

Office of State Procurement PROACT Contract Certification of Approval

This certificate serves as confirmation that the Office of State Procurement has reviewed and approved the contract referenced below.

Reference Number: 2000156914

Vendor:	Magellan Medicaid Administration, Inc.
Description:	Implement & support Medicaid pharmacy supp. rebate & PDL programs
Approved By:	Sue Hopper
Approval Date:	4/05/2016

The above referenced number has been assigned by this office and will be used as identification for the approved contract. Please use this number when referring to the contract in any future correspondence or amendment(s).

The Internal Revenue Service (IRS) may find that this contract creates an employment relationship between your agency and the contractor. You should be advised that your agency is responsible for all taxes and penalties if such a finding is forthcoming. It is incumbent upon your agency to determine if an employee/employer relationship exists. Your agency must make the appropriate withholdings in accordance with law and IRS regulations, if applicable.

BHSF

CONTRACT BETWEEN STATE OF LOUISIANA DEPARTMENT OF HEALTH AND HOSPITALS

LAGOV: 2000156914 DHH: 060939 Agency # 305 305

Validate

Bureau of Health Services Financing

AND

Magellan Medicaid Administration, Inc.

FOR

Personal Services Professional Services Consulting Services Social Services

1)	Contractor (Legal Name if Corporation) Magellan Medicaid Administration, Inc.			5)	Federal Employer Tax ID# or Social Security # 54084979301 (Must be 11 Digits)
2}	Street Address 11013 W. Broad Street, Suite 500			6)	Parish(es) Served Statewide ST
	City Glen Allen	State VA	Zip Code 23060	7)	License or Certification # N/A
3)	Telephone Number			8)	Contractor Status [] Subrecipient: Yes X No
4}	Mailing Address (if different)				Corporation: Yes No For Profit: Yes No Publicly Traded: Yes No
	City	State	Zip Code	8a)	CFDA#(Federal Grant #)

9)

Brief Description Of Services To Be Provided: The contractor will assist the Department in developing, implementing, and providing support for the Medicaid Pharmacy Program's State Supplemental Rebate/Preferred Drug List (PDL) program. The contractor shall perform these duties as detailed the Statement of Work.

10) Effective Date 01-01-2016

11) Termination Date 12-31-2018

Last Name

12) Maximum Contract Amount \$ 1,848,360.00

FY165300,000; FY17\$612,000; FY18\$624,240; FY19\$312,120 13) Amounts by Fiscal Year

14) Terms of Payment III If progress and/or completion of services are provided to the satisfaction of the initiating Office/Facility, payments are to be made as follows:

This is a fixed price contract and Contractor will be paid the monthly fee outlined below upon the submission of invoices and the

approval of deliverables: SFY16: \$50,000/mth (FY16 Total: \$300,000,00) SFY17: \$51,000/mth (FY17 Total: \$612,000,00) SFY18: \$52,020/mth (FY18 Total: \$624,240,00) SFY19: \$52,020/mth (FY19 Total: \$312,120,00)

Contractor obligated to submit final involces to Agency within fifteen (15) days after termination of contract.

First Name

PAYMENT WILL BE MADE ONLY UPON APPROVAL OF:	First Name Germaine	Last Name Becks-Moody		-
10 31	Title Medicaid Program Manage	r 2	1	e Number 342-9479
15) Special or Additional Provisions of Attachment A: HIPAA Addendu Attachment B: Statement of We	im Exhibit 1 ork Exhibit 2 Exhibit 3 Exhibit 4 Exhibit 5 Exhibit 6 Exhibit 7	Nn, If any (IF NECESSARY, ATTACH S Board Resolution Certificate of Authority Resumes Emergency Preparedness Plan Out of State Justification Letter Multi-year Justification Letter Additional Provisions	Reset	E SHEET AND REFERENCE): Attachment:HIPAA Addendum Attachment:Standard Provisions Attachment:Special Provisions Attachment:Statement of Work Attachment:Fee Schedule Attachment:Budget Attachment: Exhibit:Board Resolution Exhibit:Board Resolution Exhibit:Disclosure of Ownership Exhibit:Wulti Year Letter Exhibit:Cut of State Justification Exhibit:Cestificate of Authority Exhibit:Resume Exhibit:License Exhibit:

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During the performance of this contract, the Contractor hereby agrees to the following terms and conditions:

Discrimination Clause: Contractor hereby agrees to abide by the requirements of the following as applicable; Titles VI and VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Americans with Disabilities Act of 1990; the Rehabilitation Act of 1973; Federal Executive Order 11246 as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Fair Housing Act of 1968; and all applicable requirements imposed by or pursuant to the regulations of the U.S. Department of Health and Human Services.

Contractor agrees not to discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, age, national origin, disability, political affiliation, veteran status, or any other non-merit factor. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of this contract.

- 2. Confidentiality: Contractor shall abide by the laws and regulations concerning confidentially which safeguard information and the patient/client confidentiality. Information obtained shall not be used in any manner except as necessary for the proper discharge of Contractor's obligations. (The Contractor shall establish, subject to review and approval of the Department, confidentiality rules and facility access procedures.)
- 3. Auditors: The State Legislative Auditor, Office of the Governor, Division of Administration, and Department Auditors or those designated by the Department shall have the option of auditing all accounts pertaining to this contract during the contract and for a three year period following final payment. Contractor grants to the State of Louisiana, through the Office of the Legislative Auditor, Department of Health and Hospitals, and Inspector General's Office. Federal Government and/or other such officially designated body the right to inspect and review all books and records pertaining to services rendered under this contract, and further agrees to guidelines for fiscal administration as may be promulgated by the Department. Records will be made available during normal working hours.

Contractor shall comply with federal and state laws and/or DHH Policy requiring an audit of the Contractor's operation as a whole or of specific program activities. Audit reports shall be sent within thirty (30) days after the completion of the audit, but no later than six (6) months after the end of the audit period. If an audit is performed within the contract period, for any period, four (4) copies of the audit report shall be sent to the Department of Health and Hospitals, Attention: Division of Fiscal Management, P. O. Box 91117, Baton Rouge, LA 70821-3797 and one (1) copy of the audit shall be sent to the originating DHH Office.

- 4. Record Retention: Contractor agrees to retain all books, records and other documents relevant to the contract and funds expended thereunder for at least four (4) years after final payment or as prescribed in 45 CFR 74.53 (b) whichever is longer. Contractor shall make available to the Department such records within thirty (30) days of the Department's written request and shall deliver such records to the Department's central office in Baton Rouge, Louisiana, all without expense to the Department. Contractor shall allow the Department to inspect, audit or copy records at the contractor's site, without expense to the Department.
- 5. Record Ownership: All records, reports, documents and other material delivered or transmitted to Contractor by the Department shall remain the property of the Department, and shall be returned by Contractor to the Department, at Contractor's expense, at termination or expiration of this contract. All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the Department, and shall, upon request, be returned by Contractor to the Department, at Contractor's expense, at termination or expiration of this contract.
- 6. Nonassignability: Contractor shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation), without written consent of the Department thereto, provided, however, that claims for money due or to become due to Contractor from the Department under this contract may be assigned to a bank, trust company or other financial institution without advanced approval. Notice of any such assignment or transfer shall be promptly furnished to the Department and the Division of Administration, Office of State Procurement.
- Taxes: Contractor hereby agrees that the responsibility for payment of taxes from the funds received under this contract shall be Contractor's. The Contractor assumes responsibility for its personnel providing services hereunder and shall make all deductions for withholding taxes, and contributions for unemployment compensation funds.
- 8. Insurance: Contractor shall obtain and maintain during the contract term all necessary insurance including automobile insurance, workers' compensation insurance, and general liability insurance. The required insurances shall protect the Contractor, the Department of Health and Hospitals, and the State of Louisiana from all claims related to Contractor's performance of this contract. Certificates of Insurance shall be filed with the Department for approval. Said policies shall not be canceled, permitted to expire, or be changed without thirty (30) days advance written notice to the Department. Commercial General Liability Insurance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as claims for property damages, with combined single limits prescribed by the Department.
- 9. Travel: In cases where travel and related expenses are required to be identified separate from the fee for services, such costs shall be in accordance with State Travel Regulations. The contract contains a maximum compensation which shall be inclusive of all charges including fees and travel expenses.
- 10. Political Activities: No funds provided herein shall be used to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition or any election ballot or a proposition or matter having the effect of law being considered by the Legislature or any local governing authority. Contracts with individuals shall be exempt from this provision.
- 11. State Employment: Should Contractor become an employee of the classified or unclassified service of the State of Louisiana during the effective period of the contract, Contractor must notify his/her appointing authority of any existing contract with State of Louisiana and notify the contracting office of any additional state employment. This is applicable only to contracts with individuals.
- 12. Ownership of Proprietary Data: All non-third party software and source code, records, reports, documents and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract. All non-third party-software and source code, records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract.

