AMENDMENT NO. 3

This Amendment modifies Contract No 1455-13418 for Pharmacy Benefits Management Services, by and between the County of Cook, Illinois, herein referred to as "County" and CaremarkPCS Health, LLC (Caremark), authorized to do business in the State of Illinois hereinafter referred to as "Contractor":

RECITALS

Whereas, the County and Contractor have entered into a Contract approved by the County Board on November 19, 2014, (hereinafter referred to as the "Contract"), wherein the Contractor is to provide Pharmacy Benefits Management Services (hereinafter referred to as "Services") from December 1, 2014 through November 30, 2017, with two (2) one-year renewal options, in an amount not to exceed $204,727,769.92; and

Whereas, Amendment # 1 was authorized by the Chief Procurement Officer on February 7, 2017 to include additional scope of services to the Contract; and

Whereas, Amendment #2 was authorized by the County Board on October 11, 2017 to renew the contract for twelve (12) months beginning December 1, 2017 through November 30, 2018 and an increase in the amount of $82,000,000.00; and

Whereas, the County and the Contractor desire to update the Pricing Commitment Documents (PCD's) for the continuation of Services; and

Now therefore, in consideration of mutual covenants contained herein, it is agreed by and between the parties to amend the Contract as follows:

1. The attached Pricing Commitment Documents (PCD's) Exhibit A are incorporated and made a part of this contract.

2. All other terms and conditions remain as stated in the Contract.

In witness whereof, the County and Contractor have caused this Amendment No. 3 to be executed on the date and year last written below.

County of Cook, Illinois

By: _____ 20 July 2018
Chief Procurement Officer

By: _____
State's Attorney (if applicable)

Date: 6/25/18

CaremarkPCS Health, LLC

_____
Signed

STEVEN C. SCHAPER
Type or print name

GROUP HEAD, EMPLOYER
Title

Date: 4/9/18

LEGAL MCP REVIEW

EXHIBIT A

PCD Letter of Agreement

December 19, 2017

County of Cook, Illinois
118 N. Clark St., Room 1072
Chicago, IL 60602
Attn: Deanna Zalas, Director of Risk Management

Dear Ms. Zalas:

As you are aware, County of Cook ("Client") and CaremarkPCS Health, L.L.C.; f/k/a/ Caremark, L.L.C. ("Caremark") are parties to a Prescription Benefit Services Agreement dated October 8, 2014 (the "Agreement"). Through this Letter of Agreement ("LOA"), Client has decided to renew the Agreement with Caremark as set forth herein.

Enclosed with this LOA as Exhibit A, are Pricing Commitment Documents ("PCDs"), which terms are incorporated into this LOA. The PCD's reflect the financial offer presented by Caremark during the renewal/RFP process that was accepted by Client. The PCD details your specific pricing and identifies the certain conditions and assumptions made by Caremark in order to offer said terms.

Subject to the conditions of this LOA, the pricing contained in the PCD will have a two (2) year term with an effective date of January 1, 2018 ("Effective Date"), and expiring on December 31, 2019. Notwithstanding anything to the contrary set forth in the PCD or this LOA, in order for Caremark to implement the pricing, this LOA must be signed by Client and returned to Caremark on or before December 15, 2017.

In the event of a conflict between the terms of this LOA and the Agreement, then the terms of this LOA shall prevail. Unless otherwise set forth herein; all non-conflicting terms of the Agreement shall remain in full force and effect. Caremark and Client agree to work together to negotiate an amendment to the Agreement. If Client does not sign an amendment to the Agreement by the Effective Date, Caremark will provide services consistent with Caremark standard service terms and conditions and the Agreement; however, modified consistent with this LOA.

Please evidence your acknowledgment and agreement to the terms of the LOA by signing below and returning the signed LOA, including Exhibit A, via email, fax or regular mail to me. Please keep a copy for your records.

Sincerely,

James F. Hogan

James F. Hogan
Strategic Account Executive
CVS Caremark

On behalf of Client, I acknowledge and agree to the terms set forth in this LOA, including the PCD attached as Exhibit A.

COUNTY OF COOK

_____

Name:_____

Its:_____

Date:_____

EXHIBIT A

Pricing Commitment Document

RETAIL	Traditional
NETWORK	National Network
BRAND DRUG	12/01/2017-12/31/2017: AWP -16.50% 01/01/2018-12/31/2019: AWP -17.50%
GENERIC DRUG	Generic Drug effective rate 12/01/2017-12/31/2017: AWP -78.75% 01/01/2018-12/31/2018: AWP -80.00% 01/01/2019-12/31/2019: AWP -81.00% (MAC & non-MAC combined)
NON-MAC GENERIC DRUGS	12/01/2017-12/31/2017: AWP -16.50% 01/01/2018-12/31/2019: AWP -17.50%
DISPENSING FEE	Brand Drug & Generic Drug 12/01/2017-12/31/2017: $1.00 per Claim 01/01/2018-12/31/2019: $0.60 per Claim
MAIL	
BRAND DRUG	12/01/2017-12/31/2017: AWP -26.70% 01/01/2018-12/31/2019: AWP - 26.70%
GENERIC DRUG	Generic Drug effective rate 12/01/2017-12/31/2017: AWP -83.25% 01/01/2018-12/31/2018: AWP -84.00% 01/01/2019-12/31/2019: AWP -85.00% (MAC & non-MAC combined)
NON-MAC GENERIC DRUGS	01/01/2017-12/31/2017: AWP -26.70% 01/01/2018-12/31/2019: AWP -26.70%
DISPENSING FEE	Brand Drug & Generic Drug $0.00 per Claim
SPECIALTY DRUGS	**EXCLUSIVE (RETAIL LOCKOUT)**
SPECIALTY DRUG AT CAREMARK SPECIALTY	See Specialty Drug Fee Schedule
ADMINISTRATIVE FEES	
ELECTRONIC CLAIM ADMINISTRATION FEE	$0.00 per Claim
MANUAL CLAIMS ADMINISTRATION FEE	$1.50 per Claim
Additional Programs	
Prior Authorization	$5.00 per review

		City of Chicago and Sister Agencies (COC) Rebates					
		(per Brand Drug Claim)					
		Caremark Aligned Formulary with Exclusions					
		Retail 30			Mail/MC		
		12/1/2017-	2018	2019	12/1/2017-	2018	2019

		12/31/2017			12/31/2017		
Opt-In / Traditional Generic Step Therapy	3TQ	$39.00	$128.62	$142.15	$132.69	$265.38	$293.28

City of Chicago and Sister Agencies (COC) Rebates

(per Brand Drug Claim)				
Specialty Drug				
		Advanced Control Specialty Drug Formulary (ACSF)		
		12/1/2017-12/31/2017	**2018**	**2019**
Specialty Drug	3TQ	$145.00	$610.12	$671.83

LIVONGO**	**Two Tier Plan Design, Three Tier Non-Qualifying Plan Design and Three Tier Qualifying Plan Design**
RETAIL	($0.88) per Brand Drug Claim
MAIL	($4.60) per Brand Drug Claim
SPECIALTY DRUG	$0.00 per Brand Drug Claim

**If any Participating Group elects the Livongo strategy, its Rebates will be reduced by the amounts indicated in this table.

This pricing has an effective date of January 1, 2018. In order for Caremark to implement the pricing as set forth above by the effective date, a notification of award must be given one-hundred-twenty (120) days prior to effective date. A legal document must be signed by Client and returned to Caremark by December 15, 2017.

Note: Capitalized terms in the pricing chart above are not intended to reflect defined terms except where specifically noted in the letter of Agreement to which this PCD is attached, or defined in the Agreement.

Caremark will exclude the following from mail and retail discount and dispensing fee guarantees:
- Specialty Drug Claims;
- 340B Claims;
- Compound drug Claims;
- Paper or Plan Participant submitted Claims;
- Coordination of Benefits (COB) or secondary payor Claims;
- Vaccine and vaccine administration Claims;
- Usual & Customary Claims;

Retail network guarantees are measured and reconciled on a component basis at the participating group level.

The proposed retail rates do not necessarily reflect the participating pharmacy contracted rates and Caremark may retain the difference. The retail networks proposed are based on the number of participating pharmacies at the time of the proposal and may vary from time to time.

The participating pharmacy may collect from the Plan Participant the lowest of the discounted cost, applicable Cost Share, or the participating pharmacy's usual and customary price.

This generic pricing program is monitored based on Client's utilization, and prices are adjusted to meet our Client commitments.

Participating group will receive the greater of the aggregate minimum Rebate guarantees quoted herein or 100.00% of total Rebates collected by Caremark in its capacity as a group purchasing organization on behalf of Client, that are attributable to the utilization of Brand Drug prescription drugs by Client's Plan Participants. Manufacturer administrative fees for Services rendered to Caremark in relation to administrative duties in connection with aggregation and invoicing for Rebates are not considered Rebates, and are not part of the minimum Rebate guarantees, and shall be retained by Caremark.

Rebates guarantees assume alignment with the following options and our standard prior authorization/utilization management criteria. Rebate guarantees are also based on allowing up to ninety (90) days' supply at mail, and the Claims utilization mix and volume as provided in the RFP or available at the time of pricing negotiations remaining constant through the Term of the Agreement. Rebate guarantees are paid quarterly for each component and reconciled annually in the aggregate at the participating group level. Rebate guarantees will exclude the Claims noted below; however any Rebate collected by Caremark for such Claims will be passed to the Client in accordance with the Rebate terms described herein:

- 340B Claims
- New to market biosimilar Claims
- Lipid disorders-PCSK9 Claims.

Formulary options:
Alignment with Caremark Performance Drug List – Standard Control

Specialty Drug options:
Alignment with Caremark Advance Control Specialty Drug Formulary™ and are conditioned on (i) Client adoption of our specialty utilization management edits, including prior authorization and quantity edits; and (ii) Client implements and maintains a Generic Drugs first Plan design for Specialty Drug

UM options:
1. Traditional Generic Step Therapy (TGST)
2. Livongo

Two-tier qualifying Plan design consists of an open Plan design with no minimum Cost Share differential between the tiers, but that includes formulary interventions recommended by Caremark.

Three-tier non-qualifying Plan design consists of a Plan design with less than a $15.00 Cost Share or coinsurance differential between preferred and non-preferred Brand Drugs.

