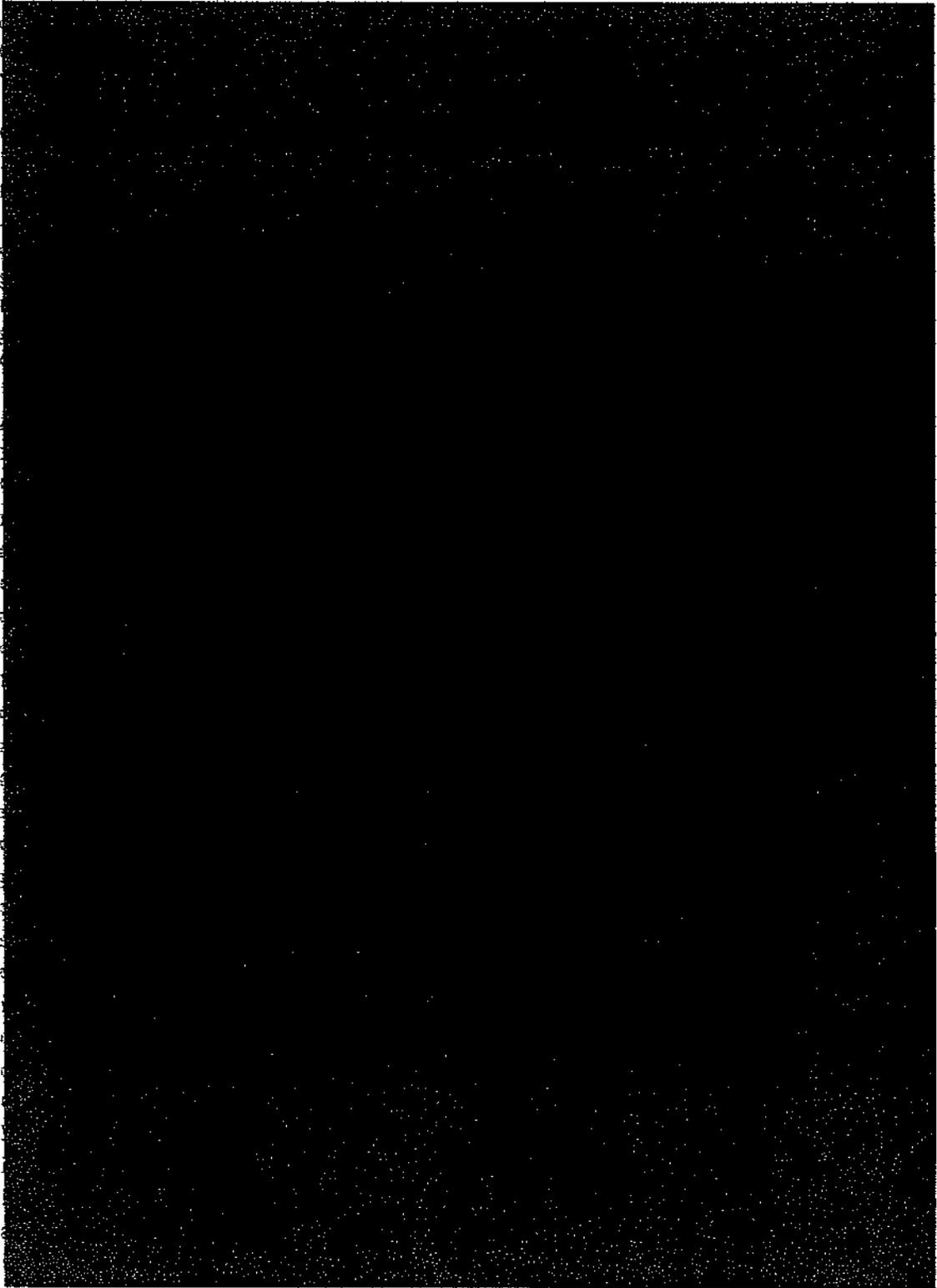
3. Client Credits:

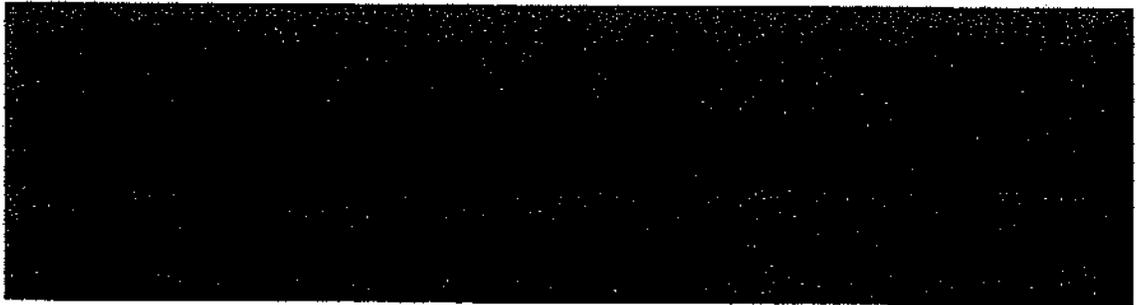
This Section 3 of Exhibit 2 sets forth various rebates and credits to be paid or credited by Caremark to Client (collectively "Client Credits") as identified in Section 1 of this Exhibit 2. It is the intention of the parties that, for purposes of the Federal Anti-Kickback Statute, these Client Credits shall constitute and shall be treated as discounts against the price of drugs within the meaning of 42 U.S.C. 1320a 7b(b)(3)(A). In addition, Client acknowledges and agrees that, as a condition to its right to receive Client Credits from Caremark, all Client Credits received shall be used exclusively for providing benefits to Plan Participants of the Plan and defraying the reasonable expense of administering the Plan.