13. Subcontracting: Contractor shall not enter into any subcontract for work or services contemplated under this contract without obtaining prior written approval of the Department. Any subcontracts approved by the Department shall be subject to conditions and provisions as the Department may deem necessary; provided, however, that notwithstanding the foregoing, unless otherwise provided in this contract, such prior written approval shall not be required for the purchase by the contractor of supplies and services which are incidental but necessary for the performance of the work required under this contract

No subcontract shall relieve the Contractor of the responsibility for the performance of contractual obligations described herein,

- 14. Conflict of Interest: Contractor warrants that no person and no entity providing services pursuant to this contract on behalf of Contractor or any subcontractor is prohibited from providing such services by the provisions of R.S. 42:1113.
- 15. Unauthorized Services: No claim for services furnished or requested for reimbursement by Contractor, not provided for in this contract, shall be allowed by the Department. In the event the Department determines that certain costs which have been reimbursed to Contractor pursuant to this or previous contracts are not allowable, the Department shall have the right to set off and withhold said amounts from any amount due the Contractor under this contract for costs that are allowable,
- 16. Fiscal Funding: This contract is subject to and conditioned upon the availability and appropriation of Federal and/or State funds; and no liability or obligation for payment will develop between the parties until the contract has been approved by required authorities of the Department; and, if contract exceeds \$2,000, the Division of Administration, Office of State Procurement,

The continuation of this contract is contingent upon the appropriation of funds from the legislature to fulfill the requirements of the contract. If the Legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

17. State and Federal Funding Requirements: Contractor shall comply with all applicable requirements of state or federal laws or regulations relating to Contractor's receipt of state or federal funds under this contract.

If Contractor is a "subrecipient" of federal funds under this contract, as defined in 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), Contractor shall comply with all applicable requirements of 2 CFR Part 200, including but not limited to the following: -Contractor must disclose any potential conflict of interest to the Department and the federal awarding agencyas required by COFR 5000 112

2 CFR §200.112.

Contractor must disclose to the Department and the federal awarding agency, timely and in writing, all violations of federal criminal laws that may affect the federal award, as required by 2 CFR §200.113. Contractor must safeguard protected personally identifiable information and other sensitive information, as required by

2 CFR §200.303. -Contractor must have and follow written procurement standards and procedures in compliance with federally approved

methods of procurement, as required by 2 CFR §§200.317 - 200.326. • Contractor must comply with the audit requirements set forth in 2 CFR §§200.501 - 200.521, as applicable, including but not limited to:

o Electronic submission of data and reports to the Federal Audit Clearinghouse (FAC) (2 CFR §200.512(d)). o Ensuring that reports do not include protected personally identifiable information (2 CFR §200.512(a)(2)).

Notwithstanding the provisions of paragraph 3 (Auditors) of these Terms and Conditions, copies of audit reports for audits conducted pursuant to 2 CFR Part 200 shall not be required to be sent to the Department.

- 18. Amendments: Any alteration, variation, modification, or waiver of provisions of this contract shall be valid only when reduced to writing, as an amendment duly signed, and approved by required authorities of the Department; and, if the contract exceeds \$2,000, by the Division of Administration, Office of State Procurement. Budget revisions approved by both parties in cost reimbursement contracts do not require an amendment if the revision only involves the realignment of monies between originally approved cost categories.
- 19. Non-Infringement: Contractor will warrant all materials, products and/or services produced hereunder will not infringe upon or violate any patent, copyright, trade secret, or other proprietary right of any third party. In the event of any such claim by any third party against DHH, the Department shall promptly notify Contractor in writing and Contractor shall defend such claim in DHH's name, but at Contractor's expense and shall indemnify and hold hamless DHH against any loss, expense or liability arising out of such claim, whether or not such claim is successful. This provision is not applicable to contracts with physicians, psychiatrists, psychologists or other allied health providers solely for medical services.
- 20. Purchased Equipment: Any equipment purchased under this contract remains the property of the Contractor for the period Purchased Equipment: Any equipment purchased under this contract remains the property of the Contractor for the period of this contract and future continuing contracts for the provision of the same services. Contractor must submit vendor invoice with reimbursement request. For the purpose of this contract, equipment is defined as any tangible, durable property having a useful life of at least (1) year and acquisition cost of \$1000.00 or more. The contractor has the responsibility to submit to the Contract Monitor an inventory list of DHH equipment items when acquired under the contract and any additions to the listing as they occur. Contractor will submit an updated, complete inventory list on a quarterly basis to the Contract Monitor. Contractor agrees that upon termination of contracted services, the equipment purchased under this contract revents to the Department. Contractor agrees to deliver any such equipment to the Department within 30 days of termination of contractor. of services
- Indemnity: Contractor agrees to protect, indemnify and hold harmless the State of Louisiana, DHH, from all claims for damages, costs, expenses and attorney fees arising in contract or tort from this contract or from any acts or omissions of Contractor's agents, employees, officers or clients, including premises liability and including any claim based on any theory of strict liability. This provision does not apply to actions or omissions for which R.S. 40:1299.39 provides malpractice coverage to the Contractor, nor claims related to treatment and performance of evaluations of persons when such persons cause harm to third parties (R.S. 13:5108.1(E)). Further, it does not apply to premises liability when the services are being performed on premises owned and operated by DHH.

- 22. Severability: Any provision of this contract is severable if that provision is in violation of the laws of the State of Louisiana or the United States, or becomes inoperative due to changes in State and Federal law, or applicable State or Federal regulations,
- 23. Entire Agreement: Contractor agrees that the current contract supersedes all previous contracts, negotiations, and all other communications between the parties with respect to the subject matter of the current contract.
- 24. E-Verify: Contractor acknowledges and agrees to comply with the provision of R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this contract.
- 25. Remedies for Default: Any claim or controversy arising out of this contract shall be resolved by the provisions of R.S. 39:1672.2-1672.4.
- 26. Governing Law: This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, and specifications listed in the RFP (if applicable); and this Contract.
- 27. Contractor's Cooperation: The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the state when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or shall not withhold State owned documents.
- 28. Continuing Obligation: Contractor has a continuing obligation to disclose any suspension or debarment by any government entity, including but not fimited to the General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future contracts.
- 29. Eligibility Status: Contractor and each tier of Subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Nonprocurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24CFR Part 24.
- 30. Termination for Cause: The Department may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the Department shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the Department may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the Department to comply with the terms and conditions of this contract; provided that the Contract or shall give the Department written notice specifying the Department's failure and a reasonable opportunity for the state to cure the defect.
- 31. Termination for Convenience: The Department may terminate this Contract at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.
- 32. Commissioner's Statements: Statements, acts and omissions made by or on behalf of the Commissioner of Administration regarding the RFP or RFP process, this Contract, any Contractor and/or any subcontractor of the Contractor shall not be deemed a conflict of interest when the Commissioner is discharging her duties and responsibilities under law, including, but not limited, to the Commissioner of Administration's authority in procurement matters.

THIS CONTRACT CONTAINS OR HAS ATTACHED HERETO ALL THE TERMS AND CONDITIONS AGREED UPON BY THE CONTRACTING PARTIES. IN WITNESS THEREOF, THIS CONTRACT IS SIGNED ON THE DATE INDICATED BELOW.

STATE OF LOUISIANA Magellan Medicaid Administration, Inc. DEPARTMENT OF HEALTH AND HOSPITALS 30 2016 3 DATE SIGNATURE DATE URE SI Greg Kaupp NAME NAME Secretary, Department of Health and Hospital or Designee SVP & General Manager TITLE TITLE **Bureau of Health Services Financing** L 16 DATE SIGNATURE DATE SIGNATURE Jen Steele NAME NAME Interim Medicaid Director TITLE TITLE

HIPAA Business Associate Addendum

This HIPAA Business Associate Addendum is hereby made a part of this contract in its entirety as Attachment to the contract.