Three-tier qualifying Plan design consists of a Plan design with at least a $15.00 Cost Share differential between preferred and non-preferred Brand Drug prescriptions, at least a $15.00 differential in the minimum Cost Share for coinsurance, or a differential of coinsurance 1.5 times or 50 percentage points between the preferred and non-preferred Brand Drug (for example, if preferred Brand Drug coinsurance was 20%, non-preferred Brand Drug would need to be 30% to qualify).

This Generic Drug pricing program is monitored based on Client's utilization, and prices are adjusted to meet our Client commitments.

Administrative Credit

Caremark shall provide Client with an annual Administrative Credit in the amount of up to $3.15 per employee per year which shall constitute an additional discount off the purchase price of drugs dispensed under this Agreement. This Administrative Credit will be paid to Client as a credit, which will be applied to Client's monthly invoices. Caremark shall provide a payment of mutually agreed upon Administrative Credit relating to expenses incurred by Client in connection with the administration of Client's prescription benefit Plan, provided that such expenses: (i) shall not exceed $3.15 per employee for year; and (ii) Client shall be responsible for all expenses in excess of this amount. Examples of appropriate expenses include costs of newly implemented clinical programs, customized Plan Participant identification cards, postage expense for direct mail of identification cards, other communication materials to Plan Participants, web related customization/changes, data fees charged by other vendors, special programming required by Client to provide data to Caremark and consulting fees and audit costs. For those eligible expenses directly incurred by Client, Client shall provide Caremark with documentation of such expenses actually incurred in the form of an invoice, an account statement, or other detailed documentation. Expenses applied to this Administrative Credit shall not exceed fair market value of such expenses. In addition, Client acknowledges and agrees that, as a condition to its right to receive this credit from Caremark, this credit received shall be used exclusively for providing benefits to Plan Participants of the Plan and defraying the reasonable expense of administering the Plan. If Client terminates this Agreement prior to June 30, 2018, for any reason (other than Caremark's breach) or if Caremark terminates this Agreement as a result of Client's breach, Client shall refund to Caremark an amount equal to the pro rata portion (based on the remaining length of the initial contract term) of the expenses reimbursed by Client under this Administrative Credit. It is the intention of the parties that, for purposes of the Federal Anti-Kickback Statute, this credit 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).

Invoicing and Payment

Invoicing - Caremark shall invoice Client in accordance with the terms of the Agreement on the following schedule:

Claims: Caremark shall issue Client an invoice for prescription Claims bi-weekly.

Service Fees: Caremark shall issue Client an invoice for all other services monthly.

Payment - Subject to the terms of the Agreement, Client shall pay Caremark all invoiced amounts for Claims and service fees within fifteen (15) days after Client receives an invoice from Caremark.

Termination Rights

Subject to the terms of the Agreement, either party may terminate the Agreement without cause, with one-hundred-eighty (180) days' prior written notice.

This document is a summary of Caremark's offer, and is not intended to be all-inclusive. Other standard Caremark terms, conditions and pricing may apply. Specific Agreement language will be provided upon request. Shipping fees and/or postage may be increased if Caremark's third party carrier increases its charges to Caremark.

The financial provisions in the offer are based upon information provided by Client (or Client's authorized representative) during the pricing request process. Upon thirty (30) days prior written notice to Client, Caremark reserves the right to modify or amend the financial provisions in the offer in a manner designed to account for the impact of events identified below. Such notice will include Caremark's explanation of the manner in which the modification accounts for the impact of the event:

- Change in the scope of Services to be performed by Caremark including, but not limited to: retail networks, mail Service, formulary management or Rebate administration, customer care Services, or Specialty Drug pharmacy Services;

- Material change in total Plan Participants or Claims volume;

- Change in proportion of Plan Participants or Claims attributed to Medicare Part D programs, Health Exchanges, or consumer driven high deductible plans, regardless of total Plan Participants or Claims volume;

- Modification of Client's benefit design, including changes to the Plan's ninety (90) days' supply incentives, retail network composition, formulary program selection, PDL alignment, clinical programs, utilization management, or step therapy edits;

- Any government imposed or industry-wide change, including any prohibition or restriction on Caremark's ability to receive Rebates or discounts from pharmaceutical manufacturers; changes to methodology, availability, or publication of AWP; changes to tax laws; or changes in CMS guidelines for government regulated programs, if applicable;

- Client's failure to implement, maintain, or satisfy by the terms and conditions as described in the Agreement and/or the Pricing Commitment Document.

By accepting this proposed pricing for review, Client acknowledges and agrees that the information included is confidential, proprietary and trade secret to Caremark and will agree to protect the information from disclosure.

CITY OF CHICAGO AND SISTER AGENCIES (COC)
SPECIALTY DRUG FEE SCHEDULE

SPECIALTY FEE SCHEDULE: CITY OF CHICAGO AND SISTER AGENCIES (COC)		Exclusive (Year 1)	
Drug Therapy	Drug Name	AWP Discount	Notes
Acromegaly	OCTREOTIDE	18.00%	
Acromegaly	SANDOSTATIN	18.00%	
Acromegaly	SOMATULINE	18.00%	
Acromegaly	SOMAVERT	18.00%	
Alcohol Dependency	VIVITROL	18.00%	
Allergen Immunotherapy	ORALAIR	18.00%	
Allergic Asthma	CINQAIR	18.00%	
Allergic Asthma	NUCALA	18.00%	
Allergic Asthma	XOLAIR	18.00%	
Alpha-1 Antitrypsin Deficiency	ARALAST NP	18.00%	***
Alpha-1 Antitrypsin Deficiency	GLASSIA	18.00%	***
Alpha-1 Antitrypsin Deficiency	ZEMAIRA	18.00%	***
Anemia	ARANESP	18.00%	
Anemia	EPOGEN	18.00%	
Anemia	PROCRIT	18.00%	
Botulinum Toxins	BOTOX	18.00%	
Botulinum Toxins	DYSPORT	18.00%	
Botulinum Toxins	MYOBLOC	18.00%	
Botulinum Toxins	XEOMIN	18.00%	
Cardiac Disorders	DOFETILIDE	18.00%	
Cardiac Disorders	TIKOSYN	18.00%	
Coagulation Disorders	CEPROTIN	18.00%	
Contraceptives	IMPLANON	18.00%	
Contraceptives	KYLEENA	18.00%	
Contraceptives	MIRENA	18.00%	
Contraceptives	NEXPLANON	18.00%	
Contraceptives	SKYLA	18.00%	
Cryopyrin Associated Periodic Syndromes	ARCALYST	18.00%	
Cryopyrin Associated Periodic Syndromes	ILARIS	18.00%	
Cystic Fibrosis	BETHKIS	18.00%	
Cystic Fibrosis	KALYDECO	18.00%	
Cystic Fibrosis	KITABIS PAK	18.00%	
Cystic Fibrosis	ORKAMBI	18.00%	
Cystic Fibrosis	PULMOZYME	18.00%	
Cystic Fibrosis	TOBI	18.00%	

Cystic Fibrosis	TOBI PODHALER	18.00%	
Cystic Fibrosis	TOBRAMYCIN	18.00%	
Dupuytren's Contracture	XIAFLEX	18.00%	
Electrolyte Disorders	SAMSCA	18.00%	
Gastrointestinal	GATTEX	18.00%	
Gastrointestinal	SOLESTA	18.00%	
Gout	KRYSTEXXA	18.00%	
Growth Hormone	GENOTROPIN	18.00%	
Growth Hormone	HUMATROPE	18.00%	
Growth Hormone	INCRELEX	18.00%	
Growth Hormone	NORDITROPIN	18.00%	
Growth Hormone	NUTROPIN	18.00%	
Growth Hormone	OMNITROPE	18.00%	
Growth Hormone	SAIZEN	18.00%	
Growth Hormone	SEROSTIM	18.00%	
Growth Hormone	TEV-TROPIN	18.00%	
Growth Hormone	ZOMACTON	18.00%	
Growth Hormone	ZORBTIVE	18.00%	
Hematopoietics	MOZOBIL	18.00%	
Hematopoietics	NEUMEGA	18.00%	
Hemophilia	ADVATE	18.00%	
Hemophilia	ADYNOVATE	18.00%	
Hemophilia	ALPHANATE	18.00%	
Hemophilia	ALPHANINE SD	18.00%	
Hemophilia	ALPROLIX	18.00%	
Hemophilia	BEBULIN	18.00%	
Hemophilia	BENEFIX	18.00%	
Hemophilia	CORIFACT	18.00%	
Hemophilia	ELOCTATE	18.00%	
Hemophilia	FEIBA	18.00%	
Hemophilia	HELIXATE	18.00%	
Hemophilia	HEMOFIL M	18.00%	
Hemophilia	HUMATE-P	18.00%	
Hemophilia	IDELVION	18.00%	
Hemophilia	IXINITY	18.00%	
Hemophilia	KOATE	18.00%	
Hemophilia	KOGENATE	18.00%	
Hemophilia	KOVALTRY	18.00%	
Hemophilia	MONOCLATE	18.00%	
Hemophilia	MONONINE	18.00%	
Hemophilia	NOVOEIGHT	18.00%	

