

**AMENDED AND RESTATED COALITION
MASTER SERVICES AGREEMENT BETWEEN
OPTUMRX, INC.**

**HEALTH ACTION COUNCIL
AND
COOPERATIVE COUNCIL OF GOVERNMENTS**

This Coalition Master Services Agreement (this “**Agreement**”) is entered into January 1, 2021 (the “**Effective Date**”) by and among OptumRx, Inc. (“**PBM**”), a California corporation, Health Action Council a not for profit corporation (“**Client**”) and The Cooperative Council of Governments, Inc., an Ohio nonprofit corporation organized as a regional council of governments under Chapter 167 of the Ohio Revised Code (“**CCOG**”) on behalf of Participating Groups who subsequently sign Participation Agreement in the Form of Exhibit F (each a “**Participating Group**” as further defined in Exhibit D). PBM, Client and CCOG are each a “**Party**” and together the “**Parties**”. The Parties previously entered into that certain Coalition Master Services Agreement, dated as of January 1, 2017, and subsequently amended (the “**Former Agreement**”). The Parties hereby agree to terminate the Former Agreement; to replace and supersede the Former Agreement with this Agreement; and to set forth the services to be furnished by PBM in support of Participating Group’s benefit plan, all in accordance with this Agreement.

WHEREAS: Client is arranging for PBM to provide prescription benefit management, disease management and specialty pharmacy services for Participating Groups.

WHEREAS: Client endorses two pharmacy benefit management organizations.

WHEREAS: CCOG acts as a lead public agency for Equalis Group, a public sector cooperative purchasing organization (“**Equalis Group**”), and establishes already-procured, competitively solicited master agreements for certain Participating Groups through a public sector procurement process.

WHEREAS: The CCOG Board of Directors authorizes Equalis Group, LLC., a Delaware limited liability company (“**Equalis**”), to act as the duly authorized agent of CCOG to manage the procurement, marketing, sales, reporting, and financial activities, for, and on behalf of CCOG and Equalis Group, to facilitate group purchasing activities.

WHEREAS: CCOG and Equalis endorse HAC efforts to arrange prescription benefit management, disease management and specialty pharmacy services and offers access to this Agreement through Equalis Group.

WHEREAS: PBM agrees to be one of two endorsed pharmacy benefit management organizations.

WHEREAS: Each Participating Group has established one or more health “Benefit Plan(s)” qualified under either ERISA or other legal authority necessary to use PBM for prescription benefit management, disease management and specialty pharmacy services.

WHEREAS: Each Participating Group is an active dues paying member of Client.

Defined terms used throughout this Agreement are provided in Exhibit D attached hereto and incorporated herein by reference.

The Parties agree:

1. Obligations of PBM.

(a) Claims Processing.

(i) Claims Processing Services. PBM shall provide the services related to processing “Claims” for prescriptions dispensed on or after the “Effective Date”. PBM will process Claims received from “Participating Pharmacies” and “Eligible Members”, determine whether such Claims qualify for reimbursement in accordance with

the terms of the “Plan Design Document”, and determine the payment applicable to the Claim. PBM will process Claims within the National Council for Prescription Drug Programs (“NCPDP”) standard adopted under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) Regulations for Electronic Transactions. Upon termination of this Agreement, PBM shall be solely responsible to process only those Claims that are for prescriptions dispensed before the termination date and received by PBM from Participating Pharmacies no later than thirty (30) days after the termination date and from Eligible Members no later than sixty (60) days after the termination date.

(ii) Claims from Participating Pharmacies. The following services will be provided upon receipt of a Claim:

- i. Verification that the individual for whom the prescription has been provided is an Eligible Member;
- ii. Verification that the medication dispensed is covered under the Plan Design Document; and
- iii. If applicable, verification that the prescriber is included in the prescriber network file provided by Participating Group.

(b) Retail Participating Pharmacy Network.

(i) National Network. PBM will provide a national network of Participating Pharmacies (“PBM National Network”) that will include all major chain pharmacies to provide “Covered Prescription Drug Services” to Eligible Members. The Eligible Member will pay the lowest of the (i) Eligible Member’s cost share; (ii) pharmacy contracted rate plus dispensing fee; (iii) the pharmacy’s usual and customary charge for the product or (iv) Ingredient Cost Submitted PBM may terminate a specific Participating Pharmacy for good cause, including quality of care issues or loss of appropriate licensure. PBM will notify Participating Group within (10) calendar days of any termination of a Participating Pharmacy and Participating Group will send notice to any Eligible Members who have utilized a terminated Participating Pharmacy during the prior six months.

(ii) Collection of Cost Sharing by Participating Pharmacies. Prior to providing an Eligible Member any of the Covered Prescription Drug Services to which the Eligible Member is entitled under the Plan Design Document, PBM will require the Participating Pharmacy to collect any Cost Sharing from the Eligible Member. Participating Pharmacies shall not recover any unpaid balances, other than any Copayment, deductible or co-insurance due Participating Pharmacies from such Eligible Members.

(iii) Payments to Participating Pharmacies. PBM will pay the Participating Pharmacies within thirty (30) days of adjudication or as otherwise required by applicable law or rules and regulations.

(iv) Customer Service for Participating Pharmacies and Provider Inquiries. PBM will provide a call center telephone line available to all Participating Pharmacies 24-hours per day, 7 days per week.

(v) In the event five percent (5%) or more of the retail pharmacies in PBM’s retail pharmacy network in Participating Group’s Member geographic area are no longer contracted with PBM for Retail Pharmacy Services and their participation in a network used by Participating Group terminates, Participating Group will have the option to directly contract with such retail pharmacies and PBM will support Participating Group’s pharmacy services agreements with such pharmacies. Should Participating Group contract directly with such a pharmacy, Participating Group understands that any and all such claims will be paid by PBM but not be included in the reconciliation of the financial guarantees set forth under this Agreement.

(c) Mail Service Pharmacy. Client agrees that PBM will be the exclusive provider of Mail Service Pharmacy Services for Participating Group selecting PBM and PBM shall provide the following mail pharmacy services:

- (i) receive prescriptions from Members via U.S. mail or commercial carrier at an address as specified by PBM from time to time, subject to and in accordance with the Plan Design Document.

(ii) fill prescriptions during normal business hours, subject to the professional judgment of the dispensing pharmacist, provided that the Member has paid the correct Cost Sharing amount as applicable;

(iii) provide Members toll-free telephone access to a pharmacist and customer service representative;

(iv) provide Participating Group specific promotional materials that explain to Members how to use the mail service program, as well as any other materials Members may require to begin using the mail service program and Participating Group(s) shall distribute such information to Members. All Participating Group communication materials will be approved by Participating Group prior to release;

(v) provide computerized drug interaction monitoring of Members based upon the Member profile, programs for generic substitution and therapeutic intervention, pharmaceutical cost containment services and safety edits, and subject to prescriber approval, clinical appropriateness, the terms of the Participating Group Plan Design Document and applicable law; and

(vi) ship all prescription orders to Members via U.S. Postal Service or other appropriate carrier to the address provided by Participating Group and/or the Member, as long as such addresses are located in the United States or country where it is legal to ship prescriptions;

(d) Specialty Pharmacy. PBM shall provide the following services from its specialty pharmacy:

(i) receive prescriptions for Specialty Drugs, as identified in the Specialty Drug List (which is a fixed list amended from time to time under rules described in Exhibit C), subject to and in accordance with the Plan Design Document.

(ii) fill prescriptions, subject to the professional judgment of the dispensing pharmacist via U.S. mail or commercial carrier or facsimile machine at an address or telephone number specified by PBM from time to time;

(iii) provide Members dedicated toll-free telephone access to a pharmacist and customer service representatives;

(iv) provide to Participating Group promotional materials that explain to Members how to use the specialty service program, as well as any other materials Members may require to begin using the specialty program and Participating Group shall distribute such information to Members;

(v) provide computerized drug interaction monitoring of Members based upon the Member profile, programs for generic substitution and therapeutic intervention, pharmaceutical cost containment services and safety edits, and subject to prescriber approval, clinical appropriateness, the terms of the Participating Group Plan and applicable law;

(vi) ship all prescription orders to Members via U.S. Postal Service or other appropriate carrier to the address provided by Participating Group and/or the Member, as long as such addresses are located in the United States or location that permits delivery of prescriptions through such means; and

(vii) PBM's specialty pharmacy will not dispense drugs if the prescription is not accompanied by the Cost Sharing as applicable.

(viii) New Specialty Drugs that fall into an existing therapeutic class will be priced at that therapeutic class rate as set forth under Exhibit C. This provision shall include any drugs that PBM deems to be a bio-similar product.

(ix) A Participating Group may contract with an additional "Specialty Vendor" without incurring an increase in specialty drug discount costs from PBM. Neither Client nor CCOG may contract with an additional Specialty Vendor on behalf of Participating Groups.

(x) The Eligible Member will pay the lowest of the (i) Eligible Member's cost share; (ii)

Specialty Pharmacy contracted rate plus zero dispensing fee; or (iii) the Specialty Pharmacy's usual and customary charge for the product or (iv) Ingredient Cost Submitted.

(e) PBM Rebate Program.

(i) Participating Group is eligible to receive rebates ("Rebates") from certain Covered Manufacturers (the "Covered Manufacturer") or third party rebate aggregator for prescription drugs dispensed to Eligible Members which meet the following criteria: (a) Exhibit C specifies that Participating Group will be eligible for Rebates; (b) Participating Group satisfies the minimum Rebate contract criteria and has included the Covered Manufacturer's prescription drug on its Formulary; and (c) PBM has received Rebates resulting directly from Participating Group's satisfaction of Section 1. PBM, in its sole and absolute discretion, may enter into rebate contracts concerning prescription drugs on PBM's or Participating Groups' formulary. Many factors affect the amount of Rebates, including benefit design, arrangements with Covered Manufacturers, volume of prescription Claims, formulary structure, patent expiration, and PBM's overall business strategy.

(ii) Claims that may not be eligible to receive Rebates include prescription Claims: (a) with invalid service provider identification or prescription numbers; (b) where, after meeting the deductible, the Member's Cost-Sharing Amount under the applicable Benefit Plan requires the Member to pay more than 50% of the Prescription Claim; (c) for devices without a prescription drug component; (d) that are re-packaged "National Drug Code" NDCs; (e) stale dated claims over 180 days old; (f) compounds; (g) vaccines; (h) or portion thereof, that includes utilization for which a price concession is payable by a Covered Manufacturer under section 340B of the Public Health Service Act; (i) from entities eligible for federal supply schedule prices (e.g., Department of Veterans Affairs, U.S. Public Health Service, Department of Defense) or; (g) that are not for Prescription Drug (except for insulin and diabetic supplies). Notwithstanding the foregoing, if PBM receives Rebates for any claims enumerated in this section and are not excluded claims as set forth in this Section 1(e)(ii), 100% of such Rebates will be passed through to Participating Group.

(iii) Payment of Rebates. Subject to the terms and conditions of this Agreement, PBM will receive Rebates paid by Covered Manufacturers for eligible Rebates, as defined in this Agreement. Claims data shall be processed based on the Formulary on the date the prescription was dispensed. PBM warrants that if it receives Rebates on drugs not on the Formulary it will share these with Participating Group(s). The first Rebate payment will be sent no later than ninety (90) days after the end of the incurred quarter following implementation of the Participating Group, based on the contract minimum guarantees. Thereafter, PBM will then make payments to Participating Group(s) every calendar quarter (ninety (90) days), based on contracted minimum guarantees. In the event that the minimum guarantee Rebates paid to Participating Group during the Contract Year are less than the Rebate amount collected, OptumRx will pay to Participating Group, any such deficiency (shortfall) within one hundred eighty (180) days after the close of the Calendar Year when the annual reconciliation is performed. The Annual reconciliation will be in aggregate across all channels (Retail Pharmacy, Mail Order Pharmacy and Specialty Pharmacy) and not across Participating Groups. Any additional collections received from Covered Manufacturers after the annual reconciliation will be remitted thereafter on a quarterly basis (ninety (90) days). Rebate Reporting will be provided at the time of payment and will include sufficient details to reconcile. PBM agrees that if alternative Rebate guarantee approaches are being introduced into the marketplace for other coalitions that PBM participates in, PBM will propose these approaches to Client for consideration during the annual market check process set forth in Section 4(f).

(iv) Eligible Rebate Data. Claim data submitted to a Covered Manufacturer by Participating Group, or on Participating Group's behalf by any entity other than PBM or its agent or representative, as well as (or any entity on behalf of PBM). PBM will remit Rebates to Participating Group in accordance with Exhibit C.

(v) Other Pharmaceutical Relationships. Nothing in this Agreement shall preclude PBM from pursuing other sources of revenue from Covered Manufacturers or third party rebate aggregator or engaging in other revenue-producing relationships with Covered Manufacturers, including, but not limited to, obtaining funding for Clinical Communications as described in Section 1(f)(iv). PBM warrants that is will not intentionally negotiate a reduction in rebates or decline an offer of increased rebates for a Participating Group(s) in exchange for other sources of revenues.

(vi) PBM Pharmacy & Therapeutics (P&T) Committee. PBM's P&T Committee will develop and maintain PBM's formularies by: (a) selecting prescription drugs to include in PBM's formularies based upon objective

evaluation of the therapeutic merits, safety and cost of the prescription drug; (b) periodically revisiting PBM's formularies, evaluating new and therapeutically equivalent prescription drugs for inclusion in the formularies; (c) establishing programs and procedures to address cost-effective drug therapy; (d) reviewing requests to include non-formulary prescription drugs in PBM's formularies; (e) implementing Participating Group educational programs; (f) advising PBM on other matters about the use of prescription drugs; (g) overseeing Participating Group drug utilization review programs or quality assurance programs or auditing and reviewing the programs' results; and (h) reviewing adverse drug reactions and making recommendations to minimize their occurrence. PBM's P&T committee's functions, deliberations and results, including development and maintenance of PBM's formulary, constitute opinions only of PBM's formulary advisory committee and will not bind PBM.

(f) Clinical Services. "Clinical Services" will be provided under this Agreement so long as Participating Group elects to participate in and pay, if applicable, any additional fees as associated with Formulary and Clinical Services. PBM shall provide Participating Group clinical support, including trend management, formulary management, Participating Group and Provider education, clinical program implementation, and pharmacy and therapeutics support. Examples of Clinical Services include:

(i) Concurrent Drug Utilization Review ("DUR"). PBM will provide concurrent on-line DUR to Participating Pharmacies for all Claims submitted through point of sale. DUR is intended to assist the pharmacist in identifying possible drug interactions and other issues which may indicate that a drug has been prescribed inappropriately.

(ii) Prior Authorization. At Participating Group's request, PBM shall perform a prior authorization review, consisting of administering rules and conditions established by Participating Group to determine if certain drugs or drug classes or categories are approved under the Plan Design Document.

(iii) Formulary Management. PBM will provide an electronic Formulary to Participating Group. If Participating Group is using a custom Formulary the Participating Group shall pay PBM a fee as listed in Exhibit C to manage the Formulary. PBM shall build and support a compliant and searchable Formulary web file for all lines of business. Participating Group agrees that any Participating Group-imposed changes to the Formulary may increase, reduce, or eliminate the amount of Rebates to Participating Group. PBM agrees to provide thirty (30) day notice to Participating Group and Client of any changes to the Formulary used for the pricing models listed on Exhibit C.

(iv) Clinical Communications/Programs. The Clinical Services Department of PBM may, from time to time, need to communicate directly with the Participating Group's Members to conduct medication therapy management or other clinical programs. These communications and programs are designed to support Participating Group's pharmacy benefit plans. The communications are intended to promote patient safety, quality of care, reduction in cost (Plan and/or Member) and improve healthcare outcomes. Communications and programs may address safety, product selection, choices in drug delivery options, wellness, disease education, and disease state management. The cost of these mailings will be paid by PBM. Other types of Clinical Communication, associated with specific Clinical Programs, may carry an associated charge and will be discussed with Participating Group in relation to the specific Clinical Program. PBM shall obtain Participating Group's approval before sending any such communications to Participating Group's Members.

(g) Benefit Plan Administration. PBM shall support the development, set-up and administration of Participating Group's pharmacy benefit plans. PBM will maintain pharmacy benefit plan administration protocols as requested by Participating Group via plan implementation documents provided by Participating Group to PBM. Participating Group and PBM shall mutually agree on the format of the implementation documents; however, Participating Group will have the ultimate responsibility for approving all pharmacy benefit plan design and protocols. Additionally, Participating Group acknowledges that nothing in this Agreement shall be deemed to confer upon PBM, HAC, or CCOG the status of fiduciary as defined in the Employee Retirement Income Security Act of 1974, as amended, or any responsibility for the terms or validity of the pharmacy benefit plans.

(h) Participating Group and Member Services.

(i) Account Management. PBM shall provide dedicated trained, experienced account service personnel to serve as liaisons between Participating Group and PBM for the purpose of facilitating operational activities, resolving issues, and providing consultative support. The dedicated personnel shall be as follows: Five (5) Strategic Account Executive, three (3) Account Executives, five (5) Clinical Pharmacists, and eight (8) Participating

Group Service Managers. Account Management support includes scheduling conference calls to monitor and discuss outstanding priorities. Account Management staff will act as the primary contact to Participating Group after the implementation process is completed. Except in the event of termination, PBM will provide Participating Group with at least 30 days advance notice of a change in their assigned Account Executive, and such change will include a transitional period of at least 30 days in which the prior assigned Account Executive remains actively involved in management of the Participating Group.

(ii) Member Customer Service. PBM shall provide a dedicated Member Customer Service unit to provide Participating Group Members with information regarding pharmacy locations, eligibility, drug coverage, Cost Sharing, prior authorization requirements, appeals process, direct member reimbursement instructions, claims status and general information regarding their prescription benefit plan. Member Customer Service is available after hours and on weekends and holidays at no additional charge. PBM will provide Participating Group written procedures describing how PBM's customer service representatives will handle specific scenarios associated with Participating Group Member calls. PBM shall provide Participating Group with quarterly reports on Member Customer Service calls for Participating Group.

(iii) Pricing Guarantee Analysis. PBM shall conduct a pricing and guarantee analysis each quarter at the Participating Group level with the intent of ensuring calendar year guarantees are in alignment with contracted guarantees. The pricing guarantee analysis is due to Client forty five (45) days following the quarterly close. If the performance varies by 15% of the ingredient cost, PBM shall review and adjust MAC schedules and other algorithms to more closely align with Participating Group guarantees.

(iv) Ancillary Services. If Participating Group requests additional or ancillary services, custom reporting, custom evidence summaries, including consultative services, other than those described herein PBM shall attempt to accommodate Participating Group at a mutually agreed upon rate set forth in Exhibit C and/or under a separate agreement signed by requesting entities prior to the performance of the services.

(v) Medical Vendor. Upon request, PBM shall interface with Participating Group's Medical vendor including HMO provider network.

(vi) Data Exchange. PBM shall provide data exchange functionality with current medical, data warehouse or other vendor(s) with a Business Associate Agreement. PBM shall build connection with any other vendor required by Participating Group(s) and Client as long as such vendor cooperates with PBM in setting up such connection. PBM shall provide up to six (6) data exchange files at mutually agreed up frequency but not less than monthly at no cost to Participating Group(s).

(vii) Member Satisfaction Survey. PBM shall conduct an annual satisfaction survey of Members of Participating Groups.

(viii) Participating Account Management Satisfaction Survey: PBM shall conduct an annual satisfaction survey of each Participating Group

(i) Client and CCOG Services:

(i) Attendance at Client Board Meeting: PBM shall have a Senior Executive attend one Client Board Meeting during each calendar year where CCOG Board Members may attend to review performance.

(ii) Client Annual Conference Sponsorship: PBM shall sponsor at the top level and attend the Client Annual Conference(s).

(iii) Data Exchange. PBM shall provide de-identified Participating Group data to Client designated consultant and/or data warehouse up to 2 times per month but no less than monthly at no cost to Client.

(iv) Innovation Commitment: PBM service and clinical innovations shall be shared on at least a semi-annual basis with Client for presentation and consideration by Client to Participating Groups as pilot or demonstration projects.

(j) Performance Standards. On condition that each Participating Group performs or complies with their respective obligations under this Agreement, PBM will perform the Services in a diligent and professional manner by personnel or contractors who are trained, qualified and competent to perform or deliver the Services, supervise and monitor the performance and satisfy all requirements that apply to the Services as set forth in this Agreement. The Parties agree to the performance guarantees set forth in Exhibit E.

2. Participating Group Responsibilities.

(a) Administrative Payments to PBM. PBM shall invoice Participating Group(s) for services and claims on the fifteenth (15th) of each month and last day of each month, or as mutually agreed upon. Participating Group will pay all valid invoices for such services within thirty (30) days after the date of the invoice. Invoices remaining unpaid by Participating Group over forty-five (45) days following the date of the invoice by Participating Group will be charged a late fee of the lesser of one and one-half percent (1½%) or the highest rate allowed by law, for each thirty (30) days that payment is late. Any invoiced amounts that are disputed by Participating Group with written notice to PBM, as set forth in Section 2(c) below, will not incur a late payment amount and, once resolved, will be paid at the next invoice cycle following resolution. Client and CCOG are not responsible to pay unpaid Administrative Payments to PBM from the failure to pay of any Participating Group.

(b) Network Claims Funding. All Claims payments by Participating Group to PBM (“Network Claims Funding”) shall be made via electronic fund transfer or Automated Clearing House (together “Electronic Payment”) debit within two (2) business days after Participating Group receives notification of the amount due from PBM. Late payment shall bear a fee of the lesser of one and one-half percent (1½%) or the highest rate allowed by law, for each thirty (30) days, that payment is late. Any invoice Claim amounts disputed by Participating Group with written notice to PBM will not incur a late payment amount and, once resolved, will be paid at the next invoice cycle following resolution. Client and CCOG are not responsible to pay unpaid Network Claims Funding Payments to PBM from the failure to pay by any Participating Group.

(c) Payment Disputes. If Participating Group in good faith disputes all or any portion of an invoice, Participating Group shall pay the undisputed portion of the invoice by the due date and notify PBM in writing as soon as practicable (but in no event shall it be later than the due date of such invoice) of the specific amount disputed. Such written notice shall contain reasonable detail as to the basis of the dispute. Promptly after Participating Group notifies PBM of the dispute, Participating Group and PBM will make good faith effort to resolve the disputed portion of such invoice. Client and CCOG are not responsible to pay unpaid Payment Disputes to PBM from the failure to pay of any Participating Group.

(d) Non-payment. If Participating Group fails to meet the payment obligations of Section 2(b) within the time specified, Participating Group shall be deemed in breach of the Agreement. Notwithstanding any other provisions contained herein, if Participating Group fails to cure such breach within three (3) business days, PBM, in its sole discretion, shall have the non-exclusive and cumulative options in addition to its remedies under this Agreement, at law or in equity, to: (a) suspend performance of any or all of PBM’s obligations under or in connection with this Agreement, including processing of Claims, (b) require Participating Group to pre-fund a pharmacy spend account in the amount of two (2) times the average monthly prescription drug spend of Participating Group, or (c) utilize available deposited or escrowed funds or (d) set off against any amounts payable to Participating Group (including any Rebates that would otherwise be payable to Participating Group) any amounts due to PBM (including late interest charges). Client and CCOG are not responsible to pay unpaid payments resulting from the failure to pay PBM by any Participating Group.

(e) Plan Design Specifications. Participating Group will provide a Plan Design Document for each plan administered by PBM in sufficient detail to permit PBM to perform its duties and obligations under this Agreement. Any changes to the Plan Design Document will be submitted by Participating Group to PBM through a revised Plan Design Document no less than thirty (30) days prior to their intended implementation by Participating Group to permit timely implementation and minimal disruption of Claims Processing Services for those Eligible Members. Client shall communicate annually with Participating Group about timing of changes to Plan Design Document.

(f) Eligible Member File. Participating Group(s) will provide PBM a complete file (each a “Member File”) on mutually acceptable electronic media of all Eligible Members enrolled in Benefit Plans to be serviced by PBM hereunder and all Eligible Members whose enrollment has been terminated. PBM shall implement each file

within one (1) business day of receipt by PBM. PBM shall not be liable for any prescriptions filled or processed for any ineligible persons due to incorrect or untimely eligibility data provided to PBM by Participating Group.

(g) Ability to Modify. Parties may agree to modify the obligations and responsibilities of PBM during the term of this Agreement by written amendment signed by the Parties.

(h) Provision of Data. Participating Group, or its designated party, will promptly furnish, in a format acceptable to PBM, all information necessary for PBM to render the services set forth herein. Such information will include, but is not limited to:

- (i) The name of Participating Group and which pricing offer Participating Group is electing under the pricing options provided pursuant to Exhibit C. Client agrees to educate Participating Groups under this Agreement on the pricing set forth in Exhibit C.
- (ii) The Effective Date of coverage for each Participating Group.
- (iii) Designation, in writing, of those plan design features to be determined for each Participating Group.

(i) Financial Terms. In the event Participating Group no longer desires to continue to receive Services through Client as provided by PBM pursuant to this Agreement, Client and Participating Group acknowledge and agree that PBM may provide alternative financial terms considering Participating Group's position as a stand-alone client but no more favorable than the financial terms described herein.

(j) Participating Group Specific Terms. Client agrees that individual Participation Agreement may include Participating Group specific terms, including but not limited to provisions related to a Participating Group's status as a unit of government, Participating Group authorized broker, consultant, or auditor or similar fees, or other provisions required or authorized by Participating Group due to its unique circumstances.

(k) Annual Dues Requirement: Participating Group must be an active dues paying member of Client in order to participate in this Agreement

3. Compensation.

(a) The PBM, and Client agree to the rates, fees, reimbursements and guarantees as set forth in **Exhibit C** ("Compensation") for the Services. The Compensation is effective for the time period shown in **Exhibit C**.

(b) PBM reserves the right to modify or amend the financial provisions of this Agreement upon prior notice to Client in the event of (a) any government imposed change in federal, state or local Laws or interpretation thereof or industry wide change that would make PBM's performance of its duties hereunder materially more burdensome or expensive, including changes made to the AWP benchmark or methodology; (b) a change in the scope of services to be performed under this Agreement upon which the financial provisions included in this Agreement are based, including a change in the plan design or a utilization management program and the exclusion of a service line (i.e., retail, Mail Order/Home Delivery, specialty) from Client's service selection; (c) if there is a change in market conditions or there is a reduction of greater than twenty percent (20%) in the total number of Members from the number provided to OptumRx during pricing negotiations upon which the financial provisions included in this Agreement are based; (d) unexpected movement of a branded product to off-patent or where there are generic or over-the-counter substitutes unexpectedly made available or the withdrawal or recall of existing Brand Drugs; (e) implementation or addition of one hundred percent (100%) Member paid plans; (f) any Client-initiated change in Client's formulary, including utilization management, or adoption of any formulary not offered by PBM which may impact Rebates from Covered Manufacturers; or (g) PBM is no longer the exclusive Specialty Pharmacy provider..