3.1 Drug Rebates.

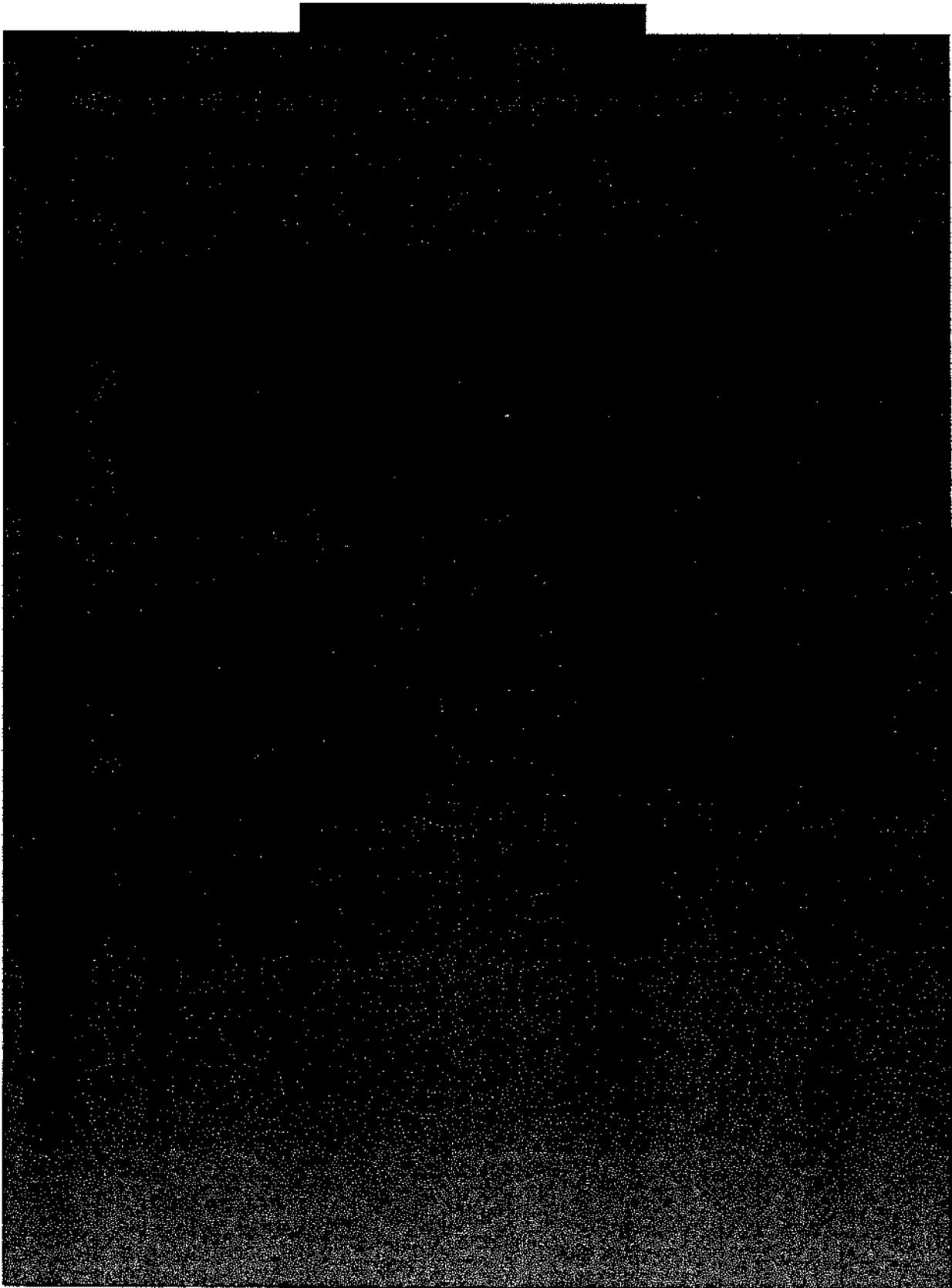


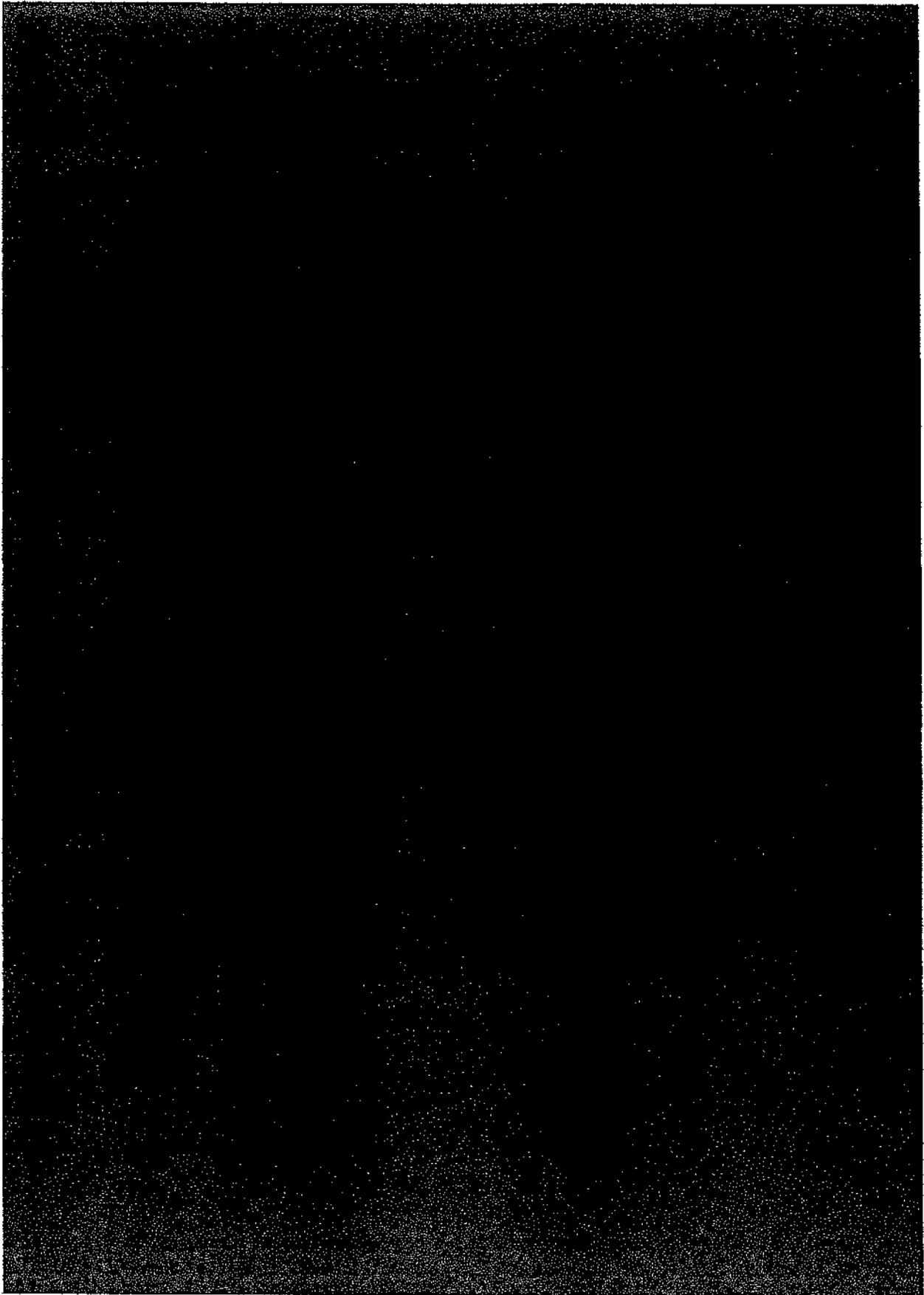