Hemophilia	NOVOSEVEN RT	18.00%	
Hemophilia	NUWIQ	18.00%	
Hemophilia	OBIZUR	18.00%	
Hemophilia	PROFILNINE SD	18.00%	
Hemophilia	RECOMBINATE	18.00%	
Hemophilia	REFACTO	18.00%	
Hemophilia	RIASTAP	18.00%	
Hemophilia	RIXUBIS	18.00%	
Hemophilia	STIMATE	18.00%	
Hemophilia	TRETTEN	18.00%	
Hemophilia	WILATE	18.00%	
Hemophilia	XYNTHA	18.00%	
Hepatitis B	ADEFOVIR DIPIVOXIL	18.00%	
Hepatitis B	BARACLUDE	18.00%	
Hepatitis B	ENTECAVIR	18.00%	
Hepatitis B	EPIVIR HBV	18.00%	
Hepatitis B	HEPSERA	18.00%	
Hepatitis B	LAMIVUDINE_HEPB	18.00%	
Hepatitis B	TYZEKA	18.00%	
Hepatitis B	VEMLIDY	18.00%	
Hepatitis C	COPEGUS	18.00%	
Hepatitis C	DAKLINZA	18.00%	
Hepatitis C	HARVONI	18.00%	
Hepatitis C	INCIVEK	18.00%	
Hepatitis C	INFERGEN	18.00%	
Hepatitis C	OLYSIO	18.00%	
Hepatitis C	PEGASYS	18.00%	
Hepatitis C	PEG-INTRON	18.00%	
Hepatitis C	REBETOL	18.00%	
Hepatitis C	RIBAPAK	18.00%	
Hepatitis C	RIBASPHERE	18.00%	
Hepatitis C	RIBAVIRIN	18.00%	
Hepatitis C	SOVALDI	18.00%	
Hepatitis C	TECHNIVIE	18.00%	
Hepatitis C	VICTRELIS	18.00%	
Hepatitis C	VIEKIRA PAK	18.00%	
Hepatitis C	ZEPATIER	18.00%	
Hereditary Angioedema	BERINERT	18.00%	
Hereditary Angioedema	CINRYZE	18.00%	
Hereditary Angioedema	FIRAZYR	18.00%	
Hereditary Angioedema	KALBITOR	18.00%	

Hereditary Angioedema	RUCONEST	18.00%	
HIV	ABACAVIR	18.00%	
HIV	ABACAVIR SULFATE-LAMIVUDINE	18.00%	
HIV	APTIVUS	18.00%	
HIV	ATRIPLA	18.00%	
HIV	COMBIVIR	18.00%	
HIV	COMPLERA	18.00%	
HIV	CRIXIVAN	18.00%	
HIV	DESCOVY	18.00%	
HIV	DIDANOSINE	18.00%	
HIV	EDURANT	18.00%	
HIV	EGRIFTA	18.00%	
HIV	EMTRIVA	18.00%	
HIV	EPIVIR	18.00%	
HIV	EPZICOM	18.00%	
HIV	EVOTAZ	18.00%	
HIV	FUZEON	18.00%	
HIV	GENVOYA	18.00%	
HIV	INTELENCE	18.00%	
HIV	INVIRASE	18.00%	
HIV	ISENTRESS	18.00%	
HIV	KALETRA	18.00%	
HIV	LAMIVUDINE/ZIDOVUDINE	18.00%	
HIV	LAMIVUDINE HIV	18.00%	
HIV	LEXIVA	18.00%	
HIV	NEVIRAPINE	18.00%	
HIV	NORVIR	18.00%	
HIV	ODEFSEY	18.00%	
HIV	PREZCOBIX	18.00%	
HIV	PREZISTA	18.00%	
HIV	RESCRIPTOR	18.00%	
HIV	RETROVIR	18.00%	
HIV	REYATAZ	18.00%	
HIV	SELZENTRY	18.00%	
HIV	STAVUDINE	18.00%	
HIV	STRIBILD	18.00%	
HIV	SUSTIVA	18.00%	
HIV	TIVICAY	18.00%	
HIV	TRIUMEQ	18.00%	
HIV	TRIZIVIR	18.00%	
HIV	TRUVADA	18.00%	

HIV	TYBOST	18.00%	
HIV	VIDEX	18.00%	
HIV	VIRACEPT	18.00%	
HIV	VIRAMUNE	18.00%	
HIV	VIRAMUNE XR	18.00%	
HIV	VIREAD	18.00%	
HIV	VITEKTA	18.00%	
HIV	ZERIT	18.00%	
HIV	ZIAGEN	18.00%	
HIV	ZIDOVUDINE	18.00%	
Hormonal Therapies	AVEED	18.00%	
Hormonal Therapies	ELIGARD	18.00%	
Hormonal Therapies	FIRMAGON	18.00%	
Hormonal Therapies	LEUPROLIDE ACETATE	18.00%	
Hormonal Therapies	LUPANETA PACK	18.00%	
Hormonal Therapies	LUPRON DEPOT	18.00%	
Hormonal Therapies	NATPARA	18.00%	
Hormonal Therapies	SUPPRELIN	18.00%	
Hormonal Therapies	TRELSTAR	18.00%	
Hormonal Therapies	VANTAS	18.00%	
Hormonal Therapies	ZOLADEX	18.00%	
I.V.I.G.	BIVIGAM	18.00%	
I.V.I.G.	CARIMUNE	18.00%	
I.V.I.G.	CYTOGAM	18.00%	
I.V.I.G.	FLEBOGAMMA	18.00%	
I.V.I.G.	GAMASTAN S/D	18.00%	
I.V.I.G.	GAMMAGARD	18.00%	
I.V.I.G.	GAMMAGARD LIQUID	18.00%	
I.V.I.G.	GAMMAKED	18.00%	
I.V.I.G.	GAMMAPLEX	18.00%	
I.V.I.G.	GAMUNEX	18.00%	
I.V.I.G.	HEPAGAM B	18.00%	
I.V.I.G.	HIZENTRA	18.00%	
I.V.I.G.	HYPERHEP B	18.00%	
I.V.I.G.	HYPERRHO S/D	18.00%	
I.V.I.G.	HYQVIA	18.00%	
I.V.I.G.	MICRHOGAM	18.00%	
I.V.I.G.	NABI-HB	18.00%	
I.V.I.G.	OCTAGAM	18.00%	
I.V.I.G.	PRIVIGEN	18.00%	
I.V.I.G.	RHOGAM	18.00%	

I.V.I.G.	RHOPHYLAC	18.00%	
I.V.I.G.	VARIZIG	18.00%	
I.V.I.G.	WINRHO	18.00%	
Idiopathic Thrombocytopenic Purpura	NPLATE	18.00%	
Idiopathic Thrombocytopenic Purpura	PROMACTA	18.00%	
Infectious Disease	ACTIMMUNE	18.00%	
Infectious Disease	ALFERON N	18.00%	
Infertility	BRAVELLE	18.00%	
Infertility	CETROTIDE	18.00%	
Infertility	CHORIONIC GONADOTROPIN	18.00%	
Infertility	FOLLISTIM AQ	18.00%	
Infertility	GANIRELIX ACETATE	18.00%	
Infertility	GONAL-F	18.00%	
Infertility	MENOPUR	18.00%	
Infertility	NOVAREL	18.00%	
Infertility	OVIDREL	18.00%	
Infertility	PREGNYL	18.00%	
Infertility	REPRONEX	18.00%	
Inflammatory Bowel Disease	CIMZIA	18.00%	
Inflammatory Bowel Disease	ENTYVIO	18.00%	
Iron Overload	DEFEROXAMINE	18.00%	
Iron Overload	DESFERAL	18.00%	
Iron Overload	EXJADE	18.00%	
Iron Overload	JADENU	18.00%	
Lipid Disorder	KYNAMRO	18.00%	
Lipid Disorders - PCSK9 Inhibitors	PRALUENT	18.00%	
Lipid Disorders - PCSK9 Inhibitors	REPATHA	18.00%	
Lipid Disorders - PCSK9 Inhibitors	VENCLEXTA	18.00%	
Lysosomal Storage Diseases	ALDURAZYME	18.00%	***
Lysosomal Storage Diseases	CERDELGA	18.00%	
Lysosomal Storage Diseases	CEREDASE	18.00%	***
Lysosomal Storage Diseases	CEREZYME	18.00%	***
Lysosomal Storage Diseases	CYSTAGON	18.00%	
Lysosomal Storage Diseases	ELAPRASE	18.00%	***
Lysosomal Storage Diseases	FABRAZYME	18.00%	***
Lysosomal Storage Diseases	LUMIZYME	18.00%	***
Lysosomal Storage Diseases	MYOZYME	18.00%	***
Lysosomal Storage Diseases	NAGLAZYME	18.00%	***
Lysosomal Storage Diseases	VIMIZIM	18.00%	***
Lysosomal Storage Diseases	VPRIV	18.00%	***
Migraine	ZECUITY	18.00%	

Movement Disorders	APOKYN	18.00%	
Movement Disorders	NORTHERA	18.00%	
Movement Disorders	NUPLAZID	18.00%	
Movement Disorders	TETRABENAZINE	18.00%	
Movement Disorders	XENAZINE	18.00%	
Multiple Sclerosis	AMPYRA	18.00%	
Multiple Sclerosis	AUBAGIO	18.00%	
Multiple Sclerosis	AVONEX	18.00%	
Multiple Sclerosis	BETASERON	18.00%	
Multiple Sclerosis	COPAXONE 20	18.00%	
Multiple Sclerosis	COPAXONE 40	18.00%	
Multiple Sclerosis	EXTAVIA	18.00%	
Multiple Sclerosis	GILENYA	18.00%	
Multiple Sclerosis	GLATOPA	18.00%	
Multiple Sclerosis	LEMTRADA	18.00%	
Multiple Sclerosis	MITOXANTRONE	18.00%	
Multiple Sclerosis	PLEGRIDY	18.00%	
Multiple Sclerosis	REBIF	18.00%	
Multiple Sclerosis	TECFIDERA	18.00%	
Multiple Sclerosis	TYSABRI	18.00%	
Neutropenia	GRANIX	18.00%	
Neutropenia	LEUKINE	18.00%	
Neutropenia	NEULASTA	18.00%	
Neutropenia	NEUPOGEN	18.00%	
Neutropenia	ZARXIO	18.00%	
Oncology - Injectable	ADCETRIS	18.00%	
Oncology - Injectable	ARZERRA	18.00%	
Oncology - Injectable	AVASTIN	18.00%	
Oncology - Injectable	AZACITIDINE	18.00%	
Oncology - Injectable	BELEODAQ	18.00%	
Oncology - Injectable	BENDEKA	18.00%	
Oncology - Injectable	DACOGEN	18.00%	
Oncology - Injectable	DARZALEX	18.00%	
Oncology - Injectable	DECITABINE	18.00%	
Oncology - Injectable	ELSPAR	18.00%	
Oncology - Injectable	EMPLICITI	18.00%	
Oncology - Injectable	ERBITUX	18.00%	
Oncology - Injectable	EVOMELA	18.00%	
Oncology - Injectable	FOLOTYN	18.00%	
Oncology - Injectable	FUSILEV	18.00%	
Oncology - Injectable	GAZYVA	18.00%	