(c) If PBM changes the Compensation pursuant to this section 3, PBM will provide Client with notice 30 days prior to implementation of the change describing the change in Compensation and the effective date of the change. Such notice will include detailed financial evidence to clearly justify the change being made. PBM will also provide notice to Participating Groups. If PBM changes the Compensation pursuant to this section 3, and Client does not agree to the change, then within the 30-day period after Client receives notice of the change, Client may terminate this Agreement by providing PBM with 30 days notice of termination. Participating Groups will still pay any amounts due for the periods during which this Agreement is in effect.

4. Term and Termination.

(a) Term. This Agreement will become effective on the Effective Date (January 1, 2021) and continue for four (4) years after the Effective Date, ending on December 31, 2024 (the “Master Term”) unless terminated earlier as provided below. Either Party may terminate this Agreement by providing written notice of non-renewal to the other Party at least two hundred and seventy (270) days prior to the end of such Master Term. Thereafter, Parties shall mutually agree upon any renewal terms (each a “Renewal Term”) and notices. Each Participating Group has an “Initial Term” of thirty-six (36) months that starts on the Participating Group original “Implementation Date” where they may terminate their Agreement as of the last date of their Initial Term by providing written notice of non-renewal to the PBM at least ninety (90) days prior to the end of such Initial Term.

(b) Termination for Cause. PBM may terminate this Agreement following an uncured material breach by the Parties. Parties may terminate this Agreement following an uncured breach by the PBM. Participating Group may terminate its Participation Agreement following an uncured material breach by PBM. The non-breaching entity(ies) shall notify the breaching entity(ies) of the breach and the breaching entity(ies) shall have thirty (30) days (the “Cure Period”) to cure the breach to the reasonable satisfaction of the non-breaching entity. If the breaching entity fails to cure the breach within the Cure Period, then the non-breaching entity(ies) may terminate the Agreement or Participation Agreement subject to the breach immediately.

(c) Termination for Change of Control. Either Party shall promptly notify the other Party, but in no event later than five (5) business day after the closing date, of any Change of Control. Either party may terminate this Agreement or the associated Participation Agreement upon occurrence of a Change of Control and written notice of termination from the terminating party within ninety (90) calendar days after of such event, with such termination to be effective ninety (90) calendar days after such notice of termination is given or December 31 of the then current contract year, whichever is longer. For purposes of this Agreement, “Change of Control” means the merger, consolidation, sale of substantially all of the assets or similar transaction or series of transactions, including without limitation a transaction or series of transactions as a result of which a Party’s shareholders before such transaction or series of transactions, own less than fifty percent (50%) of the total number of voting securities of the surviving entity immediately after such transaction or series of transactions. Notwithstanding the foregoing, the Parties agree that this Change of Control provision shall not apply to PBM being acquired by United Health Group or any of its subsidiaries.

(d) Termination for Convenience. Upon completion of their Initial Term Participating Group may terminate for convenience on Participating Group benefit plan year anniversary date. Participating Group must provide written notice to PBM of intent to terminate the Participation Agreement no later than ninety (90) days prior to such termination, to be effective at the end of the then current term.. Client may not terminate for convenience without consent of Board of Directors. CCOG may not terminate for convenience without consent of its Board of Directors.

(e) Continuation of Agreement. In the event that Client or CCOG individually terminates this Agreement pursuant to the terms of Sections 3(a) – 3(d), PBM and non-terminating Party may elect to continue this Agreement.

(f) Post-Termination Obligations. Termination of this Agreement does not relieve Client or PBM of any of its obligations arising out of the Agreement, including, but not limited to, Client’s obligation to assist PBM with collection support for Participating Group(s) Claims for Covered Prescription Drug Services; PBM’s obligations

to provide Participating Group delegated quarterly CMS reports as mutually agreed and to the extent permitted by law, the Parties' obligations to make books, records and other materials available to inspection by state or federal regulators; and the Parties' audit rights under Section 7(c).

(g) Effect of Termination.

- (i) Rebates. Any accrued and unpaid Rebate amounts as of the date of termination of this Agreement will be payable by PBM to Participating Group in accordance with this Agreement after the termination of this Agreement or any individual Participation Agreement, if Participating Group has met all of the terms set forth in this Agreement, as long as the Rebate amounts were earned during the term of this Agreement as it applies to Participating Group and Participating Group has paid in full any outstanding and undisputed payments due to PBM. Notwithstanding the foregoing, if: (a) PBM terminates any Participation Agreement for default by Participating Group prior to the end of the Initial Term or any Renewal Term or (b) Participating Group terminates the Participation Agreement prior to the end of the Initial Term, then PBM will retain any and all pending or future Rebates payable under this Agreement up to the outstanding amounts due by Participating Group(s) to PBM.
- (ii) Documentation. Client, CCOG and PBM each will return to the other all papers, materials and properties of the respective entity.
- (iii) Rights and Obligations. Termination of this Agreement will not affect the rights and obligations of the Client, CCOG and PBM arising out of any transactions occurring before the effective date of the termination, *except as follows*: (a) PBM will have no obligation under any guarantees under this Agreement for the contract year (i.e., each 12-month period following the Effective Date) in which this Agreement terminates, if the portion of the contract year before the effective date of termination is less than 12 full months; (b) if Participating Group terminates this Agreement for any reason other than Cause during the Initial Term, Participating Group will reimburse PBM no later than 30 days before the effective date of termination for any implementation allowance paid or credited to Participating Group by PBM under Exhibit C, prorated monthly over the first three years of the Initial Term (Formula: Implementation allowance paid times one minus termination month divided by thirty six);

(h) Termination Effect on Participating Groups. All Participation Agreements will terminate upon effective date of termination of this Agreement.

- (i) If PBM did not initiate termination of this Agreement, Participating Group and PBM, at any time during the two hundred seventy (270) day termination notice period, may agree to extend the services of the PBM. Participating Group and PBM may execute a replacement agreement using market pricing while specifying the services to be provided by PBM, the rates, fees and reimbursements to be charged to Participating Group and the duration of the replacement agreement.
- (ii) If PBM initiates termination, PBM must wait ninety (90) days after notifying Client of termination to offer Participating Group the option to extend the services of the PBM. After ninety (90) days the Participating Group and PBM may execute a replacement agreement while specifying the services to be provided by PBM, the rates, fees and reimbursements to be charged to Participating Group and the duration of the replacement agreement.

(i) Transition Assistance Following Termination. Upon termination of this Agreement for any reason, PBM will, as directed by Client, and/or Participating Group, provide Participating Group or its designee with up to twelve (12) transmissions at no charge, in the aggregate, of the following files: (a) existing Mail Order or Specialty Pharmacy open refill transfer files for Members, as based upon Participating Group most current eligibility files; (b) Participating Group claims history file; (c) Participating Group's prior authorization files; and (d) Participating Group accumulator files. Each file will be sent using PBM's standard format and delivered using a media agreed to by the

PBM and new vendor.

5. Market Check. On an annual basis in the second quarter of each year, Client may conduct a market check analysis of the pricing in Exhibit C against the pricing then available in the market as described in this section. The market check shall be based upon the same financial assumptions as this Agreement, including plan design and scope of pharmacy benefit management services, and the market check will be based upon substantially similar clients in size and market as Client. Substantially similar clients include those with a similar number of enrolled individuals and comparable demographics (e.g., age, sex, and geographic location), utilization patterns, prescription Claim volume, and call volume. Substantially similar pharmacy benefit management services include those covering similar lines of business (e.g., commercial, Medicaid, Medicare) and types of services (e.g., retail, home delivery, and specialty); and those based upon similar assumptions (e.g., formulary and network attributes, service levels, and contract term comparable to the remaining Term of this Agreement). Coalition will provide a market check report showing comparable proposals available in the market, including all pricing elements and associated assumptions, as well as sufficient information to identify whether the comparable clients and services identified in the report are substantially similar to Client and the Services. Administrator will review Client's market check report and respond to Client within 30 days of receipt of the market check report. If the market check report reflects aggregate annualized savings of greater than 1%, the parties will discuss, in good faith, revisions to the pricing in Exhibit C. Any resulting revisions to Exhibit C will be effective as of the next anniversary of the Effective Date unless otherwise agreed to by the parties, but no sooner than 30 days after completion of an Amendment to this Agreement reflecting the new pricing. If the parties do not agree on any resulting revisions to Exhibit C after good faith negotiations, either party may terminate this Agreement upon 90 days prior notice of termination to the other party.

6. Confidentiality.

(a) Confidential Information. For purposes of this Agreement, "Confidential Information" means any data or information that is proprietary to the Party making disclosure (the "Disclosing Party") and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to: (i) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of such Party, its affiliates, subsidiaries and affiliated companies; (ii) plans for products or services, and customer or supplier lists; (iii) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method (iv) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; (v) any and all summaries, analysis, determinations, distillations, excerpts, work product, results or other documents utilizing or incorporating Confidential Information, whether in whole or in part; (vi) any Protected Health Information, as that term is defined by the HIPAA Privacy Rule, 45 C.F.R. Secs. 160 and 164, that is provided by either PBM or Participating Group pursuant to this Agreement; (vii) any information that any Party learns or becomes aware of, directly or indirectly, through the disclosure of Confidential Information; and (viii) any other information that should reasonably be recognized as confidential information of the Disclosing Party. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. The Party receiving the information (the "Receiving Party") acknowledges that the Confidential Information is proprietary to the Disclosing Party, has been developed and obtained through great efforts by the Disclosing Party and that Disclosing Party regards all of its Confidential Information as trade secrets. PBM acknowledges that Participating Group owns its paid data in all forms and respects and specifically acknowledges that the following data points do not represent or qualify as Confidential Information of PBM: eleven digit NDC, fill date, quantity dispensed, days' supply, mail/retail channel indicator, generic/brand/compound/specialty indicator, formulary status indicator, DAW indicator, zero balance due indicator, NCPDP/NABP/NIC number of dispensing pharmacy, and copay tier indicator. Participating Group, Client or CCOG may use non-confidential data points at their discretion to advance their general business purposes.

(b) Use of Confidential Information. The Receiving Party shall use the Confidential Information it receives pursuant to this Agreement for the sole purpose of its obligations under this Agreement. Except as specifically provided herein, in no event shall the Receiving Party disseminate or communicate the Confidential Information in any form to any other person, firm, corporation or affiliate without the express written consent of the Disclosing Party. The Receiving Party shall only disclose Confidential Information to persons within its organization who (i) need to know the Confidential Information in order to accomplish the objectives in connection with this Agreement, and (ii) are required to protect and otherwise not disclose or use the Confidential Information except as provided in this Agreement. The Receiving Party may, however, also disclose the Disclosing Party's Confidential Information to its

representatives and agents, including its accountants, actuaries, attorneys and other consultants who require such information in order to provide services to the Receiving Party, but in each such case, the Receiving Party will ensure that any such persons are obligated to maintain the confidentiality of the information to at least the same extent as required by this **Section 6**.

(c) **Derivatives of Confidential Information.** The provisions of **Section 6(b)** apply equally to any reports, documents, notes, or other information in whatever form or medium that are derived or result from the receipt of Confidential Information.

(d) **Rights in Confidential Information.** All Confidential Information of the Disclosing Party shall be and remain the property of the Disclosing Party. The Receiving Party shall not obtain any rights of any nature whatsoever in or to the Confidential Information as a result of such disclosure. Upon the Disclosing Party's request, the Receiving Party shall promptly destroy or return to the Disclosing Party all of the Disclosing Party's Confidential Information, including all copies thereof. An officer of the Receiving Party shall certify to the Disclosing Party that all Confidential Information has been destroyed or returned to the Disclosing Party. If destruction or return of the Disclosing Party's Confidential Information is impossible or impracticable (e.g., because of the Receiving Party's legal or regulatory reporting or record-retention obligations), the Receiving Party agrees to extend the protections in **Section 6(b)** to that information for as long as it is retained by the Receiving Party.

(e) **Exceptions.** Notwithstanding any provisions contained in this Agreement, the Receiving Party shall not be required to maintain in confidence the following information: (i) information which, at the time of disclosure to the Receiving Party, is in the public domain; (ii) information which, after disclosure, becomes part of the public domain by publication or otherwise, except by breach of this Agreement; (iii) information which was in the Receiving Party's possession at the time of disclosure to the Receiving Party, and which was not acquired, directly or indirectly, from the Disclosing Party; (iv) information which the Receiving Party can demonstrate resulted from its own research and development, independent of disclosure from the Disclosing Party; (v) information which the Receiving Party received from third parties that were not under an obligation to protect the confidentiality of the information at the time it was disclosed to the Receiving Party; or (vi) information which is produced in compliance with applicable law or a court order, provided that the Disclosing Party is given reasonable notice of such law or order and an opportunity to attempt, at the expense of the Disclosing Party, to preclude or limit such production. The Receiving Party shall have the burden of showing any one or more of these exceptions apply.

(f) **Trade Secrets Information.** Notwithstanding the foregoing, because CCOG is a political subdivision and a Party to this Agreement, this Agreement and any Exhibits or Appendices hereto are considered public records pursuant to Ohio Revised Code ("R.C.") 149.43, except for such portions, sections, or parts of the Agreement and any Exhibits or Appendices hereto that are clearly and conspicuously marked and/or identified as Trade Secret Information. If this Agreement and the Exhibits and Appendices hereto contain Trade Secret Information as defined in R.C. Chapter 1333.61, then such Trade Secret Information must be clearly and conspicuously marked and/or identified as "Trade Secret Information" at the time this Agreement is entered into. If such Trade Secret Information is so marked and/or identified, then CCOG shall designate such information as Trade Secret Information and shall maintain and keep such Trade Secret Information in accordance with R.C. Chapter 149.43. CCOG is legally obligated to disclose this Agreement and the Exhibits and Appendices hereto if CCOG is presented with a Freedom of Information Act or other public records request, but CCOG will redact any information designated by the Parties as trade secret information.

7. **Access and Records.**

(a) **Record Maintenance.** To the extent permitted by law, for the longer of the period required by law or seven (7) years from the date of rendering any Covered Prescription Drug Service, the Parties will maintain records related thereto, including, but not limited to, prescription records and other documentation related to healthcare services provided to Eligible Members.

(b) **Use of Information.** Except for Confidential Information and Trade Secret Information, each Party may use, reproduce, or adapt information obtained in connection with this Agreement, including Claims data information and eligibility information, in any manner they deem appropriate, except that each Party and its agents, employees, and contractors shall maintain the confidentiality of this information to the extent required by applicable law or regulation including the provisions of HIPAA, and may not use the information in any way prohibited by law. Each Party shall be solely responsible for its own use of such information and shall indemnify and hold the other Party

harmless for, from and against any and all costs, losses, and damages incurred by the other Party as a result of such use.

(c) Audit. To the extent permitted by law, Client or Participating Group, but not both, may, once annually for each line of business (commercial and Medicare), audit other Parties documents and records to the extent they relate to the other Parties performance of its obligations under this Agreement. Due to the extraordinary demands placed on staff during the annual renewal period of December and January, Parties may not initiate or conduct an audit during these months. The audited Party agrees to make its relevant records available upon thirty (30) days prior written notice and at reasonable intervals during its regular business hours. Client or Participating Group, but not both for the same time period, may have access to any of PBM's ten (10) rebate agreements with Covered Manufacturers. Participating Groups that have 50,000 or more Members conducting their own audit may have access to any of PBM's ten (10) rebate agreements with Covered Manufacturers and Participating Groups with less than 50,000 Members may have access to any of five (5) rebate agreements with Covered Manufacturers, to audit Rebate payments made to and from PBM, as well as PBM's agreements with Covered Manufacturers as outlined in Section 7(d) below, to verify that it has received the Rebates to which Participating Group is due pursuant to this Agreement. In addition, pursuant to an audit conducted in accordance with this Section, PBM will provide Client or Participating Group with supporting documentation to evidence the pharmacy reimbursement amounts for the purpose of Client or Participating Group verifying the pricing arrangements and Market Check under this Agreement. All expenses for such audits shall be at the expense of the requesting Party. Client and Participating Group acknowledges that they shall not be entitled to audit: (i) documents, in whole or in part, that are indicated by the delivering party as proprietary or trade secret; and (ii) documents, in whole or in part, that PBM provides third party documentation that it is barred from disclosing by law. All information and records reviewed pursuant to this Section 7 shall be considered Confidential Information for purposes of this Agreement. For avoidance of doubt, Client and Participating Group have audit rights under this Section 7 that may be exercised individually. In no case shall PBM be subject to the same audit by multiple Parties. This paragraph will in no way inhibit or prevent Client or Participating Group from satisfactorily auditing all financial aspects related to the Services provided in this Agreement, including but not limited to, the accuracy of the pass-through of Rebates and/or the pass-through of retail network discounts. Subject to Administrator's confidentiality obligations, if specific documents or portions of documents are reasonably necessary for the satisfactory audit of the Services, Administrator may not deem that information to be proprietary. If there is any disagreement between the Client or Participating Group and PBM regarding what is proprietary, the Client or Participating Group is required to engage another third party independent auditor, at its own expense, to complete the audit.

(d) Auditors. Notwithstanding the foregoing, only a mutually agreed independent third-party auditor or Client or Participating Group employees or representatives of Client or Participating Group may inspect and audit PBM's agreements with Covered Manufacturers pursuant to Section 6(c) of this Agreement. No third party may be allowed or designated to conduct an audit without an executed non-disclosure agreement with PBM no less than thirty (30) days prior to the date of the audit. The scope of audits conducted for purposes of verifying Rebates and other payments under the Agreement will cover a period not to exceed twenty-four (24) months immediately preceding the date of audit, unless the audit relates to a financial guarantee for a period exceeding twenty four (24) months, in which case, the audit shall be limited to the period to which the financial guarantee applies. Requests for older data may be subject to payment by the requesting Party of fees for retrieval of data. The audited period may not be re-audited once the audit is complete. Client or Participating Group auditor shall not be an individual or entity that is: a competitor of PBM, a Covered Manufacturer representative, or any retail, mail or specialty drug pharmacy representative or vendor.

(e) Audit Close. Client, Participating Group or auditor, as applicable, may send PBM up to three hundred (300) suspected erroneous Prescription claims for PBM to perform additional research prior to providing PBM with its audit report. A final audit report shall be provided by Client and Participating Group (or their respective auditor) in writing to PBM within ninety (90) days of the end of the audit. PBM shall have forty-five (45) days to respond to auditor's report. Client or Participating Group (or their respective auditor) shall have 30 days to respond to PBM's response. If Client and Participating Group or their respective auditor fails to provide a final audit report within sixty (60) days or fails to respond within thirty (30) days of PBM's response, the audit will be considered closed. If PBM fails to respond to Client or Participating Group final audit report timely, PBM agrees to pay the amount, if any, indicated in the final audit report as being owed to Participating Group.

(f) Clinical Oversight. Subject to Section 7(c) above, Client may conduct, or to request a mutually agreed upon third party conduct on its behalf, oversight of clinical management services provided by PBM in this Agreement, that includes, review of the application of clinical prior authorization program, evaluation of the

documentation obtained substantiating authorizations and timeliness of prior authorization reviews. This oversight will be conducted with a reasonable sampling of claims to be mutually agreed upon..

8. **Indemnification.** To the extent permitted by law, each Party (an “Indemnitor”) shall indemnify and hold the other Parties (an “Indemnitee”), and their officers, directors, shareholders, employees and other agents, harmless from and against any third party claims, liabilities, damages, judgments or other losses (including, but not limited to, reasonable attorneys' fees) incurred by the Indemnitee arising out of or as a result of any negligent or unlawful acts or omissions of the Indemnitor, or its officers, directors, employees or other agents in connection with the performance of any of their duties and obligations contained within this Agreement.

9. **Limitation on Liability.**

(a) PBM shall only be liable for direct damages as a result of any breach of this Agreement by PBM or otherwise arising from PBM's wrongful or negligent acts, errors or omissions. Client, CCOG or Participating Group shall give timely written notice to PBM of any alleged loss or damage. Notwithstanding the foregoing, in no event shall PBM be liable for any legal fees incurred by Client, CCOG or Participating Group in connection with its defense of any such assertion unless Client or CCOG claim is deemed valid. The foregoing limitation shall apply regardless of the cause of action or legal theory on which the assertion is based, whether in contract, tort or otherwise. This limitation shall not apply to any failure by PBM to meet any financial guarantees or make any payments to Participating Group and/or Client or CCOG required in this Agreement, or any failure by PBM to properly bill Client, CCOG and/or Participating Group or make payment to others on behalf of Client, CCOG or Participating Group in accordance with the applicable financial terms listed in **Exhibit C**. Client, CCOG and/or Participating Group shall give timely written notice to PBM of any alleged loss or damage.

In no event shall any Party be liable to another or to any third party for any loss of profits, lost business opportunity or any special, indirect, consequential or incidental damages arising out of or in connection with this Agreement, regardless of the cause of action.

PBM will not be responsible for any claims, losses, or damages sustained as a result of the actions, or failure to act, by any retail pharmacy, Covered Manufacturer or other pharmaceutical providers pursuant to this Agreement.

10. **Insurance.** PBM shall maintain at its own expense the following minimum insurance coverage applicable to any claims, liabilities, damages, costs, or expenses arising out of its performance under this Agreement, and with respect to, or arising out of, PBM's provision of Services to Participating Groups for the Term of this Agreement and for a period of three (3) years following the expiration or termination of this Agreement. With the exception of Druggist's Professional Liability, Professional Liability/Errors & Omissions and Network Security and Privacy Liability, Client, CCOG, and their respective officers, directors, employees, agents, and members shall be named as additional insureds on PBM's insurance policies. The PBM shall utilize its best efforts to provide written notice to Client and CCOG at the addresses for notices set forth in **Section 10** at least thirty (30) days prior to the cancellation, nonrenewal, and/or material modification of any such policies. PBM shall submit to Client and CCOG within ten (10) business days after the date this Agreement is fully executed, and prior to furnishing Services to any Participating Group, valid certificates evidencing the effectiveness of the insurance policies listed below. PBM shall provide such valid certificates by January 15th each calendar year until the terms of this **Section 8** are no longer applicable.

- Workman's Compensation and employers liability with minimum statutory limits in all states
- Commercial General Liability insurance of \$10,000,000 minimum per occurrence, in excess of any self-retained risk
- Commercial Auto Liability insurance with a minimum \$2,000,000 limit
- Druggist's Professional Liability insurance in an amount not less than \$2,000,000 per claim
- PBM Professional Liability/Errors & Omissions insurance with minimum limits of \$5,000,000
- Network Security and Privacy Liability insurance with a minimum limit of \$10,000,000; in the event of a PBM security breach, the PBM will provide each

affected employee of the Participating Group with one year of LifeLock Identify Theft at the highest level of identity theft service available at the time of breach at the PBM expense and procured with the assistance of Client.

- Excess Liability insurance in an amount not less than \$10,000,000

11. Authority over Plan. Client and CCOG acknowledge that Participating Group has the sole authority to control and administer its Plan. Except as specifically provided below in this Section 9 regarding claims adjudication services, the Participating Group acknowledges that PBM is engaged to perform Services as an independent contractor and not as a fiduciary of any employer benefit plan or Participating Group or as an employee or agent of the Client, CCOG or Participating Group, or as the Plan administrator. Nothing in this Agreement shall be construed or deemed to confer upon PBM any responsibility for or control over the terms or validity of the Participating Group Benefit Plan. Except as specifically described below in this Section 9, PBM shall have no discretionary authority over or responsibility for the Participating Group plan's administration. Further, because PBM is not an insurer, Participating Group plan sponsor, Participating Group benefit plan administrator, or a provider of health care services to Members, PBM shall have no responsibility for (i) funding of Participating Group Benefit Plan benefits; (ii) any insurance coverage relating to the Participating Group(s), Client, the Plan or the Members; or (iii) the nature or quality of professional health care services rendered to Members.

12. Notices. Unless otherwise specifically provided herein, all notices, consents, requests, demands and other communications required or permitted hereunder:

- (a) shall be in writing;
- (b) shall be sent by messenger, certified or registered U.S. mail, a recognized national overnight delivery service for next business day delivery, facsimile or e-mail (with a copy sent by one of the foregoing means), charges prepaid as applicable, to the appropriate address or number set forth below; and
- (c) shall be deemed to have been given on the date of receipt by the addressee (or, if the date of receipt is not a business day, on the first business day after the date of receipt), as evidenced by (i) a receipt executed by the addressee (or a responsible person in his or her office), the records of the person delivering such communication or a notice to the effect that such addressee refused to claim or accept such communication, if sent by messenger, U.S. mail or recognized national overnight delivery service, or (ii) a receipt, or other evidence of transmittal, generated by the sender's facsimile or e-mail software showing that such communication was sent to the appropriate number or e-mail address on a specified date, if sent by facsimile or e-mail.

All such communications shall be sent to the following addresses or numbers, or to such other addresses or numbers as any Party may inform the others by giving five (5) business days' prior notice:

If to PBM: OptumRx, Inc.
1600 McConnor Parkway
Schaumburg, Illinois 60173
Attn: Vice President, Client Management

Copy to: OptumRx, Inc. 1600 McConnor Parkway
Schaumburg, Illinois
60173 Attn: General
Counsel

If to Client: Health Action Council
6133 Rockside Road, Suite 210
Cleveland, OH 44131
Attn: President & CEO

If to CCOG: The Cooperative Council of Governments

6001 Cochran Road, Suite 333
Solon, OH
Attn: Secretary to the Board

13. General Provisions.

(a) Advertising. No Party shall use promotional material referencing or referring to the other Parties without the prior consent of the other Parties; provided, however, that the Parties may publicize that PBM provides Covered Prescription Drug Services to Client, CCOG or Equalis Group. Each Party will cease any and all usage immediately upon termination of this Agreement.

(b) Intellectual Property. Any rights in information, innovations, ideas, discoveries, products, creative works and the like (whether or not copyrightable or patentable), suggestions, communications, data, reports and results conceived, derived, reduced to practice, made or developed by any Party as a direct result of the services provided under this Agreement shall be the sole property of the Party developing such.