3.2

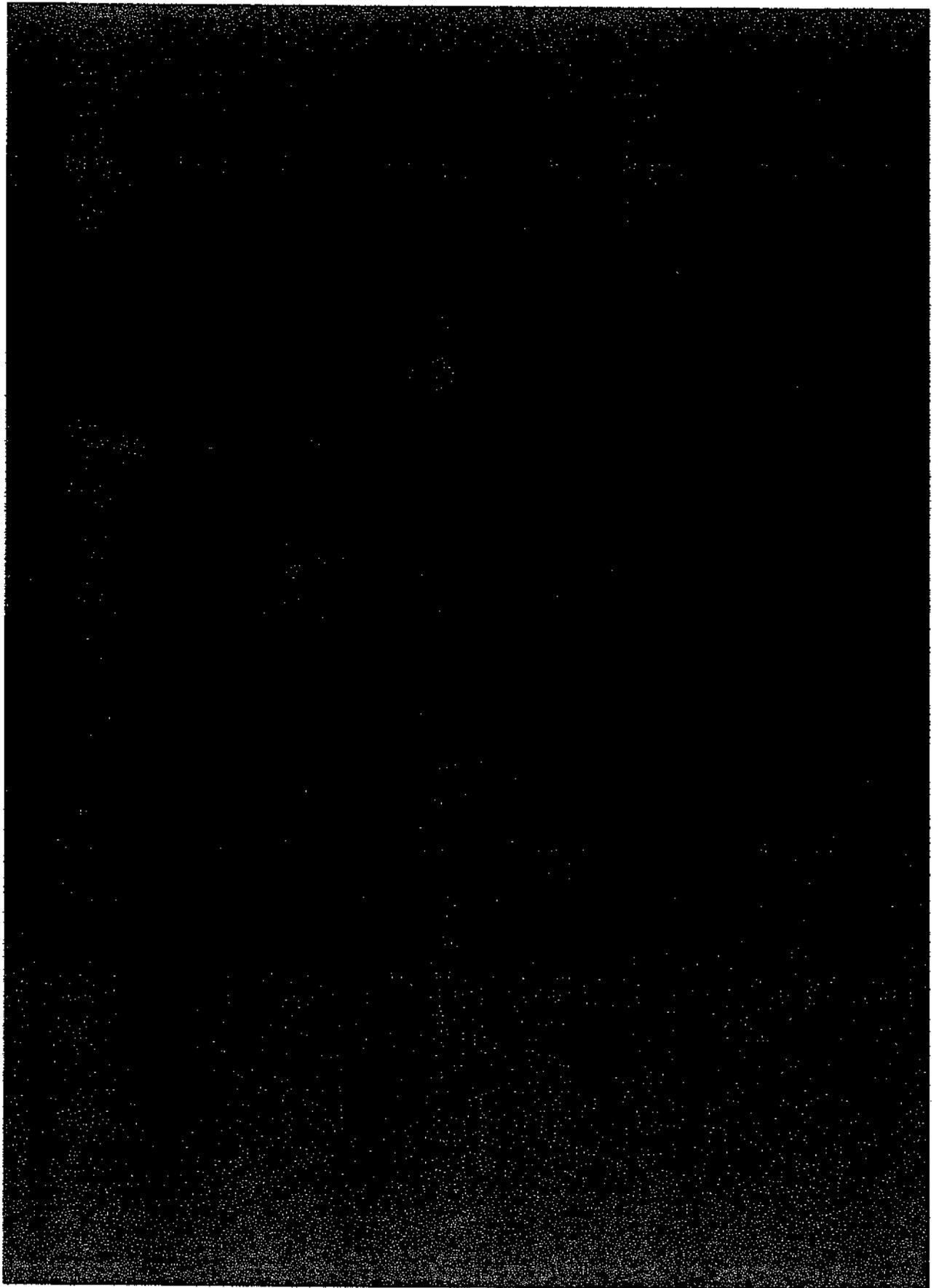