- The Louisiana Department of Health and Hospitals ("DHH") is a Covered Entity, as that term is defined herein, because it functions as a health plan and as a health care provider that transmits health information i electronic form
- Contractor is a Business Associate of DHH, as that term is defined herein, because contractor either: (a) creates, receives, maintains, or transmits PHI for or on behalf of DHH; or (b) provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial services for DHH involving the disclosure of PHI.
- Definitions: As used in this addendum
- The term "HIPAA Rules" refers to the federal regulations known as the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules, found at 45 C.F.R. Parts 160 and 164, which were originally promulgated by the U. S. Department of Health and Human Services (DHHS) pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996 and were subsequently amended pursuant to the Health Information Technology for Economic and Clinical Health ("HITECH") Act of the American
- Recovery and Reinvestment Act of 2009. The terms "Business Associate", "Covered Entity", "disclosure", "electronic protected health information" ("electronic PHI"), "health care provider", "health information", "health plan", "protected health information" ("PHI"), "subcontractor", and "use" have the same meaning as set forth in 45 C.F.R. § 160.103. в.
- The term "security incident" has the same meaning as set forth in 45 C.F.R. § 164.304. The terms "breach" and "unsecured protected health information" ("unsecured PHI") have the same
- D. meaning as set forth in 45 C.F.R. § 164,402.
- Contractor and its agents, employees and subcontractors shall comply with all applicable requirements of the HIPAA Rules and shall maintain the confidentiality of all PHI obtained by them pursuant to this contract and
- addendum as required by the HIPAA Rules and by this contract and addendum. Contractor shall use or disclose PHI solely: (a) for meeting its obligations under the contract; or (b) as required by law, rule or regulation (including the HIPAA Rules) or as otherwise required or permitted by this contract and addendum.
- Contractor shall implement and utilize all appropriate safeguards to prevent any use or disclosure of PHI not 6. Contractor shall implement and utilize all appropriate sateguats to prevent any use of disclosule of PHH hot required or permitted by this contract and addendum, including administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of DHH. In accordance with 45 C.F.R. § 164,502(e)(1)(ii) and (if applicable) § 164,308(b)(2), contractor shall ensure that any agents, employees, subcontractors or others that create, receive, maintain, or transmit PHI on behalf of
- contractor agree to the same restrictions, conditions and requirements that apply to contractor with respect to such information, and it shall ensure that they implement reasonable and appropriate safeguards to protect such information. Contractor shall take all reasonable steps to ensure that its agents' employees' or subcontractors' actions or omissions do not cause contractor to violate this contract and addendum.
- Contractor shall, within three (3) days of becoming aware of any use or disclosure of PHI, other than as 8. permitted by this contract and addendum, report such disclosure in writing to the person(s) named in section 14 (Terms of Payment), page 1 of the CF-1. Disclosures which must be reported by contractor include, but are not limited to, any security incident, any breach of unsecured PHI, and any "breach of the security system" as defined in the Louisiana Database Security Breach Notification Law, La.R.S. 51:3071 *et seq*. At the option of DHH, any harm or damage resulting from any use or disclosure which violates this contract and addendum shall be mitigated, to the extent practicable, either: (a) by contractor at its own expense; or (b) by DHH, in which case contractor shall reimburse DHH for all expenses that DHH is required to incur in undertaking such mitigation activities.
- To the extent that contractor is to carry out one or more of DHH's obligations under 45 C.F.R. Part 164, Subpart 9 E, contractor shall comply with the requirements of Subpart E that apply to DHH in the performance of such obligation(s).
- Contractor shall make available such information in its possession which is required for DHH to provide an
 accounting of disclosures in accordance with 45 CFR § 164.528. In the event that a request for accounting is made directly to contractor, contractor shall forward such request to DHH within two (2) days of such receipt. Contractor shall implement an appropriate record keeping process to enable it to comply with the requirements of this provision. Contractor shall maintain data on all disclosures of PHI for which accounting is required by 45 CFR § 164.528 for at least six (6) years after the date of the last such disclosure. Contractor shall make PHI available to DHH upon request in accordance with 45 CFR § 164.524.
- Contractor shall make PHI available to DHH upon request for amendment and shall incorporate any amendments to PHI in accordance with 45 CFR § 164.526.
- 13. Contractor shall make its internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by contractor on behalf of DHH available to the Secretary of the U.S. DHHS for purposes of determining DHH's compliance with the HIPAA Rules.
- Contractor shall indemnify and hold DHH harmless from and against any and all liabilities, claims for damages, costs, expenses and attorneys' fees resulting from any violation of this addendum by contractor or by its agents, employees or subcontractors, without regard to any limitation or exclusion of damages provision otherwise set forth in the contract. 15. The parties agree that the legal relationship between DHH and contractor is strictly an independent contractor
- relationship. Nothing in this contract and addendum shall be deemed to create a joint venture, agency, partnership, or employer-employee relationship between DHH and contractor.
- 16. Notwithstanding any other provision of the contract, DHH shall have the right to terminate the contract immediately if DHH determines that contractor has violated any provision of the HIPAA Rules or any material term of this addendum.
- At the termination of the contract, or upon request of DHH, whichever occurs first, contractor shall return or 17. destroy (at the option of DHH) all PHI received or created by contractor that contractor still maintains in any form and retain no copies of such information; or if such return or destruction is not feasible, contractor shall extend the confidentiality protections of the contract to the information and limit further uses and disclosure to those purposes that make the return or destruction of the information infeasible.

Attachment B Statement of Work Magellan Medicaid Administration, Inc.

GOAL/PURPOSE

The Contractor will provide technical support for the State Supplemental Rebate Program and Preferred Drug List Management Services, including but not limited to research into the relative safety, clinical efficacy and cost of products within defined therapeutic drug classes.

The Contractor will meet the Louisiana Medicaid Pharmacy Benefits Management Program's needs in regards to developing and maintaining a Preferred Drug List (PDL) for the Louisiana Medicaid Program, negotiating supplemental rebate agreements with pharmaceutical manufacturers through a multi-state pooling initiative; and utilizing the Contractor's services to assist in billing pharmaceutical manufacturers for supplemental rebates pursuant to agreements entered into between such manufacturers and the Department.

The Contractor will provide the following services:

- Manage all aspects of the supplemental rebate negotiation process;
- 2. Provide information and data management of the Preferred Drug List (PDL);
- 3. Provide technical support to the Pharmaceutical and Therapeutics Committee (P&T):
- Provide clinical review of drugs/classes of drugs/ monographs/therapeutic class reviews used for recommendations;
- 5. Provide the Department with the financial and clinical analysis of P&T recommendations both before and after implementation;
- 6. Negotiate supplemental rebates agreements with pharmaceutical manufacturers through multi-state pooling contracts and potentially through a single state PDL. In these negotiations, the preferred drug list may be adjusted to include limited brand name drug products in each therapeutic category.
- Assist in the process of billing pharmaceutical manufacturers for supplemental rebates pursuant to agreements entered into between such manufacturers and the Department; and
- 8. Prepare clinical and cost data for performance indicators for performance based budgeting.

OUTCOME - #1

Pharmaceutical and Therapeutics (P&T) Committee

The Contractor shall provide the following support for the Medicaid P&T Committee including but not limited to:

- Supply therapeutic class reviews for the Louisiana Medicaid Pharmaceutical and Therapeutics (P&T) Committee. All medications available in a therapeutic class will be reviewed for comparative efficacy, side effects, dosing, prescribing trends and indications.
- Provide cost analysis of the therapeutic class to the Committee under guidelines specified by the Department to allow the P&T Committee to make informed recommendations from both a clinical and cost perspective.
- Review therapeutic classes no less than annually.

- Provide clinical pharmacists to review therapeutic classes including new medications or indications as approved by the Food and Drug Administration (FDA) and provide recommendations to the P&T Committee and the Department for appropriate changes to the PDL.
- Support, attend in person, and present clinical and cost information for all P&T Committee meetings each year.
- Assist the Department in developing the P & T Committee recommendations following the meeting to the Secretary of DHH.
- Develop clinically sound and cost-effective recommendations at the request of the Department to help the Department develop and manage the Preferred Drug List (PDL).
- Provide consultation including P&T Committee support as directed by the Department.

