



**Amendment Number One
To Contract with OptumRx, Inc
For Pharmacy Benefit Management and Claims Administration
Program**

This Amendment Number One (hereinafter referred to as "Amendment") to Contract is made and entered into upon execution of all necessary signatures between OptumRx, Inc., with a place of business at 1600 McConnor Parkway, Schaumburg, Illinois, 60173 (hereinafter referred to as "Contractor") and the County of Orange (hereinafter referred to as "County"), a political subdivision of the State of California, which are sometimes individually referred to as "Party", or collectively referred to as "Parties".

WHEREAS, County and Contractor executed Contract for Pharmacy Benefit Management and Claims Administration Program for the County of Orange, commencing January 1, 2021 through December 31, 2023 (hereinafter "Contract"); and

WHEREAS, the Parties desire to amend Attachments A, B and D of the Contract;

NOW, THEREFORE, in consideration of the mutual obligations set forth herein, both County and Contractor agree as follows:

1. Attachment A – Scope of Work, Section I Financial/Pricing Terms, Item 71 is hereby amended to include:

Contractor will provide minimum aggregate annual Specialty Discount Guarantees. Contractor will measure the aggregate Specialty Pharmacy discount guarantees and pay/credit the County 100% of any shortfall within ninety (90) days of each Annual period, with the County retaining 100% of any additional savings achieved; shortfalls in one guarantee may not be offset by overages in any other guarantee.

2. Attachment B – Cost/Compensation for Contract Services, Section III, Credits and Allowance is hereby amended to include:

Pharmacy Management Allowance: County 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 County 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. County will be required to submit documentation to support the expenses for which it seeks reimbursement. If County terminates this Agreement in breach before the end of the Initial Term, County shall refund to OptumRx within 30 days after the 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 within the meaning of 42 U.S.C. 1320a-7b(b)(3)(A). To the extent required by Laws, County 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.

Attachment A - Amendment Number One to Contract with OptumRx, Inc

Attachment B – Cost/Compensation for Contract Services, Compensation is hereby amended to include Section IV Additional Services:

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

Attachment A - Amendment Number One to Contract with OptumRx, Inc

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

Attachment A - Amendment Number One to Contract with OptumRx, Inc

<p>To assist commercial clients to manage compound prescriptions, the program includes option for clients to select multiple services:</p> <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 	<p>Standard PA fees will apply if client selects Prior Authorization service</p>						
<p>Clinical Prior Authorizations</p> <table> <tr> <td>Technician/Pharmacist Review</td><td>\$50 per review</td></tr> <tr> <td>State-mandated Physician Review</td><td>\$135 per review</td></tr> </table>		Technician/Pharmacist Review	\$50 per review	State-mandated Physician Review	\$135 per review		
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<p>Prior Authorization Appeals</p> <table> <tr> <td>Internal Clinical Appeals Not Requiring Physician Review</td><td>\$140 per review</td></tr> <tr> <td>Internal Clinical Appeals Requiring Physician Review</td><td>\$325 per review</td></tr> <tr> <td>External clinical appeal</td><td>\$500 per review</td></tr> </table>		Internal Clinical Appeals Not Requiring Physician Review	\$140 per review	Internal Clinical Appeals Requiring Physician Review	\$325 per review	External clinical appeal	\$500 per review
Internal Clinical Appeals Not Requiring Physician Review	\$140 per review						
Internal Clinical Appeals Requiring Physician Review	\$325 per review						
External clinical appeal	\$500 per review						
<p>Retrospective Clinical Program Bundle offers all three of these clinical programs:</p> <ul style="list-style-type: none"> • RDUR Safety Management • RDUR Gaps In Care • Opioid Risk Management: Retrospective Intervention on Abused Meds module <p>Bundled Cost of \$0.17 PMPM</p>							
<p>Medication Adherence Program</p> <table> <tr> <td>Top 3 Conditions + Chronic Non-Specialty and Specialty Medications</td><td>\$0.19 PMPM</td></tr> </table>		Top 3 Conditions + Chronic Non-Specialty and Specialty Medications	\$0.19 PMPM				
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<p>Opioid Risk Management Solution</p> <table> <tr> <td>Utilization Management</td><td>Standard UM/transactional fees</td></tr> </table>		Utilization Management	Standard UM/transactional fees				
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Attachment A - Amendment Number One to Contract with OptumRx, Inc

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

4. Attachment D – Contractor Performance Standards is hereby amended as follows:

Member Satisfaction (Non-Specialty): Overall member satisfaction survey results will be “Satisfied” or greater for at least 90% of respondents. Member satisfaction results will be measured by the responses to Contractor’s member post-call "Voice of the Customer" satisfaction survey. County specific measurement contingent upon a statistically valid response rate.

Member Satisfaction (Specialty): Optum Specialty Pharmacy guarantees 90% or greater overall customer satisfaction measured by the responses to OptumRx’s member post-call "Voice of the Customer" satisfaction survey. Measured and reported annually and based upon Optum Specialty Pharmacy book of business data.

*** Signature Page ***

The Parties hereto have executed this Amendment to Contract on the dates shown opposite their respective signatures below.

OptumRx, Inc.

Print Name	Title
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Signature	Date
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Print Name	Title
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Signature	Date
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*** If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.**

The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President.

The second corporate officer signature must be one of the following: a) Secretary; b) Assistant Secretary; c) Chief Financial Officer; d) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

County of Orange, a political subdivision of the State of California

Print Name	Title
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Signature	Date
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Approved by Board of Supervisors on: Date _____

APPROVED AS TO FORM:



Deputy, Office of County Counsel

Orange County, California