(c) Other Obligations. The Parties represent and warrant that the terms of this Agreement are not inconsistent with any other obligations whether contractual or otherwise that the Party may have or with the policies of any other entity with which the Parties are associated.

(d) Governing Law. This Agreement will be governed by and construed according to the laws of the State of Ohio without regard to its choice of law provisions.

(e) Independent Contractors. Each Party is an independent entity and nothing in this Agreement shall be construed to establish an employer/employee or principal/agent relationship or any fiduciary or other relationship other than independent Parties contracting with each other for the purpose of carrying out the duties and obligations of this Agreement. Nothing in this Agreement is intended or shall be construed to confer upon any person or entity (including Participating Pharmacies, Covered Manufacturers and Eligible Members) other than the Parties hereto and their successors or permitted assigns, any rights or remedies under or by reason of this Agreement.

(f) Force Majeure. No Party shall be deemed to have breached this Agreement or be held liable for any failure or delay in the performance of all or any portion of its obligations under this Agreement if prevented from doing so by a cause or causes beyond its control. Without limiting the generality of the foregoing, such causes include acts of God or the public enemy, fires, floods, storms, earthquakes, riots, strikes, boycotts, lock-outs, acts of third parties (e.g., wholesalers) other than those acting as the agent of the Party seeking to be excused from performance under this paragraph, wars and war-operations, restraints of government, power or communication line failure or other circumstances beyond the Party's control, or by reason of the judgment, ruling, order of any court or agency of competent jurisdiction, or materially altering the law or regulations covering the subject matter of this Agreement or any other change in such law or regulations subsequent to the execution of this Agreement. However, if the force majeure event continues for thirty (30) consecutive days the Party(ies) not directly affected by it may terminate this Agreement immediately upon written notice to the other Party(ies) without penalty to the terminating Party.

(g) Non-Solicitation of Employees. During the term of this Agreement and for one (1) year thereafter, no Party may (without the prior written consent of the affected Party) actively solicit any person employed then or within the preceding year by the other Party(ies) and involved directly or indirectly in the performance of this Agreement. Such consent may be withheld in the affected Party's sole discretion. The term "actively solicit" does not include any employment of the other Party's personnel through means of advertisements, job postings, job fairs and the like and any employment where the individual has made the initial approach to the hiring Party.

(h) Assignment. No Party may assign any rights or obligations under this Agreement without the other Parties' prior written consent, except that any Party may assign this Agreement without the consent of the other Parties to a parent company, controlled affiliate, or affiliate under common control with the assigning Party. Notwithstanding the foregoing, PBM may assign this Agreement in connection with a sale of assets, or other business combination, without the consent of Client or CCOG.

(i) Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of each of the Parties.

(j) Severability and Waiver. The invalidity or unenforceability of any term or provision of this Agreement shall in no way affect the validity or enforceability of any other term or provision. The waiver by any Party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach thereof.

(k) Headings. The headings to the sections and subsections of this Agreement shall be disregarded in its interpretation.

(l) Dispute Resolution. The Parties shall make a good faith effort to resolve any disputes arising during the term of this Agreement.

(i) If the Parties are unable to resolve the dispute through informal discussions, the Parties may submit a written complaint to the other Parties describing the dispute and proposing a manner of resolving such dispute. The Party receiving such complaint shall respond by accepting, rejecting, or modifying such proposed resolution, in writing, within thirty (30) days of the date of receipt of such complaint.

(ii) If the Parties are still unable to resolve the dispute and only after the Parties have determined through proper documentation that they have complied with Section 10(l)(i) above, then the Parties shall agree to Executive Dispute Resolution. Executive Dispute Resolution requires the Parties to meet in person for a reasonable amount of time at a mutually agreeable location. This meeting shall be attended by at least one senior executive of each Party with the authority to settle disputes arising from this Agreement.

(iii) Only after the Parties have tried in good faith to resolve disputes as described above, may any Party pursue legal action.

(iv) For disputes arising out of the contractual agreement with Client, PBM will submit to jurisdiction and venue in Ohio. For disputes arising out of the contractual agreement with Participating Group, PBM will submit to jurisdiction and venue of choice of Participating Group.

(m) Government Programs. To the extent required by applicable Law or contractual commitment, Participating Group agrees to fully and accurately disclose and report to Medicare, Medicaid or other government health care program any discount or Rebate or other credit received by Participating Group under this Agreement, whether reflected in the fees for the products and services or otherwise provided hereunder, as discounts against the price of the drugs under all applicable state or federal programs that provide reimbursement to Participating Group for products or services provided by PBM. It is the intention of the Parties, that for purposes of the Federal Anti- kickback Statute, any discount, Rebate or other Participating Group credits shall constitute and be treated as discount against the price of drugs within the meaning of 42 U.S.C. §1320a-7b(b)(3)(A).

(n) Exclusivity. The Parties agree that Client endorses two pharmacy benefit managers for Participating Groups. Client may only endorse PBM and CVS/caremark. For clarity, a Participating Group does have the right to non-exclusively use PBM for specialty services.

i. Modified Exclusivity. The Client and PBM agrees that Equalis Group may offer other PBM services to prospective customers and may not attempt to transition any existing Participating Group of Client and PBM to move to another PBM offered by Equalis Group.

(o) Survival of Terms. The provisions of Sections 4 through 9 shall survive the termination of this Agreement.

(p) Entire Agreement. This Agreement, any Exhibits, Appendices, Schedules, attachments, and any documents incorporated by reference constitute the entire agreement of the Parties regarding the subject matter hereof. PBM acknowledges that it is obligated to honor information as submitted in the RFP process.

(q) This Agreement may be modified only by a writing executed by the Parties.

(r) Non-Solicitation. Client agrees to act in good faith to provide proactive notification to PBM and/or PBM Affiliates prior to directly soliciting any PBM client; including clients of PBM's Affiliates where PBM is


the pharmacy provider, to enter into a new direct agreement with Client. Client agrees that they will not knowingly present Client's coalition program to an existing PBM direct client, PBM client through another coalition or PBM Affiliate client until the last year of the client's active contract with the effective date of a transition to the Client coalition program to commence at the end of the then-current term of the client's agreement for its pharmacy benefit management services (the "Participating Group Contract Term Date or pricing exhibit Term Date) or as mutually agreed upon by the parties. For prospective clients headquartered in the Specified Areas (as defined below), Client agrees to act in good faith to provide proactive notification to PBM prior to soliciting a prospective or current customer to join the Client's Coalition. For purposes of the foregoing, the "Specified Areas" shall include certain geographic locations where PBM is subject to a contractual arrangement which includes a non-solicitation requirement, and as of the Effective Date, the Specified Areas include the following: the States of Arizona, New Jersey, Delaware, and the following counties in the State of Pennsylvania: Bucks, Montgomery, Chester, and Philadelphia. PBM shall notify Client of any required change to the Specified Areas during the term. If Client does not provide notification but subsequently becomes aware of a potential client being subject to the restrictions provided in this section, then Client will withdraw any solicitation it may have provided that is based on the Client's coalition.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

OptumRx, Inc.

Health Action Council

DocuSigned by:
Signature: Jeff Grosklags
13802EB7E323446...
Print Name: Jeff Grosklags
Print Title: CFO
Date: 2/11/2021

Signature: 
Print Name: Patty Starr
Print Title: President & CEO
Date: February 9, 2021

Agreement No.: Agreement Number

The Cooperative Council of Governments

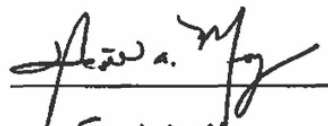
Signature: 
Print Name: Scott A. Morgan
Print Title: Board President
Date: 2/8/21

EXHIBIT A

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BAA”) is incorporated into and made part of the services agreements (collectively, the “Agreement”), by and between OptumRx, Inc., on behalf of itself and its subsidiaries and affiliates (“Business Associate”), and _____ (“Covered Entity”), that involve the use or disclosure of PHI (as defined below). The parties agree as follows.

1. DEFINITIONS

1.1 All capitalized terms used in this BAA not otherwise defined herein have the meanings established for purposes of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, as amended and supplemented (collectively, “HIPAA”).

1.2 “Breach” means the acquisition, access, use or disclosure of PHI in a manner not permitted by the Privacy Rule that compromises the security or privacy of the PHI, subject to the exclusions in 45 C.F.R. § 164.402.

1.3 “PHI” means Protected Health Information, as defined in 45 C.F.R. § 160.103, and is limited to the Protected Health Information received from, or received, created, maintained or transmitted on behalf of, Covered Entity.

1.4 “Privacy Rule” means the federal privacy regulations, and “Security Rule” means the federal security regulations, as amended, issued pursuant to HIPAA and codified at 45 C.F.R. Parts 160 and 164 (Subparts A, C & E).

1.5 “Services” means the services provided by Business Associate to Covered Entity to the extent they involve the receipt, creation, maintenance, transmission, use or disclosure of PHI.

2. RESPONSIBILITIES OF BUSINESS ASSOCIATE. With regard to its use and/or disclosure of PHI, Business Associate agrees to:

2.1 not use and/or further disclose PHI except as necessary to provide the Services, as permitted or required by this BAA and in compliance with the applicable requirements of 45 C.F.R. § 164.504(e), or as Required by Law; provided that, to the extent Business Associate is to carry out Covered Entity’s obligations under the Privacy Rule, Business Associate will comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of those obligations.

2.2 implement and use appropriate administrative, physical and technical safeguards and comply with applicable Security Rule requirements with respect to ePHI, to prevent use or disclosure of PHI other than as provided for by this BAA.

2.3 without unreasonable delay, report to Covered Entity (i) any use or disclosure of PHI not provided for in this BAA and/or (ii) any Security Incident of which Business Associate becomes aware in accordance with 45 C.F.R. § 164.314(a)(2)(i)(C). For the purposes of reporting under this BAA, a reportable “Security Incident” shall not include unsuccessful or inconsequential incidents that do not represent a material threat to confidentiality, integrity or availability of PHI (such as scans, pings, or unsuccessful attempts to penetrate computer networks).

2.4 report to Covered Entity within ten business days: (i) any Breach of Unsecured PHI of which it becomes aware in accordance with 45 C.F.R. § 164.504(e)(2)(ii)(C). Business Associate shall provide to Covered Entity a description of the Breach and a list of Individuals affected (unless Covered Entity is a plan sponsor ineligible to receive PHI). Business Associate shall provide required notifications to Individuals and the Media and Secretary, where appropriate, in accordance with the Privacy Rule and with Covered Entity’s approval of the notification text. Business Associate shall pay for the reasonable and actual costs associated with those notifications and with credit monitoring, if appropriate.

2.5 in accordance with 45 C.F.R. § 164.502(e)(1)(ii) and 45 C.F.R. § 164.308(b)(2), ensure that any

subcontractors of Business Associate that create, receive, maintain or transmit PHI on behalf of Business Associate agree, in writing, to the same restrictions on the use and/or disclosure of PHI that apply to Business Associate with respect to that PHI, including complying with the applicable Security Rule requirements with respect to ePHI.

2.6 make available its internal practices, books and records relating to the use and disclosure of PHI to the Secretary for purposes of determining Covered Entity's compliance with the Privacy Rule, in accordance with 45 C.F.R. § 164.504(e)(2)(ii)(l).

2.7 within ten business days after receiving a written request from Covered Entity or an Individual, make available to Covered Entity or an Individual information necessary for an accounting of disclosures of PHI about an Individual, in accordance with 45 C.F.R. § 164.528.

2.8 provide access to Covered Entity or an Individual, within ten business days after receiving a written request from Covered Entity or an Individual, to PHI in a Designated Record Set about an Individual, sufficient for compliance with 45 C.F.R. § 164.524.

2.9 to the extent that the PHI in Business Associate's possession constitutes a Designated Record Set, make available, within ten business days after a written request by Covered Entity or an Individual, PHI for amendment and incorporate any amendments to the PHI as requested in accordance with 45 C.F.R. § 164.526.

3. RESPONSIBILITIES OF COVERED ENTITY. Covered Entity:

3.1 shall identify the records it furnishes to Business Associate that it considers to be PHI for purposes of the Agreement, and provide to Business Associate only the minimum PHI necessary to accomplish the Services.

3.2 in the event that the Covered Entity honors a request to restrict the use or disclosure of PHI pursuant to 45 C.F.R. § 164.522(a) or makes revisions to its notice of privacy practices of Covered Entity in accordance with 45 C.F.R. § 164.520 that increase the limitations on uses or disclosures of PHI or agrees to a request by an Individual for confidential communications under 45 C.F.R. § 164.522(b), Covered Entity agrees not to provide Business Associate any PHI that is subject to any of those restrictions or limitations, unless Covered Entity notifies Business Associate of the restriction or limitation and Business Associate agrees in writing to honor the restriction or limitation.

3.3 shall be responsible for using administrative, physical and technical safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Business Associate pursuant to the Agreement, in accordance with the requirements of HIPAA.

3.4 shall obtain any consent or authorization that may be required by applicable federal or state laws prior to furnishing Business Associate the PHI for use and disclosure in accordance with this BAA.

3.5 if Covered Entity is an employer sponsored health plan, Covered Entity represents that to the extent applicable, it has ensured and has received certification from the applicable Plan Sponsor that the Plan Sponsor has taken the appropriate steps in accordance with 45 C.F.R. § 164.504(f) and 45 C.F.R. § 164.314(b) to enable Business Associate on behalf of Covered Entity to disclose PHI to Plan Sponsor, including but not limited to amending its plan documents to incorporate the requirements set forth in 45 C.F.R. § 164.504(f)(2) and 45 C.F.R. § 164.314(b). Covered Entity shall ensure that only employees authorized under 45 C.F.R. § 164.504(f) shall have access to the PHI disclosed by Business Associate to Plan Sponsor.

4. PERMITTED USES AND DISCLOSURES OF PHI. Business Associate may:

4.1 use and disclose PHI as necessary to provide the Services to Covered Entity.

4.2 use and disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that any disclosures are Required by Law or any third party to which Business Associate discloses PHI provides written assurances that: (i) the information will be held confidentially and used or further disclosed only for the purpose for which it was disclosed to the third party or as Required by Law; and (ii) the third party promptly will notify Business Associate of any instances of which it becomes aware in which the confidentiality of the information has been breached, in accordance with 45 C.F.R. §

164.504(e)(4).

4.3 De-identify any PHI received or created by Business Associate under this BAA in accordance with the Privacy Rule.

4.4 provide Data Aggregation services relating to the Health Care Operations of the Covered Entity in accordance with the Privacy Rule.

4.5 use PHI for Research projects conducted by Business Associate, its Affiliates or third parties, in a manner permitted by the Privacy Rule, by obtaining documentation of individual authorizations, an Institutional Review Board, or a privacy board waiver that meets the requirements of 45 C.F.R. § 164.512(i)(1), and providing Covered Entity with copies of such authorizations or waivers upon request.

4.6 make PHI available for reviews preparatory to Research in accordance with the Privacy Rule at 45 C.F.R. § 164.512(i)(1)(ii).

4.7 use the PHI to create a Limited Data Set (“LDS”) and use or disclose the LDS for the health care operations of the Covered Entity or for Research or Public Health purposes as provided in the Privacy Rule.

4.8 use and disclose PHI for Covered Entity’s health care operations purposes in accordance with the Privacy Rule.

5. TERMINATION

5.1 Covered Entity may terminate this BAA and the Agreement if Business Associate materially breaches this BAA, Covered Entity provides written notice of the breach to Business Associate, and Business Associate fails to cure the breach within the reasonable time period set by Covered Entity.

5.2 Within thirty (30) days after the expiration or termination for any reason of the Agreement and/or this BAA, Business Associate shall return or destroy all PHI, if feasible to do so, including all PHI in possession of Business Associate’s subcontractors. In the event that return, or destruction of the PHI is not feasible, Business Associate may retain the PHI subject to this Section 5.2. Business Associate shall extend any and all protections, limitations and restrictions contained in this BAA to Business Associate’s use and/or disclosure of any PHI retained after the expiration or termination of the Agreement and/or this BAA, and shall limit any further uses and/or disclosures solely to the purposes that make return or destruction of the PHI infeasible.

6. MISCELLANEOUS. The terms of this BAA shall be construed to allow Covered Entity and Business Associate to comply with HIPAA. Nothing in this Addendum shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever. Sections 4 and 5.2 shall survive the expiration or termination of this BAA for any reason.

7. NOTICES. Notwithstanding the notice provision in the Agreement, all notices given in connection with this BAA shall be made to the following:

To Covered Entity:

Address:
Phone Number:
Email Address:

To Business Associate:

Address: OptumRx, Inc.
2300 Main Street
Irvine, CA 92614
Phone Number: 877-598-3646
Email Address: privacy@optum.com

The parties have accepted and agreed to this BAA.

OptumRx, Inc.

Covered Entity

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT B

STANDARD PBM PRODUCTS AND SERVICES

PBM shall provide the following standard services (all as more fully described elsewhere in this Agreement) to Participating Group consistent with Participating Group's current Plan Design Document.

Standard Services included with base fees:

1. Claims Processing Services
 - a. Eligibility Management
 - b. Eligibility Verification
 - c. On-line Electronic Claims Processing/Administration
 - d. Data Retention – 15 months Operational On-line Data
2. National Pharmacy Network Services
 - a. Administration of the National Pharmacy Network and Retail 90 Network
 - b. Pharmacy Help Desk
3. Covered Manufacturer Rebate Services (OptumRx Standard Formulary only)
 - a. Management and Administration of Pharmaceutical Rebate Program
4. Clinical Services
 - a. Drug Recall Reporting
 - b. Concurrent Drug Utilization Review
 - c. Basic Fraud, Waste & Abuse Audit
 - d. Administration of OptumRx Standard Formulary
 - e. Administration of OptumRx Standard UM program (PA, ST, QL)
 - f. Standard Clinical Publications
5. Benefit Plan Administration
 - a. Plan Design Development, Setup and Administration
6. Coalition Services
 - a. Executive Plan Sponsor
 - b. Designated sales support staff
 - c. Designated Account Management
 - d. Access to de-identified claims data for each Participating Group
7. Participating Group & Member Services
 - a. Implementation Support
 - b. Member Services Help Desk
 - c. Member online access to general and plan specific information
 - d. Administrative overrides to plan benefit (*additional charge may apply for specialty pharmacy when BrivoRx is not the exclusive specialty provider*)
 - e. Account Management
 - g. Standard Reporting Package
 - h. Online access to Member Eligibility to enter or update Member eligibility per mutually agreed format

- i. Online access to Member claims history

- 8. Initial ID Cards Production & Mailing
 - a. Standard Member Communication, e.g., Initial Welcome Booklet with 2 ID Cards per household (Postage, shipping & handling is not included)

- 9. Reporting
 - a. Standard PBM reporting
 - b. Online Standard Reporting (for up to 2 users per member group at no additional charge)

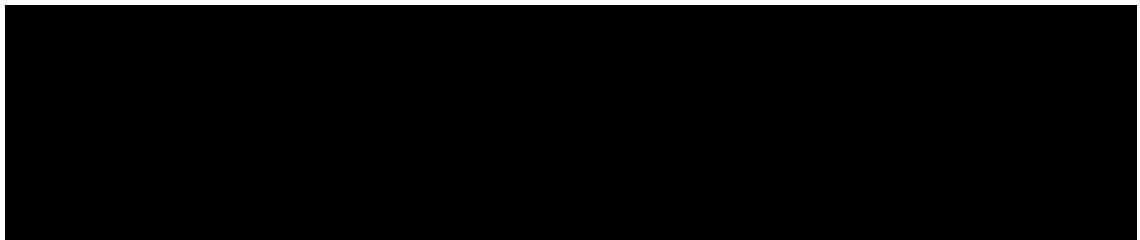
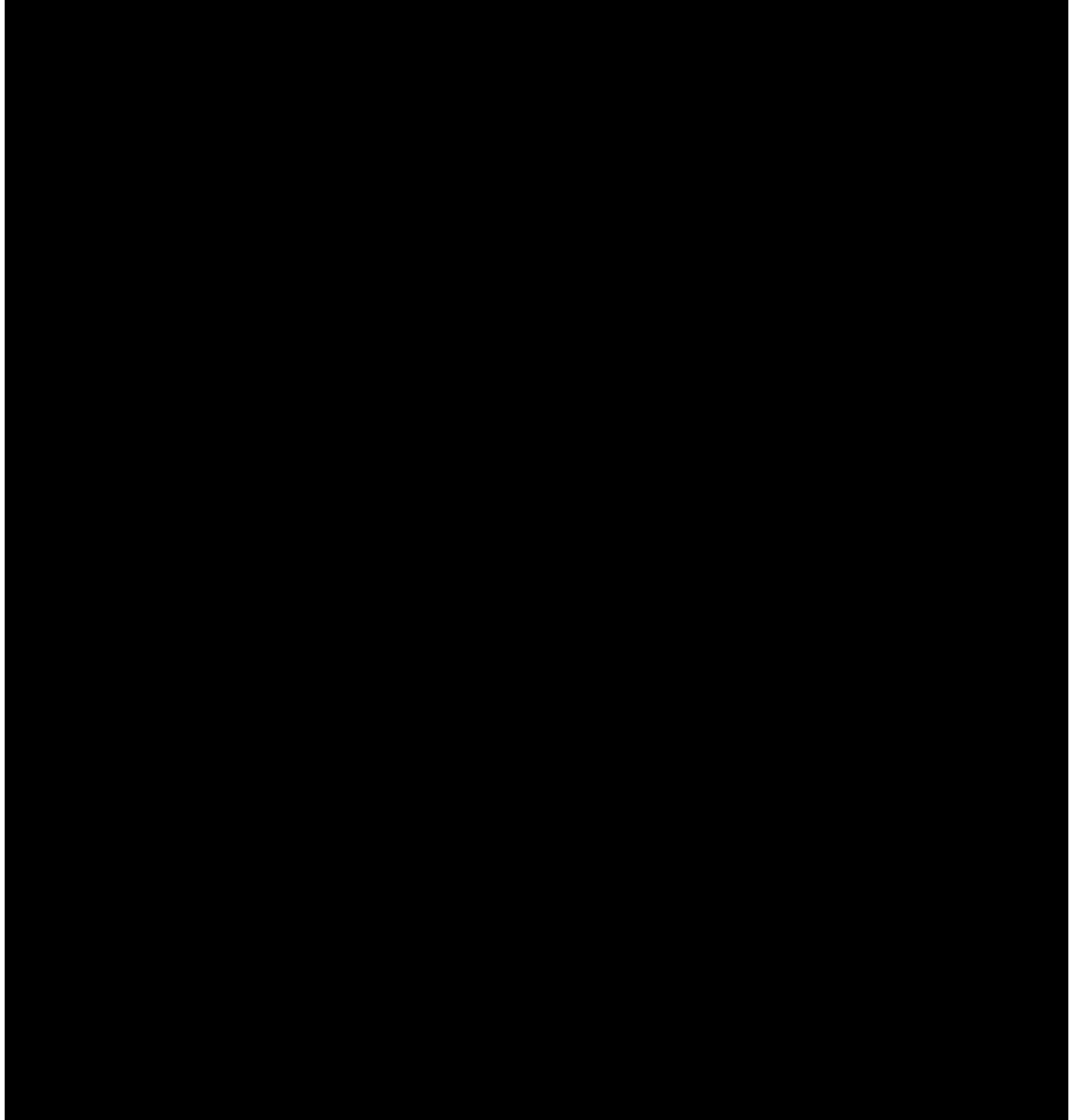
- 10. Mail Service and Specialty Pharmacy
 - a. Postage included (additional charges may apply for express shipments)