Performance Indicators

- Produce monographs, supplemental rebate negotiations, and savings analysis for each Therapeutic Class under review by the Committee no later than thirty (30) days prior to each P&T Committee meeting. Such reviews shall include summaries of the relative safety and efficacy of each drug within the therapeutic class and recommendations for the inclusion or exclusion of medications on the PDL within each class and relative cost sheets for each drug within the therapeutic class. Savings estimations shall be coded to protect the confidentiality of rebate information, in a format agreed to by the department and the Contractor. New drugs or drug indications will be reviewed when appropriate.
- Provide the P & T Committee recommendations report no later than three (3) business days following the meeting. Report shall consist of listing of preferred drugs and those requiring prior authorization.
- Provide record keeping (transcriber) during the meeting and assistance in writing the minutes 30 calendar days or more after the meeting. The contractor will secure and pay the transcriber, provide notes from the meeting regarding P&T members requests or other changes occurring during the meeting. The contractor will prepare completed minutes from the meeting 30 calendar days after the meeting.
- Provide any additional reports as necessary in a format agreed upon by the Department and the Contractor.

Monitoring Plan

The contract monitor shall:

- Attend the P & T Committee meetings to ensure the Contractor attends and presents the information at the meeting.
- Ensure the monographs, cost analysis, P & T Committee recommendations, and meeting minutes information are provided to the Department within the required time frame.
- Review the monographs to ensure they are in a format agreed upon by the Department.

OUTCOME - # 2

Preferred Drug List (PDL)

The Contractor shall assist in the development and management of a Preferred Drug List (PDL) by providing the following including, but not limited to:

The Contractor shall work in conjunction with the Department to develop a PDL that is

clinically sound, cost-effective, and minimally disruptive to Louisiana's Medicaid recipients and their providers.

- Review all medications available in a therapeutic class for efficacy, side effects, dosing, prescribing trends and indications, no less than annually. In addition, Contractor shall provide cost analysis of the therapeutic class to the P&T Committee as directed by the Department to allow the P&T Committee to make informed recommendations from both a clinical and cost perspective. The P&T Committee will be provided relative cost information pursuant to guidelines approved by the Department.
- Provide cost analysis for all drugs which the Contractor provides a clinical monograph, in addition to any additional drug reviews from other evidence based services.
- The Contractor's staff shall be available to present its proposal to the P&T Committee, in
 person, during the regular meetings as directed by the Department.
- Provide clinical and cost support for all P&T Committee meetings. The Contractor will
 prepare informational packets for the P&T Committee members and Department staff prior
 to any scheduled meetings.
- · Present clinical monographs to DHH at least thirty (30) days prior to the meeting date.
- Cost analysis must contain cost, rebate information, utilization data, projected market share shifts and savings for each therapeutic class or specific drugs to be reviewed.
- The cost sheets shall provide current utilization data and cost data in a format that will
 ensure rebate confidentiality.
- The list of drugs included in the cost analysis must be pre-approved by the Department.
- Provide assistance to the State in developing a single state PDL if requested by the Department.

Performance Indicators

- Present cost sheets (orally and in written format) to DHH at least thirty (30) days prior to the P&T meeting date.
- Provide to the Department all relevant documentation and data necessary to allow the Department's P&T Committee to conduct a minimum of forty (40) therapeutic class reviews per calendar year as agreed upon by both parties for two (2) or more P&T Committee meetings as requested by the Department per calendar year.
- Review new medications in therapeutic classes affected by the PDL as these new medications are approved by the FDA.
- Provide electronic files containing updates for the PDL to the Department within five (5) working days after the Department's approval of the PDL. Such files will be in a format agreed upon by the involved parties.
- Provide a progress report which includes meetings, classes reviewed, contracts with pharmaceutical manufacturers, etc. with accompanying timelines.
- Provide a single state PDL if requested by the Department, including but not limited to manually/electronically updating the PDL list 15 calendar days or less after P&T meeting.

Monitoring Plan

The contract monitor shall:

 Ensure cost sheets and the electronic files containing updates for the PDL are provided in a timely manner Review the cost sheets and electronic files to ensure the requested information is provided

OUTCOME - # 3

Supplemental Rebates

The Contractor shall manage all identified aspects of the supplemental rebate process, including, but not limited to the following:

- Maintain existing supplemental rebate agreements and negotiates new or renegotiates renewed supplemental rebate agreements with pharmaceutical manufacturers.
- Negotiate supplemental rebate agreements with pharmaceutical manufacturers on behalf of the Department. The parties will mutually develop a time frame for negotiating State Supplemental Rebates with manufacturers within therapeutic classes.
- Determine the best methodology for calculating state supplemental rebates paid by pharmaceutical manufacturers and develop a template to be used in contract negotiations that will meet CMS approval. The Contractor's methodology is subject to the Department's approval and ongoing adaptation to the Department's needs.
- Negotiate State Supplemental Rebate Agreements for each Therapeutic Class selected for the PDL. In these negotiations, the preferred drug list may be adjusted to limit brand name drug products in each therapeutic category. Contractor shall renegotiate the agreements as necessary at such time as the Department prepares to review such Therapeutic Class, and in response to changes in market conditions (e.g. when the Food and Drug Administration approves a new agent within a Therapeutic Class).
- Obtain bids from pharmaceutical manufacturers in the form of executable supplemental rebate agreements. (Contractor and manufacturers are required to use the rebate agreement agreed on by the Department).
- Assist the Department in obtaining CMS approval of the State Supplemental Rebate Agreements. Contractor must submit all State Supplemental Rebate Agreements and the Preferred Drug List for each Therapeutic Class to the Department for approval.
- Present supplemental rebate agreement signed by the manufacturer to the Department thirty (30) days after the Department's approval of the PDL
- Supplemental rebate agreements may be made between the State of Louisiana Department
 of Health and Hospitals and the pharmaceutical manufacturers in a format approved by the
 Department. One original copy of the supplemental rebate agreement with the original
 signatures shall be returned to the manufacturer.
- Maintain existing supplemental rebate agreements and/or negotiate new supplemental rebate agreements with pharmaceutical manufacturers, as directed by the Department.
- Negotiate supplemental rebate agreements for each therapeutic class of drugs as the P&T Committee prepares to review the class. Supplemental rebate agreements shall also be renegotiated at the request of the Department.
- Notify the Department before conducting a supplemental rebate agreement negotiation.
- Facilitate supplemental rebate agreement discussions and inquiries from manufacturers. The Contractor shall provide the Department with a Supplemental Rebate Bid Solicitation Report, when requested by the Department.
- Maintain the Department's State Supplemental Rebate Agreements separately from those of Contractor's other clients pursuant to LA R.S. 44:4(36).
- All negotiations with manufacturers and inquiries including but not limited to meetings, telephone calls, and mailings from manufacturers regarding State Supplemental Rebate Agreements may be handled by the Contractor in its home office(s).

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Performance Indicators

- Produce a Monthly Contract Status Report showing the status of the State Supplemental, Rebate Agreements with each manufacturer along with the manufacturer code, document and date, no later than fifteen (15) days after the end of each calendar month.
- Produce and facilitate the signing of supplemental rebate contracts with pharmaceutical manufacturers in a format agreed to by the Department and CMS. These contracts will be forwarded to the Department.
- Provide annual reports that detail the compliance of Medicaid providers to the PDL.
- Track the effective dates of all Supplemental Rebate Agreements and provide the Department with a LAM Billing File Report, which includes manufacturer, labeler codes & names, national drug code (NDC), status, QA, value, calculation, start and end Dates, Price, document number & TOP\$ tier, no later than fifteen (15) days after the end of each calendar month.
- Produce a Monthly TOP\$ Contract Status Report which includes Mfg., Number, Document, Status, Start Date, End Date, and Products no later than fifteen (15) days after the end of each calendar month.
- Produce an analysis of savings realized by the Pharmacy program as a result of the implementation of the PDL, in a format agreed to by the Department and the Contractor. The report shall detail the impact of the supplemental rebates on the Medicaid Pharmacy Benefits Management program in cost avoidance, supplemental rebate amounts, utilization variances and other agreed upon data within 30 days after receipt of the utilization data by the Department.
- Provide any additional reports as necessary in a format agreed upon by the Department and the Contractor.
- Provide assurances that the Department's supplemental rebate agreements are kept confidential and held separately from its other clients.

Monitoring Plan

The contract monitor shall:

- Review the monthly Contract Status Reports and compare to Pharmacy's internal report
- Review the monthly LAM Billing File Report and reconcile with the Department's records.
- Review the Annual Savings Analysis report
- Ensure all the reports are submitted in a timely manner
- Review the documents to ensure the requested information is provided

OUTCOME - #4

Supplemental Rebate Administration

The Contractor shall assist the State in supplemental rebate administration in the following manner, including but not limited to:

- Provide the capability to negotiate in a multi-state purchasing pool.
- Implement multi-state pooling initiatives in accordance to guidelines established by CMS in SMDL #04-006. In addition, the Contractor must have clear understanding of federal and state statutes and regulations governing the Medicaid Program, Medicare Part D and state supplemental rebates.
- Assist the Department in dispute resolution activities with pharmaceutical manufacturers as they pertain to SURA calculations.