Oncology - Injectable	HALAVEN	18.00%	
Oncology - Injectable	HERCEPTIN	18.00%	
Oncology - Injectable	INTRON A	18.00%	
Oncology - Injectable	ISTODAX	18.00%	
Oncology - Injectable	IXEMPRA	18.00%	
Oncology - Injectable	JEVTANA	18.00%	
Oncology - Injectable	KADCYLA	18.00%	
Oncology - Injectable	KEYTRUDA	18.00%	
Oncology - Injectable	KYPROLIS	18.00%	
Oncology - Injectable	LEVOLEUCOVORIN CALCIUM	18.00%	
Oncology - Injectable	ONCASPAR	18.00%	
Oncology - Injectable	OPDIVO	18.00%	
Oncology - Injectable	PERJETA	18.00%	
Oncology - Injectable	PROLEUKIN	18.00%	
Oncology - Injectable	RITUXAN	18.00%	
Oncology - Injectable	RUBRACA	18.00%	
Oncology - Injectable	SYLATRON	18.00%	
Oncology - Injectable	TECENTRIQ	18.00%	
Oncology - Injectable	TEMODAR (INJECTABLE)	18.00%	
Oncology - Injectable	THYROGEN	18.00%	
Oncology - Injectable	TORISEL	18.00%	
Oncology - Injectable	TREANDA	18.00%	
Oncology - Injectable	VALSTAR	18.00%	
Oncology - Injectable	VECTIBIX	18.00%	
Oncology - Injectable	VELCADE	18.00%	
Oncology - Injectable	VIDAZA	18.00%	
Oncology - Injectable	XGEVA	18.00%	
Oncology - Injectable	YERVOY	18.00%	
Oncology - Injectable	ZALTRAP	18.00%	
Oncology - Injectable	ZOLEDRONIC ACID_ONC	18.00%	
Oncology - Injectable	ZOMETA	18.00%	
Oncology - Oral	AFINITOR	18.00%	
Oncology - Oral	ALECENSA	18.00%	
Oncology - Oral	BEXAROTENE CAP	18.00%	
Oncology - Oral	BOSULIF	18.00%	
Oncology - Oral	CABOMETYX	18.00%	
Oncology - Oral	CAPECITABINE	18.00%	
Oncology - Oral	COTELLIC	18.00%	
Oncology - Oral	ERIVEDGE	18.00%	
Oncology - Oral	FARYDAK	18.00%	
Oncology - Oral	GLEEVEC	18.00%	

Oncology - Oral	HYCAMTIN	18.00%	
Oncology - Oral	IBRANCE	18.00%	
Oncology - Oral	IMATINIB MESYLATE	18.00%	
Oncology - Oral	INLYTA	18.00%	
Oncology - Oral	JAKAFI	18.00%	
Oncology - Oral	LONSURF	18.00%	
Oncology - Oral	MEKINIST	18.00%	
Oncology - Oral	MUGARD	18.00%	
Oncology - Oral	NEXAVAR	18.00%	
Oncology - Oral	NINLARO	18.00%	
Oncology - Oral	ODOMZO	18.00%	
Oncology - Oral	POMALYST	18.00%	
Oncology - Oral	PURIXAN	18.00%	
Oncology - Oral	REVLIMID	18.00%	
Oncology - Oral	SPRYCEL	18.00%	
Oncology - Oral	STIVARGA	18.00%	
Oncology - Oral	SUTENT	18.00%	
Oncology - Oral	TAFINLAR	18.00%	
Oncology - Oral	TARCEVA	18.00%	
Oncology - Oral	TARGRETIN	18.00%	
Oncology - Oral	TASIGNA	18.00%	
Oncology - Oral	TEMODAR (ORAL)	18.00%	
Oncology - Oral	TEMOZOLOMIDE	18.00%	
Oncology - Oral	THALOMID	18.00%	
Oncology - Oral	TYKERB	18.00%	
Oncology - Oral	VOTRIENT	18.00%	
Oncology - Oral	XALKORI	18.00%	
Oncology - Oral	XELODA	18.00%	
Oncology - Oral	XTANDI	18.00%	
Oncology - Oral	YONDELIS	18.00%	
Oncology - Oral	ZELBORAF	18.00%	
Oncology - Oral	ZOLINZA	18.00%	
Oncology - Oral	ZYKADIA	18.00%	
Oncology - Oral	ZYTIGA	18.00%	
Osteoarthritis	EUFLEXXA	18.00%	
Osteoarthritis	GEL-ONE	18.00%	
Osteoarthritis	GENVISC 850	18.00%	
Osteoarthritis	HYALGAN	18.00%	
Osteoarthritis	HYMOVIS	18.00%	
Osteoarthritis	MONOVISC	18.00%	
Osteoarthritis	ORTHOVISC	18.00%	

Osteoarthritis	SUPARTZ	18.00%	
Osteoarthritis	SYNVISC	18.00%	
Osteoporosis	FORTEO	18.00%	
Osteoporosis	PROLIA	18.00%	
Osteoporosis	RECLAST	18.00%	
Osteoporosis	ZOLEDRONIC ACID_OST	18.00%	
Paroxysmal Nocturnal Hemoglobinuria	SOLIRIS	18.00%	
Phenylketonuria	KUVAN	18.00%	
Pre-Term Birth	MAKENA	18.00%	
Psoriasis	AMEVIVE	18.00%	
Psoriasis	COSENTYX	18.00%	
Psoriasis	OTEZLA	18.00%	
Psoriasis	STELARA	18.00%	
Psoriasis	TALTZ	18.00%	
Pulmonary Arterial Hypertension	ADCIRCA	18.00%	
Pulmonary Arterial Hypertension	ADEMPAS	18.00%	
Pulmonary Arterial Hypertension	EPOPROSTENOL	18.00%	*
Pulmonary Arterial Hypertension	LETAIRIS	18.00%	
Pulmonary Arterial Hypertension	OPSUMIT	18.00%	
Pulmonary Arterial Hypertension	ORENITRAM	18.00%	
Pulmonary Arterial Hypertension	REMODULIN	18.00%	*
Pulmonary Arterial Hypertension	REVATIO	18.00%	
Pulmonary Arterial Hypertension	SILDENAFIL CITRATE	18.00%	
Pulmonary Arterial Hypertension	TRACLEER	18.00%	
Pulmonary Arterial Hypertension	TYVASO	18.00%	
Pulmonary Arterial Hypertension	UPTRAVI	18.00%	
Pulmonary Arterial Hypertension	VELETRI	18.00%	*
Pulmonary Arterial Hypertension	VENTAVIS	18.00%	**
Pulmonary Disorders	ESBRIET	18.00%	
Pulmonary Disorders	OFEV	18.00%	
Renal Disease	SENSIPAR	18.00%	
Retinal Disorders	EYLEA	18.00%	
Retinal Disorders	ILUVIEN	18.00%	
Retinal Disorders	LUCENTIS	18.00%	
Retinal Disorders	MACUGEN	18.00%	
Retinal Disorders	OZURDEX	18.00%	
Retinal Disorders	RETISERT	18.00%	
Retinal Disorders	VISUDYNE	18.00%	
Rheumatoid Arthritis	ACTEMRA	18.00%	
Rheumatoid Arthritis	ENBREL	18.00%	
Rheumatoid Arthritis	HUMIRA	18.00%	

Rheumatoid Arthritis	INFLECTRA	18.00%	
Rheumatoid Arthritis	ORENCIA	18.00%	
Rheumatoid Arthritis	OTREXUP	18.00%	
Rheumatoid Arthritis	RASUVO	18.00%	
Rheumatoid Arthritis	REMICADE	18.00%	
Rheumatoid Arthritis	SIMPONI	18.00%	
Rheumatoid Arthritis	XELJANZ	18.00%	
RSV	SYNAGIS	18.00%	
Seizure Disorders	HP ACTHAR GEL	18.00%	
Seizure Disorders	SABRIL	18.00%	
Systemic Lupus Erythematosus	BENLYSTA	18.00%	
Transplant	ASTAGRAF XL	18.00%	
Transplant	CELLCEPT	18.00%	
Transplant	CYCLOSPORINE	18.00%	
Transplant	ENVARSUS XR	18.00%	
Transplant	GENGRAF	18.00%	
Transplant	MYCOPHENOLATE MOFETIL	18.00%	
Transplant	MYCOPHENOLIC ACID	18.00%	
Transplant	MYFORTIC	18.00%	
Transplant	NEORAL	18.00%	
Transplant	NULOJIX	18.00%	
Transplant	PROGRAF	18.00%	
Transplant	RAPAMUNE	18.00%	
Transplant	SANDIMMUNE	18.00%	
Transplant	SIROLIMUS	18.00%	
Transplant	TACROLIMUS	18.00%	
Transplant	ZORTRESS	18.00%	
Urea Cycle Disorders	BUPHENYL	18.00%	
Urea Cycle Disorders	RAVICTI	18.00%	
Urea Cycle Disorders	SODIUM PHENYLBUTYRATE	18.00%	
	Overall Effective Discount (OED):	18.00%	
	Dispensing Fee:	$0.00	

NOTES:

The Overall Effective Discount (OED) offer is conditioned on (i) Caremark being the exclusive provider of Specialty Drug Services; and (ii) Client implements and maintains a generics first Plan design for Specialty Drug. Client agrees and acknowledges that Specialty Drugs will not have any grace fills and will be required to be filled at Caremark specialty pharmacies. The OED rate will apply to all Specialty Drugs on the Specialty Drug Fee Schedule dispensed from a Caremark specialty owned or affiliated pharmacy, and with the exception of:

- New to market specialty brand drugs will be priced at AWP -15.00%.

- New to market limited distribution drugs will be priced at AWP -10.00%.

- New to market biosimilars will priced at AWP -10.00%.

PER DIEMS, NURSING & EQUIPMENT:

* Remodulin, Veletri & Epoprostenol Sodium for Injection: $60 per day.

**Ventavis: Client acknowledges and agrees an I-Neb is necessary for the administration of Ventavis. For each I-Neb provided to Plan Participant, upon the initiation of therapy or in the event a replacement I-Neb is necessary, Client shall reimburse Caremark $1,811 for each I-Neb.