EXHIBIT C

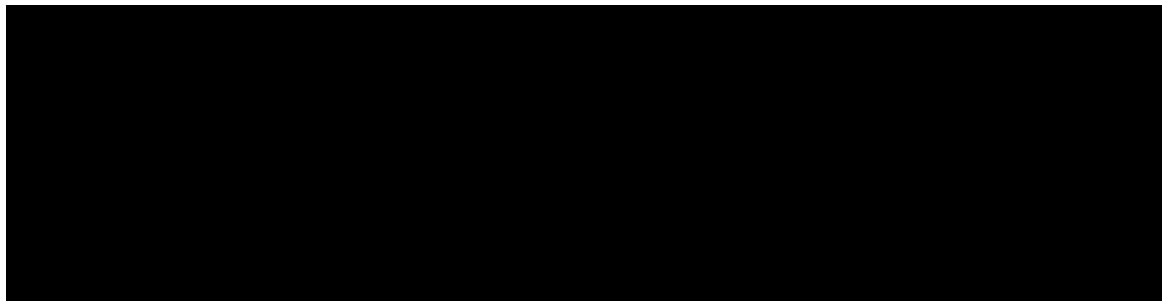
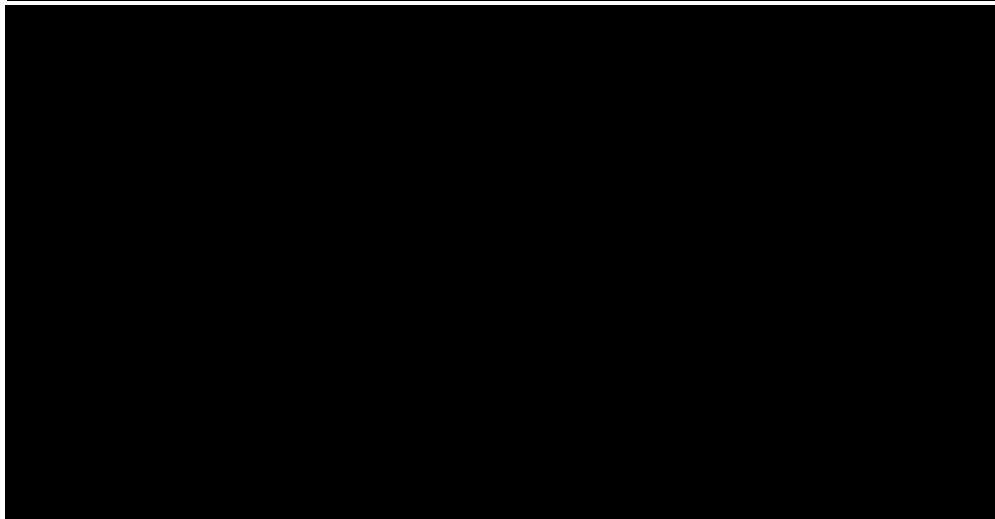
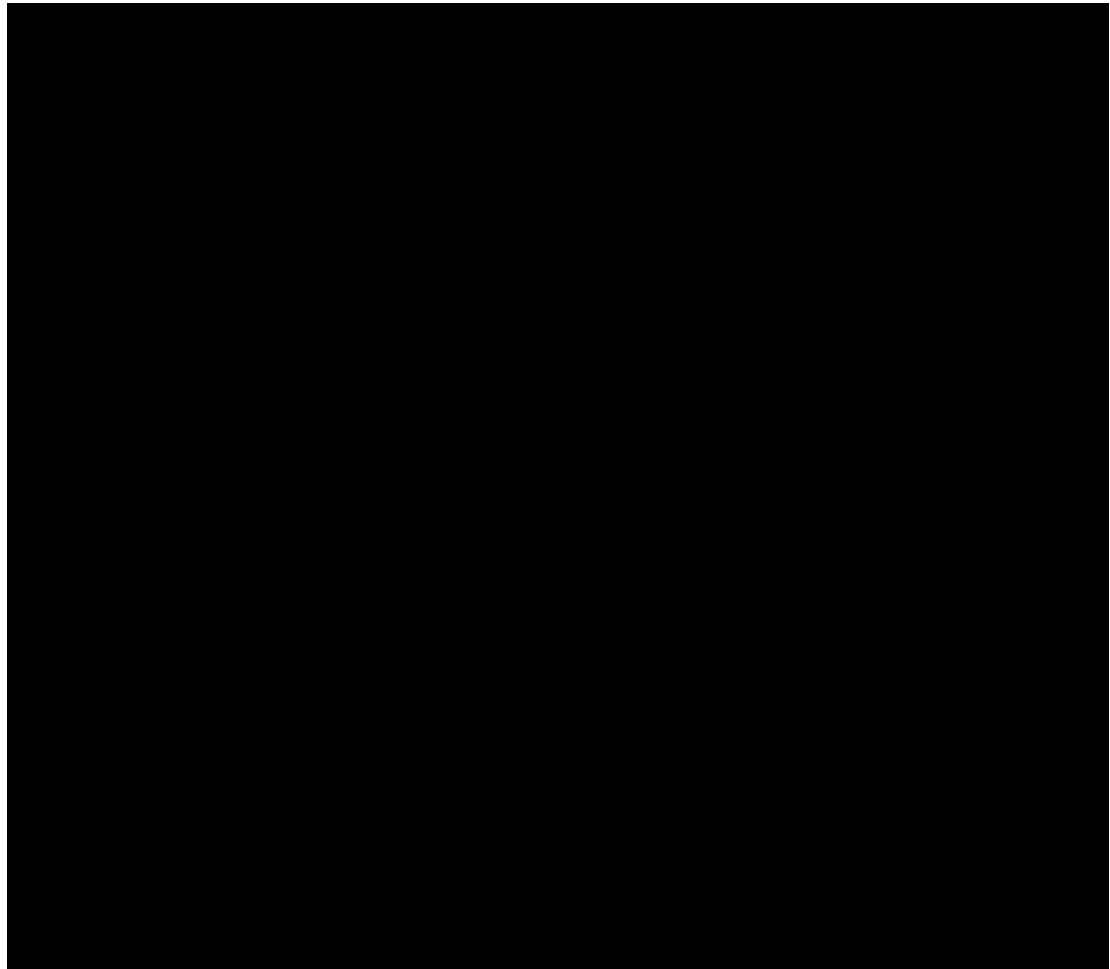
CLAIMS ADMINISTRATION AND OTHER FEES

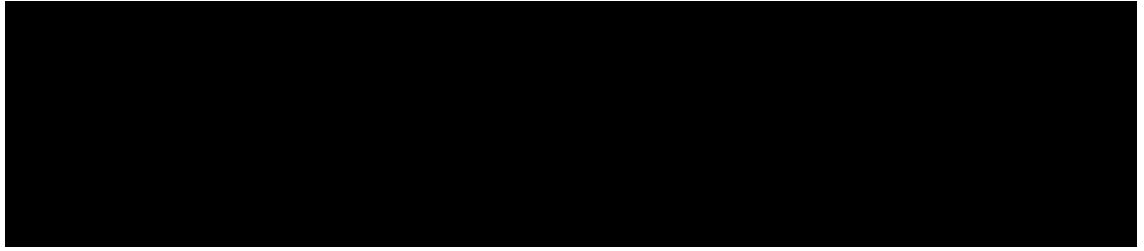
Participating Group shall elect pricing as set forth in this Exhibit C. Participating Group understands that the pricing in this Exhibit C is determined by the total number of Coalition Member lives.

A. Credits and Allowances



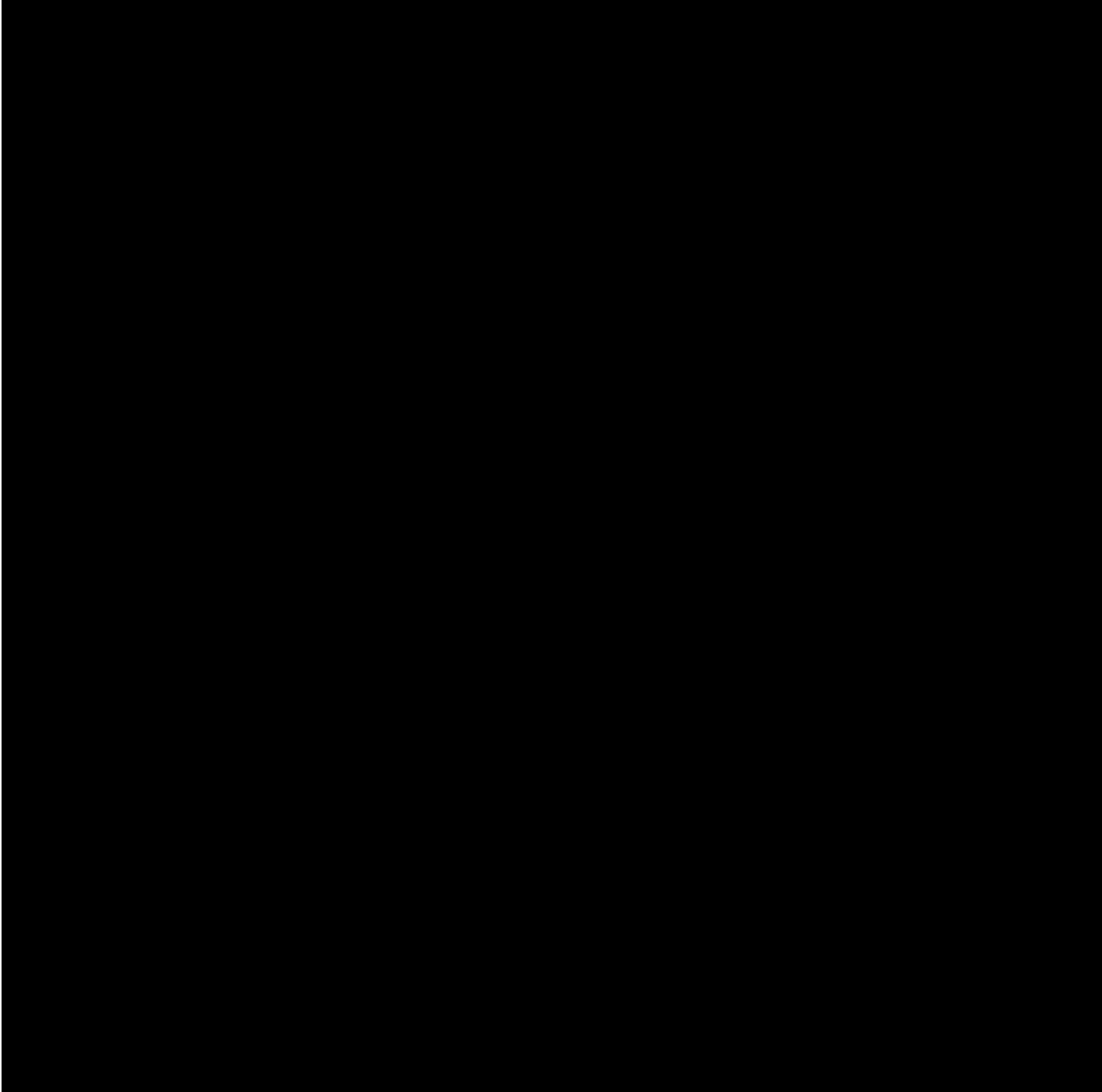
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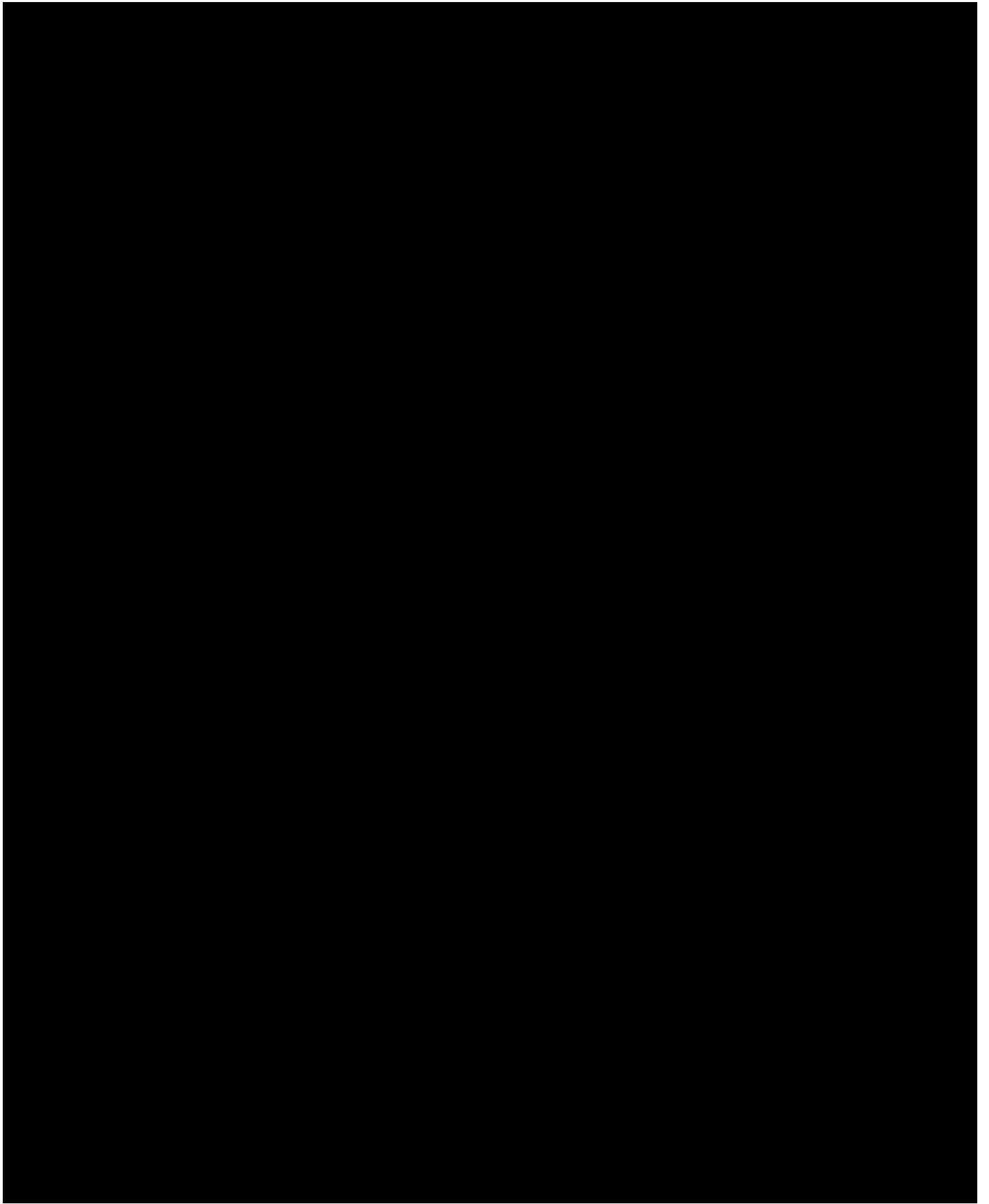


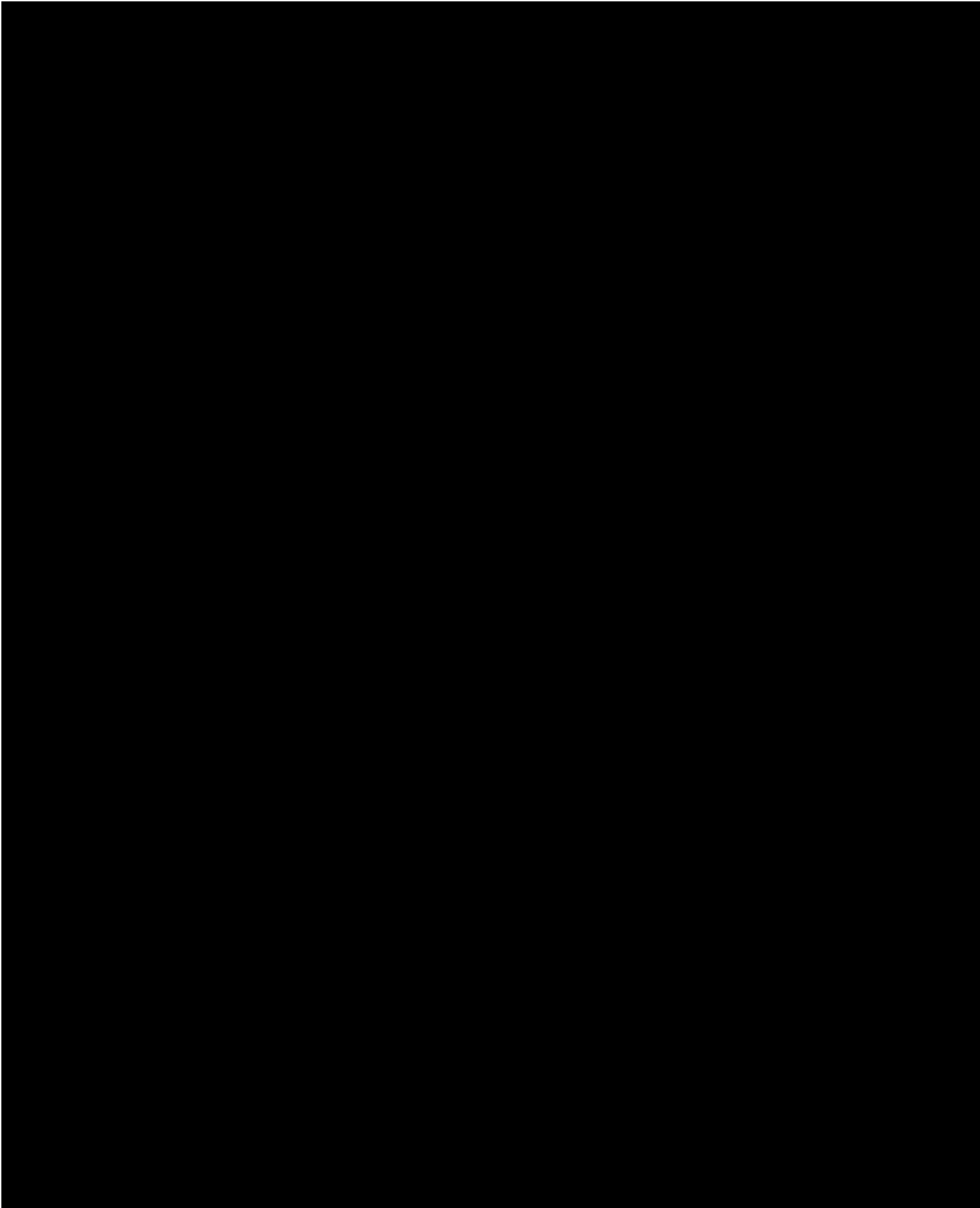


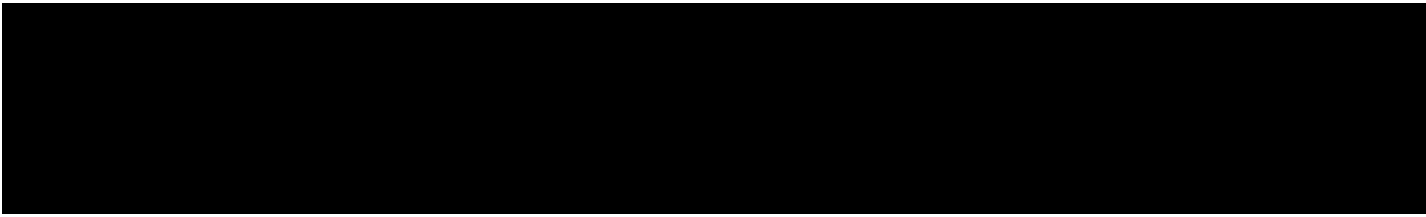
- B. **Service Fees.** Participating Group will pay PBM for the services provided herein pursuant to the following table. Participating Group may only elect one of the four pricing options below and where a Primary, Secondary, Tertiary or Other Plan is available, designate one of the sub-options:

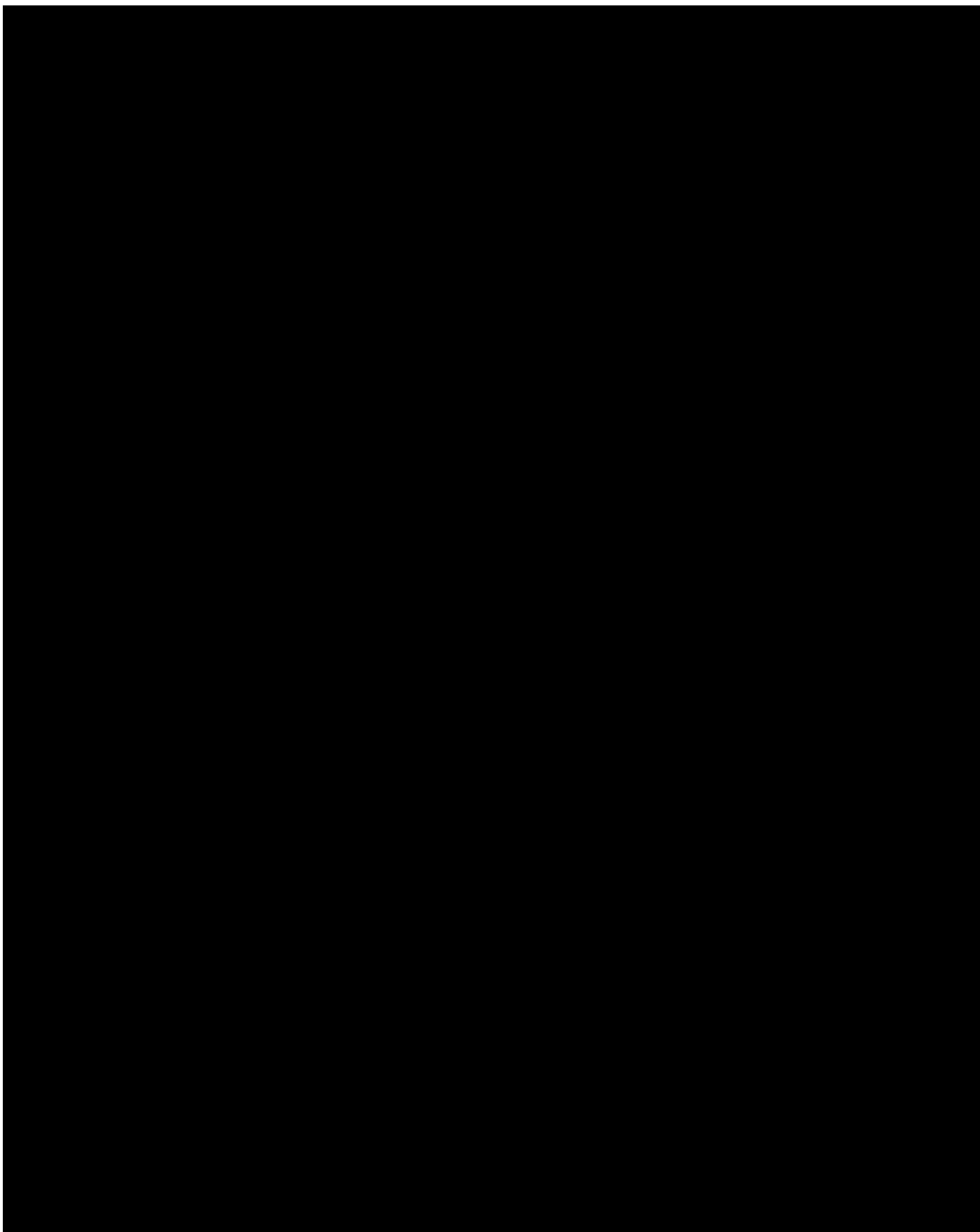
Term of contract:	Year 1:	01/01/2021 to 12/31/2021
	Year 2:	01/01/2022 to 12/31/2022
	Year 3:	01/01/2023 to 12/31/2023
	Year 4:	01/01/2024 to 12/31/2024