Performance Indicators.

- Contractor will provide the SURA data in a Department approved text file format.
- Contractor will provide the necessary documentation to the Department to support the supplemental rebate billings along with amounts to submit to the manufacturers at the NDC level in a format as specified by the Department and the rebate agreements.
- Provide a quarterly report listing all NDCs with zero ("0") SURAs.
- Provide an electronic file containing calculated supplemental unit rebate amounts (SURA) to the Department within ten (10) calendar days after receipt of the CMS National Rebate file. The parties will agree upon the format for submission of each SURA data.
- Submit a written report detailing the status of any disputes regarding SURA with each manufacturer no later than fifteen (15) days after the end of each month during the Term of this Agreement.

Monitoring Plan

The contract monitor shall

- Review documentation submitted to the Department by the Contractor to support the supplemental rebate billings along with amounts to submit to the manufacturers at the NDC level.
- Ensure the reports are submitted in a timely manner
- Review the documents to ensure the requested information is provided

OUTCOME - # 5

Annual Analysis and Recommendation Report

Prepare a formal annual report outlining Louisiana Medicaid PDL Program Overview and Results. Provide a summary of the activities of the LDHH PDL for the State Fiscal Year. Assess and report the strengths and weaknesses of the PDL program complete with opportunities for future cost saving initiatives. All data in the report shall be referenced and include current trends and best practices in the pharmacy arena.

Performance Indicators

 A draft report to be submitted to the Department for review by January 15 and final report by February 15, annually.

Monitoring Plan

The contract monitor shall:

- Ensure the draft and final reports are submitted in a timely manner
- Review the documents to ensure the requested information is provided

OUTCOME - # 6

Quality Assurance

The Contractor shall develop a Quality Assurance Plan that documents the process to be used in assuring the quality of services provided for each requirement. The plan shall be developed with the Department's Strategic Plan outcomes in mind. The Quality Assurance Plan will be used to monitor the quality, impact, and effectiveness of services provided under the contract.

Performance Indicators

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 The Quality Assurance Plan shall be due ninety (90) days from the execution of the contract.

Monitoring Plan

 The Quality Assurance Plan will be reviewed annually to: a) see if the Contractor has met its goal for the year, b) update and/or set goals and milestones for the next year, c) analyze outcomes and effectiveness of services, and d) identify areas and opportunities for improvements.

OUTCOME - # 7

Ad Hoc Reports

Develop and deliver ad hoc reports as mutually agreed upon by the Contractor and the Department.

Performance Indicators

- Establish and maintain a database that has the capacity for data analysis, generation
 of ad hoc reports, both electronic and hard copy, and secure storage of supplemental
 drug rebate information as required under this contract.
- Developing recommendations and provide detailed strategies for maximizing the Department's annual savings resulting from the implementation of the PDL. These recommendations shall provide specific written suggestions for enhancing rebates and lowering net pharmacy costs through PDL products and other areas as requested by the Department.
- Upon reasonable notice. Contractor shall be available for appearances before the Louisiana Legislature or other interested parties, as requested by the Department.
- Provide sample reports as requested

Monitoring Plan

The contract monitor shall:

- Ensure the draft and final reports are submitted in a timely manner
- Review the documents to ensure the requested information is provided

OUTCOME - # 8

Transition Plan

The Contractor shall develop a Transition Plan to facilitate a smooth transition of the contracted functions from the Contractor at the end of the contract period, back to the Department and to another Contractor designated by the State. The plan should include, but not be limited to the following: 1) P & T Committee Meeting related information, 2) Invoicing Information, and 3) Savings. The final Department approved plan shall be due no later than 10 days from execution of the new contract. The Department shall have autonomy over its PDL.

Performance Indicators

 The Transition Plan analyzing current PDL and PA processes and recommendations for the implementation and transition to a comprehensive PDL within ten (10) days following the selection as the Department's Contractor.

Monitoring Plan

The contract monitor shall:

- Ensure the report is submitted in a timely manner
- Review the documents to ensure the requested information is provided

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OFFICER'S CERTIFICATION

Magellan Medicaid Administration, Inc.

I, the undersigned, am the duly appointed and acting Corporate Counsel of Magellan Medicaid Administration, Inc. (the "Company"). I hereby certify to the State of Louisiana, Department of Health and Hospitals (the "Department") as follows:

In accordance with the Bylaws of the Company, policies and practices of the Company, and authorizations granted by the Board of Directors of the Company, the follow persons are authorized to negotiate a contract between the Company and the Department on behalf of the Company:

Greg Kaupp, Senior Vice President & General Manager, Magellan Medicaid Administration, Inc.

And, the following person is authorized to execute on behalf of the Company the contract between the Company and the Department:

Greg Kaupp, Senior Vice President & General Manager, Magellan Medicaid Administration, Inc.

I have executed this Officer's Certification as of the 19th day of June, 2015.

MMI

Joyce H. Mulholland, Esq. Vice President and Associate Counsel Magellan Medicaid Administration, Inc.

MAGELLAN RX MANAGEMENT

Contract Signature Process October 13, 2015

Until further notice, the persons listed in the table bolow are to sign contracts in the designated areas if they are available to do so, and regardless of which Magellan affiliate within the Magellan Rx Management SBU is the contracting entity. Any person designated to sign in a Contracting Area below should also sign proposals in such area.

This Contract Signature Process document does not restrict the authority of other persons to sign such contracts under the Magellan Health, Inc. Delegation of Authority Matrix (the "Matrix"), nor does it restrict the ability to delegate authority under the Matrix. This supersedes the Contract Signature Process document dated July 1, 2015.

States - Links

Mostafa M. Kamal GEO Magellan Rx Management, Inc. SBU Head, Magellan Rx Management October 13, 2015



SECRETARY OF STATE

As Secretary of States of the State of Louisiana, I do hereby Cortify that

an Amended Application for Certificate of Authority form of

FIRST HEALTH SERVICES CORPORATION

Domiciled at GLEN ALLEN, VIRGINIA, changing the corporate name to

MAGELLAN MEDICAID ADMINISTRATION, INC.

Was filed and recorded in this Office on June 15, 2010.

In testimony whereof, I have hereunto set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on,

June 15, 2010

, Re

LC 33104780F



Certificate ID: 10076594#62N83

To validate this certificate, visit the following web site, go to Commercial Division, Certificate Validation, then follow the instructions displayed. www.sos.louisiana.gov

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State of Louisiana Secretary of State



COMMERCIAL DIVISION 225.925.4704

<u>Fax Numbers</u> 225.932.5317 (Admin. Services) 225.932.5314 (Corporations) 225.932.5318 (UCC)

Name		Туре	City	Statu
MAGELLAN MEDICAID A	DMINISTRATION, INC.	Business Corporation (Non-Louisiana)	GLEN ALLEN	Active
Previous Names				
FIRST HEALTH SERV	ICES CORPORATION (Chang	ged: 6/15/2010)		
	1PANY (Changed: 12/12/199	-		
Business:	MAGELLAN MEDICAID AD	MINISTRATION, INC.		
Charter Number:	33104780F			
Registration Date:	7/10/1980			
Domicile Address				
11013 W. B	ROAD STREET, STE. 500			
GLEN ALLE	N, VA 23060			
Mailing Address				
6950 COLUI	MBIA GATEWAY DRIVE			
COLUMBIA,	MD 21046			
Principal Business Offi	ce			
11013 W. B	ROAD STREET, STE. 500			
GLEN ALLEN	I, VA 23060			
Registered Office in Lo	ouisiana			
5615 CORPO	DRATE BLVD., STE. 400B			
BATON ROL	IGE, LA 70808			
Principal Business Esta	ablishment in Louisiana			
5700 FLORI	DA BLVD.			
10TH FLOO	R REPUBLIC TOWER			
BATON ROL	IGE, LA 70806			
Status				
Status:	Active			
Annual Report Status:	In Good Standing			
Qualified:	7/10/1980			
Last Report Filed:	6/27/2014			
Туре:	Business Corporation (Non	-Louisiana)		

Registered Agent(s)