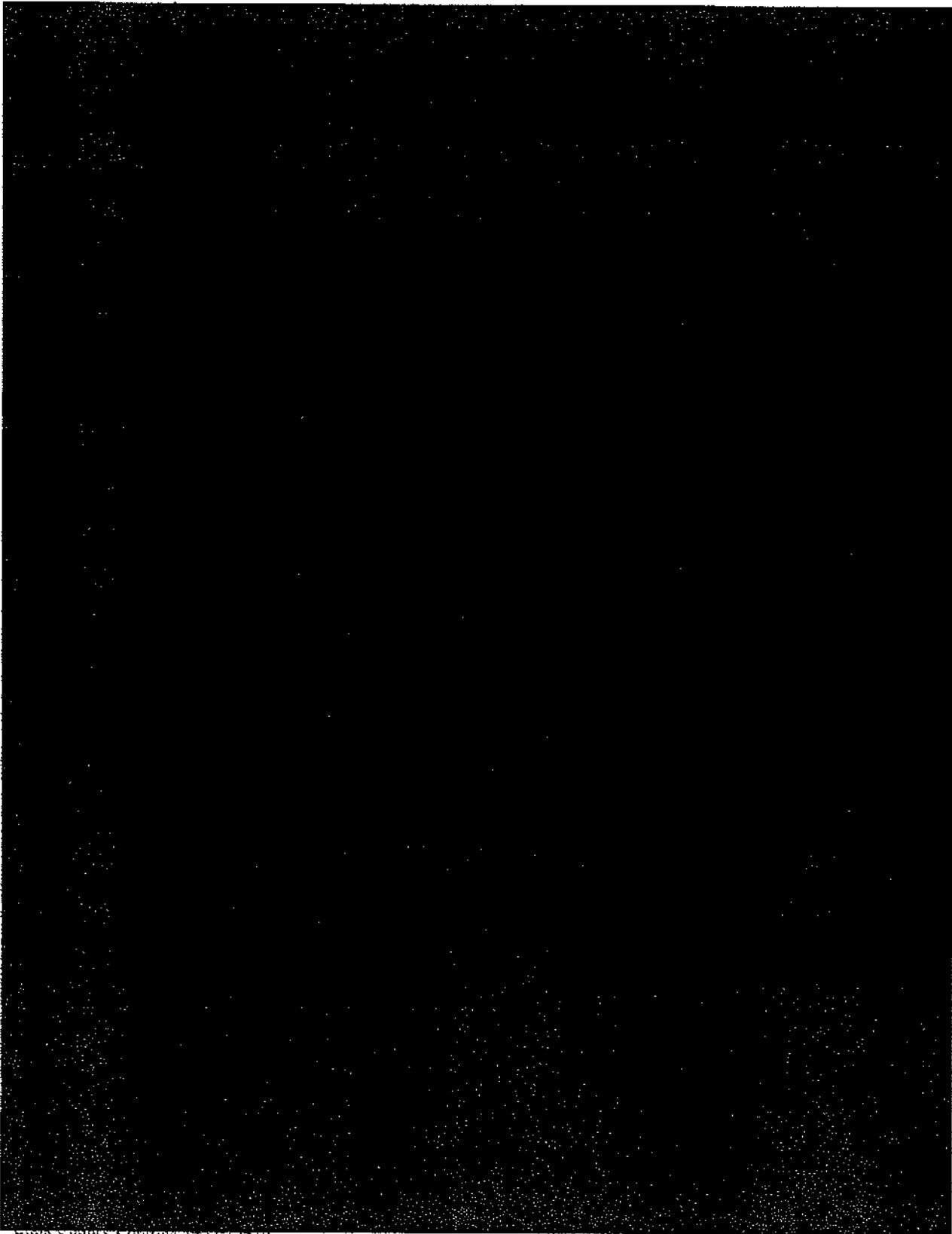


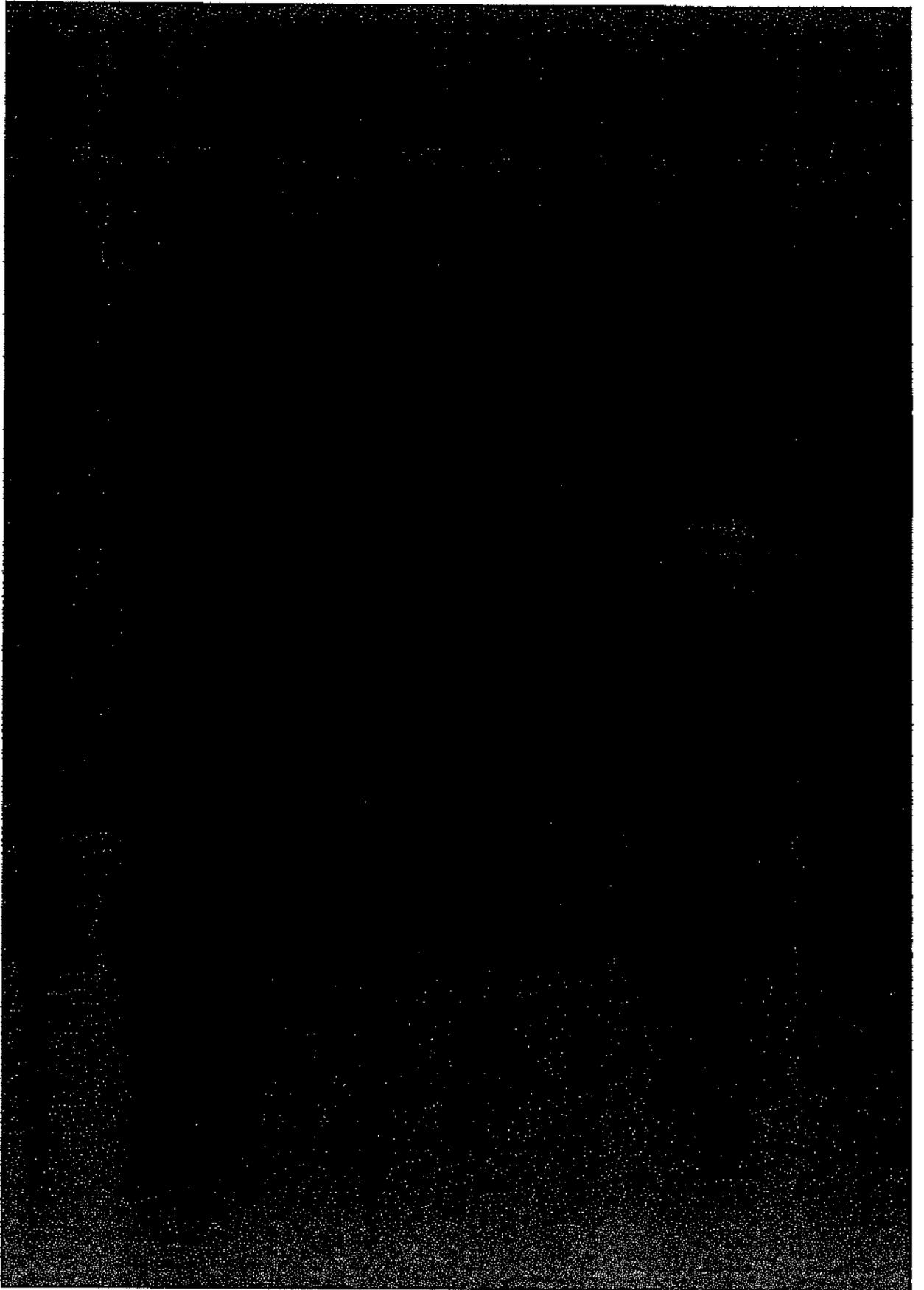
Attachment 1 to Exhibit 2