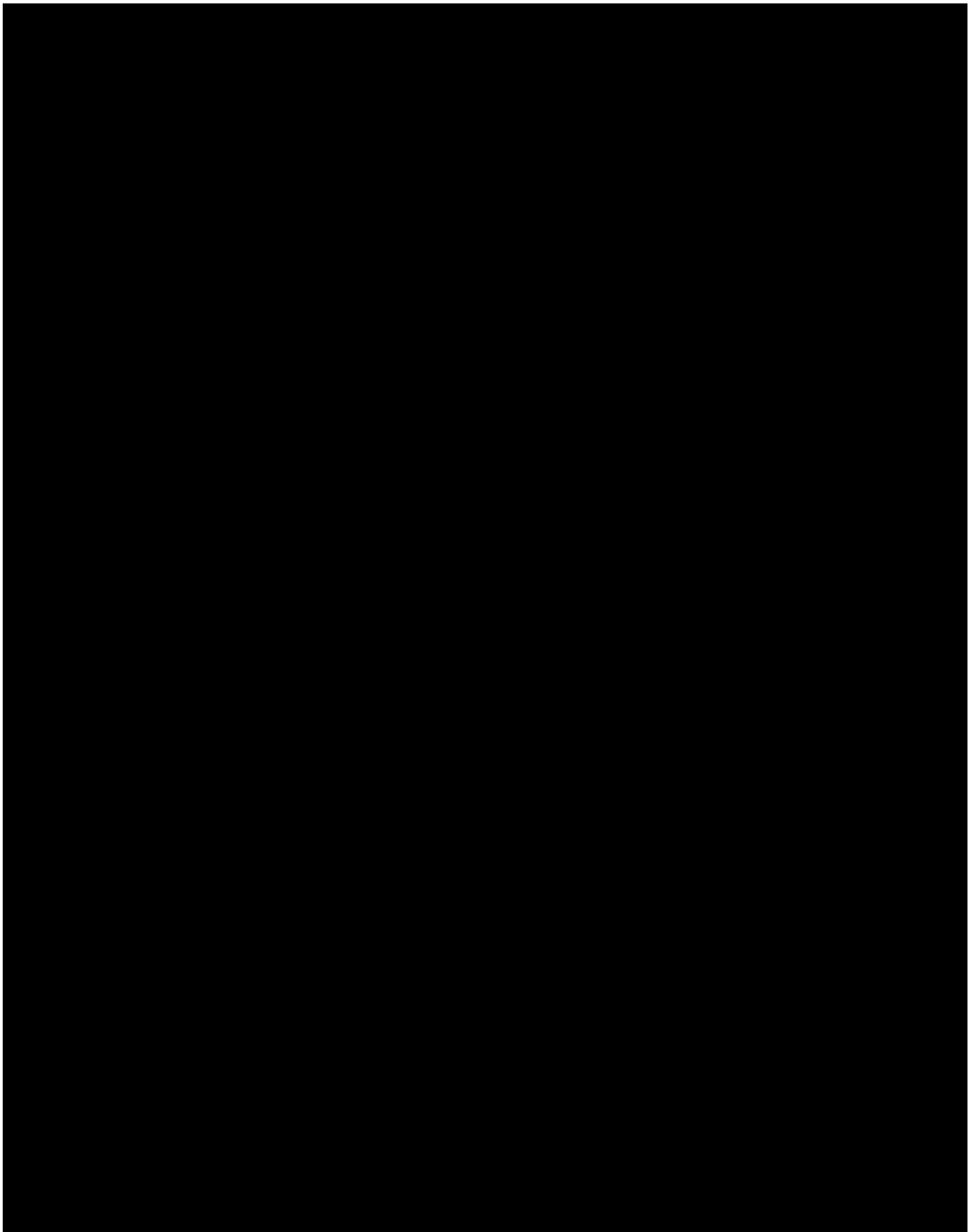




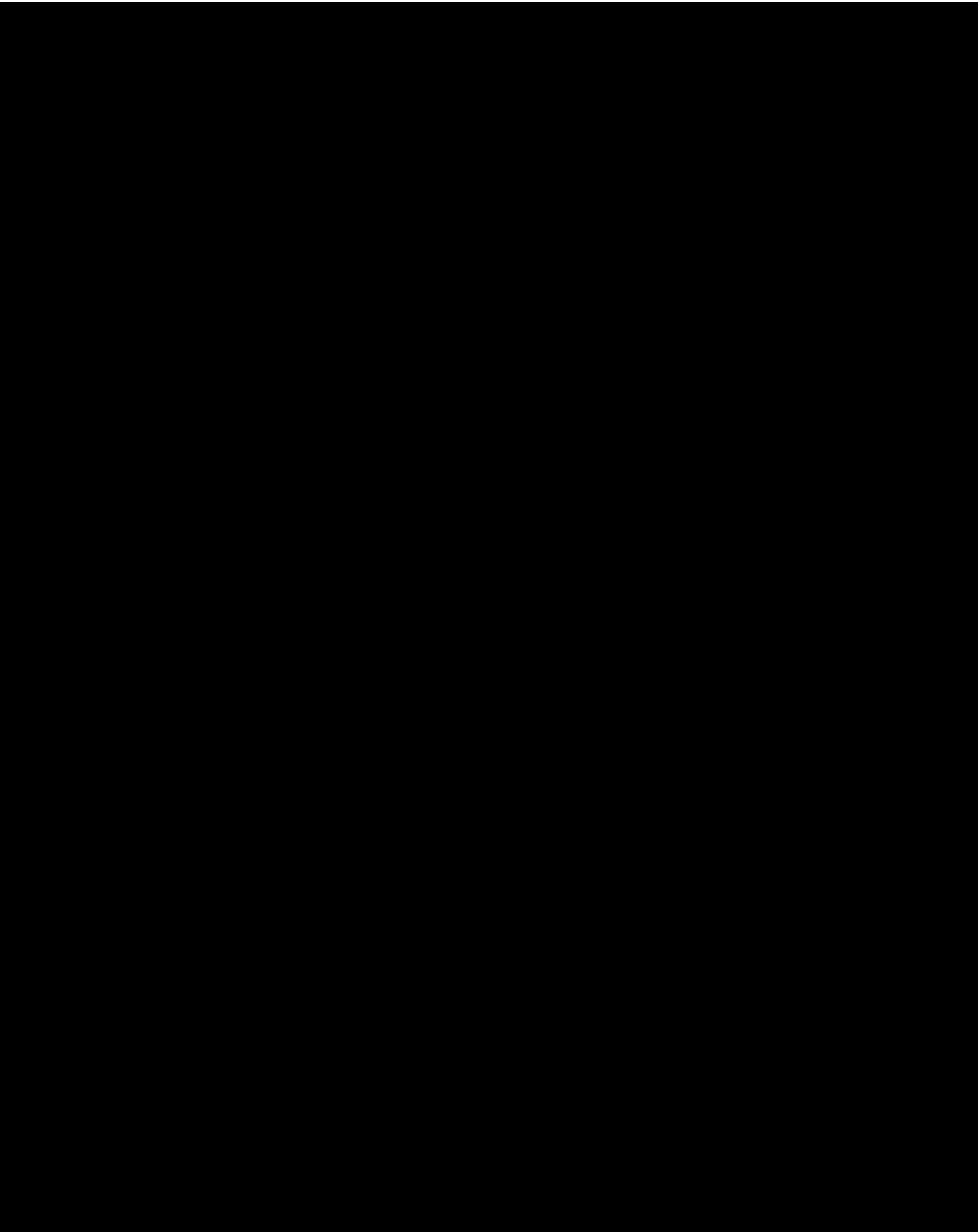


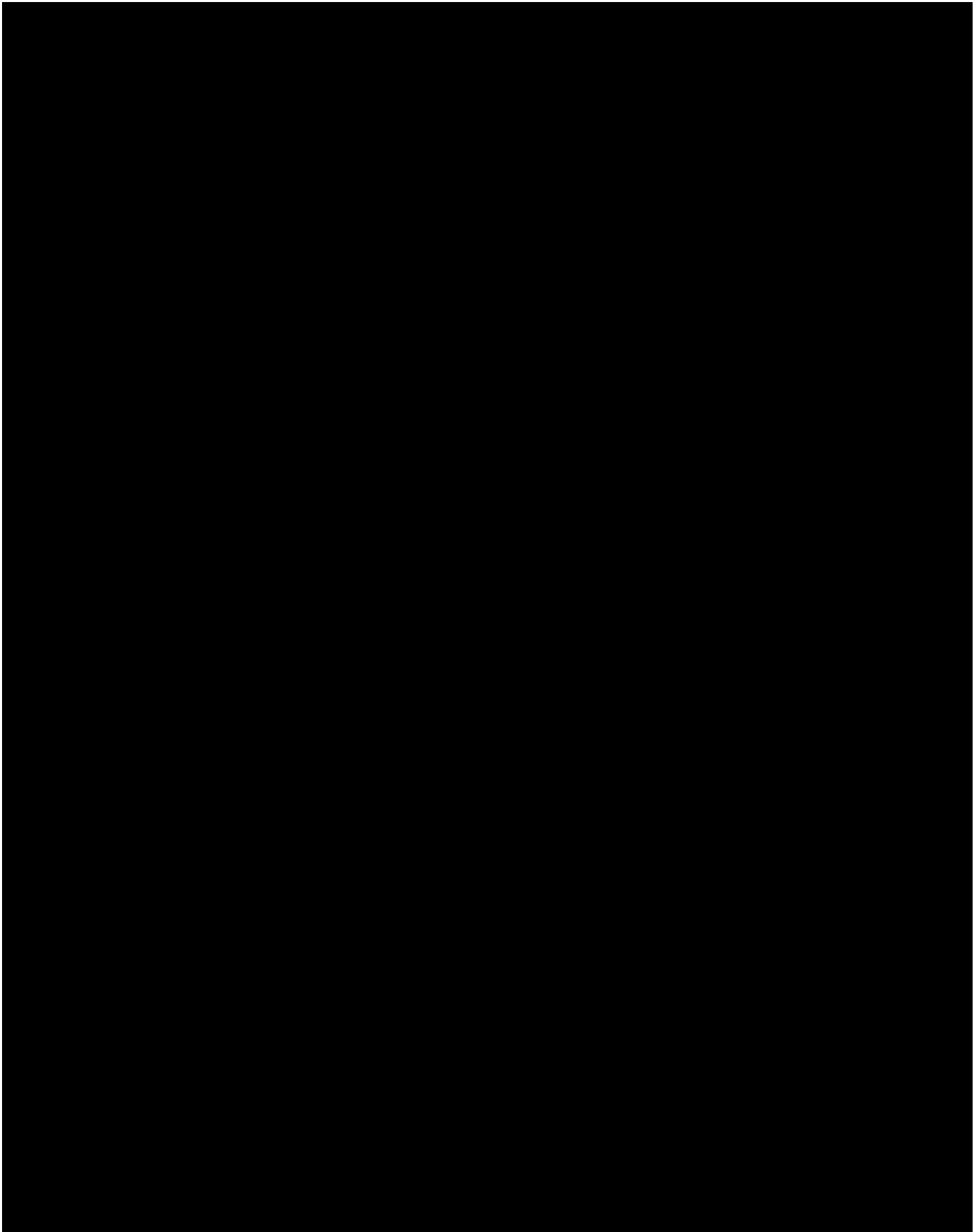


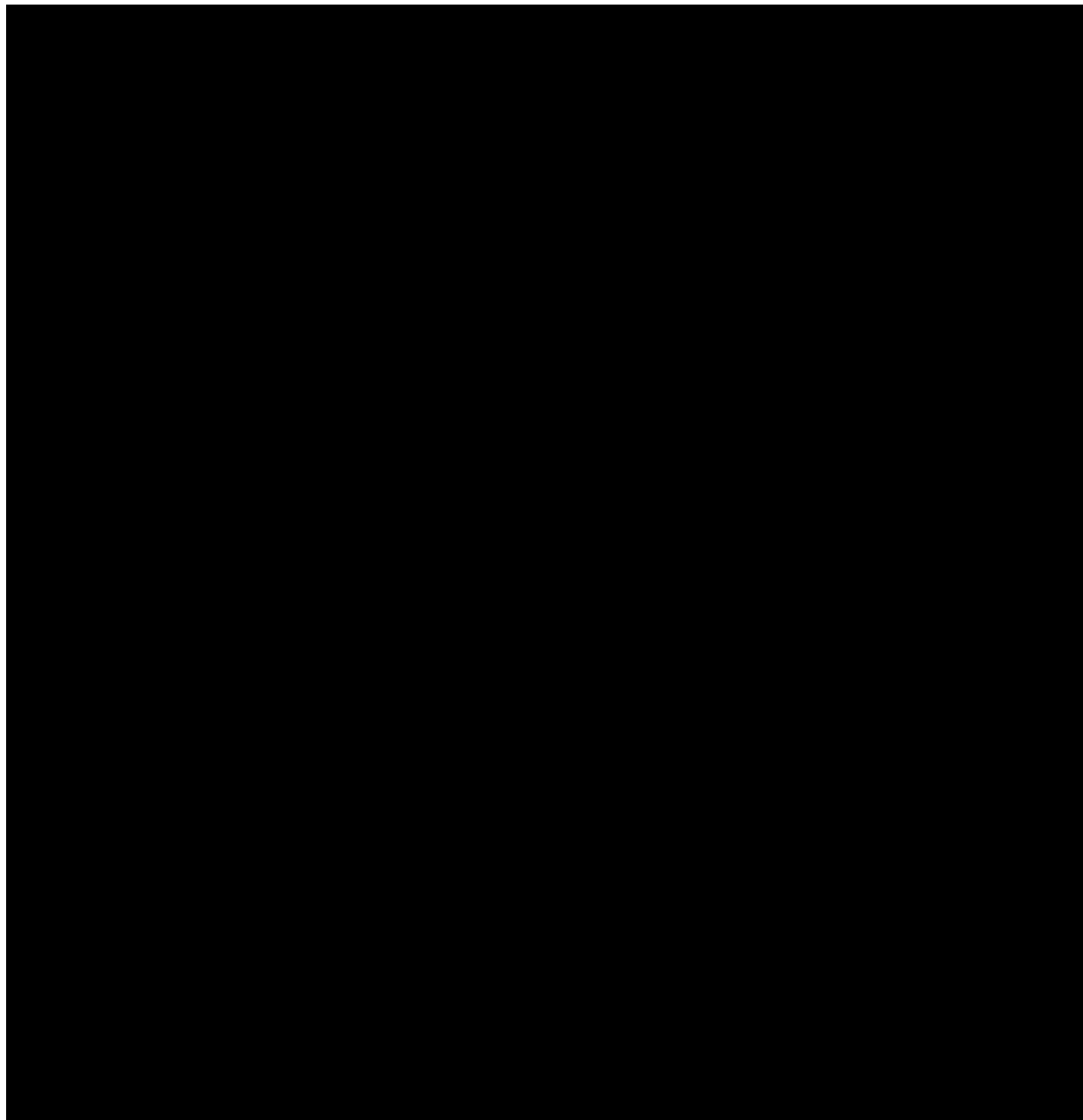


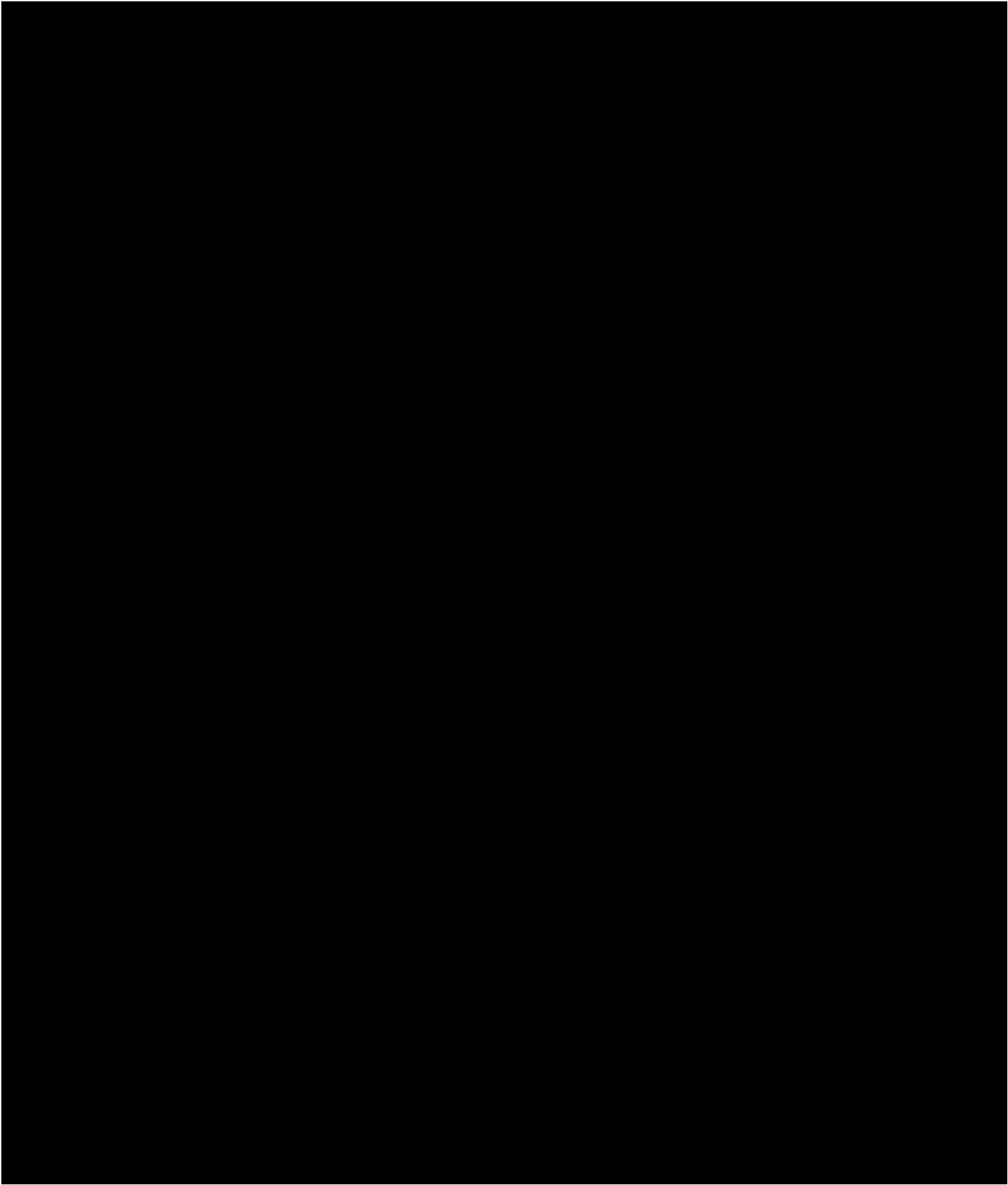


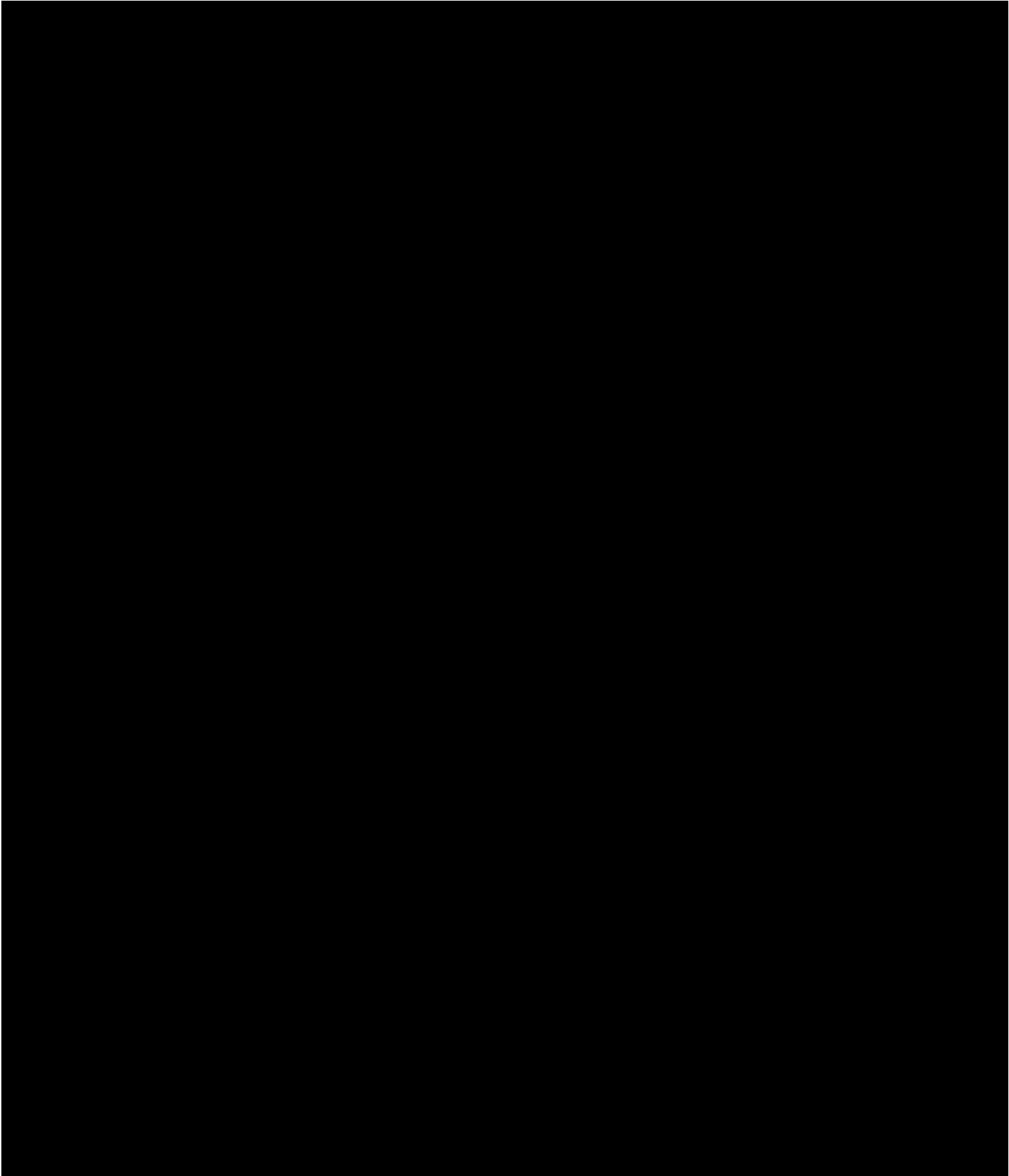


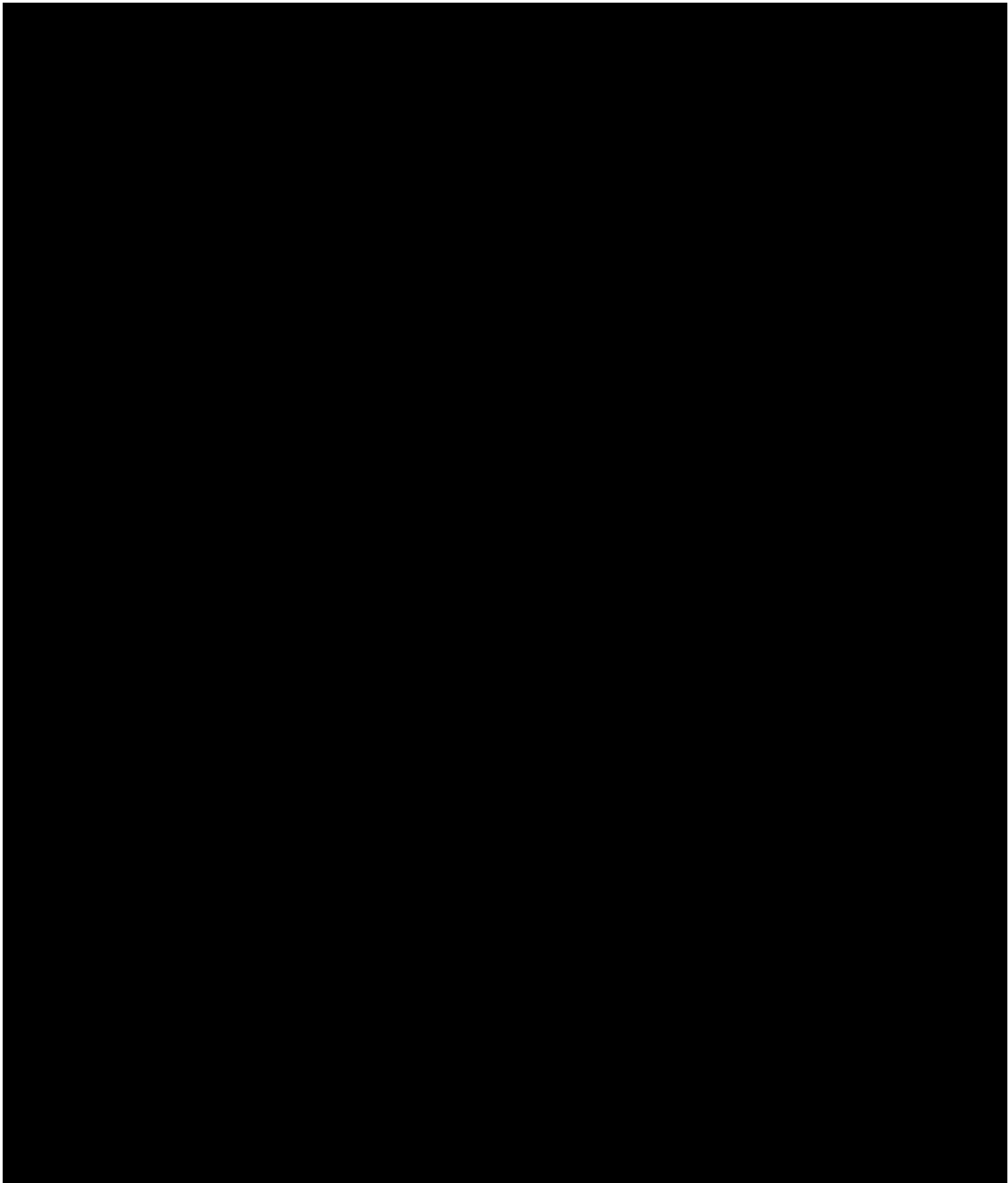


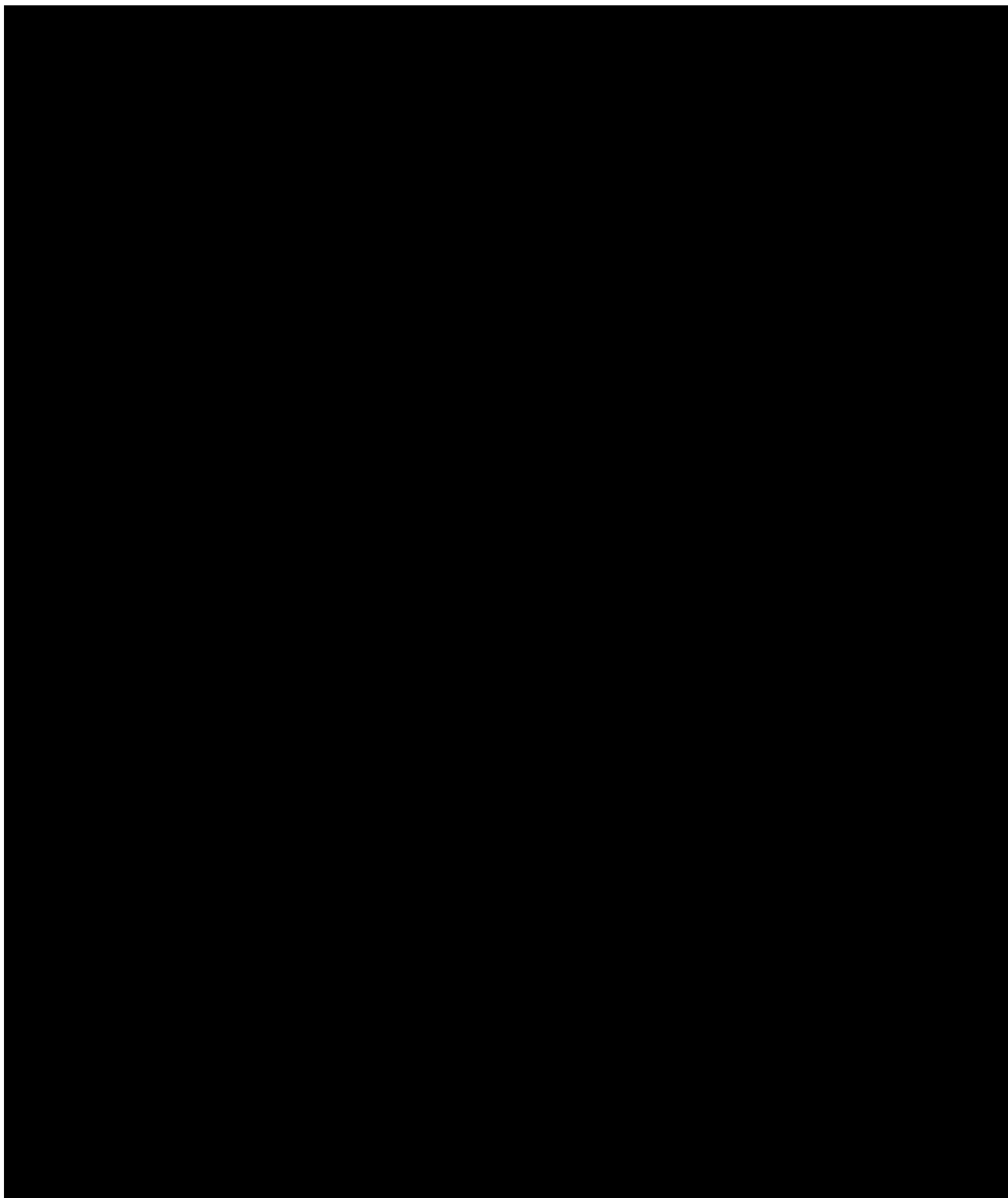


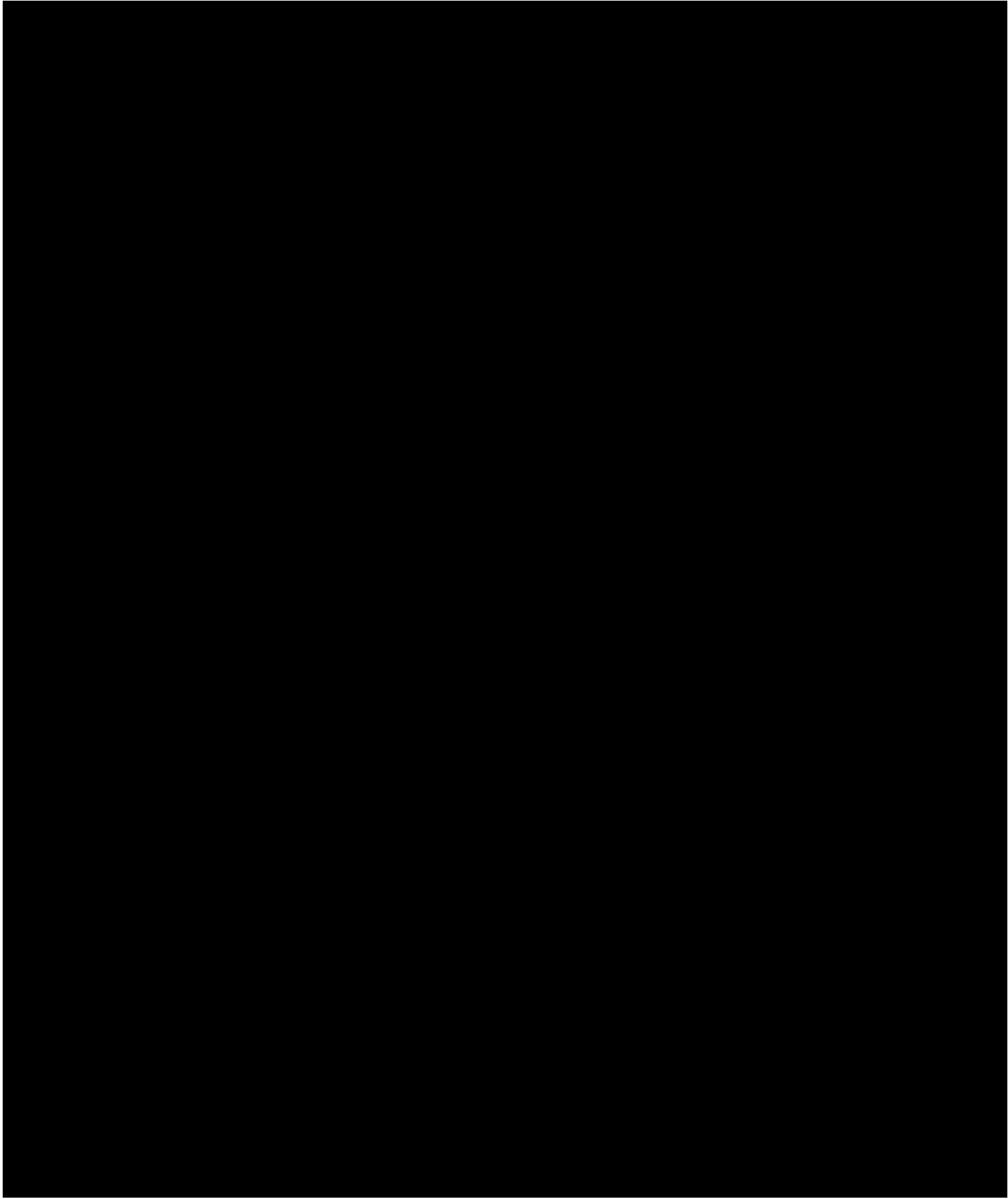


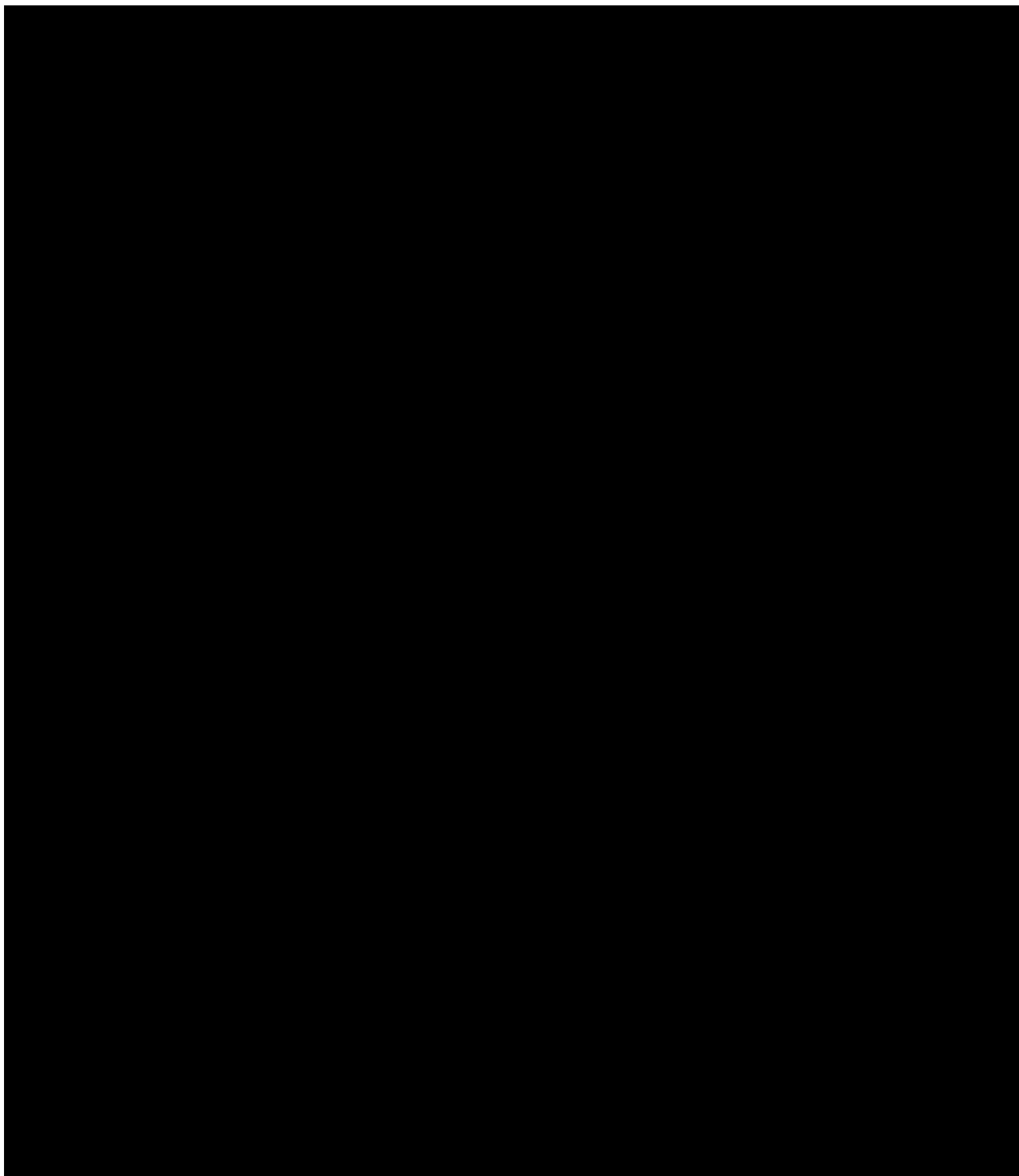


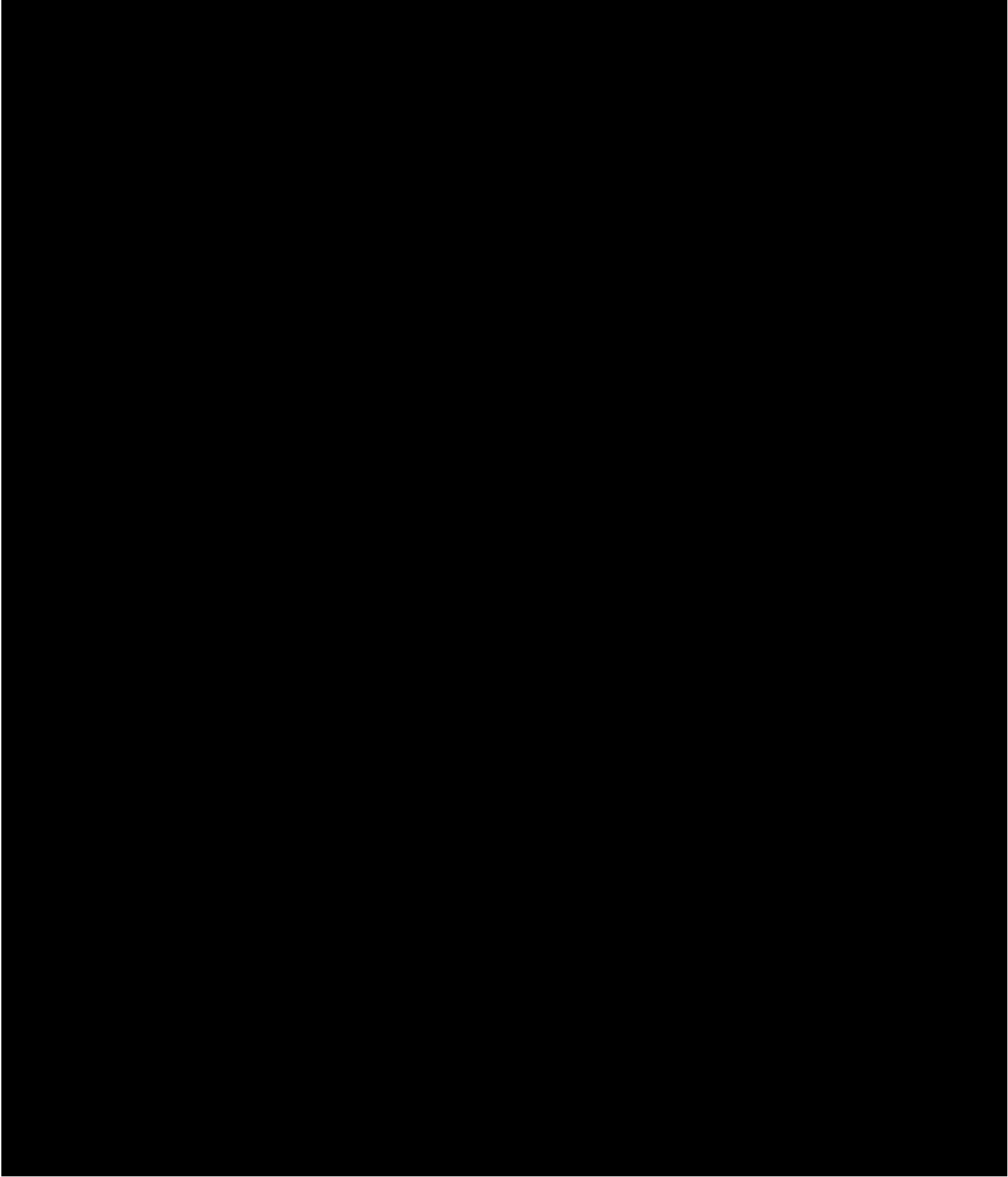


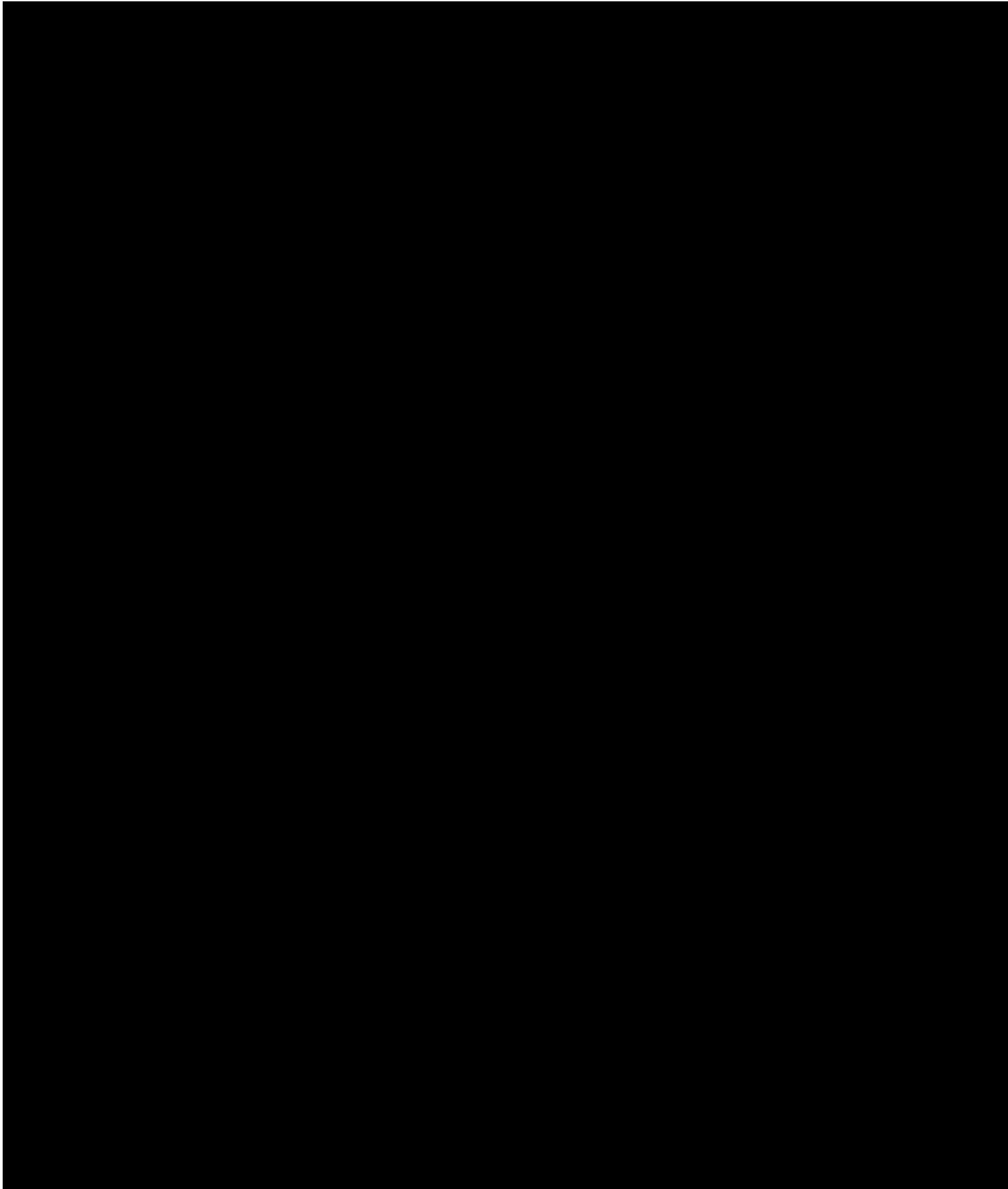


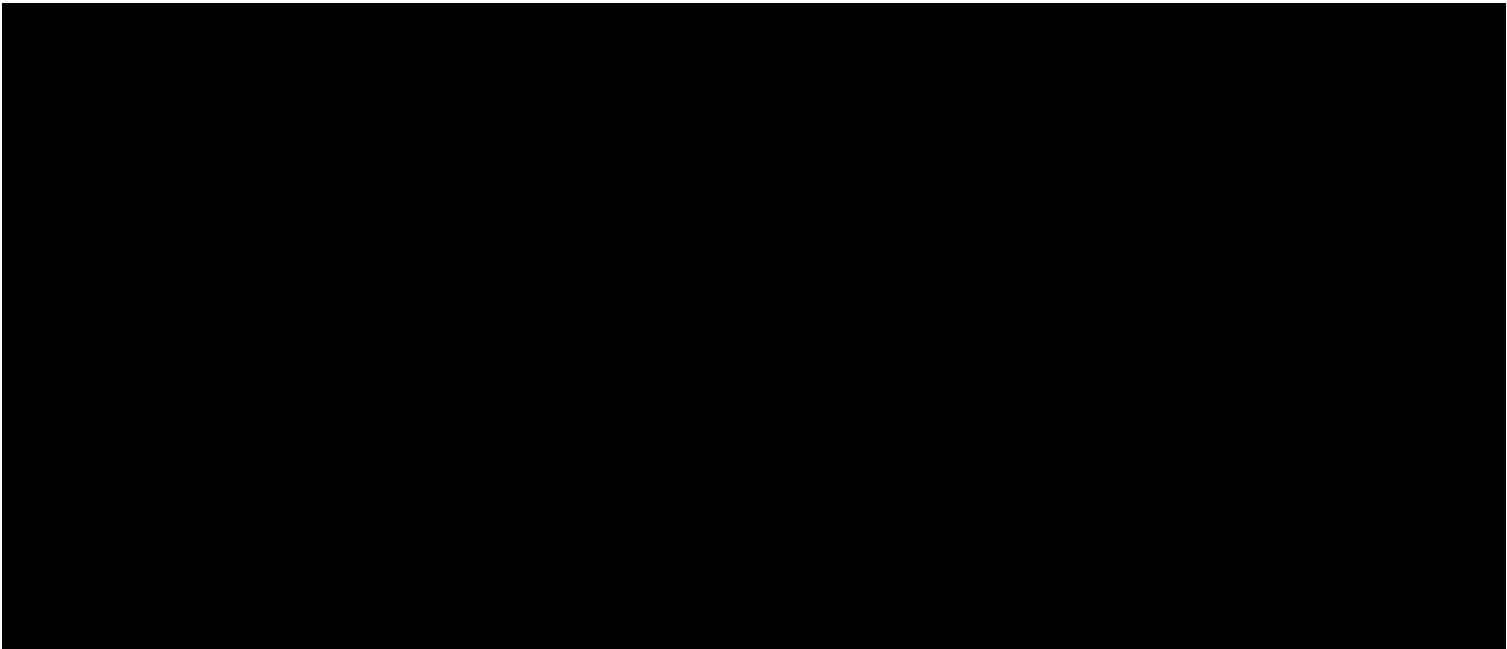




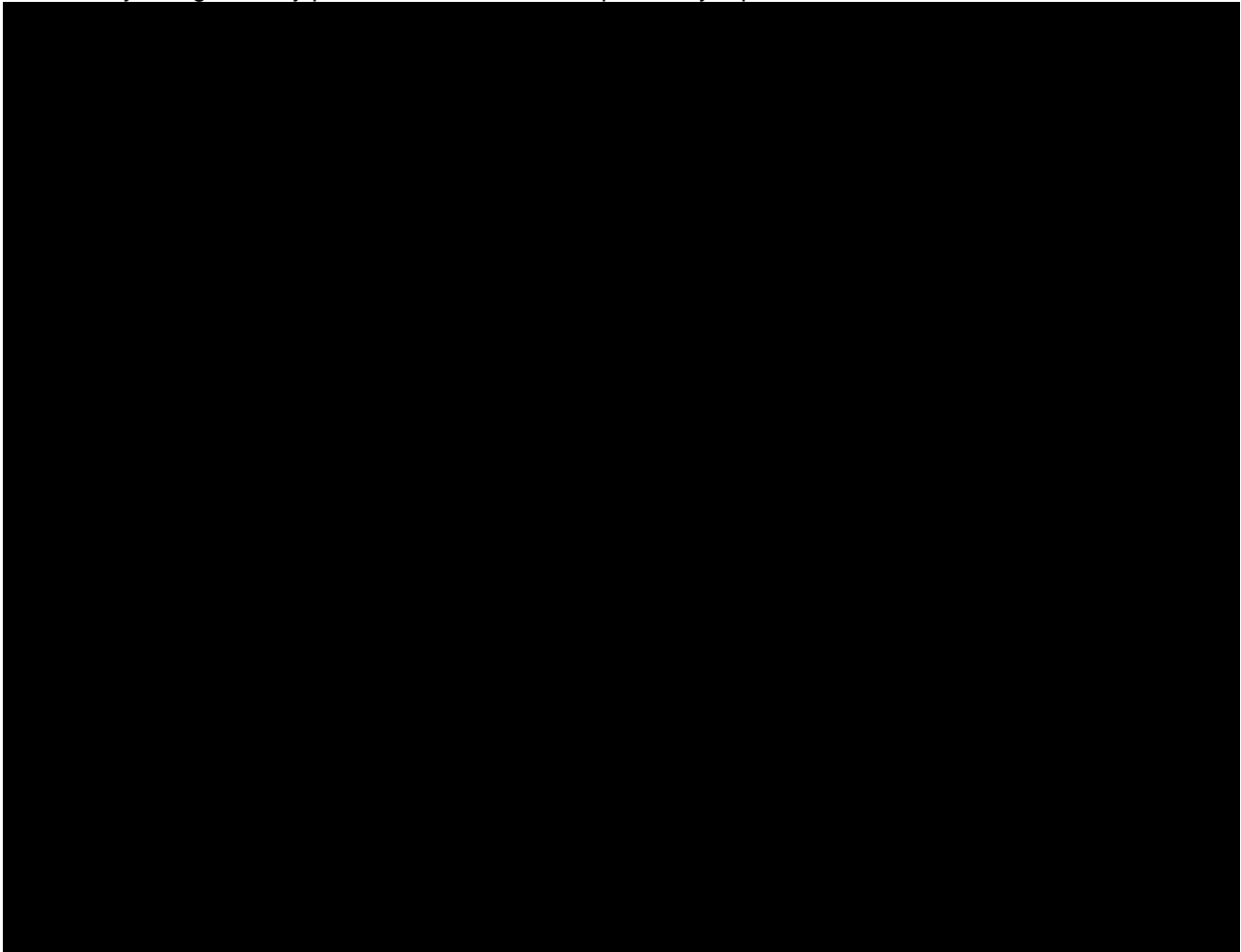








- C. **Additional Services**. Certain services as indicated below are not included in the standard Administrative Fee and are available for an additional charge. This is not an inclusive list. PBM may charge for any products or services not specifically represented herein.





D. General Financial Terms:

1. Under the Pass Through Pricing Model, Participating Group shall pay the actual retail pharmacy rates paid by PBM for prescriptions electronically processed and dispensed to a Member through PBM's retail pharmacy network, which are estimated to be the rates set forth above. Experience for specific network pharmacies may differ. These rates represent the average net effective rate for the overall network. Participating Group will be charged actual rates. This is a claim level guarantee.
2. Under the Traditional Pricing Model, Participating Group shall pay the effective retail pharmacy rates as set forth above. The Participating Pharmacy rates may vary, and the amount paid to the Participating Pharmacy may not be equal to the amount billed to the Participating Group and Administrator shall retain any difference.
3. National Average Drug Acquisition Cost (NADAC) pricing model may be offered to Participating Group on a case-by-case basis.
4. The discounts and the dispensing fees set forth above are effective average rates, as measured annually. In calculating the effective average discounts, PBM may not include Rebates earned.
5. Discounts and dispensing fees will be reconciled on an individual component basis with no offsets. Any excess discount or reimbursement delivered in one component may not be used to offset underperformance in another component under this Agreement. Compound prescription drug Claims, 340B claims, Indian Health Services and/or Tribal claims, Direct Member Reimbursement Claims, Coordination of Benefit Claims, Long Term Care Claims, Home Infusion Claims, vaccines, claims with ancillary charges, third party billed claims, Limited Distribution Drugs, fraudulent claims and claims filled outside the PBM National Network shall be excluded from the guarantee. Additionally, claims in Puerto Rico, Guam, Northern Mariana Islands, Virgin Islands, Hawaii, Massachusetts, Alaska, will be excluded from the guarantees if they exceed more than 3% of claim counts. For pass through pricing models, certain conditions such as in-house or Participating Group-owned pharmacies, and Participating Group requests for additions to a selected network may result in a rate change or differential with respect to the affected pharmacy(ies) that will be passed on to Participating Group, plus a mutually agreed to administrative fee. Notwithstanding anything in this Agreement to the contrary, the financial guarantees set forth above apply only if Participating Group has received PBM's services for a full 12-month period. Furthermore, if this Agreement is terminated prior to the end of a given contract year, then PBM is not required to meet the financial guarantees set forth above.
6. Generic Dispensing Rate ("GDR") guarantee will be offered on a Participating Group-specific basis, a new Participating Group must complete one full year with PBM before receiving a Guarantee. The GDR means that, for any full contract year, the number of prescriptions for Generic Drugs (after all exclusions as detailed in the discount and dispensing fee guarantee exclusions provision of this offer as well as any Specialty Drugs and vaccines filled in any channel) divided by the total number of prescriptions for such contract year after all exclusions as detailed in the discount and dispensing fee guarantee exclusions provision of this offer as well as any specialty drugs and vaccines filled in any channel The GDR guarantee will be measured and reconciled in the aggregate.