Agent:	CORPORATION SERVICE COMPANY	
Address 1:	320 SOMERULOS ST.	
City, State, Zip:	BATON ROUGE, LA 70802-6129	
Appointment Date:	11/2/2009	

Additional Officers: No

Officer(s)	
Officer: Title:	DANIEL N. GREGOIRE
Address 1:	Vice-President, Secretary, Director 55 NOD ROAD
City, State, Zip:	
Officer:	TIMOTHY NOLAN
Title:	Officer
Address 1:	11013 W. BROAD STREET, STE. 500
City, State, Zip:	GLEN ALLEN, VA 23060
Officer:	IRENE SHAPIRO
Title:	Officer, Treasurer
Address 1:	55 NOD ROAD
City, State, Zip:	AVON, CT 06001
Officer:	JONATHAN N. RUBIN
Title:	Director, Vice-President
Address 1:	55 NOD ROAD
City, State, Zip:	AVON, CT 06001
Officer:	WILLIAM MCBRIDE
Title:	Director
Address 1:	55 NOD ROAD
City, State, Zip:	AVON, CT 06001
Officer:	LINTON C. NEWLIN
Title:	Vice-President
Address 1:	1203 4TH STREET SW
City, State, Zip:	CULLMAN, AL 35055
Officer:	MARGIE SMITH
Title:	Officer
Address 1: City, State, Zip:	1203 4TH STREET SW CULLMAN, AL 35055
Officer:	JOHN DIBERNARDI
Title:	Officer
Address 1:	6950 COLUMBIA GATEWAY DRIVE
City, State, Zip:	
Officer:	BARRY SMITH
Title:	Director
Address 1:	55 NOD ROAD
City, State, Zip:	AVON, CT 06001
Officer:	KEVIN FLETEMEYER
Title:	Vice-President
Address 1:	11013 W. BROAD STREET, STE. 500
City, State, Zip:	GLEN ALLEN, VA 23060
Officer:	ROBERT FIELD
Title:	President
Address 1:	15950 N. 76TH STREET, STE. 200
City, State, Zip:	SCOTTSDALE, AZ 85260
Officer:	GREG KAUPP
Title:	Officer
	1

Amendments on File (9)

Description	Date
Stmt of Chg or Chg Prin Bus Off	2/22/1985
Stmt of Chg or Chg Prin Bus Off	4/1/1986
Name Change	12/12/1991
Stmt of Chg or Chg Prin Bus Off	2/1/1993
Stmt of Chg or Chg Prin Bus Off	2/22/2005
Stmt of Chg or Chg Prin Bus Off	7/7/2008
Stmt of Chg or Chg Prin Bus Off	9/19/2008
Stmt of Chg or Chg Prin Bus Off	11/2/2009
Name Change	6/15/2010

.

Print

Exhibit 3 LaGov# 2000156914

Nina Bandali, PharmD Clinical Project Manager

EXPERIENCE

Clinical Project Manager, Magellan Rx Management

2012 - Present

2003 - 2012

2006 - 2012

- Responsible for account management and clinical consultation in multiple states, Florida, Minnesota. Serviced the states of Pennsylvania and West Virginia
- Responsible for formulation of P&T recommendations based on evidence-based medicine and cost-effective measures
- Provides clinical support through writing assignments in Therapeutic Class Reviews and other clinical committees as needed
- Communicates and coordinates directly with state clients, implementing clinical initiatives
- Responsible for presentation of PDL recommendations and clinical information during P&T Committee meetings
- Provides explanation of strategic initiatives related to the PDL to state clients and P&T members

Xerox/ACS Government Healthcare Solutions Manager of Industry Relations

- Acted as rebate manager for Indiana Medicaid acting as primary point of contact for State client overseeing all rebate operations and rebate initiatives and implementations
- Managed the supplemental rebate program for Indiana and Ohio Medicaid
- Handled all relations with pharmaceutical manufacturers acting as point of contact
- Conducted one-on-one meetings with manufacturers
- Coordinated activities for monthly presentations by manufacturers
- Compiled all supplemental rebate bids
- Acted as liaison between client and manufacturers during contract negotiations
- Prepared comprehensive financial analysis for all supplemental rebate bids and related information for client
- Conferred with clinical information pharmacists to formulate clinical recommendations for preferred drug list
- Contributed to internal pharmacy and therapeutics committee meetings
- Presented financial analysis to therapeutics committee during P&T meeting explaining different cost-saving scenarios
- Prepared all supplemental rebate contracts for accepted bids
- Entered supplemental contracts into drug rebate analysis and management system
- Ensured execution of said contracts
- Attended client meetings regarding supplemental rebates

- Handled ad hoc reporting requests including design, analysis, and presentation of data output
- Maintained FTP accounts and contact persons for all manufacturers
- Assisted with new contract implementations
- Participated in sales presentations
- Trained clients on Business Objects, a querying system
- Accomplished savings of over \$20 million for client in undiscovered rebates

Clinical Program Analyst/Clinical Information Pharmacist

2005 - 2006

2004 - 2005

- Implemented a systems conversion of state Medicaid drug program
- Established drug coverage for new Medicaid claims processing system
- Offered clinical recommendations for drug coverage set-up
- Provided drug information to clinical services department and to account managers
- Developed newsletter articles for posting on state Medicaid website
- Conducted therapeutic class reviews
- Completed query requests for state Medicaid programs, for worker's compensation programs, and for internal department heads on a project-by-project basis
- Identified target clinical issues and interventions for various state-run Medicaid and worker's compensation clients
- Audited prescription claims for Medicaid programs focusing on drug compliance and utilization
- Assigned cases to compliance monitoring pharmacists
- Conferred with account managers and financial analysts to meet client's strategic and clinical objectives
- Devised ad hoc reporting (custom reporting) and standard, defined reports for various clients
- Researched and developed innovative clinical rules for use in the creation of a claims processing system
- Acted as a technical liaison for the implementation of an automatic claims processing program
- Analyzed various data streams to determine if further action is required.
- Completed projects consistently exceeding expectations

Therapeutic Consultation Pharmacist Team Lead

- Functioned as team lead over 30 pharmacists in a prescription benefits call center
- Provided ongoing training for pharmacists in various stages of their development
- Resolved claims and prior authorization issues
- Supported management in ensuring a productive and customer-oriented focus
- Participated in quality assurance monitoring
- Collaborated with management to maintain day-to-day operations

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- Performed as editor of the quarterly newsletter for both the call center and for the clinical services department
- Conducted intensive training for new pharmacists in transition to Henderson, NC
- Acted as the lead in a budget reduction program on behalf of Florida Medicaid resulting in a \$292 million reduction
- Oversaw the reduction of over 17,000 faxed requests to a more manageable 300 faxes in just under 2 months

Therapeutic Consultation Pharmacist

- Performed as a consultant pharmacist for prescription benefits management call center specializing in State Medicaid programs.
- Recommended cost-effective therapy to decrease healthcare expenditures for client
- Evaluated clinical criteria for specialty drugs
- Reviewed patient profiles for recommendations pertaining to appropriate dosing, therapy duplication, drug interactions, etc.
- Handled high-call volume
- Provided customer service for physicians, healthcare professionals, pharmacies, etc.
- Awarded "Top Therapeutic Consultation Pharmacist" five out of six times

Senior Pharmacist, CVS Pharamcy

- Managed operations for a high-volume pharmacy
- Supervised pharmacy auxiliary staff
- Counseled patients on drug information, specifically, drug administration, side effects, precautions and outcomes of prescription and over-the-counter medications
- Resolved customer complaints
- Facilitated the amalgamation of two pharmacies
- Increased revenue for the pharmacy by doubling volume from an average of 180 prescriptions/day to an average of 380 prescriptions/day
- Maintained superior customer service based on limited staffing budgets.
- Utilized efficient inventory practices resulting in decreased reliance on outside vendor
- Nominated by management as the top pharmacist in the district

LICENSURE(S) AND CERTIFICATION(S)

State of Georgia Pharmacy License #20374

PROFESSIONAL EDUCATION

Mercer University Southern School of Pharmacy

Doctor of Pharmacy, 2000

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2003 - 2004

2001 - 2007

Michele Dickson PDL Data/Financial Analyst

EXPERIENCE

Health Care Analyst, Magellan Rx Management

- Solicits and coordinates with manufactures for supplemental rebate data information.
- Analyzes the individual cost components of drugs to determine the overall cost to the customer.
- Develops models for individual therapeutic classes to help our customers determine the financial outcomes associated with implementing various scenarios in reference to their PDL recommendations.
- Produces standard quarterly and annual reports to track statistics such as how well each customer is achieving their overall savings.
- Handles ad hoc requests when a special report or analysis in needed by the state.