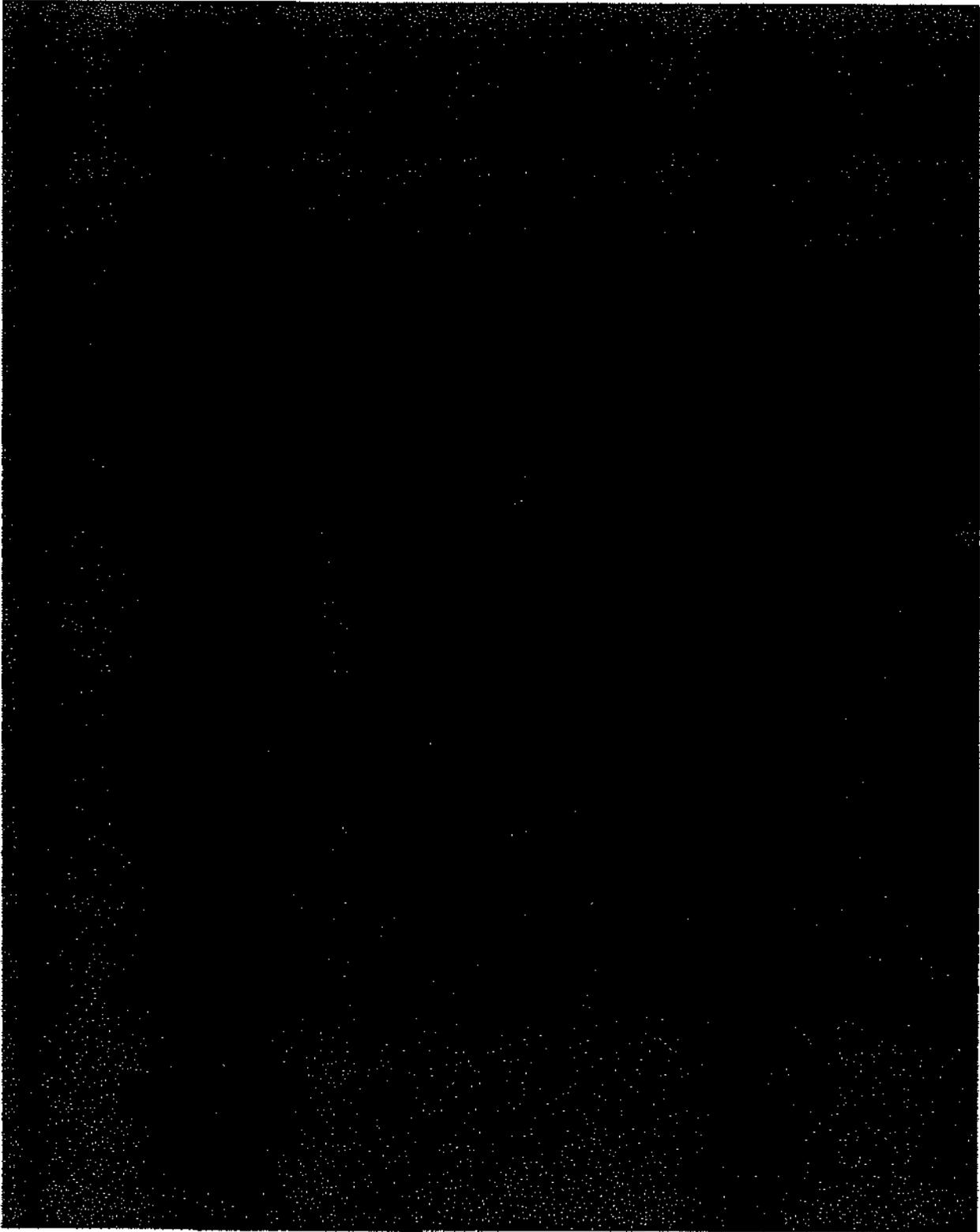


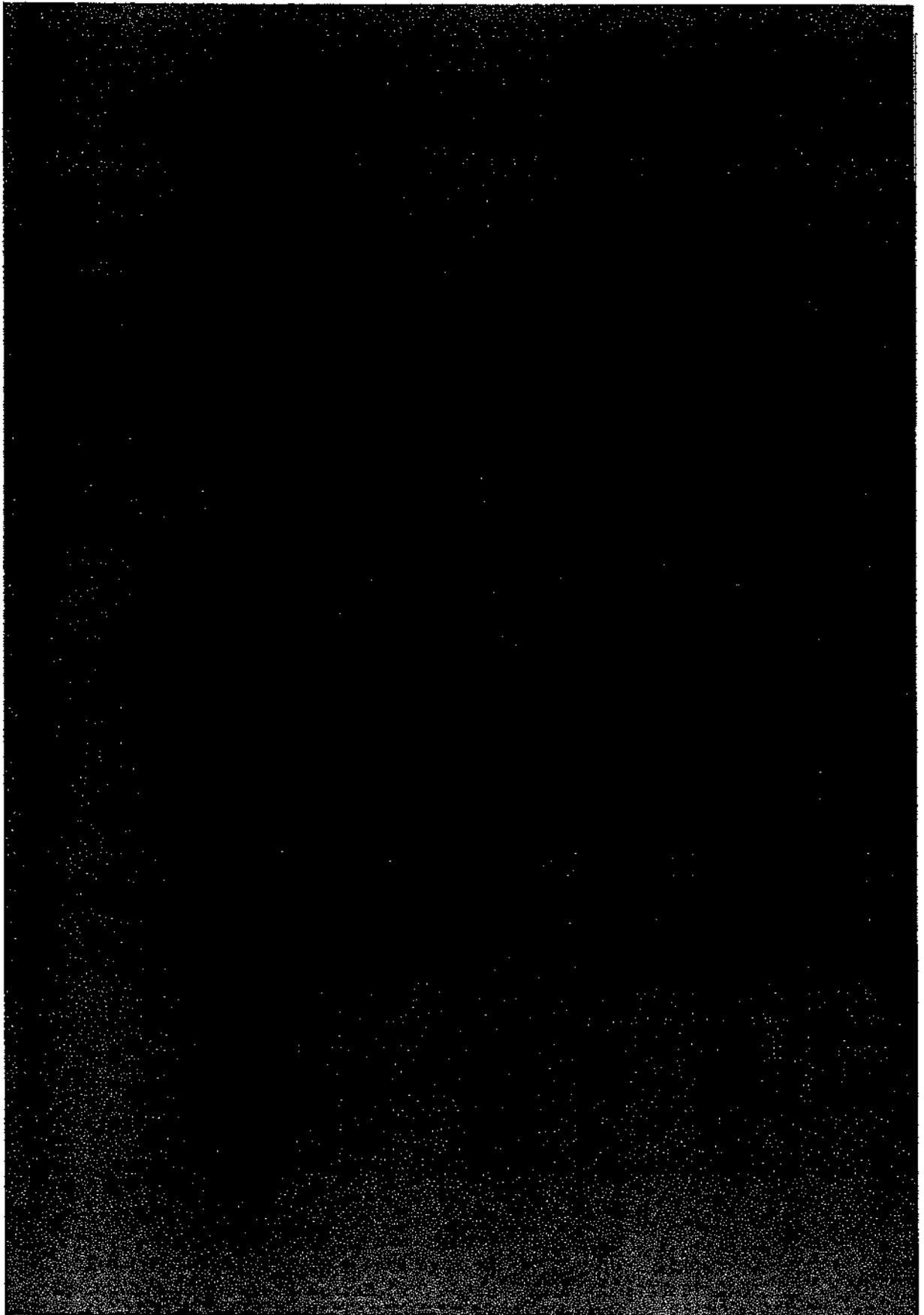