*** Unless otherwise stated above: $75 per dose

Nursing Charges: $225.00 per visit up to two (2) hours, $110.00 for each hour thereafter. Alternatively, Caremark can refer any medically necessary nursing services to the Client's contracted nursing agency, in which case nursing services will be billed separately by those agencies.

In further consideration of the fees and charges to be paid to Caremark under the Agreement, Caremark will bill any applicable nursing and equipment charges and per diems to the Plan Participant's medical benefit. In the event it is not possible to bill such nursing and equipment charges and per diems to the Plan Participant's medical benefit or it is determined there is no coverage, Caremark shall bill Client directly for any nursing and equipment charges and per diem associated with Specialty Drugs.

Routine ancillary supplies (e.g., syringes, alcohol swabs, cotton balls) are included in the Specialty Drug prices set forth in this Specialty Drug Fee Schedule, unless otherwise indicated on in this Specialty Drug Fee Schedule as being charged separately as part of an equipment fee or per diem.

PRODUCT SHORTAGE:

In the event of an industry-wide product shortage, Caremark reserves the right to adjust pricing upon notice to the Client.

SPECIALTY FEE SCHEDULE: CITY OF CHICAGO AND SISTER AGENCIES (COC)		Exclusive (Year 2)	
Drug Therapy	Drug Name	AWP Discount	Notes
Acromegaly	OCTREOTIDE	18.50%	
Acromegaly	SANDOSTATIN	18.50%	
Acromegaly	SOMATULINE	18.50%	
Acromegaly	SOMAVERT	18.50%	
Alcohol Dependency	VIVITROL	18.50%	
Allergen Immunotherapy	ORALAIR	18.50%	
Allergic Asthma	CINQAIR	18.50%	
Allergic Asthma	NUCALA	18.50%	
Allergic Asthma	XOLAIR	18.50%	
Alpha-1 Antitrypsin Deficiency	ARALAST NP	18.50%	***
Alpha-1 Antitrypsin Deficiency	GLASSIA	18.50%	***
Alpha-1 Antitrypsin Deficiency	ZEMAIRA	18.50%	***
Anemia	ARANESP	18.50%	
Anemia	EPOGEN	18.50%	
Anemia	PROCRIT	18.50%	
Botulinum Toxins	BOTOX	18.50%	
Botulinum Toxins	DYSPORT	18.50%	
Botulinum Toxins	MYOBLOC	18.50%	
Botulinum Toxins	XEOMIN	18.50%	
Cardiac Disorders	DOFETILIDE	18.50%	
Cardiac Disorders	TIKOSYN	18.50%	
Coagulation Disorders	CEPROTIN	18.50%	
Contraceptives	IMPLANON	18.50%	
Contraceptives	KYLEENA	18.50%	
Contraceptives	MIRENA	18.50%	
Contraceptives	NEXPLANON	18.50%	
Contraceptives	SKYLA	18.50%	
Cryopyrin Associated Periodic Syndromes	ARCALYST	18.50%	
Cryopyrin Associated Periodic Syndromes	ILARIS	18.50%	
Cystic Fibrosis	BETHKIS	18.50%	
Cystic Fibrosis	KALYDECO	18.50%	
Cystic Fibrosis	KITABIS PAK	18.50%	
Cystic Fibrosis	ORKAMBI	18.50%	
Cystic Fibrosis	PULMOZYME	18.50%	
Cystic Fibrosis	TOBI	18.50%	
Cystic Fibrosis	TOBI PODHALER	18.50%	
Cystic Fibrosis	TOBRAMYCIN	18.50%	

Dupuytren's Contracture	XIAFLEX	18.50%	
Electrolyte Disorders	SAMSCA	18.50%	
Gastrointestinal	GATTEX	18.50%	
Gastrointestinal	SOLESTA	18.50%	
Gout	KRYSTEXXA	18.50%	
Growth Hormone	GENOTROPIN	18.50%	
Growth Hormone	HUMATROPE	18.50%	
Growth Hormone	INCRELEX	18.50%	
Growth Hormone	NORDITROPIN	18.50%	
Growth Hormone	NUTROPIN	18.50%	
Growth Hormone	OMNITROPE	18.50%	
Growth Hormone	SAIZEN	18.50%	
Growth Hormone	SEROSTIM	18.50%	
Growth Hormone	TEV-TROPIN	18.50%	
Growth Hormone	ZOMACTON	18.50%	
Growth Hormone	ZORBTIVE	18.50%	
Hematopoietics	MOZOBIL	18.50%	
Hematopoietics	NEUMEGA	18.50%	
Hemophilia	ADVATE	18.50%	
Hemophilia	ADYNOVATE	18.50%	
Hemophilia	ALPHANATE	18.50%	
Hemophilia	ALPHANINE SD	18.50%	
Hemophilia	ALPROLIX	18.50%	
Hemophilia	BEBULIN	18.50%	
Hemophilia	BENEFIX	18.50%	
Hemophilia	CORIFACT	18.50%	
Hemophilia	ELOCTATE	18.50%	
Hemophilia	FEIBA	18.50%	
Hemophilia	HELIXATE	18.50%	
Hemophilia	HEMOFIL M	18.50%	
Hemophilia	HUMATE-P	18.50%	
Hemophilia	IDELVION	18.50%	
Hemophilia	IXINITY	18.50%	
Hemophilia	KOATE	18.50%	
Hemophilia	KOGENATE	18.50%	
Hemophilia	KOVALTRY	18.50%	
Hemophilia	MONOCLATE	18.50%	
Hemophilia	MONONINE	18.50%	
Hemophilia	NOVOEIGHT	18.50%	
Hemophilia	NOVOSEVEN RT	18.50%	
Hemophilia	NUWIQ	18.50%	

Hemophilia	OBIZUR	18.50%	
Hemophilia	PROFILNINE SD	18.50%	
Hemophilia	RECOMBINATE	18.50%	
Hemophilia	REFACTO	18.50%	
Hemophilia	RIASTAP	18.50%	
Hemophilia	RIXUBIS	18.50%	
Hemophilia	STIMATE	18.50%	
Hemophilia	TRETTEN	18.50%	
Hemophilia	WILATE	18.50%	
Hemophilia	XYNTHA	18.50%	
Hepatitis B	ADEFOVIR DIPIVOXIL	18.50%	
Hepatitis B	BARACLUDE	18.50%	
Hepatitis B	ENTECAVIR	18.50%	
Hepatitis B	EPIVIR HBV	18.50%	
Hepatitis B	HEPSERA	18.50%	
Hepatitis B	LAMIVUDINE_HEPB	18.50%	
Hepatitis B	TYZEKA	18.50%	
Hepatitis B	VEMLIDY	18.50%	
Hepatitis C	COPEGUS	18.50%	
Hepatitis C	DAKLINZA	18.50%	
Hepatitis C	HARVONI	18.50%	
Hepatitis C	INCIVEK	18.50%	
Hepatitis C	INFERGEN	18.50%	
Hepatitis C	OLYSIO	18.50%	
Hepatitis C	PEGASYS	18.50%	
Hepatitis C	PEG-INTRON	18.50%	
Hepatitis C	REBETOL	18.50%	
Hepatitis C	RIBAPAK	18.50%	
Hepatitis C	RIBASPHERE	18.50%	
Hepatitis C	RIBAVIRIN	18.50%	
Hepatitis C	SOVALDI	18.50%	
Hepatitis C	TECHNIVIE	18.50%	
Hepatitis C	VICTRELIS	18.50%	
Hepatitis C	VIEKIRA PAK	18.50%	
Hepatitis C	ZEPATIER	18.50%	
Hereditary Angioedema	BERINERT	18.50%	
Hereditary Angioedema	CINRYZE	18.50%	
Hereditary Angioedema	FIRAZYR	18.50%	
Hereditary Angioedema	KALBITOR	18.50%	
Hereditary Angioedema	RUCONEST	18.50%	
HIV	ABACAVIR	18.50%	

HIV	ABACAVIR SULFATE-LAMIVUDINE	18.50%	
HIV	APTIVUS	18.50%	
HIV	ATRIPLA	18.50%	
HIV	COMBIVIR	18.50%	
HIV	COMPLERA	18.50%	
HIV	CRIXIVAN	18.50%	
HIV	DESCOVY	18.50%	
HIV	DIDANOSINE	18.50%	
HIV	EDURANT	18.50%	
HIV	EGRIFTA	18.50%	
HIV	EMTRIVA	18.50%	
HIV	EPIVIR	18.50%	
HIV	EPZICOM	18.50%	
HIV	EVOTAZ	18.50%	
HIV	FUZEON	18.50%	
HIV	GENVOYA	18.50%	
HIV	INTELENCE	18.50%	
HIV	INVIRASE	18.50%	
HIV	ISENTRESS	18.50%	
HIV	KALETRA	18.50%	
HIV	LAMIVUDINE/ZIDOVUDINE	18.50%	
HIV	LAMIVUDINE_HIV	18.50%	
HIV	LEXIVA	18.50%	
HIV	NEVIRAPINE	18.50%	
HIV	NORVIR	18.50%	
HIV	ODEFSEY	18.50%	
HIV	PREZCOBIX	18.50%	
HIV	PREZISTA	18.50%	
HIV	RESCRIPTOR	18.50%	
HIV	RETROVIR	18.50%	
HIV	REYATAZ	18.50%	
HIV	SELZENTRY	18.50%	
HIV	STAVUDINE	18.50%	
HIV	STRIBILD	18.50%	
HIV	SUSTIVA	18.50%	
HIV	TIVICAY	18.50%	
HIV	TRIUMEQ	18.50%	
HIV	TRIZIVIR	18.50%	
HIV	TRUVADA	18.50%	
HIV	TYBOST	18.50%	
HIV	VIDEX	18.50%	