[REDACTED]

[REDACTED]

7. Certain conditions such as in-house or Participating Group-owned pharmacies, and Participating Group requests for additions to a selected network may result in a rate change or differential with respect to the affected pharmacy(ies) that will be passed on to Participating Group, plus an administrative fee.
8. For Pass Through Pricing, PBM 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 Participating Group. In addition, PBM may, from time to time, receive reimbursement from pharmacies for its costs in connection with transmitting claims and discounts on its own behalf from wholesalers and manufacturers as a purchaser of pharmaceutical products for its mail service and specialty pharmacies.
9. PBM shall guarantee Medi-Span is the exclusively used AWP source with no exception unless mutually agreed in writing to by the Parties.
10. PBM agrees that ingredient costs charged to Participating Group(s) shall be based upon the lesser of discounted AWP, MAC, or the pharmacy U&C charge and shall operate on an Eligible Member claim level basis.
11. PBM agrees that Eligible Member Cost Sharing shall be based on the Participating Group(s) lesser of the Plan Cost Sharing, discounted AWP plus dispensing fee, the MAC price plus dispensing fee, or the pharmacy usual and customary price.
12. The effective overall generic discount rate is the only generic rate guaranteed for purposes of retail and mail service pharmacy rates.
13. PBM negotiates Rebates based on market share over its aggregate book of business and not on behalf of Participating Group. Rebates shall be based upon net paid brand claims submitted on behalf of Participating Group, allocable to Participating Group. PBM may withhold Rebates until this Agreement is signed.
14. **Premium Rebates:** The Guaranteed Rebate Amount is contingent upon Client's adoption, without deviation, of OptumRx's Formulary, exclusions and utilization management programs. Clients must have a Rebate qualifying benefit design which includes a minimum of \$10 difference in member cost 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).
15. **Select Comprehensive Rebates:** 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 cost 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).
16. **Select Rebates:** The Guaranteed Rebate Amount is contingent upon Client's adoption, without deviation, of OptumRx's Formulary. Clients must have a Rebate qualifying benefit design which includes a minimum of \$10 difference in member cost 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).
17. **Open Rebates:** The Guaranteed Rebate Amount is contingent upon Client's adoption, without deviation, of OptumRx's Formulary. Clients must have a Rebate qualifying benefit design which includes 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).
18. **Rebate Credit:** A credit towards the achievement of the Rebate guarantee amount. The Rebate Credit is applied in the event of a change impacting the level of rebates expected as a result of the availability of clinically comparable lower rebate drugs. The Rebate Credit is calculated as the difference in rebates between the originator brand product and rebates available on the new product (e.g. Biosimilar, an Authorized Brand Alternative Drug, reduction of WAC on a Brand

Drug subject to Rebates, launch of a lower cost Non-Generic Drug alternative). The intent of the Rebate Credit is to make the impact to the Rebate guaranteed amount neutral due to the Participating Group's access of clinically comparable lower Rebate drugs. The Rebate Credit does not apply to Generic Drugs that launch after the Brand Drug no longer has patent protection.

