

Contract Summary Form

OptumRx, Inc.

SUMMARY OF SIGNIFICANT CHANGES

1. Attachment A – Scope of Work, Section IV – Clinical Programs and Formulary Management, Item 14 is deleted in its entirety.
2. Attachment A – Scope of Work, Section VII, Retail Network Management is amended to include Advanced Pharmacy Audit Services (APAS) description.
3. Attachment B – Cost/Compensation for Contract Services, Section IV, Additional Services is hereby amended to include:

Orphan Drug Program	\$300 per participating member per year
Advanced Pharmacy Audit Services	\$0.10 per claim

4. Attachment D – Contractor Performance Standards amended to include APAS performance guarantee.
5. Attachment F – Employer Group Waiver Plan (EGWP) Services addendum added.
6. Attachment F-1 – Fee table for EGWP services added.

SUBCONTRACTORS

N/A

CONTRACT OPERATING EXPENSES

County will pay Contractor for the services provided herein pursuant to the following table:

Term of contract:		Year 1:	01/01/2021 to 12/31/2021		
		Year 2:	01/01/2022 to 12/31/2022		
		Year 3:	01/01/2023 to 12/31/2023		

Traditional Year 1/Year 2/Year 3					
Base Administrative Fees	Retail 30:	\$0.00/\$0.00/\$0.00		per Net Paid Claim	
	Retail 90:	\$0.00/\$0.00/\$0.00		per Net Paid Claim	
	Mail Service:	\$0.00/\$0.00/\$0.00		per Net Paid Claim	
	Specialty:	\$0.00/\$0.00/\$0.00		per Net Paid Claim	
Paper Claim Fees	\$2.50		Per Processed Paper Claim plus the Base Admin. Fee		
PreCheck MyScript with ePrescribing	\$1.25		per PreCheck MyScript Transaction		
Retail 30 Pharmacy Network Year 1/Year 2/Year 3					
Brand Drugs	AWP minus	19.00%/19.00%/19.00%	plus	\$0.80/\$0.80/\$0.80	dispensing fee
Effective Overall Generic Guarantee (ingredient cost)	AWP minus	83.25%/83.35%/83.45%	plus	\$0.80/\$0.80/\$0.80	dispensing fee
Retail 90 (>83 day supply) Pharmacy Network Year 1/Year 2/Year 3					
Brand Drugs	AWP minus	21.50%/21.50%/21.50%	plus	\$0.00/\$0.00/\$0.00	dispensing fee
Effective Overall Generic Guarantee (ingredient cost)	AWP minus	84.10%/84.20%/84.30%	plus	\$0.00/\$0.00/\$0.00	dispensing fee
Mail Service Pharmacy Year 1/Year 2/Year 3					
Brand Drugs	AWP minus	25.25%/25.25%/25.25%	plus	\$0.00/\$0.00/\$0.00	dispensing fee
Effective Overall Generic Guarantee (ingredient cost)	AWP minus	85.35%/85.45%/85.55%	plus	\$0.00/\$0.00/\$0.00	dispensing fee
Specialty - Open Network Year 1/Year 2/Year 3					
Specialty Drugs	AWP minus 19.00%/19.10%/19.20% plus \$0.00 dispensing fee				
Specialty - Exclusive Network with no grace fills Year 1/Year 2/Year 3					
Specialty Drugs	AWP minus 20.00%/20.10%/20.20% plus \$0.00 dispensing fee				
Rebates (Premium Formulary) Year 1/Year 2/Year 3					
Client Estimated	Greater of 100% or				