Marketing Assistant, Mane, Inc.

- Analyzed the consumer-syndicated data to provide insights to company clients in the consumer packaged goods department.
- Point of contact for consumer products databases and market intelligence tools.
- Responsible for fielding questions and coordinating appropriate company training sessions.

Administrative Support, General Revenue Corporation

- Created and maintained a process for the debt collection department to measure total collections by employees.
- Implemented structure and plans involving areas of opportunity for annual company improvements.

1

PROFESSIONAL EDUCATION

Bowling Green State University

Bachelor of Science

2006 - 2010

2010 - Present

2005 - 2006

Angela Sanders

EXPERIENCE

Magellan RX Management Associate Contract/Rate Analyst

Generates and prepares contract documentation.

- Process and manages full execution of contracts.
- Loading contracted rates in Magellan's proprietary contract management system.
- Generating quarterly invoice files.
- Applying corporate standards and guidelines for contracts
- Assisting with dispute resolution.

Customer Service Specialist

- Tracked, processed, and resolved issues with cases in queue i.e.; benefits, networking, and claims payment (commercial and public sector)
- Assisted Client Integration with problem solving for specific client accounts (commercial and public sector)
- Provided back up for authorization representatives, Care Assist Team (internal help desk), and Clinical Services Department
- Assisted with appeal coordinator duties

Appeal Coordinator

- Processed retro requests on a case-by-case basis
- Maintained log for reprocessed cases and claim appeals
- Loaded contracted rates in Magellan's proprietary contract management system
- Communicated directly with assigned health plans regarding the status of nonclinical claim appeals
- Implemented electronic process for claim appeals

Authorization Representative

- Processed inbound provider (PCP, Specialist, and Ancillary) calls to start or correct prior-authorizations
- Provided status of prior-authorizations (internally and externally)
- Followed and tracked assigned client service level agreements

2012 - Present

2008 - 2012

2005 - Present

2005 - 2008

2005



Billing /Prior-authorization, Centrum HealthCare

- Billed home health services via hard copy and electronic
- Assisted patients with billing issues and benefit level questions
- Assisted accounting with correct posting of accounts
- Provided status of prior-authorizations (internally and externally)
- Assisted with prior authorizations of home health services and verifying benefits

High Toll /Fraud Analyst, MCI/G.C. Services

- Verified and documented customer conversations concerning unusual calling patterns
- Provided collection services when required
- Assisted customers with problem solving and with the screening process of certain types of calls/phone numbers

Lead Member & Provider Representative, United HealthCare

- Credentialed both new providers and previously contracted providers
- Provided assistance with inbound and outbound calls regarding medical, dental, and pharmaceutical benefits for local and national accounts, providers, and members
- Supported the administrative needs for the appeals department and provider services department

2

2001 - 2002

2004 - 2005

1995 - 2000



Magellan HEALTH.

Magellan Health Disaster Recovery Strategy

Overview

The intent of this document is to provide to its reader a high level understanding of the strategies employed by Magellan Health, Inc. to ensure business continuity. In this document, we attempt to answer the most frequently asked questions about how Magellan Health will respond to catastrophic events that might detrimentally impact our ability to provide the services expected of us by our clients. Questions not answered here should be referred to Jim Werner, IT Director – 314.387.4170 jcwerner@magellanhealth.com.

Recovery Strategy Overview

Magellan Health has traditionally employed a tape based recovery strategy. With this strategy, data backups are performed and moved daily to a secure off-site storage location. Shared backup computer hardware and warm-site data center facilities are provided by a third-party recovery services provider. In the event of a disaster, recovery teams are dispatched to the warm-site with the most recent backup tapes and needed recovery supplies to restore business critical data center operations. For many Magellan Health customers, tape based recovery provides a reasonably economic solution for computer operations recovery without major service disruptions. However, a Recovery Time Objective (RTO) of 72 hours is about the best that can be achieved. We will continue to employ this strategy where it is deemed appropriate. The Recovery Point Objective is 24 hours.

Call Centers

Magellan Health operates call centers across the continental United States. To ensure consistent high quality customer services during temporary office closures or telecommunication disruptions, telephone traffic may be rerouted from any Magellan Health call center, including After Hours, to an alternate call center restoring critical customer services within a matter of minutes. Secure VPN access is provided to key employees enabling them to work from home should office facilities be unavailable or unusable due to sustained damages, isolation, quarantine, etc. In combination, these two measures also counter the impact of high absenteeism generally associated with a pandemic event.

Data Center

Magellan Health has taken steps to eliminate or reduce to a minimum, unplanned data and telecommunication systems outages using current hardware and software technologies. Unplanned downtime exposure during day-to-day operations is significantly reduced with backup power generation systems, hosted environmental and systems monitoring applications, computer system and network hardware redundancies, mirrored disk, and data replication. Some of these technologies also serve to expedite critical systems recovery following a catastrophic event.

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October 29, 2014

Mage



Magellan Health Disaster Recovery Strategy

Magellan Health's primary data center is a tier 3 facility located in Maryland Heights, MO. It is constructed with true floor to ceiling walls with no exterior windows. A badge reader located at the solid wood entry door limits access to authorized employees. A sign posted at the data center entry requires employees to swipe their own ID Badge – Tailgating is prohibited. All doors are covered by digitally recorded closed circuit television cameras. Monitors are located in the data center command center and the Magellan Health security office. Data Center staff is on site 24 x 7 x 365. Visitors to the data center are required to sign in and out upon entering and leaving and must be escorted by an authorized Magellan Health employee.

The fire suppression mechanism is a KIDDE_FENWAL FM-200 Clean Agent Fire Suppression & Pre-Action Sprinkler System. Addressable/intelligent ionization and photoelectric smoke detectors are located on the ceiling and beneath the raised access floor. Seven 20-ton and two 30-ton Liebert HVAC units provide redundant capacity to cool the room.

All computer systems and related support equipment directly connected to the functional operation of the data center are supported through a 750 KVA MGE Uninterrupted Power Supply (UPS), a secondary 750 KVA Liebert Uninterrupted Power Supply (UPS) and distributed by five (5) 150 KVA Power distribution units (PDU's), one (1) 125 KVA PDU, one 300 KVA MGE PMM (Power Management module), and one (1) functional distribution cabinet (FDC). The primary UPS is supported by emergency battery backup. The battery backup is used as a backup to the primary source of emergency power via diesel generator. A 2000 KW Cummins Diesel Generator is located outside the building at ground level. The generator's fuel tank can provide 54 hours continuous standby power before refueling. The generator is tested monthly and can be refueled while in use.

Backup and Off-Site Data Storage

Iron Mountain provides secure offsite storage for recovery media and materials. Should Magellan Health declare a 'Disaster', Iron Mountain will deliver tapes for the last 15 days backups along with pre-assembled recovery materials to the designated recovery site. Iron Mountain transports encrypted backup media between their vaulting facility and the Magellan Health data center daily. The media is transported in locked bar-coded containers. Secure Synch, Iron Mountain's web based application software, is used to track off-site media inventory. Within Magellan Health, the media is tracked in a consolidated database using various system backup applications.

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Mage



Magellan Health Disaster Recovery Strategy

Backups are performed daily (incremental) and weekly (full save) for all mid range platforms. Full backups are performed nightly for Intel systems. Magellan Health uses a StorageTek SL8500 tape library system with T10000k encrypted tape drives. An IBM Tape Library system is used to support the backup of production data on the iSeries Power 7. The IBM system uses LTO-5 encrypted tape drives. Tapes are stored off-site for six (6) weeks. When returned, they are placed back into the tape library for re-use. Archive tapes are stored permanently offsite. Archives are full system backups performed on the last full weekend of the month for most mid range systems or, on the last day of the month for Intel systems and the mid range iSeries production systems.

Data Center Recovery Plan Summary

Priority 2 (P2) applications must be recovered within 72 hours. Priority 3 (P3) applications are not considered mission critical and may take up to 2 weeks for recovery.

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Magellan HEALTH SERVICES.