19. Participating Group shall be entitled to receive the greater of: (1) the guaranteed minimum per claim Rebate amount set forth above, or (2) 100% of the Rebates that PBM receives that are attributable to allowable utilization of Members.
20. Calculation of the minimum guaranteed Rebate amount excludes these ineligible Claims from the claim count: biosimilar products; Claims approved by formulary exception; partial fills; Claims with invalid service provider identification or prescription numbers; Claims for plans where, after meeting the deductible, the Member's Cost-Sharing Amount under the applicable Benefit Plan requires the Member to pay more than 50 percent of the Claim when evaluated in aggregate; Vaccines; Claims for devices without a Prescription Drug component or Claims that are not for Prescription Drugs (including insulin or diabetic supplies); Claims for re-packaged NDCs; stale dated Claims over 180 days old; compounds; Claims from 340B which typically receive a discount or Rebate directly from Drug Manufacturers under section 340B of the Public Health Service Act, or Claims from entities eligible for federal supply schedule prices (e.g., Department of Veterans Affairs, U.S. Public Health Service, Department of Defense); long term care facility Claims; Medicaid Managed Care Claims in states where the state law prohibits PBM from collecting Supplemental Rebates; or for utilization pursuant to a consumer card or discount card program where the plan had no cost liability on the Claim are otherwise not eligible for Rebates under the Rebate agreement with the applicable Drug Manufacturer. PBM may withhold Rebates until this Agreement is signed. PBM shall remit any Rebates collected from pharmaceutical manufacturers on the ineligible Claims listed above to the Participating Group.
21. For purposes of both discounts and Rebate guarantees, any manufacturer assistance, including copay cards or patient assistance programs, will not count toward the satisfaction of either of these guarantees.
22. Vaccine claims will get the retail Brand Drug discount off AWP as well as a \$20 vaccine administration fee (lower of AWP and U&C logic will be used).
23. Compound drugs shall be adjudicated using the standards in the most recent version of NCPDP guidelines which includes individual multi-ingredient pricing, the lower of U&C, MAC, or AWP minus and a dispensing fee of \$10. Multi-ingredient compounds filled through NCCP approved providers may also be charged a level of effort (LOE) compounding fee based on the claim's LOE code.
24. POS Discounts: Participating Group elects to implement a point of sale discount strategy as part of its Benefit Plan design. During the deductible or coinsurance phase of the Participating Group's Benefit Plan design, for each paid Claim for a Brand Drug eligible for a Rebate under this Agreement, on behalf of Participating Group, PBM will apply a discount at the point of sale (retail, home delivery and specialty) to reduce the price of the Prescription Drug charged to the Member ("POS Discount"). Such POS Discounts will be applied at the NDC 11 drug level and Rebates are estimated based on Drug Manufacturer agreements, market intelligence, assumptions regarding future Rebate yields, and the POS Discount rate set forth above. PBM shall invoice Participating Group an administrative fee when they use POS Discounts with invoices for Prescription Claims.
25. If Participating Group makes any changes to the selected formulary that are not initiated by PBM, changes the Benefit Plan, or adopts any formulary utilization management program other than what is offered by PBM under its formulary or utilization management programs, PBM may adjust the Rebate guarantees in this pricing summary, effective the date of the change. If

customization is approved by the P&T Committee, custom formulary fees will also apply. Fees associated for a custom formulary may be found in the Clinical Documentation Form. The custom formulary fees are utilized to support the impact to standard operating procedures efficiencies, and, non-standard: coding, maintenance, interdepartmental workflows, reporting, QA, P&T Committee non-standard review, etc.

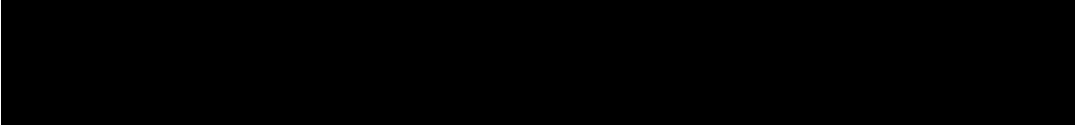
26. Rebate guarantees or Brand rate discounts under Point-of-Sale model may be adjusted in proportion to the impact of unexpected releases of Generic Drugs to market or the withdrawal or recall of existing Brand Drugs after reviewing with Client.
27. Rebate guarantees, where applicable, are reconciled in the aggregate, across all channels (Retail Pharmacy, Mail Order Pharmacy and Specialty Pharmacy), and not across Participating Groups.
28. Discount and Dispensing Fees are reconciled at the component level.
29. Effective date of any changes to Rebate arrangements shall be at the beginning of a calendar quarter following the Effective Date of the Agreement.
30. PBM reserves the right to modify or amend the financial provisions of this Agreement upon prior notice to Client in the event of (a) any government imposed change in federal, state or local Laws or interpretation thereof or industry wide change that would make PBM's performance of its duties hereunder materially more burdensome or expensive, including changes made to the AWP benchmark or methodology; (b) a change in the scope of services to be performed under this Agreement upon which the financial provisions included in this Agreement are based, including a change in the plan design or a utilization management program and the exclusion of a service line (i.e.. retail, Mail Order/Home Delivery, specialty) from Client's service selection; (c) if there is a change in market conditions or utilization (including deviation in utilization from industry trends) or there is a reduction of greater than twenty percent (20%) in the total number of Members from the number provided to OptumRx during pricing negotiations upon which the financial provisions included in this Agreement are based; (d) unexpected movement of a branded product to off-patent or where there are generic or over-the-counter substitutes available or the withdrawal or recall of existing Brand Drugs; (e) implementation or addition of one hundred percent (100%) Member paid plans; (f) any Client-initiated change in Client's formulary, including utilization management, or adoption of any formulary not offered by PBM which may impact Rebates from Covered Manufacturers; or (g) PBM is no longer the exclusive Specialty Pharmacy provider. If PBM changes the Compensation herein, PBM will provide Client with notice as pursuant to Section 3 of this Agreement.
31. **Retail 90:** Retail 90 pricing is for retail claims with greater than 83 days' supply.
32. **Walgreens90 Saver:** For the Walgreens90 Saver Network, Members may only obtain retail 90 Prescriptions Drugs at a Walgreens pharmacy or PBM's Home Delivery Pharmacy, with the exception that up to 2 (two) retail 30 Prescription Drug Claims ("Grace Fills") may be filled at any Network Pharmacy. Members shall be incentivized to use the Walgreens90 Saver Network through copayment design, with the exception of Grace Fills. Members shall pay 50 percent of the cost of any retail maintenance Prescription Drug Claims filled outside of a Walgreens Pharmacy or PBM's Home Delivery Pharmacy, with the exception of Grace Fills. All pricing guarantees for Walgreens 90 Saver are contingent upon PBM's Home Delivery Pharmacy acting as the exclusive mail provider. Maintenance status of a Claim is defined by the Pricing Source maintenance indicator.
33. **Walgreens90 Saver Plus:** For the Walgreens 90 Plus Network, Members may only obtain retail 90 Prescription Drugs at a Walgreens Pharmacy or PBM Home Delivery Pharmacy, with the exception that up to 2 (two) retail 30 Prescription Drug Claims ("Grace Fills") may be filled at any Network Pharmacy. Members shall be incentivized to use the Walgreens 90 Saver plus Network through copay design, with the exception of Grace Fills. Members shall pay 100 percent of the cost of any retail maintenance Prescription Drug Claims filled outside of a

Walgreens or PBM's Home Delivery Pharmacy, with the exception of Grace Fills. All pricing guarantees for Walgreens90 Saver Plus are contingent upon PBM's Home Delivery Pharmacy acting as the exclusive mail service provider. Maintenance status of a Claim is defined by the Pricing Source maintenance indicator.

34. **CVS90 Saver:** For the CVS 90 Saver Network, Members may only obtain retail 90 Prescription Drugs at a CVS pharmacy or PBM's Home Delivery Pharmacy, with the exception that up to 2 (two) retail 30 Prescription Drug Claims ("Grace Fills") may be filled at any retail Network Pharmacy. Members shall be incentivized to use the CVS 90 Saver Network through copayment design, with the exception of Grace Fills. Members shall pay 50 percent of the cost of any retail 90 Prescription Drug Claims filled outside of a CVS Pharmacy or PBM's Home Delivery Pharmacy, with the exception of Grace Fills. All pricing guarantees for CVS90 Saver are contingent upon PBM's Home Delivery Pharmacy acting as the exclusive mail service provider. Maintenance status of a Claim is defined by the Pricing Source maintenance indicator. PBM provides pharmacies participating in the CVS 90 Saver Network with certain marketing and administrative services in exchange for a fee which is retained by PBM.
35. **CVS90 Saver Plus:** For the CVS 90 Saver Plus Network, Members may only obtain retail 90 Prescription Drugs at a CVS pharmacy or PBM's Home Delivery Pharmacy, with the exception that up to 2 (two) retail 30 Prescription Drug Claims ("Grace Fills") may be filled at any Network Pharmacy. Members are incentivized to use the CVS 90 Saver plus Network through copayment design, with the exception of Grace Fills. Members shall pay 100 percent of the cost of any retail 90 Prescription Drug Claim filled outside of a CVS pharmacy or PBM Home Delivery Pharmacy, with the exception of Grace Fills. All pricing guarantees for CVS90 Saver Plus are contingent upon PBM's Home Delivery Pharmacy acting as the exclusive mail service provider. Maintenance status of a Claim is defined by the Pricing Source maintenance indicator. PBM provides pharmacies participating in the CVS 90 Saver Plus Network with certain marketing and administrative services in exchange for a fee which is retained by PBM.
36. **Specialty Pharmacy:** Pricing proposal assumes an exclusive specialty arrangement with OptumRx's Specialty Pharmacy for Participating Group(s) using PBM. If a Participating Group requires other specialty pharmacy arrangements, the parties will discuss separate contractual terms and conditions on a case-by-case basis. Under an exclusive arrangement, grace fills at retail will not be allowed. New drugs are added as soon as they hit Medi-Span which is usually on the day or within a few days of product launch. Pricing is available around the same timeline. Newly FDA- approved products will be billed and reimbursed at the Default Rate of AWP – 14%.
37. **For Exclusive Specialty:** Optum Specialty Pharmacy shall be the exclusive specialty providers under this Agreement and Members will receive Specialty Drug Covered Prescription Services only from Optum Specialty Pharmacy and not any other retail, Home Delivery, or specialty pharmacy. Notwithstanding the foregoing, Limited Distribution Drugs not dispensed by Optum Specialty Pharmacy may be obtained from other Network Pharmacies. Under an exclusive arrangement, grace fills at retail will not be allowed. The Specialty Drug List will be provided to Client upon request and may be updated from time to time.
38. **For Open Specialty:** 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 Optum Specialty Pharmacy. Specialty dispensing fees and Specialty Drug pricing shall apply for any Specialty Drugs filled at retail and Home Delivery.
39. Specialty guarantees cover both Claims filled at PBM Specialty Pharmacies and retail pharmacies.
40. HIV, PCSK9 and transplant drugs are not defined as Specialty Drugs and will be subject to the non-Specialty Drug discount, dispensing fee, and rebate guarantee reconciliations based on the applicable channel dispensed.

41. **Charge Back:** PBM will pay the following charge back amounts to each Participating Group based upon Client overall membership as set forth below. Subject to the Participating Group’s adherence with payment obligations to PBM, the first payment will be made to the Participating Group 30 days following the first contract quarter. Thereafter, PBM will pay Participating Group monthly in arrears.



42. 

43. **CCOG Participating Groups Administrative Fees.** CCOG acknowledges that it acts as a public sector contract holder for Equalis Group (and negotiated discounted purchasing arrangements for Participating Groups, through a public sector procurement process and within the scope of the provisions of 42 USC §1320a 7b(b)(3)(C). Each Participating Group that becomes a Participating Group through Equalis Group is considered an “EQ Participating Group”. CCOG confirms that Equalis Group has a written contract with each EQ Participating Group that meets the requirements of 42 USC §1320a 7b(b)(3)(C). Each EQ Participating Group will be so identified in the applicable Participation Agreement. Each EQ Participating Group acknowledges that CCOG or its designee may receive fees from PBM as a provider of services to EQ Participating Groups. PBM shall collect from EQ Participating Groups and remit to CCOG’s administrative representative, an administrative fee (the “Equalis Administrative Fee”) calculated on per employee per month (“PEPM”) basis as detailed in the table below in monthly installments. The Equalis Administrative Fee shall be paid within forty five (45) days of the end of each month; provided, however, CCOG acknowledges that PBM has no obligation to pay the Equalis Administrative Fee unless and until the EQ Participating Group pays such amount to PBM. The Parties acknowledge that this Equalis Administrative Fee is paid to CCOG’s administrative representative in accordance with the provisions of 42 USC §1320a 7b(b)(3)(C). This Administrative Fee may be adjusted, whether on a case by case or aggregate basis, by CCOG at any time by an amendment to this Agreement, with PBM’s written consent

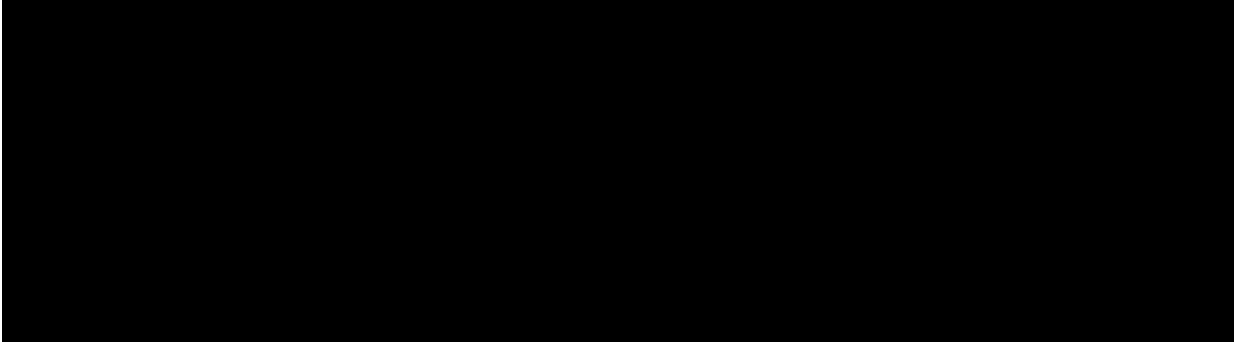


EXHIBIT D

DEFINITIONS

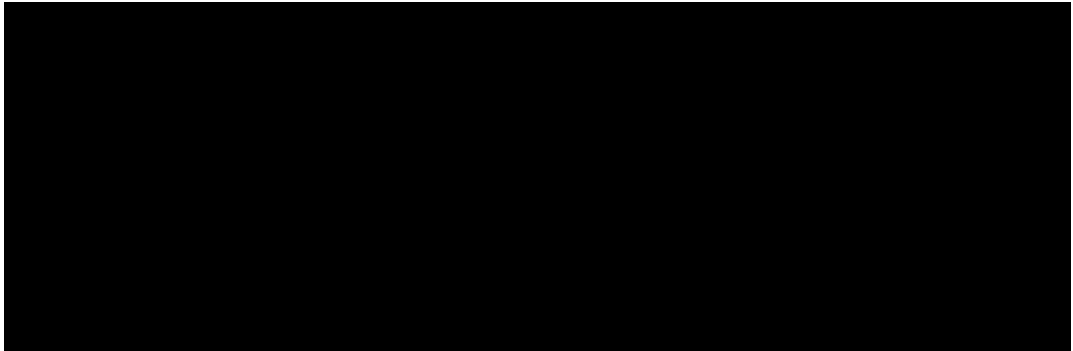
In addition to the capitalized terms defined elsewhere in this Agreement, the following terms shall have the following meanings:

1. “Affiliate” means, with respect to PBM, any other entity directly or indirectly controlling, controlled by, or under common control with PBM. The term “control” as used in this provision means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities, contract, or otherwise. The term “Affiliate” shall also mean, with respect to PBM, any other entity in which PBM or an Affiliate has an ownership interest, without regard to control.
2. “Authorized Brand Alternative Drug” means a drug with a unique NDC that is the bioequivalent of a Brand Drug that is under patent and which is manufactured by the patent holder or affiliate or a third party under a license, whether or not identified as a Brand Drug or Generic Drug by the manufacturer or Medi-Span.
3. “Effective Date” means the date when claims will first be processed under this Agreement.
4. “Average Wholesale Price” or “AWP” means Medi-Span's published unit price for the full 11-digit NDC of the package size used to fill the quantity dispensed and applied to the actual quantity dispensed for all adjudicated claims. It is based exclusively upon Medi-Span (also referred to herein as the “Pricing Source”) on the exact fill date with no exceptions of any kind unless mutually agreed in writing in advance.
5. “Benefit Plan” or “Plan” means the Cost Sharing, Clinical Services and Covered Members determination established in the Plan Design Document as determined, adopted and may be amended from time to time by the Plan Sponsor governed by ERISA or other legal authority.
6. “Brand” or “Brand Drug(s)” means those pharmaceuticals designated by Pricing Source as having a multi-source indicator of “M”, “N” or “O”, and will be the only Pricing Source drug classification indicators included in the retail Brand Drug rate and Mail Service brand drug rate. Any claim categorized as a Brand for the purposes of the adjudication of plan design will be categorized as a Brand for the purposes of reconciling the financial guarantees in this Agreement.
7. “Biosimilar” means a biological product that is highly similar to a biological product already approved by the FDA (i.e. Reference Product) and is licensed and approved by the FDA as a Biosimilar notwithstanding minor differences in clinically inactive component but otherwise no meaningful differences between the biologic product and the reference products in terms of safety, purity and potency of the product. These are reconciled under the Specialty Guarantee.
8. “Claims” – See “Processed Claims”
9. “Claims Processing Services” mean eligibility determination and verification efforts prior to processing claims for prescriptions dispensed for Eligible Members in accordance with the terms of the Plan Design Document within the standards adopted under the Health Insurance Portability and Accountability Act of 1996 Regulations for Electronic Transactions.
10. “Clinical Services” means Drug Recall reporting, Concurrent Drug Utilization Review, Prior Authorization, Fraud Waste and Abuse formulary management, clinical communications programs and other Member support efforts.
11. “Confidential Information, Disclosing Party and Receiving Party” are defined in Section 4.

12. **“Copayment or Coinsurance or Deductible”** (collectively **“Cost-Sharing”**) mean the fees, other than premiums, which an Eligible Member is required to pay for certain Covered Prescription Drug Services provided under the Eligible member’s Benefit Plan. Cost-Sharing may be either a specified dollar amount or a percentage of eligible expenses based on the lesser of plan sponsor discounted AWP, MAC or the pharmacy usual and customary price. An Eligible Member is responsible for the payment of any Cost- Sharing directly to a Participating Pharmacy, Mail Service Pharmacy, or Specialty Pharmacy at the time the prescription is dispensed.
13. **“Covered Manufacturer”** means entities engaging in the production, preparation, propagation, compounding, or conversion of a covered drug, device, biologic or medical supply. Inclusive of distributors or wholesalers that hold title to a covered drug, device, biological, or medical supply and/or entities who provide assistance to such an entity with respect to production, preparation, propagation, compounding, sale or distribution of a covered drug, device, biological, or medical supply.
14. **“Covered Prescription Drug Services”** means those outpatient prescription drugs and pharmacy products, services and supplies as described in a current Plan Design Document.
15. **“Dispensing Fee(s)”** means the monetary amount acknowledged by agreement between Client and PBM as the standard fee charged to Client for the filling of a single prescription. Dispensing fee refers to the amount paid to the participating pharmacy for filling a prescription.
16. **“Drug Utilization Review or “DUR”** means a program intended to assist a pharmacist to identify possible drug interactions and other issues that may indicate that a drug has been prescribed inappropriately.
17. **“Eligible Members” or “Members”** means those individuals who are entitled to Covered Prescription Services through Participating Groups.
18. **“Equalis Group”** means the group purchasing organization through which The Cooperative Council of Governments makes its publicly procured contracts available.
19. **“Formulary” or “Preferred Drug List”** (collectively known as **“Formulary”**) means the list of prescription drugs and medications and supplies to be dispensed through Participating Pharmacies, the Mail Service Pharmacy or the Specialty Pharmacy to Eligible Members.
20. **“Generic” or “Generic Drug”** means all generic drugs as set forth in Medi-Span’s Drug Database with a Generic Indicator equal to “Y”. This will be based on the actual quantity dispensed on the exact fill date. Any claim categorized as a Generic for the purposes of the adjudication of plan design will be categorized as a Generic for the purposes of reconciling the financial guarantees in this Agreement.
21. **“Government Plan”** includes fee-for-service Medicaid, Original Medicare, or any other state or federal health care program that is eligible to receive rebates, discounts, or other forms of price reduction directly or indirectly from Covered Manufacturers. Government Plan does NOT include a Medicare or Medicaid risk program (e.g., Medicare Advantage; a state’s Medicaid managed care program).
22. **“Ingredient Cost Submitted”** shall be defined as the total amount charged to the plan sponsor and Member based upon discounted AWP, MAC or the pharmacy usual and customary price on the exact date of sale.
23. **“Limited Distribution Drug”** means a Covered Drug that is (i) used to treat conditions affecting only a small number of patients with special requirements; (ii) distributed by a limited number of specialty pharmacy providers as determined by exclusive or preferred vendor arrangements with the Covered Manufacturer; and (iii) may require specific clinical expertise by the dispensing pharmacy or require the discussion and completion of Risk Evaluation Mitigation Strategy (REMS) documents by both the patient and dispensing pharmacy. These are excluded from the overall Specialty guarantee. .

24. **“Manufacturer Administrative Fee”** means any fee or other amount paid to PBM by a Covered Manufacturer for participation in PBM’s formulary rebate program, which may be separately classified or calculated apart from Rebates.
25. **“Maximum Allowable Cost” or “MAC”** means the unit price that has been established by PBM for a multi-source drug included on its MAC drug list developed for PBM clients which may be amended from time to time by PBM in its sole discretion. At any time, Client may make recommendations to PBM regarding MAC List composition and the Maximum Allowable Cost for particular generic drugs. PBM shall provide the MAC drug list on a monthly basis to Client and Client designated consultants and/or data aggregators.
26. **“Member File”** means an electronic data file of Eligible Members and Eligible Members who have been terminated that is provided by the Participating Group to the PBM in a mutually acceptable format.
27. **“Net Paid Claim”** means all paid Claims minus reversals for a single prescription.
28. **“Participating Group”** means an active dues paying member of Client that elects services under this Agreement and who executes the Participation Agreement.
29. **“Participating Pharmacy”** means a retail pharmacy that has entered into an agreement with PBM under which the pharmacy has agreed to provide Covered Prescription Drug Services to Eligible Members and to comply with applicable regulatory requirements.
30. **“Pharmacy & Therapeutics Committee” or “P&T”** means the committee formed by Client that reviews FDA approved drugs for inclusion on the Client Formulary and creates criteria, policies and procedure for such inclusion including, but not limited to, clinically-appropriate quantity restrictions, step therapies and prior authorizations.
31. **“Plan Design Document”** means a document whose terms govern the prescription drug benefits available to Eligible Members under their benefit plan. At no time will PBM have the right to determine Client’s benefit plan designs. PBM will be responsible for the format of the Plan Design Document and Client will be responsible for the plan design.
32. **“Premium Value Formulary”** means a more restrictive formulary than the Premium formulary that focuses on lowest net cost, using evidence-based outcomes and de-emphasizing Rebates. PBM will provide a Participating Group specific proposal for the Premium Value Formulary upon request and Participating Group shall be subject to additional contract terms would apply.
33. **“Processed Claims, Claims, or Claim Forms”** (collectively **“Claims”**) means electronic or paper pharmacy claims that are (i) transmitted to PBM or Client by Participating Pharmacies or Eligible Members as a result of Covered Prescription Drug Services being supplied to Eligible Members by Participating Pharmacies, and (ii) processed by PBM or Client with the result being that the claims are either paid, denied, rejected or reversed.
34. **“Rebates”** mean retrospective discounts or other payments based upon the utilization by Participating Group’s Members of a Brand Drug pursuant to a valid prescription and exclusive of services fees, and purchase discounts. PBM will pass through to Client 100% of Rebates, including market share rebates, formulary placement rebates, and inflation price protection earned by PBM. PBM warrants that it will not intentionally use an Affiliate to reduce the Rebates available to a Participating Group.
35. **“Rural Pharmacy or Remote Area Pharmacy”** means a retail pharmacy that does not have another pharmacy within ten (10) miles.
36. **“Services”** shall mean any combination of support, including but not limited to claim processing, eligibility management, eligibility-verification, on-line electronic claims processing data retention, pharmacy network administration, pharmacy help desk, Covered Manufacturer rebate management, Participating Group service, Participating Group Member call center support and online capabilities, mail order and specialty pharmacy.

37. **“Single source generics”** or **“Non-MAC generics”** are generic drugs that have either recently come off patent and do not generate discounts traditionally delivered by generic drugs or have an exclusive Covered Manufacturer. Single source generics will be included in the overall generic drug guarantee.
38. **“Specialty Drugs”** means the list of medications attached hereto plus new market entry drugs exceeding \$600 for a 30-day supply that (i) treat unique populations, (ii) require close therapy management and monitoring, (iii) require special handling and/or storage, (iv) are produced through biotechnologies, (v) are expensive and may involve complex reimbursement processes, or (vi) are generally administered as injections or infusions.
39. **“Specialty Pharmacy”** means a facility that is duly licensed to operate as a pharmacy at its location and to dispense Specialty Drugs to individuals, including Members. Specialty Pharmacy includes pharmacies that Administrator owns or operates.
40. **“Trade Secret Information”** means valuable commercial information that provides PBM with an advantage over its competitors who do not have such information that PBM clearly identifies as such through appropriate notice on documents and correspondence.
41. **“Tiers”** means the pricing tiers. No later than October 1 of each calendar year, PBM will determine and provide to HAC each Participating Group’s monthly average Plan Participant count from January through August of that calendar year. PBM will notify each Participating Group and HAC, of any Tier adjustments on or before November 1 of each calendar year and new Tier placement, when applicable, will be effective the first day of the subsequent calendar year. For Participating Groups new to the HAC and PBM, enrollment will be determined using available Participating Group data prior to implementation. Should the actual enrollment for the first three (3) months for such new Participating Groups materially differ from the implementation assumptions, PBM will have the right, upon notice to Participating Group and HAC, to re-assign the Tier and make equitable adjustments to reflect the new Tier’s rates.



42. **“Zero Balance Claim”** Is a claim where the consumer out of pocket liability (calculated under lesser of logic rules) covers the full cost of the prescription, and the plan sponsor has no financial liability. Zero Balance Claim are included in the discount guarantees prior to the application of member copayment.

EXHIBIT E

PERFORMANCE GUARANTEES

[REDACTED]

Implementation guarantee penalties will be paid within 90 days after the later of the first day of the Guarantee Period or the date the agreement is signed by PBM and Participating Group. If the implementation time period is less than 90 days and greater than 60 days, implementation guarantees shall be prorated by the number of days available for implementation. If the implementation time period is less than 60 days, implementation guarantees will not apply.