Share	
Retail 30 - Minimum	\$180.00/\$195.00/\$210.00 Per Net Paid Brand Claim
Retail 90 - Minimum	\$420.00/\$465.00/\$505.00 Per Net Paid Brand Claim
Mail Service - Minimum	\$490.00/\$545.00/\$575.00 Per Net Paid Brand Claim
Specialty - Minimum (Exclusive specialty)	\$1,270.00/\$1,370.00/\$1,430.00 Per Net Paid Brand Claim
Specialty - Minimum (Open Specialty)	\$1,180.00/\$1,280.00/\$1,340.00 Per Net Paid Brand Claim
Rebates (Select Formulary) Year 1/Year 2/Year 3	
Client Estimated Share	Greater of 100% or
Retail 30 - Minimum	\$120.00/\$130.00/\$140.00 Per Net Paid Brand Claim
Retail 90 - Minimum	\$250.00/\$260.00/\$275.00 Per Net Paid Brand Claim
Mail Service - Minimum	\$285.00/\$300.00/\$320.00 Per Net Paid Brand Claim
Specialty - Minimum (Exclusive specialty)	\$590.00/\$630.00/\$680.00 Per Net Paid Brand Claim
Specialty - Minimum (Open Specialty)	\$560.00/\$600.00/\$650.00 Per Net Paid Brand Claim

Fees for Additional Services and Clinical Services will be charged, as applicable.

Additional Fees	
PreCheck MyScript ePrescribing	Included in Standard Services
PreCheck MyScript	\$1.25 per PreCheck MyScript transaction
Variable Copay Program	\$0.15 PMPM
Client Website Additional Users	Ten included, \$400 per year per additional user
Direct Member Reimbursement (DMR)	\$2.50 per processed paper claim plus the Administrative Fee
Ad-hoc Reporting	\$150 per hour, with a minimum of \$500

Manual Eligibility Maintenance	\$0.50 per record
ID cards - Subsequent mailings, replacements, or additional	\$2 per ID card plus postage, shipping and handling
Explanation of Benefits (EOB)	\$2 per EOB plus postage, shipping and handling
Custom Mailings	Production plus postage, shipping and handling
Retail Pharmacy Audit Administration	No administrative or retention fees
RxTRACK License Fee	Ten included, \$500 per seat annual fee thereafter
RDS Support Services	\$1.25 PMPM
Integrated Accumulator - Near Real Time Method	\$0.15 PMPM
Clinical Services (some fees are included with no additional charge)	
Drug Recall Reporting: Proactive monitoring to identify product recalls and withdrawals, and notification to affected members when appropriate.	Included
Concurrent Drug Utilization Review: Real time point of sale monitoring for potential medication use conflicts	Included
Basic Fraud, Waste & Abuse Audit: Optum staffs a diverse team of auditors and investigators focused on generating recoveries for, and detecting and deterring, fraud on the behalf of the client.	Included
Administration of OptumRx Standard Formulary: Optum bases formulary decisions on lowest net cost to provide sound clinical coverage while delivering more client savings and balancing member disruption.	Included
Administration of OptumRx Standard UM programs: From quantity limits to prior authorization to step therapy, Optum offers utilization management strategies that balance flexibility, savings, and member disruption. Refer to Benefit Design Forms for specific edits	Included
Standard Clinical Publications: Optum provides regular and timely updates relating to internal programs, CMS memos and more.	Included

Opioid Risk Management - Advanced Point of Sale Edits: Enhanced Drug Enforcement Agency Edit (DEA) Enhanced Concurrent Drug Utilization Review (CDUR): <ul style="list-style-type: none">• Drug-Drug Interaction: Opioid/Medication Assisted Therapy (MAT) Treatment• Drug-Drug Interaction: Opioid/Pregnancy• Drug-Drug Interaction: Opioid/Benzodiazepines• THERDOSE APAP• MEDLIMIT: Daily Cumulative limit on all opioids	Included
To assist commercial clients to manage compound prescriptions, the program includes option for clients to select multiple services: <ul style="list-style-type: none">• OptumRx National Compound Credentialing Program (required)• Clinical Prior Authorization on Compounds of High Concern• Bulk Chemical Exclusions• Compound Kit Exclusions• Analytics and reporting• Prior Authorization on High-Cost Products	Standard PA fees will apply if client selects Prior Authorization service
Clinical Prior Authorizations	
Technician/Pharmacist Review	\$50 per review
State-mandated Physician Review	\$135 per review
Prior Authorization Appeals	
Review Internal Clinical Appeals Not Requiring Physician	\$140 per review
Review Internal Clinical Appeals Requiring Physician	\$325 per review
External clinical appeal	\$500 per review
Retrospective Clinical Program Bundle offers all three of these clinical programs:	
<ul style="list-style-type: none">• RDUR Safety Management	Bundled Cost of \$0.17 PMPM
<ul style="list-style-type: none">• RDUR Gaps In Care	
<ul style="list-style-type: none">• Opioid Risk Management: Retrospective Intervention on Abused Meds module	
Medication Adherence Program	
Top 3 Conditions + Chronic Non-Specialty and Specialty Medications	\$0.19 PMPM