HIV	VIRACEPT	18.50%	
HIV	VIRAMUNE	18.50%	
HIV	VIRAMUNE XR	18.50%	
HIV	VIREAD	18.50%	
HIV	VITEKTA	18.50%	
HIV	ZERIT	18.50%	
HIV	ZIAGEN	18.50%	
HIV	ZIDOVUDINE	18.50%	
Hormonal Therapies	AVEED	18.50%	
Hormonal Therapies	ELIGARD	18.50%	
Hormonal Therapies	FIRMAGON	18.50%	
Hormonal Therapies	LEUPROLIDE ACETATE	18.50%	
Hormonal Therapies	LUPANETA PACK	18.50%	
Hormonal Therapies	LUPRON DEPOT	18.50%	
Hormonal Therapies	NATPARA	18.50%	
Hormonal Therapies	SUPPRELIN	18.50%	
Hormonal Therapies	TRELSTAR	18.50%	
Hormonal Therapies	VANTAS	18.50%	
Hormonal Therapies	ZOLADEX	18.50%	
I.V.I.G.	BIVIGAM	18.50%	
I.V.I.G.	CARIMUNE	18.50%	
I.V.I.G.	CYTOGAM	18.50%	
I.V.I.G.	FLEBOGAMMA	18.50%	
I.V.I.G.	GAMASTAN S/D	18.50%	
I.V.I.G.	GAMMAGARD	18.50%	
I.V.I.G.	GAMMAGARD LIQUID	18.50%	
I.V.I.G.	GAMMAKED	18.50%	
I.V.I.G.	GAMMAPLEX	18.50%	
I.V.I.G.	GAMUNEX	18.50%	
I.V.I.G.	HEPAGAM B	18.50%	
I.V.I.G.	HIZENTRA	18.50%	
I.V.I.G.	HYPERHEP B	18.50%	
I.V.I.G.	HYPERRHO S/D	18.50%	
I.V.I.G.	HYQVIA	18.50%	
I.V.I.G.	MICRHOGAM	18.50%	
I.V.I.G.	NABI-HB	18.50%	
I.V.I.G.	OCTAGAM	18.50%	
I.V.I.G.	PRIVIGEN	18.50%	
I.V.I.G.	RHOGAM	18.50%	
I.V.I.G.	RHOPHYLAC	18.50%	
I.V.I.G.	VARIZIG	18.50%	

I.V.I.G.	WINRHO	18.50%	
Idiopathic Thrombocytopenic Purpura	NPLATE	18.50%	
Idiopathic Thrombocytopenic Purpura	PROMACTA	18.50%	
Infectious Disease	ACTIMMUNE	18.50%	
Infectious Disease	ALFERON N	18.50%	
Infertility	BRAVELLE	18.50%	
Infertility	CETROTIDE	18.50%	
Infertility	CHORIONIC GONADOTROPIN	18.50%	
Infertility	FOLLISTIM AQ	18.50%	
Infertility	GANIRELIX ACETATE	18.50%	
Infertility	GONAL-F	18.50%	
Infertility	MENOPUR	18.50%	
Infertility	NOVAREL	18.50%	
Infertility	OVIDREL	18.50%	
Infertility	PREGNYL	18.50%	
Infertility	REPRONEX	18.50%	
Inflammatory Bowel Disease	CIMZIA	18.50%	
Inflammatory Bowel Disease	ENTYVIO	18.50%	
Iron Overload	DEFEROXAMINE	18.50%	
Iron Overload	DESFERAL	18.50%	
Iron Overload	EXJADE	18.50%	
Iron Overload	JADENU	18.50%	
Lipid Disorder	KYNAMRO	18.50%	
Lipid Disorders - PCSK9 Inhibitors	PRALUENT	18.50%	
Lipid Disorders - PCSK9 Inhibitors	REPATHA	18.50%	
Lipid Disorders - PCSK9 Inhibitors	VENCLEXTA	18.50%	
Lysosomal Storage Diseases	ALDURAZYME	18.50%	***
Lysosomal Storage Diseases	CERDELGA	18.50%	
Lysosomal Storage Diseases	CEREDASE	18.50%	***
Lysosomal Storage Diseases	CEREZYME	18.50%	***
Lysosomal Storage Diseases	CYSTAGON	18.50%	
Lysosomal Storage Diseases	ELAPRASE	18.50%	***
Lysosomal Storage Diseases	FABRAZYME	18.50%	***
Lysosomal Storage Diseases	LUMIZYME	18.50%	***
Lysosomal Storage Diseases	MYOZYME	18.50%	***
Lysosomal Storage Diseases	NAGLAZYME	18.50%	***
Lysosomal Storage Diseases	VIMIZIM	18.50%	***
Lysosomal Storage Diseases	VPRIV	18.50%	***
Migraine	ZECUITY	18.50%	
Movement Disorders	APOKYN	18.50%	
Movement Disorders	NORTHERA	18.50%	

Movement Disorders	NUPLAZID	18.50%	
Movement Disorders	TETRABENAZINE	18.50%	
Movement Disorders	XENAZINE	18.50%	
Multiple Sclerosis	AMPYRA	18.50%	
Multiple Sclerosis	AUBAGIO	18.50%	
Multiple Sclerosis	AVONEX	18.50%	
Multiple Sclerosis	BETASERON	18.50%	
Multiple Sclerosis	COPAXONE 20	18.50%	
Multiple Sclerosis	COPAXONE 40	18.50%	
Multiple Sclerosis	EXTAVIA	18.50%	
Multiple Sclerosis	GILENYA	18.50%	
Multiple Sclerosis	GLATOPA	18.50%	
Multiple Sclerosis	LEMTRADA	18.50%	
Multiple Sclerosis	MITOXANTRONE	18.50%	
Multiple Sclerosis	PLEGRIDY	18.50%	
Multiple Sclerosis	REBIF	18.50%	
Multiple Sclerosis	TECFIDERA	18.50%	
Multiple Sclerosis	TYSABRI	18.50%	
Neutropenia	GRANIX	18.50%	
Neutropenia	LEUKINE	18.50%	
Neutropenia	NEULASTA	18.50%	
Neutropenia	NEUPOGEN	18.50%	
Neutropenia	ZARXIO	18.50%	
Oncology - Injectable	ADCETRIS	18.50%	
Oncology - Injectable	ARZERRA	18.50%	
Oncology - Injectable	AVASTIN	18.50%	
Oncology - Injectable	AZACITIDINE	18.50%	
Oncology - Injectable	BELEODAQ	18.50%	
Oncology - Injectable	BENDEKA	18.50%	
Oncology - Injectable	DACOGEN	18.50%	
Oncology - Injectable	DARZALEX	18.50%	
Oncology - Injectable	DECITABINE	18.50%	
Oncology - Injectable	ELSPAR	18.50%	
Oncology - Injectable	EMPLICITI	18.50%	
Oncology - Injectable	ERBITUX	18.50%	
Oncology - Injectable	EVOMELA	18.50%	
Oncology - Injectable	FOLOTYN	18.50%	
Oncology - Injectable	FUSILEV	18.50%	
Oncology - Injectable	GAZYVA	18.50%	
Oncology - Injectable	HALAVEN	18.50%	
Oncology - Injectable	HERCEPTIN	18.50%	

Oncology - Injectable	INTRON A	18.50%	
Oncology - Injectable	ISTODAX	18.50%	
Oncology - Injectable	IXEMPRA	18.50%	
Oncology - Injectable	JEVTANA	18.50%	
Oncology - Injectable	KADCYLA	18.50%	
Oncology - Injectable	KEYTRUDA	18.50%	
Oncology - Injectable	KYPROLIS	18.50%	
Oncology - Injectable	LEVOLEUCOVORIN CALCIUM	18.50%	
Oncology - Injectable	ONCASPAR	18.50%	
Oncology - Injectable	OPDIVO	18.50%	
Oncology - Injectable	PERJETA	18.50%	
Oncology - Injectable	PROLEUKIN	18.50%	
Oncology - Injectable	RITUXAN	18.50%	
Oncology - Injectable	RUBRACA	18.50%	
Oncology - Injectable	SYLATRON	18.50%	
Oncology - Injectable	TECENTRIQ	18.50%	
Oncology - Injectable	TEMODAR (INJECTABLE)	18.50%	
Oncology - Injectable	THYROGEN	18.50%	
Oncology - Injectable	TORISEL	18.50%	
Oncology - Injectable	TREANDA	18.50%	
Oncology - Injectable	VALSTAR	18.50%	
Oncology - Injectable	VECTIBIX	18.50%	
Oncology - Injectable	VELCADE	18.50%	
Oncology - Injectable	VIDAZA	18.50%	
Oncology - Injectable	XGEVA	18.50%	
Oncology - Injectable	YERVOY	18.50%	
Oncology - Injectable	ZALTRAP	18.50%	
Oncology - Injectable	ZOLEDRONIC ACID_ONC	18.50%	
Oncology - Injectable	ZOMETA	18.50%	
Oncology - Oral	AFINITOR	18.50%	
Oncology - Oral	ALECENSA	18.50%	
Oncology - Oral	BEXAROTENE CAP	18.50%	
Oncology - Oral	BOSULIF	18.50%	
Oncology - Oral	CABOMETYX	18.50%	
Oncology - Oral	CAPECITABINE	18.50%	
Oncology - Oral	COTELLIC	18.50%	
Oncology - Oral	ERIVEDGE	18.50%	
Oncology - Oral	FARYDAK	18.50%	
Oncology - Oral	GLEEVEC	18.50%	
Oncology - Oral	HYCAMTIN	18.50%	
Oncology - Oral	IBRANCE	18.50%	