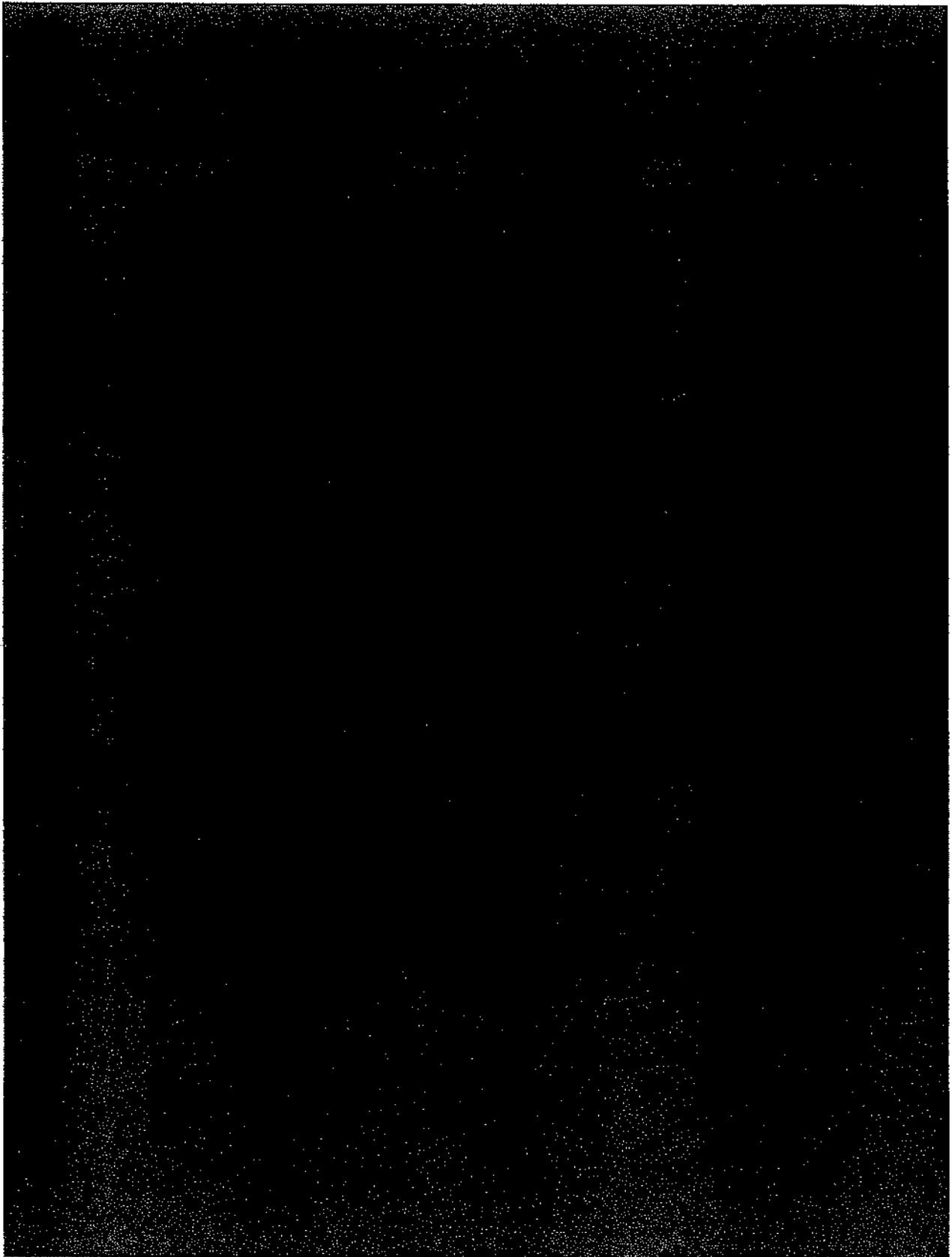


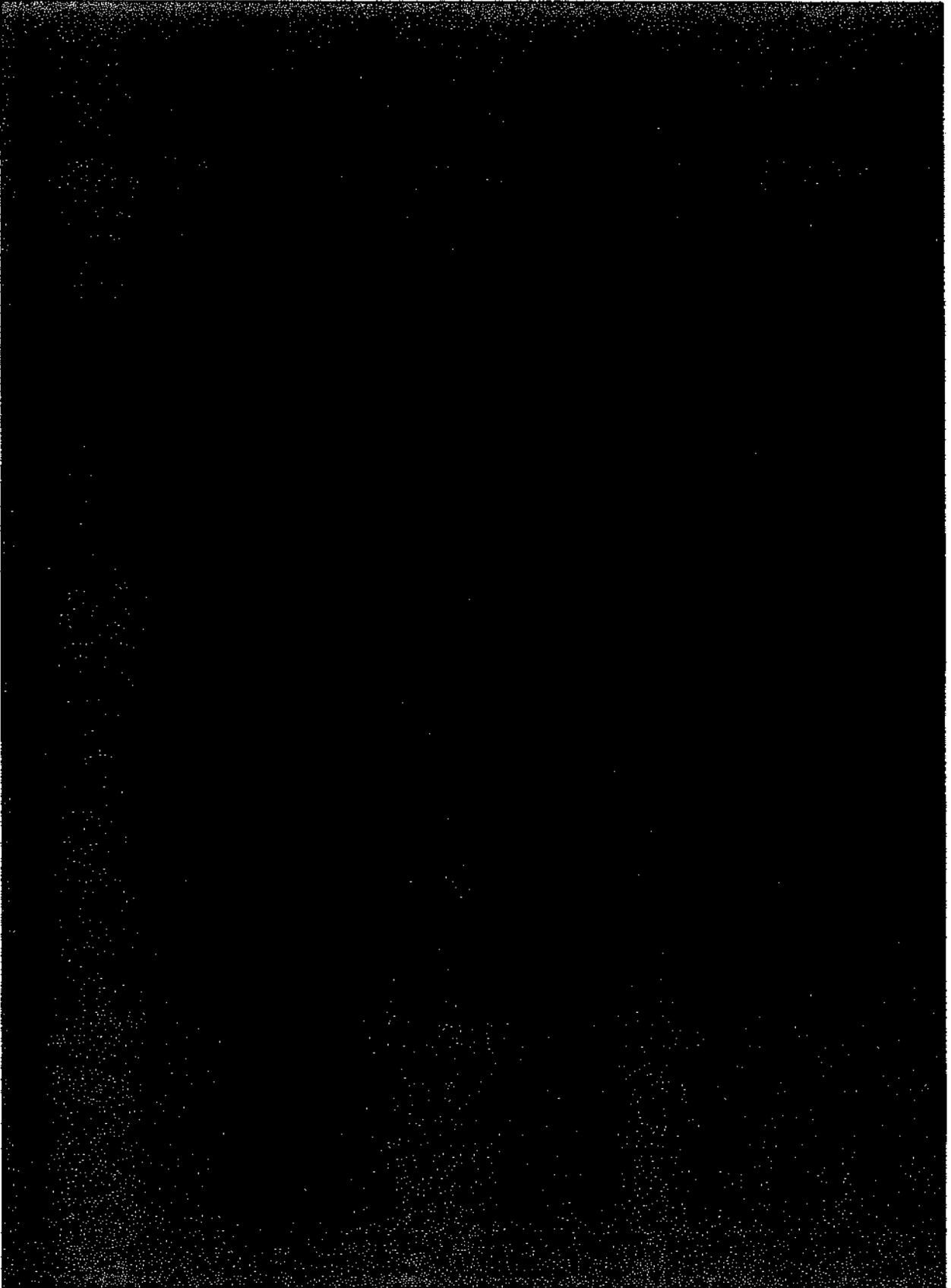