Opioid Risk Management Solution	
Utilization Management	Standard UM/transactional fees
Enhanced cDUR	Standard included. Customization: \$1,000 per edit.
Enhanced Benefit Design	
<ul style="list-style-type: none"> Adjust Refill Window 	Standard included. Customization: \$1,000 per edit.
<ul style="list-style-type: none"> Enhanced DEA edit by scope of practice 	Standard included. Customization: \$1,000 per edit.
Opioid Risk Management Solution (Add-On offerings)	
Refill Window 90% Scheduled II-V Controlled Drugs (80% Specialty-Mail)	Included
Comprehensive UM option	Included, PA fees will apply
Diabetes High-Risk Counseling only 100% of diabetics to be identified as high-risk and therefore included in Diabetes Counseling	\$195 per counseled member per year
Orphan Drug Program	\$300 per participating member per year
Advanced Pharmacy Audit Services	\$0.10 per claim

EGWP Compensation Table

Term of contract:		01/01/2023 to 12/31/2023	
Administrative Fee			
Base Admin Fee	\$1.50 PNPC		PNPC=Per Net Paid Claim
EGWP Admin Fee	\$8.50 PMPM		EGWP=Per Member Per Month
Broad Retail Pharmacy Network			
Brand Drug Discount AWP-19.00%	Brand Drug Dispensing Fee \$0.80 PNPC	Generic Drug Discount AWP-83.45%	Generic Drug Dispensing Fee \$0.80 PNPC
Broad Retail 90 Pharmacy Network			
Brand Drug Discount AWP-21.50%	Brand Drug Dispensing Fee \$0.00 PNPC	Generic Drug Discount AWP-84.30%	Generic Drug Dispensing Fee \$0.00 PNPC
Home Delivery Pharmacy			
Brand Drug Discount AWP-25.25%	Brand Drug Dispensing Fee \$0.00 PNPC	Generic Drug Discount AWP-85.55%	Generic Drug Dispensing Fee \$0.00 PNPC
Specialty Pharmacy – Open			
Overall Aggregate Guarantee			
Discount AWP-19.20%		Dispensing Fee \$0.00 PNPC	
Rebate Management – Silver			
Rebate Guaranteed Amount			
Retail Pharmacy \$185.00 PNPB	Retail 90 Pharmacy \$480.00 PNPB	Home Delivery \$550.00 PNPB	Specialty \$1,200.00 PNPB