Oncology - Oral	IMATINIB MESYLATE	18.50%	
Oncology - Oral	INLYTA	18.50%	
Oncology - Oral	JAKAFI	18.50%	
Oncology - Oral	LONSURF	18.50%	
Oncology - Oral	MEKINIST	18.50%	
Oncology - Oral	MUGARD	18.50%	
Oncology - Oral	NEXAVAR	18.50%	
Oncology - Oral	NINLARO	18.50%	
Oncology - Oral	ODOMZO	18.50%	
Oncology - Oral	POMALYST	18.50%	
Oncology - Oral	PURIXAN	18.50%	
Oncology - Oral	REVLIMID	18.50%	
Oncology - Oral	SPRYCEL	18.50%	
Oncology - Oral	STIVARGA	18.50%	
Oncology - Oral	SUTENT	18.50%	
Oncology - Oral	TAFINLAR	18.50%	
Oncology - Oral	TARCEVA	18.50%	
Oncology - Oral	TARGRETIN	18.50%	
Oncology - Oral	TASIGNA	18.50%	
Oncology - Oral	TEMODAR (ORAL)	18.50%	
Oncology - Oral	TEMOZOLOMIDE	18.50%	
Oncology - Oral	THALOMID	18.50%	
Oncology - Oral	TYKERB	18.50%	
Oncology - Oral	VOTRIENT	18.50%	
Oncology - Oral	XALKORI	18.50%	
Oncology - Oral	XELODA	18.50%	
Oncology - Oral	XTANDI	18.50%	
Oncology - Oral	YONDELIS	18.50%	
Oncology - Oral	ZELBORAF	18.50%	
Oncology - Oral	ZOLINZA	18.50%	
Oncology - Oral	ZYKADIA	18.50%	
Oncology - Oral	ZYTIGA	18.50%	
Osteoarthritis	EUFLEXXA	18.50%	
Osteoarthritis	GEL-ONE	18.50%	
Osteoarthritis	GENVISC 850	18.50%	
Osteoarthritis	HYALGAN	18.50%	
Osteoarthritis	HYMOVIS	18.50%	
Osteoarthritis	MONOVISC	18.50%	
Osteoarthritis	ORTHOVISC	18.50%	
Osteoarthritis	SUPARTZ	18.50%	
Osteoarthritis	SYNVISC	18.50%	

Osteoporosis	FORTEO	18.50%	
Osteoporosis	PROLIA	18.50%	
Osteoporosis	RECLAST	18.50%	
Osteoporosis	ZOLEDRONIC ACID_OST	18.50%	
Paroxysmal Nocturnal Hemoglobinuria	SOLIRIS	18.50%	
Phenylketonuria	KUVAN	18.50%	
Pre-Term Birth	MAKENA	18.50%	
Psoriasis	AMEVIVE	18.50%	
Psoriasis	COSENTYX	18.50%	
Psoriasis	OTEZLA	18.50%	
Psoriasis	STELARA	18.50%	
Psoriasis	TALTZ	18.50%	
Pulmonary Arterial Hypertension	ADCIRCA	18.50%	
Pulmonary Arterial Hypertension	ADEMPAS	18.50%	
Pulmonary Arterial Hypertension	EPOPROSTENOL	18.50%	*
Pulmonary Arterial Hypertension	LETAIRIS	18.50%	
Pulmonary Arterial Hypertension	OPSUMIT	18.50%	
Pulmonary Arterial Hypertension	ORENITRAM	18.50%	
Pulmonary Arterial Hypertension	REMODULIN	18.50%	*
Pulmonary Arterial Hypertension	REVATIO	18.50%	
Pulmonary Arterial Hypertension	SILDENAFIL CITRATE	18.50%	
Pulmonary Arterial Hypertension	TRACLEER	18.50%	
Pulmonary Arterial Hypertension	TYVASO	18.50%	
Pulmonary Arterial Hypertension	UPTRAVI	18.50%	
Pulmonary Arterial Hypertension	VELETRI	18.50%	*
Pulmonary Arterial Hypertension	VENTAVIS	18.50%	**
Pulmonary Disorders	ESBRIET	18.50%	
Pulmonary Disorders	OFEV	18.50%	
Renal Disease	SENSIPAR	18.50%	
Retinal Disorders	EYLEA	18.50%	
Retinal Disorders	ILUVIEN	18.50%	
Retinal Disorders	LUCENTIS	18.50%	
Retinal Disorders	MACUGEN	18.50%	
Retinal Disorders	OZURDEX	18.50%	
Retinal Disorders	RETISERT	18.50%	
Retinal Disorders	VISUDYNE	18.50%	
Rheumatoid Arthritis	ACTEMRA	18.50%	
Rheumatoid Arthritis	ENBREL	18.50%	
Rheumatoid Arthritis	HUMIRA	18.50%	
Rheumatoid Arthritis	INFLECTRA	18.50%	
Rheumatoid Arthritis	ORENCIA	18.50%	

Rheumatoid Arthritis	OTREXUP	18.50%	
Rheumatoid Arthritis	RASUVO	18.50%	
Rheumatoid Arthritis	REMICADE	18.50%	
Rheumatoid Arthritis	SIMPONI	18.50%	
Rheumatoid Arthritis	XELJANZ	18.50%	
RSV	SYNAGIS	18.50%	
Seizure Disorders	HP ACTHAR GEL	18.50%	
Seizure Disorders	SABRIL	18.50%	
Systemic Lupus Erythematosus	BENLYSTA	18.50%	
Transplant	ASTAGRAF XL	18.50%	
Transplant	CELLCEPT	18.50%	
Transplant	CYCLOSPORINE	18.50%	
Transplant	ENVARSUS XR	18.50%	
Transplant	GENGRAF	18.50%	
Transplant	MYCOPHENOLATE MOFETIL	18.50%	
Transplant	MYCOPHENOLIC ACID	18.50%	
Transplant	MYFORTIC	18.50%	
Transplant	NEORAL	18.50%	
Transplant	NULOJIX	18.50%	
Transplant	PROGRAF	18.50%	
Transplant	RAPAMUNE	18.50%	
Transplant	SANDIMMUNE	18.50%	
Transplant	SIROLIMUS	18.50%	
Transplant	TACROLIMUS	18.50%	
Transplant	ZORTRESS	18.50%	
Urea Cycle Disorders	BUPHENYL	18.50%	
Urea Cycle Disorders	RAVICTI	18.50%	
Urea Cycle Disorders	SODIUM PHENYLBUTYRATE	18.50%	
	Overall Effective Discount (OED):	18.50%	
	Dispensing Fee:	$0.00	

NOTES:

The Overall Effective Discount (OED) offer is conditioned on (i) Caremark being the exclusive provider of Specialty Drug Services; and (ii) Client implements and maintains a generics first Plan design for Specialty Drug. Client agrees and acknowledges that Specialty Drugs will not have any grace fills and will be required to be filled at Caremark Specialty Drug pharmacies. The OED rate will apply to all Specialty Drugs on the Specialty Drug Fee Schedule dispensed from a Caremark Specialty Drug owned or affiliated pharmacy, and with the exception of:

- New to market specialty brand drugs will be priced at AWP -15.00%.

- New to market limited distribution drugs will be priced at AWP -10.00%.

- New to market biosimilars will priced at AWP -10.00%.

PER DIEMS, NURSING & EQUIPMENT:

* Remodulin, Veletri & Epoprostenol Sodium for Injection: $60 per day.

**Ventavis: Client acknowledges and agrees an I-Neb is necessary for the administration of Ventavis. For each I-Neb provided to Plan Participant, upon the initiation of therapy or in the event a replacement I-Neb is necessary, Client shall reimburse Caremark $1,811 for each I-Neb.

*** Unless otherwise stated above: $75 per dose

Nursing Charges: $225.00 per visit up to two (2) hours, $110.00 for each hour thereafter. Alternatively, Caremark can refer any medically necessary nursing services to the Client's contracted nursing agency, in which case nursing services will be billed separately by those agencies.

In further consideration of the fees and charges to be paid to Caremark under the Agreement, Caremark will bill any applicable nursing and equipment charges and per diems to the Plan Participant's medical benefit. In the event it is not possible to bill such nursing and equipment charges and per diems to the Plan Participant's medical benefit or it is determined there is no coverage, Caremark shall bill Client directly for any nursing and equipment charges and per diem associated with Specialty Drugs.

Routine ancillary supplies (e.g., syringes, alcohol swabs, cotton balls) are included in the Specialty Drug prices set forth in this Specialty Drug Fee Schedule, unless otherwise indicated on in this Specialty Drug Fee Schedule as being charged separately as part of an equipment fee or per diem.

PRODUCT SHORTAGE:

In the event of an industry-wide product shortage, Caremark reserves the right to adjust pricing upon notice to the Client.

CONTRACT #:

COOK COUNTY
ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX

SECTION 1
INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

Definitions. Terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, as applicable.

Affiliate means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

Code means the Code of Ordinances, Cook County, Illinois available on municode.com.

Contract shall include any written document to make Procurements by or on behalf of Cook County.

Contractor or Contracting Party means a person that enters into a Contract with the County.

Control means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

EDS means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

Joint Venture means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

Lobby or lobbying means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

Lobbyist means any person who lobbies.

Person or *Persons* means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

Prohibited Acts means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

RFP means a Request for Proposals issued pursuant to this Procurement Code.

RFQ means a Request for Qualifications issued to obtain the qualifications of interested parties.

CONTRACT NO.

INSTRUCTIONS FOB COMPLETION OF ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

Section 1: Instructions. Section 1 sets forth the instructions for completing and executing this EDS.

Section 2: Certifications. Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 3: Economic and Other Disclosures Statement. Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

Required Updates. The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at cookcountyil.gov/ethics-board-of.

Authorized Signers of Contract and EDS Execution Page. If the Applicant is a corporation, the President and Secretary must execute the ED$. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a partnership or joint venture, all partners or joint ventures must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. 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.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

CONTRACT NO.:

SECTION 2

CERTIFICATIONS

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT 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 APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT 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. 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 APPLICANT HEREBY CERTIFIES THAT: The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE APPLICANT HEREBY CERTIFIES THAT: In accordance with 720 ILCS 5133 E-11, neither the Applicant nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State *Jaws prohibiting bid-rigging or bid rotating.*

C. DRUG FREE WORKPLACE ACT

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3)..

D. DELINQUENCY PAYMENT OF TAXES

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant 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 34-171.

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 APPLICANT HEREBY CERTIFIES THAT: It is in compliance with 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. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and an information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at www.municode;com.

I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at www.municode.com.

J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;

Unless expressly waived by the Cook County Board of Commissioners, 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 annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, 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 State Internal Revenue Code and recognized under the Illinois State not-for -profit law);

2) Community Development Block Grants;

3) Cook County Works Department;

4) Sheriff's Work Alternative Program; and

5) Department of Correction inmates.

CONTRACT NO.

SECTION 3

REQUIRED DISCLOSURES

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name	Address
None	

2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)

Local business means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

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

Yes: X No: _____

b) If yes, list business addresses within Cook County: 2211 Sanders Road

Northbrook, IL 60062

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

Yes: _____ No: X

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)

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 (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.

CONTRACT NO.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Applicant 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 Applicant in Cook County:

PERMANENT INDEX NUMBER(S): _____

_____

_____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

b) X The Applicant owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Applicant 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 Applicant 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 Applicant certified to all Certifications and other statements contained in this EDS.