Magellan Health Disaster Recovery Strategy

Recovery Sites

In addition to the primary data center in Maryland Heights, MO, Magellan Health also has data center facilities at our Columbia, MD, Glen Allen, VA and Phoenix, AZ locations. Warm-site recovery services are also provided by Sungard Availability Services in Philadelphia, PA. The Sungard Availability Services site in Philadelphia is used for P2 and P3 application recovery. All sites, including the Sungard Availability Services Philadelphia site, are connected to the Magellan Health MPLS wide area network. In the event of a data center disaster, all applications will be recovered in priority sequence at the recovery site as shown in the table below.

Category	Application	RTO	Recovery Site
P2	Data Warehouse	72 Hrs	Philadelphia
P2	Claims Imaging	72 Hrs	Philadelphia
P2	Netbackup	72 Hrs	Philadelphia
P2	Magellan Rx Management - FirstRX, First Financial	72 Hrs	Philadelphia
P2	CAPS, IP, IPD	72 Hrs	Philadelphia
P2	Netbackup	72 Hrs	Philadelphia
P2	Citrix, FTP, SMS, MKS	72 Hrs	Philadelphia
P2	Infrastructure	72 Hrs	Philadelphia
P2	Magnet, WebChecks	72 Hrs	Philadelphia
P2	Ultipro, Data Warehouse	72 Hrs	Philadelphia
P2	JBoss	72 Hrs	Philadelphia
P2	NIA Apps – Informa, FTP, EDI, Perfect Tracker, BizTalk, FAX, RadMD, ICORE Auth	72 Hrs	Philadelphia
P2	Magellan Rx Management Apps – Remedy, FirstEnroll, FirstIQ, FirstRebate, FirstDARS, FirstPDL, SeeBeyond, WebRA, Tidal, FirstHCM	72 Hrs	Philadelphia
P3	All others	14 days or less	Philadelphia

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Magellan Health Disaster Recovery Strategy

Recovery Hardware

Recovery hardware is listed in the table below.

Application Group	Number of Servers	Config – O/S	Storage (TB)	Recovery Site	
Data Warehouse (P2)	8	Oracle RAC – Linux	20	Sungard - Philadelphia	
Claims Imaging (P2)	1	IBM P650 - AIX	1	Sungard - Philadelphia	
NetBackup (P2)	2	IBM P570 - AIX	1	Sungard - Philadelphia	
MMA Apps (P2)	22	IBM pSeries – AIX	75	Sungard - Philadelphia	
CAPS, IP, Provider Network (P2)	2	IBM i770 - OS400	20	Sungard - Philadelphia	
NetBackup (P2)	12	ESAG - Windows/NT	1	Sungard - Philadelphia	
Citrix, FTP, SMS, MKS (P2)	8	ESAG – Windows/NT	1	Sungard - Philadelphia	
Infrastructure (P2)	11	ESAG- Windows/NT	1	Sungard - Philadelphia	
Magnet, WebChecks (P2)	9	ESAG –Windows/NT	1	Sungard - Philadelphia	
Ultipro, Data Warehouse (P2)	9	ESAG - Windows/NT	4	Sungard - Philadelphia	
JBoss (P2)	7	ESAG - Windows/NT	1	Sungard - Philadelphia	
NIA Apps (P2)	27	ESAG - Windows/NT	4	Sungard - Philadelphia	
ICORE Auth (P2)	3	ESAG - Windows/NT	0.6	Sungard - Philadelphia	

The full data center recovery plan details recovery processes for each system. The plan also includes defined recovery roles and responsibilities, systems backup and recovery procedures, off-site media storage details, detailed hardware and software configurations / specifications, and emergency & critical business contacts information.

Plan execution should be considered when a (P2) application service outage is expected to exceed 72 hours. The plan is activated at the discretion of the VP of IT Operations or his designee. Once activated, all or part of Magellan Health's data processing activities will be restored at the alternate site.

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Magellan HEALTH SERVICES.

Magellan Health Disaster Recovery Strategy

Plan Rehearsal and Administration

Plan rehearsals are conducted for each platform at least annually by Magellan Health staff at the designated recovery sites.

A minimum of 40 hours test time is allocated to each P2 system. Historically, these systems have been recovered within 24 to 30 hours in rehearsal exercises. The remainder of the test time is typically allotted to user acceptance testing. (P2) Application testers connect to the backup equipment from Sungard Availability Services St. Louis Metro Center. Connectivity to the Magellan Health WAN is tested at the beginning of each rehearsal exercise. The test equipment is then isolated to protect production data during the remainder of the exercise.

Rehearsal results are summarized and reported to Senior Management within two weeks of exercise completion. The recovery teams keep detailed logs for use in updating backup and recovery procedures at the conclusion of each exercise. Recovery plans are reviewed quarterly and updated at the end of each exercise or as changes in the Magellan Health computer operations environment dictate.

Plan Administration

Plan documents are created and maintained by Magellan Health recovery team staff. The full recovery plan is distributed to all data center staff in electronic format.

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Magellan Health Disaster Recovery Strategy

Recent Exercise Rehearsal History

Platform	Priority	Rehearsal Date	Time required to Restore Operations	Number of Users Testing	Number Locations
IBM iSeries (CAPS, IPD, IP)	2	10/15/2014	40 hrs	10	2
R56000 Apollo (Claims Imaging)	2	10/15/2014	28 hrs	1	1
Intel – MHS (Netbackup and infrastructure)	2	10/15/2014	32 hrs	3	1
Intel – NIA (Informa)	2	04/09/2014	20 hrs	2	1
MMA Apps	2	06/25/2014	40 hrs	6	2

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Magellan HEALTH.

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Exhibit 5

Rebekah E. Gee MD, MPH SECRETARY

State of Louisiana

Department of Health and Hospitals Bureau of Health Services Financing

February 19, 2016

Ms. Pamela Bartfay Rice, Esq. Assistant Director, Professional Contracts DOA-Office of State Procurement P.O. Box 94095 Baton Rouge, Louisiana 70804-9095

RE: LaGov# 2000156914 Justification for Out –of-State Contract

Dear Ms. Rice:

Please consider this letter as justification for an out-of-state contract with Magellan Medicaid Administration. This contract will assist the Department with managing the Medicaid Pharmacy Preferred Drug List and Supplemental Rebate Program. There is no in-state contractor that can provide these services, which include negotiating supplemental rebate contracts with drug manufacturers in order to bring revenue into the state.

The contractor will not be in the state for more than 30 days.

If further information is needed, please contact Germaine Becks-Moody at (225) 342-9479.

Sincerely.

Stacy & Buiday

Stacy J. Guidry Medicaid Program Manager 1-B

Bienville Building • 628 N. Fourth St. • P.O. Box 91030 • Baton Rouge, Louisiana 70821-9030 Phone: (888) 342-6207 • Fax: (225) 342-9508 • www.dhh.la.gov An Equal Opportunity Employer John Bel Edwards GOVERNOR



Exhibit 6

Rebekah E. Gee MD, MPH SECRETARY

State of Louisiana

Department of Health and Hospitals Bureau of Health Services Financing

February 19, 2016

Ms. Pamela Bartfay Rice, Esq. Assistant Director, Professional Contracts DOA-Office of State Procurement P.O. Box 94095 Baton Rouge, Louisiana 70804-9095

RE: LaGov# 2000156914 Justification for Multi-Year Contract

Dear Ms. Rice:

The Department is requesting approval to enter into a three-year contract with Magellan Medicaid Administration ("Magellan") to assist the Department with managing the Medicaid Pharmacy Preferred Drug List and Supplemental Rebate Program. Because of Magellan's expertise, it is more efficient for the department to enter into a multi-year contract with this vendor than to seek out other vendors who lack similar expertise on an annual basis. The department understands that payment for subsequent fiscal years is subject to the availability and appropriation of funds.

If further information is needed, please contact Germaine Becks-Moody at (225) 342-9479.

Sincerely,

Stacy J. Buiday

Stacy J. Guidry Medicaid Program Manager 1-B

Bienville Building • 628 N. Fourth St. • P.O. Box 91030 • Baton Rouge, Louisiana 70821-9030 Phone: (888) 342-6207 • Fax: (225) 342-9508 • www.dhh.la.gov An Equal Opportunity Employer

1.

Additional Provisions

Entire Agreement Clause

This contract, together with the RFP and addenda issued thereto by the Department, the proposal submitted by the Contractor in response to the Department's RFP, and any exhibits specifically incorporated herein by reference, constitute the entire agreement between the parties with respect to the subject matter

Order of Precedence Clause

In the event of any inconsistent or incompatible provisions, this signed agreement (excluding the RFP and Contractor's proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the Contractor's proposal.