Generic Dispense Rate Guarantee	
Retail 85.00%	Home Delivery 86.00%
<p>For each channel referenced with a Generic Dispense Rate (GDR) guarantee above (i.e., retail and mail), the Generic Dispense Rate (GDR) guarantee means for any full Contract Year, the number of Prescription Claims for Generic Drugs, as adjusted below (“Adjusted Total Prescription Claims”), i.e., $[GDR = GDR \text{ Utilization for Contract Year} / \text{Adjusted Total Prescription Claims for Contract Year}]$. The GDR guarantee will be expressed as a percentage. GDR Utilization and Adjusted Total Prescription Claims will be adjusted by excluding: (i) all Prescription Claims from the categories listed as exclusions on the discount and dispensing fee guarantees; and (ii) all Prescription Claims for Specialty Drugs.</p> <p>To be eligible for the GDR guarantee, Client must comply with each of the following for each Client Benefit Plan:</p> <ul style="list-style-type: none"> • Maintain an average copayment differential between tier 1 and tier 2 Formulary products of \$15 or more. • Adopt clinical programs associated with the Formulary; and • Implement dispense as written penalties for DAW 2 claims for the majority of Members. <p>The GDR guarantee will be measured and reconciled for each channel referenced with a GDR guarantee in the table above in the aggregate on an annual basis. Overachievement in one channel may be used to offset underperformance in another channel. The penalty for failure to achieve GDR guarantee for a Contract Year will be calculated as product of: $[\text{Adjusted Total Prescription Claims}] \times (\text{GDR guarantee} - \text{GDR achieved (each expressed as a percentage)}) \times (\text{average cost to Client for non-Specialty Brand Drugs for Contract Year minus average Member Cost Share Amount minus average applicable Rebate guarantee}) - (\text{average cost to Client for non-Specialty Generic Drugs for Contract Year minus average Member Cost Share Amount})]$</p> <p>The final penalty shall never exceed more than \$1.50 per Member per Contract Year.</p> <p>The GDR guarantee reporting will be provided in conjunction with the pricing discount and dispensing fee guarantee reporting.</p>	
Credits and Allowances – Pharmacy Management Allowance	
<p>Client shall receive a pharmacy management allowance (PMA) of up to \$5.00 per Member annually, which must be utilized within the applicable year and will not carry over to the following year. This PMA allowance is to be used by Client to offset the cost of actions intended to maximize the value of the pharmacy program. Funds may be used for items including, but not restricted to, programming for customization, design and implementation of clinical or other programs, communications, documented expenses related to staff education and industry conference attendance, auditing, data integration and analytics, consulting fees (excluding market checks), and engagement of relevant vendors that impact the pharmacy program strategy and results. Client will be required to submit documentation to support the expenses for which it seeks reimbursement. If Client terminates this Agreement for any reason before the end of the Initial Term, Client shall refund to OptumRx within 30 days after effective date of such termination the full PMA allowance applicable to the year of termination. It is the intention of the parties that, for the purposes of the Federal Anti-Kickback Statute, this PMA allowance shall constitute and shall be treated as a discount against the price of drugs with the meaning of 42 U.S.C 1320a-7b(b)(3)(A). To the extent required by Laws or contractual commitment, Client agrees to fully and accurately disclose and report any such discount to Medicare, Medicaid or other government health care programs as a discount against the price of the Prescription Drugs provided under this Agreement.</p>	
General Financial Terms	
<p>Except where stated in this section, all terms set forth in Attachment A of this Agreement, where applicable, are incorporated herein by reference. Furthermore, all pricing and financial terms under this Attachment F-1 shall apply uniquely to the EGWP Services in Attachment F and be independently measured and reconciled from Client’s commercial population.</p> <ul style="list-style-type: none"> • This Amendment must be signed at least 90 days before the effective date of the EGWP Services pricing in this Attachment F-1. • The effective date of the EGWP Services pricing in this Attachment F-1 will be January 1, 2023, with prior notice of award 120 days before the effective date of this Amendment. • The EGWP Services pricing in this Attachment F-1 is for a one (1) year contract term, subject to the terms and conditions in this Amendment. • The pricing in this Exhibit F-1 is for a minimum of 1,531 total EGWP Members as of the effective date of this Amendment. • Under the Pass-Through Pricing Model, Client shall pay the actual retail pharmacy rates paid by OptumRx for Prescription Drugs electronically processed and dispensed to a Member through OptumRx’s retail Pharmacy Network, which are estimated to be the effective rates set forth above. OptumRx’s compensation for its services shall be the Claims Administration Fees set forth above and a fee in an amount agreed to by the parties for any additional services authorized by Client. • Optum Specialty Pharmacy shall be specialty providers under this Agreement and Members will receive Specialty Drug Covered Prescription Services only from a Network Pharmacy, including Specialty Pharmacy. Specialty dispensing fees and Specialty Drug pricing shall apply for any Specialty Drugs filled at retail and Home Delivery. The Specialty Drug List will be provided to Client upon request may be updated from time to time. • Core Silver Formulary: The Guaranteed Rebate Amount is contingent upon Client’s adoption, without deviation, of OptumRx’s Formulary and utilization management programs. Clients must have a Rebate qualifying benefit design which includes a minimum of \$10 difference in 	

member most between preferred and non-preferred drugs, and that Members, after the deductible phase, must not be responsible for more than 50 percent of the ingredient cost (e.g., a 50% or more co-insurance plan).