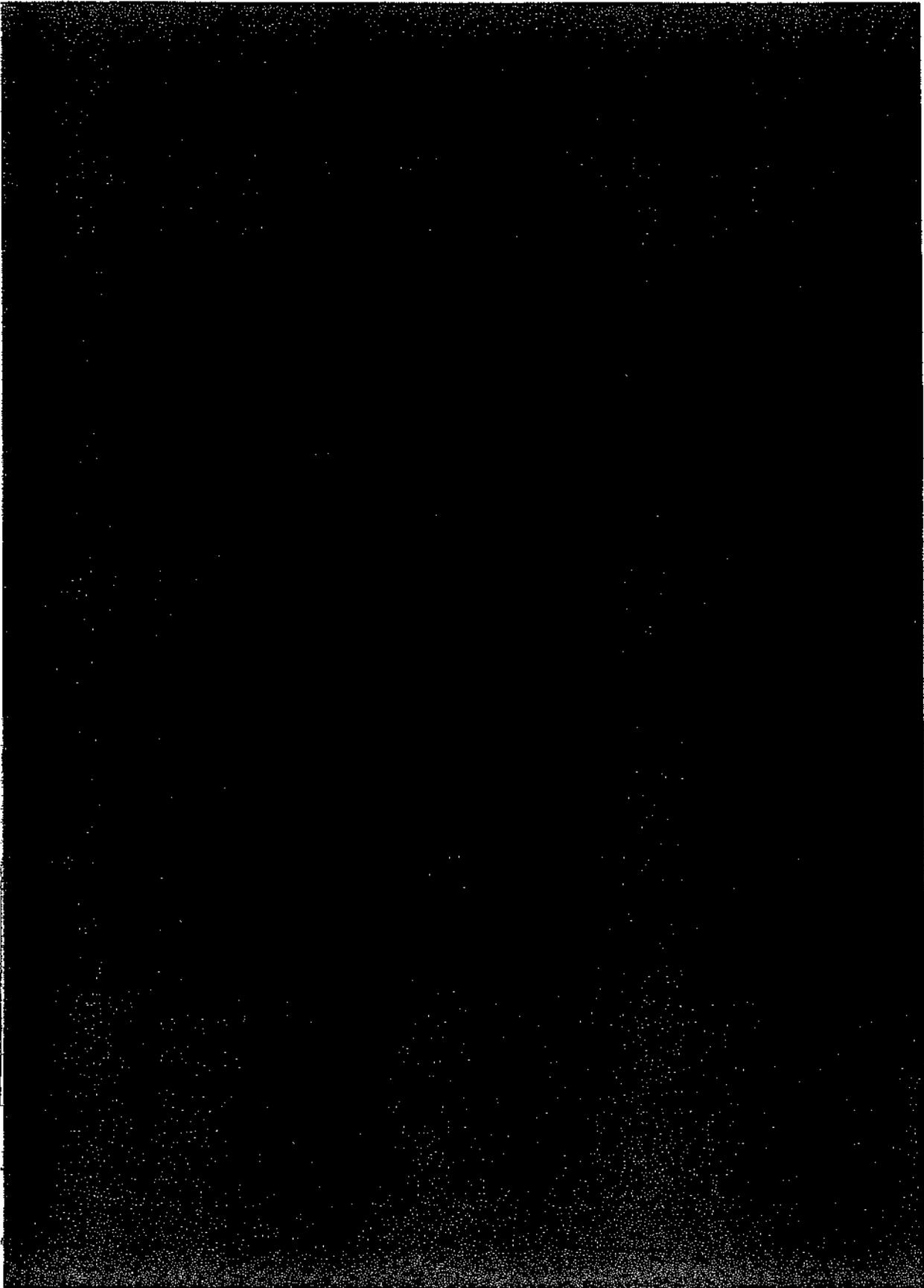












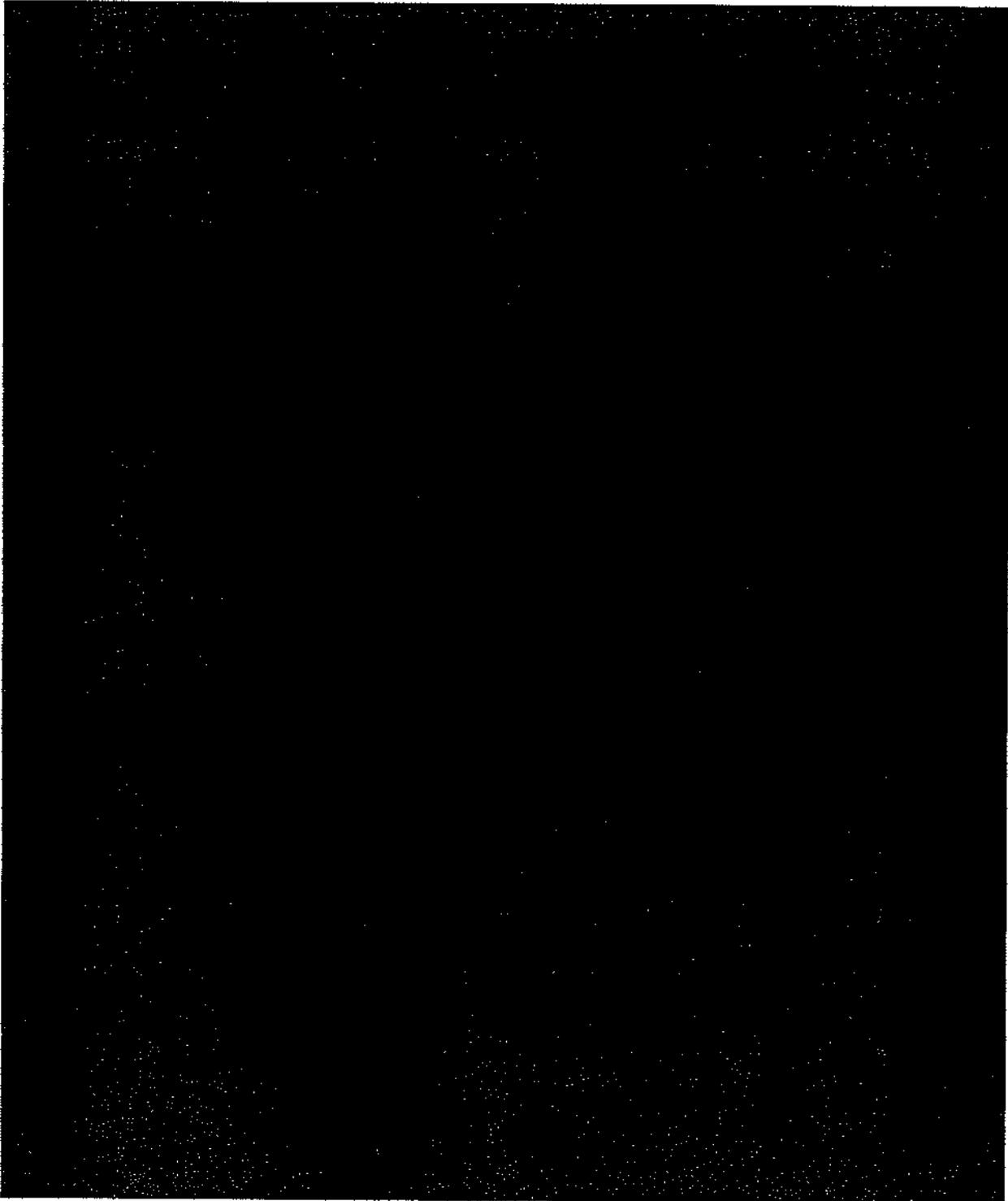


EXHIBIT 3 - EVIDENCE OF INSURANCE

EXHIBIT 4 - BOARD AUTHORIZATION