CONTRACT NO.

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.

"Person" "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. A Person 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 [X] Stock/Beneficial Interest Holder

This Statement is an: [X] Original Statement or [ ] Amended Statement

Identifying Information:

Name CVS Health Corporation D/B/A: _____ FEIN NO.: 05-0494040

Street Address: One CVS Drive

City: Woonsocket State: Rhode Island Zip Code: 02895

Phone No.: _____ Fax Number: _____ Email: _____

Cook County Business Registration Number: _____ (Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable) : _____

Form of Legal Entity:

[ ] Sole Proprietor [ ] Partnership [x] Corporation [ ] Trustee of Land Trust

[ ] Business Trust [ ] Estate [ ] Association [ ] Joint Venture

[ ] Other (describe)

CONTRACT NO.

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each Person 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

No person or entity directly owns more than 5% of the common stock of CVS Caremark Corporation, the publicly traded ultimate parent corporation of all of the Caremark entities. One entity reports that it ***beneficially*** holds more than 5% of CVS Caremark Corporation's outstanding common stock. Janus Capital Management, LLC (Janus), of 151 Detroit Street, Denver, Colorado 80206, beneficially owns approximately 5.2% of CVS Caremark's common stock according to Janus' most recent SEC filing (February 17, 2009). Please note that, pursuant to relevant SEC rules, Janus aggregates all of the shares held in various investment funds owned by thousands of investors to achieve this percentage. To the best of CVS Caremark's knowledge, no single fund and no one person directly owns a significant percentage of CVS Caremark's outstanding common stock through Janus.

2. If the interest of any Person 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

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

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

Name	Address	Percentage of Beneficial Interest	Relationship

Corporate Officers, Members and Partners Information:

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
CVS Health Corporation	One CVS Drive Woonsocket, Rhode Island 02895	All of Applicant's ownership interests are indirectly owned by CVS Health Corporation	

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.

[X] I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

CONTRACT NO.

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.

"Person" "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. A Person 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 [X] Stock/Beneficial Interest Holder

This Statement is an: [X] Original Statement or [ ] Amended Statement

Identifying Information:

Name CaremarkPCS Health, L.L.C. D/B/A: _____ FEIN NO.: 75-2882129
Street Address: 2211 Sanders Road

City: Northbrook State: Illinois Zip Code: 60062
Phone No.: _____ Fax Number: _____ Email: _____

Cook County Business Registration Number: _____ (Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): _____

Form of Legal Entity:

[ ] Sole Proprietor [ ] Partnership [ ] Corporation [ ] Trustee of Land Trust

[ ] Business Trust [ ] Estate [ ] Association [ ] Joint Venture

[X] Other (describe) Limited Liability Company

CONTRACT NO.

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each Person 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 Person 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	N/A	N/A

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

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

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

Corporate Officers, Members and Partners Information:

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
CVS Health Corporation	One CVS Drive Woonsocket, Rhode Island 02895	All of Applicant's ownership interests are indirectly owned by CVS Health Corporation	

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.

[X] I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

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

Signature

Proposals@Caremark.com
E-mail address

Vice President, Proposals
Title

March 30, 2018
Date

847-559-4700
Phone Number

Subscribed to and sworn before me
this 30th day of March 2018

My commission expires: May 6, 2021

X
Notary Public Signature

Notary Seal

JAMES LIAM MCGOVERN
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
May 06, 2021

CONTRACT #:

COOK COUNTY BOARD OF ETHICS
69 W. WASHINGTON STREET, SUITE 3040
CHICAGO, ILLINOIS 60602
312/603-4304 Office 312/603-9988 Fax

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than $25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of $100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

Additional Definitions:

"*Familial relationship*" means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

☐ Parent	☐ Grandparent	☐ Stepfather
☐ Child	☐ Grandchild	☐ Stepmother
☐ Brother	☐ Father-in-law	☐ Stepson
☐ Sister	☐ Mother-in-law	☐ Stepdaughter
☐ Aunt	☐ Son-in-law	☐ Stepbrother
☐ Uncle	☐ Daughter-in-law	☐ Stepsister
☐ Niece	☐ Brother-in-law	☐ Half-brother
☐ Nephew	☐ Sister-in-law	☐ Half-sister

CONTRACT NO.

COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM

A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY

Name of Person Doing Business with the County: CaremarkPCS Health, L.L.C.

Address of Person Doing Business with the County: 2211 Sanders Road, Northbrook, IL 60062

Phone number of Person Doing Business with the County: 847-559-5792

Email address of Person Doing Business with the County: rfp.proposals@CVSCaremark.com

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:
James Hogan, Strategic Account Executive

James.Hogan@CVSCaremark.com 847-559-5792

B. DESCRIPTION OF BUSINESS WITH THE COUNTY
Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the proceeding calendar year if disclosure is made on January 1), identify:

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: 1455-13418

The aggregate dollar value of the business you are doing or seeking to do with the County: $ 75M per year

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: Ms. Deanna Zalas, Director, Risk Management 312-603-6426

118 N. Clark St., Room 1072, Chicago, IL 60602

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: Ms. Deanna Zalas, Director, Risk Management 312-603-6426

118 N. Clark St., Room 1072, Chicago, IL 60602

C. **DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE COUNTY OR MUNICIPAL ELECTED OFFICIALS**

Check the box that applies and provide related information where needed

☐ The Person Doing Business with the County is an individual and there is no familial relationship between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

☒ The Person Doing Business with the County is a business entity and there is no familial relationship between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

CONTRACT NO.

COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM

☐ The Person Doing Business with the County **is an individual and there is a familial relationship** between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. **The familial relationships are as follows:**

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*

If more space is needed; attach an additional sheet following the above format.

D The Person Doing Business with the County is **a business entity and there is a familial relationship** between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. **The familial relationships are as follows:**

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*

Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*

Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*

Name of Employee of Business Entity Directly Engaged in Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*

If more space is needed, attach an additional sheet following the above format.

VERIFICATION: To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.

Signature of Recipient

March 30, 2018
Date

SUBMIT COMPLETED FORM TO: Cook County Board of Ethics
69 West Washington Street, Suite 3040, Chicago, Illinois 60602
Office (312) 603-4304 – Fax (312) 603-9988
CookCounty.Ethics@cookcountyil.gov

* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (*i.e.* in laws and step relations) or adoption.

CONTRACT NO.

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, *including Substantial Owners*, seeking a Contract with Cook County must comply with the Cook County Wage The Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

"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 Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. 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.

I. Contract Information:

Contract Number: 1455-13418

County Using Agency (requesting Procurement): N/A

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): CaremarkPCS Health L.L.C

Substantial Owner Complete Name: _____

FEIN# 75-2882129

Date of Birth: N/A E-mail address: _____

Street Address: 2211 Sanders Road

City: Northbrook State: Illinois Zip: 60062

Home Phone: (___) - Driver's License No: N/A

III. Compliance with Wage Laws: Illinois

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

Illinois Wage Payment and Collection Act, 820 ILCS 11511 et seq., Yes or (No)

Illinois Minimum Wage Act, 820 ILCS 10511 et seq., Yes or (No)

Illinois Walker Adjustment and Retraining Notification Act, 820 ILCS 6511 et seq., Yes or (No)

Employee Classification Act, 820 ILCS 18511 et seq., Yes or (No)

Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq., Yes or (No)

Any comparable state statute or regulation of any state, which governs the payment of wages Yes or (No)

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under Section IV.

CONTRACT NO.

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, *Including Substantial Owners*, seeking a Contract with Cook County must comply with the Cook County Wage The Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

"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 Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. 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.

I. Contract Information:

Contract Number: 1455-13418

County Using Agency (requesting Procurement): N/A

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): CVS Health Corporation

Substantial Owner Complete Name: _____

FEIN# 05-0494040

Date of Birth: N/A

E-mail address: RFP.Proposals@CVSHealth.com

Street Address: One CVS Drive

City: Woonsocket State: Rhode Island Zip: 02895

Home Phone: (___) - _____

Driver's License No: N/A

III. Compliance with Wage Laws: Rhode Island

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

Illinois Wage Payment and Collection Act, 820 ILCS 11511 et seq., Yes or (No)

Illinois Minimum Wage Act, 820 ILCS 10511 et seq., Yes or (No)

Illinois Walker Adjustment and Retraining Notification Act, 820 ILCS 6511 et seq., Yes or (No)

Employee Classification Act, 820 ILCS 18511 et seq., Yes or (No)

Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq., Yes or (No)

Any comparable state statute or regulation of any state, which governs the payment of wages Yes or (No)

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under Section IV.

IV. Request for Waiver or Reduction

If Person/Substantial Owner answered **"Yes"** to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner ***YES or NO***

Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation ***YES or NO***

Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default ***YES or NO***

Other factors that the Person or Substantial Owner believe are relevant.
YES or NO

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. Affirmation

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: _____ Date: March 30, 2018

Name of Person signing (Print): Colleen Cleveland Title: Vice President, Proposals

Subscribed and sworn to before me this 30th day of March, 20 18

X _____ _____
Notary Public Signature **Notary Seal**

Note: The above information is subject to verification prior to the award of the Contract.

JAMES LIAM MCGOVERN
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
May 06, 2021

SECTION 5

CONTRACT AND EDS EXECUTION PAGE

PLEASE EXECUTE THREE ORIGINAL COPIES

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant 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.

Execution by Corporation

Corporation's Name	President's Printed Name and Signature
Telephone	Email
Secretary Signature	Date

Execution by LLC

CaremarkPCS Health, L.L.C.	Colleen Cleveland
LLC Name	*Member/Manager Printed Name and Signature
March 30, 2018	847-559-4700 Proposals@Caremark.com
Date	Telephone and Email

Execution by Partnership/Joint Venture

Partnership/Joint Venture Name	*Partner/Joint Venturer Printed Name and Signature
Date	Telephone and Email

Execution by Sole Proprietorship

Printed Name and Signature	Date
Telephone	Email

Subscribed and sworn to before me this 30th day of March, 2018.

My commission expires:

JAMES LIAM MCGOVERN
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
May 06, 2021

Notary Public Signature

Notary Seal

Cook County