EGWP Services and Fees as Applicable	
EGWP Services	
<ul style="list-style-type: none"> Enrollment/Finance Functions Standard Client Reporting 	<p>Included in EGWP Fee</p> <p>Included in EGWP Fee</p>
Explanation of Benefits (EOB)	
<ul style="list-style-type: none"> CMS compliant document monthly print and mail (where applicable) Spanish translated EOB, per Eligible Participant's request Client variable information (plan logo, hours of operation, customer service information) Programming changes as required for CMS requirements Data management and processing Application to enter formulary change information and message to appear on EOBs Viewer tool for OptumRx call center 	<p>Standard Package included in EGWP fee.</p> <p>Customization requirements may incur additional fees for production and postage.</p>
Transition Member Services	
<ul style="list-style-type: none"> Eligible Participant and Physician letter Daily Transmission Claims Data file Programming changes as required by CMS requirements Data management and processing Daily transition file(s), critical error if applicable Eligible Participant or customer inquiry support 	<p>Included in EGWP Fee</p> <p>Included in EGWP Fee</p> <p>Included in EGWP Fee</p> <p>Included in EGWP Fee</p> <p>Included in EGWP Fee</p> <p>Included in EGWP Fee</p>
1.	
PDE Management	
<ul style="list-style-type: none"> CMS Attestations PDE Creation Error oversight, trend analysis, and prevention Error resolution support and best practices PDE reprocessing as required CMS report distribution (i.e., P2P, Accum) Programming as needed for CMS required changes Reports (i.e., summary, statistics, pre-edit errors) Report Catalog of CMS generated files 	<p>Included in EGWP Fee</p> <p>Included in EGWP Fee</p> <p>Included in EGWP Fee</p> <p>Included in EGWP Fee</p> <p>Included in EGWP Fee</p> <p>Included in EGWP Fee</p> <p>Included in EGWP Fee</p> <p>Included in EGWP Fee</p>
2.	
Print Fulfillment (as applicable)	
<ul style="list-style-type: none"> ID Cards Welcome Kits ANOC/Evidence of Coverage (EOC) Mailing/Fulfillment Summary of Benefits & Opt Out letter Geo-Coded Pharmacy Directories Formulary Drug List Payment distribution to Eligible Participants and LTC's for adjustments that identified previous overpayment of the Eligible Participant cost share/Drug Refund Checks Other Eligible Participants or physician communications Eligible Participant requested materials Medicare Secondary Payer Letter/Survey All CMS-required CMS Transaction Reply Code (TRC) letter (post enrollment; including disenrollment, LEP, LIS, etc.) Return Mail Charge 	<p>Standard Package included in EGWP Fee.</p> <p>Customization requirements may incur additional fee.</p> <p>Standard Package included in EGWP Fee.</p> <p>Customization requests must be approved by OptumRx-EGWP and may incur additional fees.</p> <p>Standard Package included in EGWP Fee.</p> <p>Customization requirements may incur additional fees</p> <p>Included in EGWP Fee</p> <p>Included in EGWP Fee</p> <p>Included in EGWP Fee</p> <p>Included in EGWP Fee</p> <p>Production and Postage at cost</p> <p>Production and Postage at cost</p> <p>Included in EGWP Fee</p> <p>Included in EGWP Fee</p>

	Included in EGWP Fee
Add-On Medicare Part D Services	Included in EGWP Fee
<ul style="list-style-type: none"> Specialized support for Medicare Post-enrollment Calls (Benefits, eligibility, EOB review, letters, claim resolution) Manual Eligibility Data entry Loading of the required 306 months of pharmacy data Website with standard design: Access for Eligible Participants and Physicians Custom Website Development PBP And Plan Changes Batch processing of client-caused/initiated adjustments (includes analysis and preparation of data files for processing, adjustment of TrOOP/Drug Spend balances and creation of overpayment and underpayment report as appropriate) Coordination of Benefits with SPAP's or other mandated programs GeoAccess report (in excess of one annually provided in Core Services) DMR Coverage letter (paper claim) 	\$0.50 per record Included in EGWP Fee Included in EGWP Fee \$250 per Hour Included in EGWP Fee Included in EGWP Fee Included in EGWP Fee \$5,000 per Report Included in EGWP Fee"
This is not an inclusive list. OptumRx may charge for any products or services not specifically represented herein	