



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

This Amendment Number Six (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 entered into Amendment Number One of the Contract to amend Attachment A, B, and D of the Contract effective January 1, 2021; and

WHEREAS, the Parties entered into Amendment Number Two of the Contract to amend Attachments A, and D of the Contract effective January 1, 2022 and Attachment B of the Contract effective October 1, 2021; and

WHEREAS, the Parties entered into Amendment Number Three of the Contract to amend Attachment B of the Contract, and to include Attachment F effective January 1, 2023; and

WHEREAS, the Parties entered into Amendment Number Four of the Contract to amend Attachment B of the Contract effective January 1, 2022; and

WHEREAS, the Parties entered into Amendment Number Five of the Contract to add Attachment G to the Contract effective December 1, 2022; and

WHEREAS, the Parties desire to amend Attachments A and B effective January 1, 2023, and add Attachment H of the Contract effective June 1, 2023;

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 111 is hereby amended as follows:
“111. The County shall have the annual right to evaluate key pricing terms (e.g. A WP discounts, dispensing fees, administrative fees, clinical program fees, and rebates) and all other terms with a financial impact (e.g., generic dispensing rate guarantees, service performance guarantees, trend management guarantees) to ensure that pricing remains competitive in the PBM marketplace throughout the contract term (the "Market Check"). The market check provides a means for the County to determine if pricing terms remain market-leading relative to the marketplace, not just market-leading within Contractor's employer book of business. Annual Market Checks conducted that have any new pricing will become effective January 1 of the following year.”
2. Attachment A – Scope of Work, Section I Financial/Pricing Terms, Item 115 is hereby added as follows:
“115. Any revisions to financial terms resulting from the parties’ negotiations are effective the first day of the following contract year, subject to the parties having executed an amendment to the Agreement at least 60 days prior to the effective date.”

3. Attachment A – Scope of Work, Section I Financial/Pricing Terms, Item 116 is hereby added as follows:
 “116. Notwithstanding anything in this Agreement to the contrary, the financial guarantees set forth above apply only if County has received Administrator’s services for a full contract year. Furthermore, if this Agreement is terminated prior to the end of a given contract year, then Administrator is not required to meet the financial guarantees set forth above.”
4. Attachment B-Cost/Compensation for Contractor Services, Section I Compensation, Rebates (Premium Formulary) is hereby replaced as follows:

Rebates (Premium Brand Over Generic Formulary)	
Client Estimated Share	Greater of 100% or
Retail 30 - Minimum	\$240.00 Per Net Paid Brand Claim
Retail 90 - Minimum	\$650.00 Per Net Paid Brand Claim
Mail Service - Minimum	\$775.00 Per Net Paid Brand Claim
Specialty - Minimum	\$2,500.00 Per Net Paid Brand Claim

5. Attachment H – Price Edge for Non-Covered Drugs Addendum is hereby added in its entirety as follows:

Attachment H
Price Edge For Non-Covered Drugs Addendum

County and Optum Rx agree that Optum Rx, by and through its affiliates, shall provide Price Edge for Non-Covered drugs to and for the benefit of Members in Wellwise Choice, Wellwise non-Medicare Retiree, Sharewell Choice and Sharewell Retiree as set forth below.

NOW THEREFORE, the Parties agree as follows:

1. DESCRIPTION OF SERVICES

- 1.1. Price Edge for Non-Covered Drugs for Members. Optum Rx, through its affiliates, shall provide services through which Members may utilize their existing prescription drug identification cards to access negotiated pricing (where applicable) for certain prescription claims for Generic Drugs which are not covered by County’s Plan Specifications and are dispensed at Network Pharmacies (“Price Edge for Non-Covered Drugs”). The list of drugs included in the Price Edge for Non-Covered Drugs program will be developed and maintained by Optum Rx.
- 1.2. Optum Rx agrees to provide access to Price Edge for Non-Covered Drugs at no charge to Members or County. Members will be responsible for paying the full (discounted, if applicable) price of the drug, including any dispensing fees or other applicable fees at the point of sale. Claims processed through Price Edge for Non-Covered Drugs are excluded from any reporting obligations and any discount or rebate, reconciliation, or other pricing commitments set forth in the Agreement.

2. TERM AND TERMINATION

- 2.1 Termination for Convenience. Either Party may terminate the services provided under Price Edge for Non-Covered Drugs for convenience on written notice provided to the other Party no later than thirty (30) days prior to the effective date of such termination. This termination for convenience right applies solely to Price Edge for Non-Covered Drugs and does not affect any other services offered under the Agreement.

2.2. Effect of Termination. If Price Edge for Non-Covered Drugs is terminated as a result of breach by either Party, each Party shall retain any and all rights and remedies under the Agreement, and applicable law. Upon termination of Price Edge for Non-Covered Drugs, County shall be responsible for notifying the affected Members.

3. GENERAL TERMS

3.1 Non-payment. If a Member fails to meet any payment obligations at the point of sale, then such Member will be unable to utilize the services provided under Price Edge for Non-Covered Drugs.

3.2. Regulatory Notification. County shall promptly notify Optum Rx of all inquiries from federal or state governmental departments, attorneys, Members, or other persons alleging a complaint with Price Edge for Non-Covered Drugs and provide any applicable documentation of such.

3.3. Compliance with Law. Each Party is responsible for ensuring its compliance with any laws applicable to the provision of services under Price Edge for Non-Covered Drugs, including any necessary licenses and permits.

3.4. Notification. County shall be solely responsible for communicating in writing, via a mutually agreed-upon notice, to Members with respect to services offered under Price Edge for Non-Covered Drugs

3.5 Fees. Although Optum Rx agrees not to charge an administrative fee to County for these Price Edge for Non-Covered Drugs claims, Optum Rx, its affiliates, subcontract service providers, brokers, consultants, and administrators, may receive and retain fees, proceeds, and/or other revenues in connection with Price Edge for Non-Covered Drugs.

3.6. Incentives. Only Optum Rx, its affiliates, or their contracted service providers, and not County, shall retain exclusive rights to all program data and marketing incentives, rebates or discounts from manufacturers, and any fees which may be payable in connection with or derived from Price Edge for Non-Covered Drugs or its Claims, if any. Any third-party fees shall be paid per net paid claim solely where Optum Rx has collected fees from Network Pharmacies with respect to processed claims.

6. Except as amended herein, all other terms and conditions, including those terms of the Contract and any amendments/modification are incorporated by this reference as if fully set forth herein and shall remain in full force.

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*** Signature Page ***

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

OptumRx, Inc.

kathryn carey	CFO
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Print Name <small>DocuSigned by:</small> kathryn carey	Title
<small>1BB0BBDC82EB477...</small>	4/10/2023
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Signature	Date
Allison Davenport	President, Public Sector Market Segment

Print Name <small>DocuSigned by:</small> Allison Davenport	Title
<small>24A817357A7241A...</small>	4/10/2023
<hr/>	
Signature	Date

*** 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

Approved by Board of Supervisors on: Date _____

APPROVED AS TO FORM:

DocuSigned by:

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Deputy, Office of County Counsel
Orange County, California