[REDACTED]

Participating Groups can reallocate performance guarantee dollars each year, but allocations must be made no later than 30 days prior to the anniversary of the Effective Date of the Agreement.

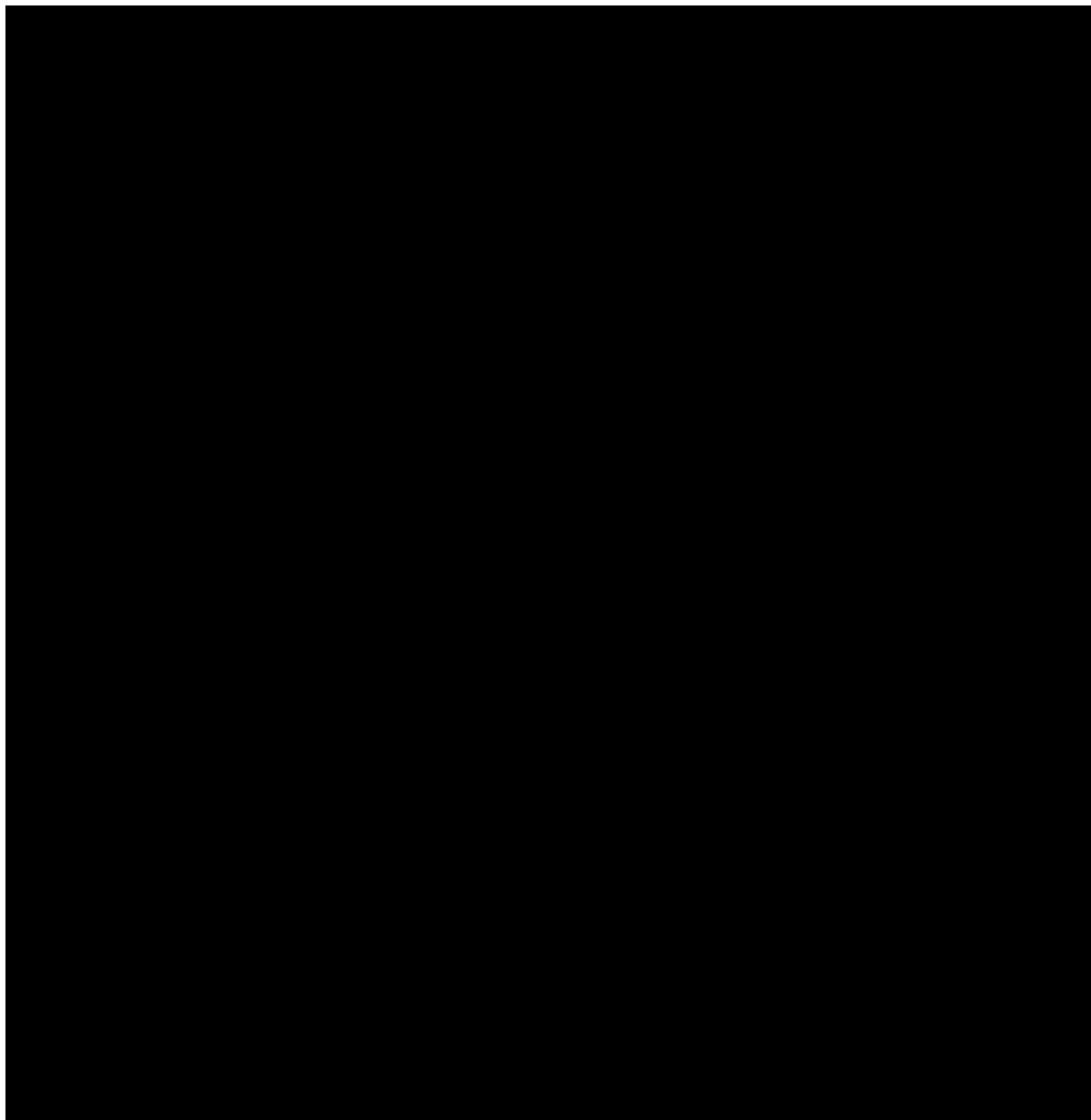
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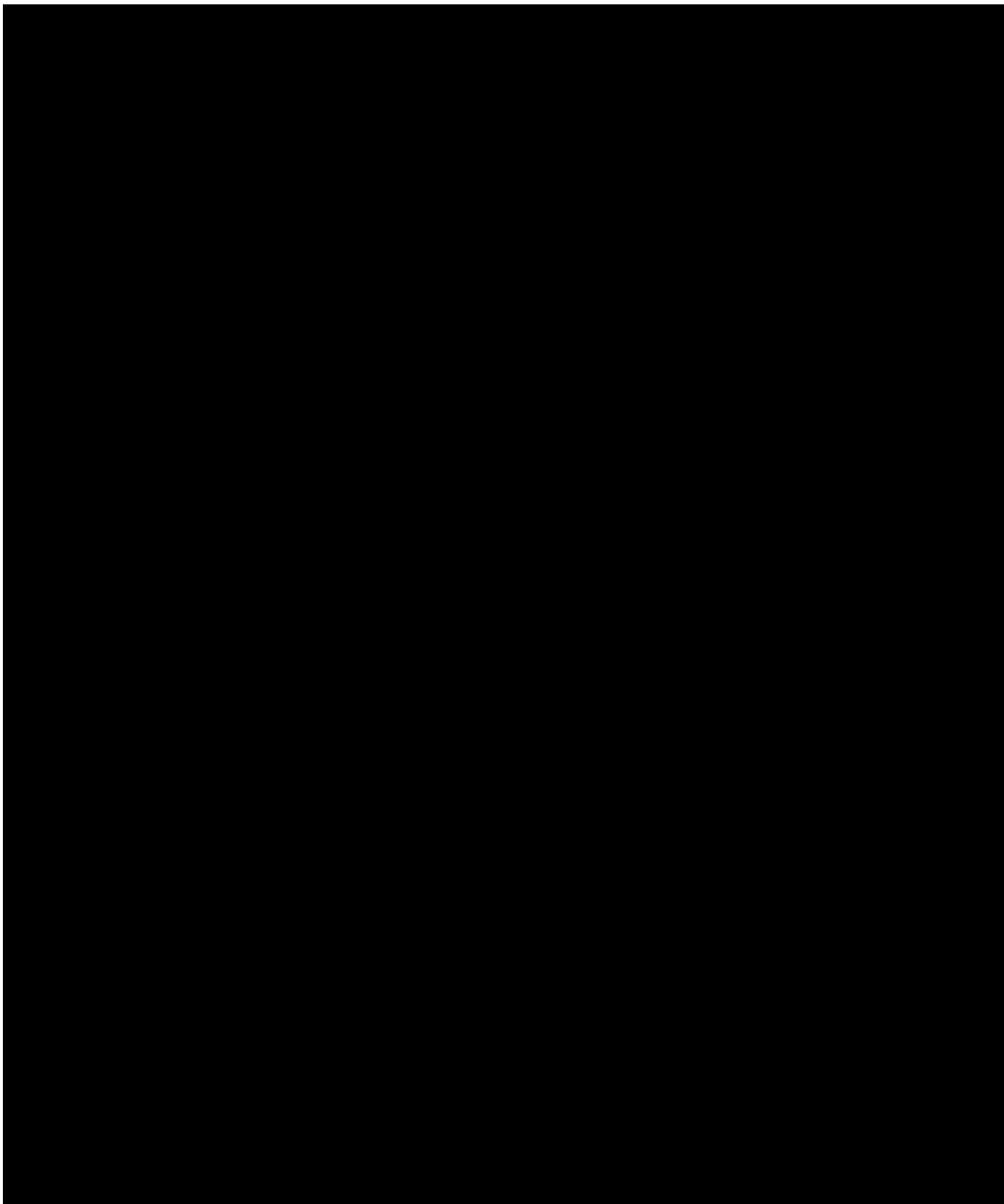
Unless otherwise specified by Participating Group, a standard performance guarantee shall apply to pharmacy benefits for the period beginning on the Effective Date of the Agreement (“Guarantee Period”). With respect to the aspects of our performance addressed in this exhibit, these penalty amounts are the exclusive remedies under this agreement. Penalties will be assessed annually based upon both aggregate annual and individual results as appropriate. Guarantees will be monitored internally and reported quarterly.

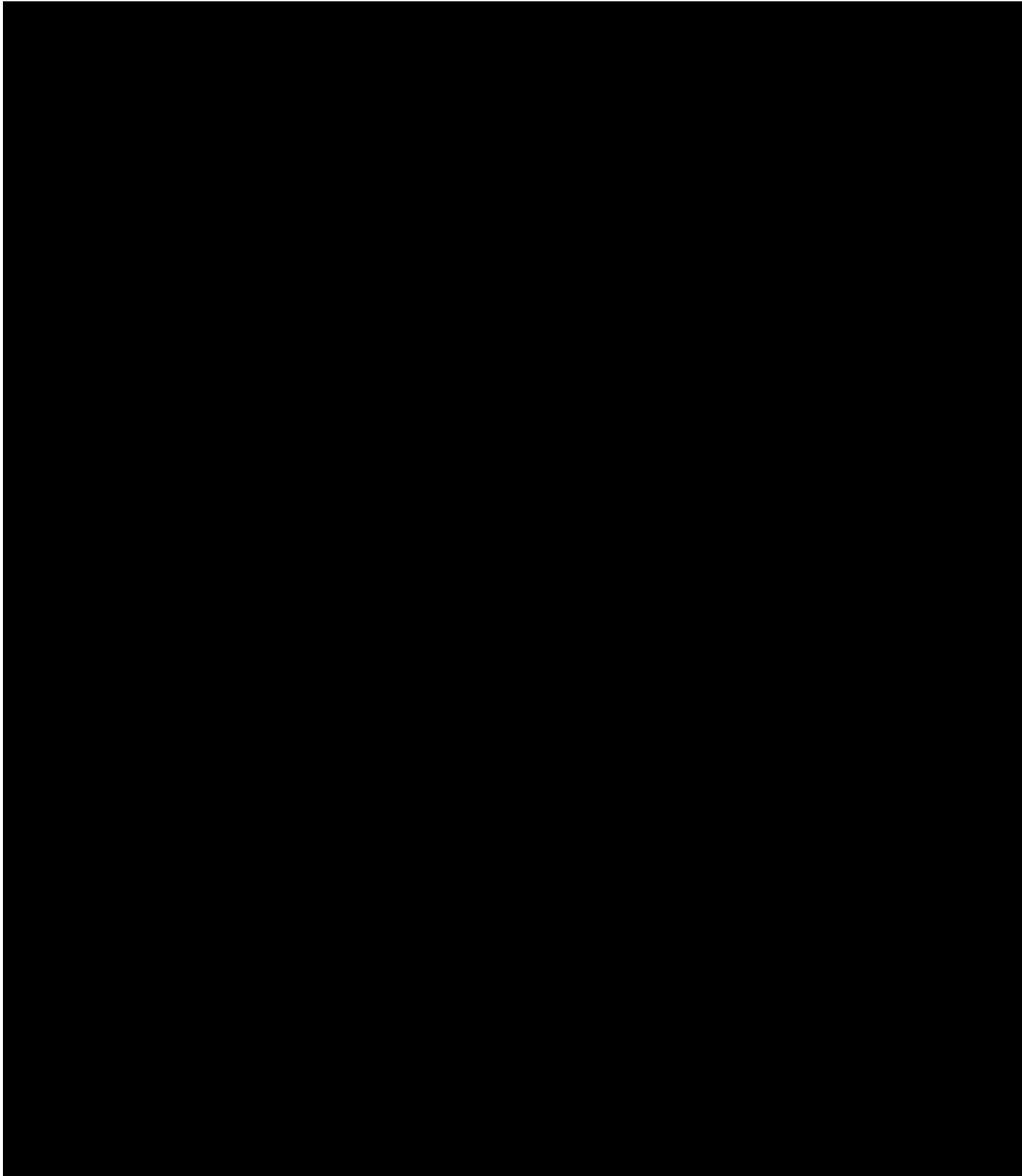
These guarantees will become effective upon the later of (1) the first day of the Guarantee Period; or (2) the first day of next calendar quarter after the agreement is signed by both PBM and Participating Group. Data will be collected however not reported and paid until the agreement is signed. Ongoing performance guarantees will be paid within 90 days after the last day of the contract year. Partial year guarantees will be prorated.

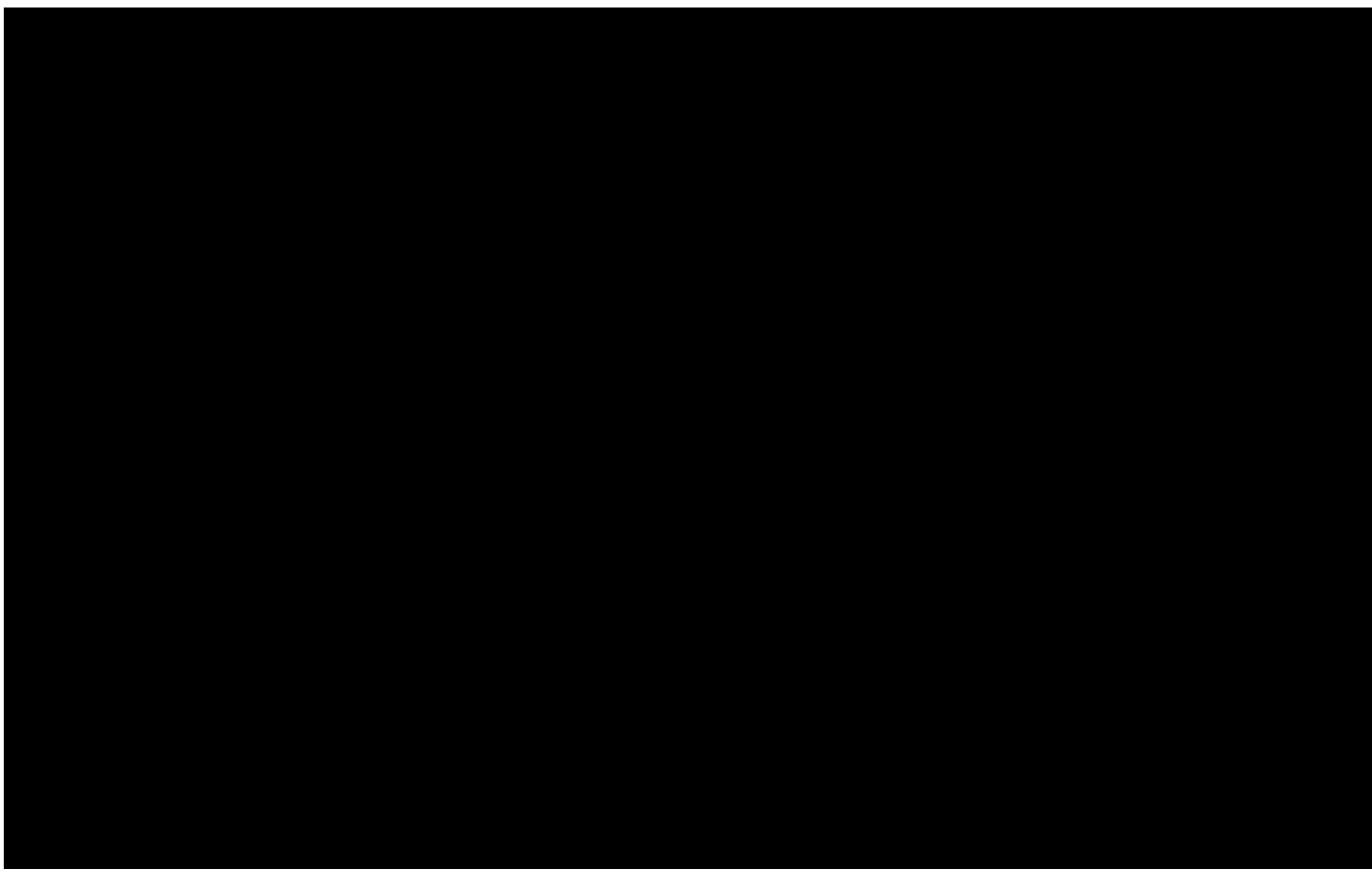
PBM reserves the right from time to time to replace or change the format of any report referenced in these guarantees. PBM shall not be required to meet any of the guarantees provided for in this agreement to the extent PBM’s failure is due to the action or inaction of a Participating Group, third party, change in law or due to any other cause beyond PBM’s reasonable control, including any act of God, fire, casualty, flood, earthquake, war, strike, lockout, epidemic, destruction of production facilities, riot or insurrection.

[REDACTED]









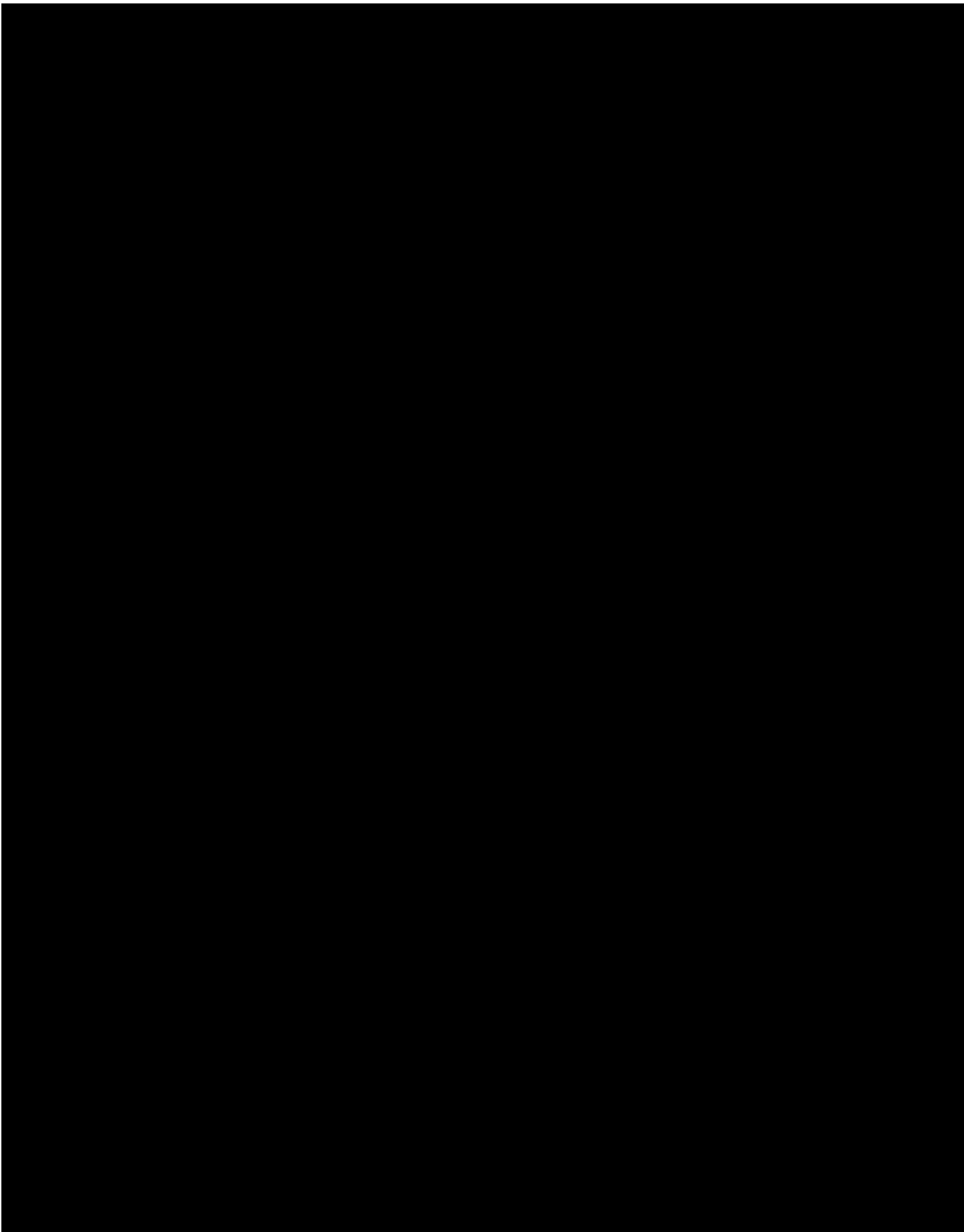


EXHIBIT F

SAMPLE PARTICIPATION AGREEMENT

Client Name: [Insert Client Name]

Effective Date: [Insert Client Implementation Date]

THIS PARTICIPATION AGREEMENT is effective as of the Effective Date above and is by and between OptumRx, Inc., with its principal place of business at 1600 McConnor Parkway, Schaumburg, Illinois 60173 (“PBM”), a California corporation and [Insert Participating Group name], a [Insert State of Domicile and Type of Company] with its principal place of business at [Insert Participating Group Address] (“**Participating Group**”).

WHEREAS, pursuant to the Coalition Master Services Agreement (the “Agreement”) dated as of January 1, 2019 between PBM and Health Action Council (“Coalition”), the parties desire for prescription drug benefit services to be provided to Participating Group under this separate Participation Agreement to be executed between PBM and Participating Group; and

WHEREAS, PBM provides prescription drug benefit services (the “Services”) as described in the Agreement; and

WHEREAS, Participating Group desires to retain the Services of PBM as described in the Agreement; and

WHEREAS, PBM and Participating Group acknowledge that this arrangement is part of the Health Action Council as provided in the Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties hereto agree as follows:

1. Services.

(a) Pursuant to the Agreement, PBM will provide the Services to clients who are affiliated with Coalition and that have elected to participate under the Agreement. Pursuant to this Participation Agreement, PBM will provide the Services directly to Participating Group’s Members. Participating Group agrees to be bound by all of the terms of the Coalition Agreement and the Coalition Agreement is hereby incorporated by reference and made a part of this Participation Agreement.

2. Participating Group Information.

(a) Participating Group will promptly furnish, in a format acceptable to PBM, all information necessary for PBM to render the Services set forth herein. Such information shall include, but not be limited to:

(i) a Plan Design Document for each plan to be administered by PBM in sufficient detail to permit PBM to perform its duties and obligations under this Participation Agreement. Any changes to the Plan Design Document will be submitted by Participating Group to PBM through a revised Plan Design Document no less than thirty (30) days prior to the intended implementation by Participating Group to permit timely implementation and minimal disruption of claims processing for those Members. PBM shall implement Plan Design Document changes and/or updates within five (5) business days of receiving complete documentation when system coding changes are not required.

(ii) Participating Group will provide PBM a complete file (each an “Eligibility File”) on electronic media acceptable to PBM of all Members under a specific Plan Design Document to be serviced by PBM hereunder. Participating Group will promptly furnish PBM on electronic media acceptable by PBM, files of all Members whose enrollment has been terminated and an Eligibility File containing each new Member and PBM shall implement each file within two (2) business days of receiving complete and accurate documentation from Participating Group. PBM shall not be liable for any prescriptions filled or processed for any ineligible persons due to incorrect or untimely eligibility data provided to PBM.

3. Billing and Payment.

(a) Administrative Payments to PBM. PBM shall invoice Participating Group for services on the schedule set forth on **Exhibit F-1** (Fees) attached hereto. Participating Group will pay all valid invoices for such services within thirty (30) days after the date of the invoice. Invoices remaining unpaid over forty-five (45) days following the date of the invoice by Participating Group will be charged a late fee of the lesser of one and one-half percent (1½%) or the highest rate allowed by law, for each thirty (30) days that payment is late.

(b) Network Claims Funding. All payments by Participating Group to PBM for the PBM National Network for Covered Drugs (“Network Claims Funding”) shall be made via electronic fund transfer or Automated Clearing House (together “Electronic Payment”) debit within five (5) days after Participating Group receives notification of the amount due from PBM. Late payment shall bear a fee of the lesser of one and one-half percent (1½%) or the highest rate allowed by law, for each thirty (30) days that payment is late. PBM shall retain cash management responsibilities over the Network Claims Funding to help ensure prompt payment to Participating Pharmacies.

(c) Non-Payment. If Participating Group fails to meet the payment obligations of Section 3(b) within the time specified, Participating Group shall be deemed in breach of the Participation Agreement. Notwithstanding Section 3(a) of this Participation Agreement, or any other provision contained in this Participation Agreement and/or the Agreement, if Participating Group fails to cure such breach within three (3) business days, PBM, in its sole discretion, shall have the non-exclusive and cumulative options to: (a) suspend processing of claims; (b) require Participating Group to pre-fund a pharmacy spend account in the amount of two (2) times the average monthly prescription drug spend of Participating Group; or (c) utilize available deposited or escrowed funds as set forth in Section 3(d) below.

4. Term and Termination.

(a) Term. This Participation Agreement will become effective on the Effective Date and continue for three (3) years (the “Initial Term”). Thereafter, this Participation Agreement shall automatically continue in effect for additional one (1) year terms (each a “Renewal Term”), provided that either party may terminate this Participation Agreement effective as of the last day of the Initial Term or any Renewal Term by providing written notice of non-renewal to the other party at least ninety (90) days prior to the end of such Initial Term or Renewal Term. Notwithstanding any provision in this Participation Agreement or the Agreement to the contrary, in no event may Participating Group terminate this Participation Agreement without cause prior to the expiration of the Initial Term.

(b) Termination. This Participation Agreement may be terminated as specified in Section 4 of the Agreement and subject to the effect of termination provisions in Section 4(g) and 4(h) of the Agreement.

5. General.

(a) Benefit Plan Administration. PBM shall provide support in pharmacy benefit plan development, set-up and administration to assist Participating Group. PBM will maintain pharmacy benefit plan administration

protocols as requested by Participating Group via plan implementation documents provided by Participating Group to PBM. Participating Group and PBM shall mutually agree on the format of the implementation documents; however, Participating Group will have the ultimate responsibility for approving all pharmacy benefit plan design and protocols. Additionally, Participating Group acknowledges that nothing in this Participation Agreement or the Agreement shall be deemed to confer upon PBM the status of fiduciary as defined in the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), or any responsibility for the terms or validity of the pharmacy benefit plans.

(b) HIPAA Compliance. PBM and Participating Group agree to the terms of the Business Associate Exhibit attached to this Participation Agreement as **Exhibit F-2**. The parties’ obligations under this section will survive termination of this Participation Agreement and/or the Agreement.

(c) Compliance with Laws. PBM and Participating Group shall take all actions necessary and appropriate to assure that each party is compliant with the applicable federal, state and local laws and regulations, including, without limitation, the Anti-Kickback Statute, the Public Contracts Anti-Kickback Act, the Stark Law and the laws and regulations relating to disclosure or notification of plan benefits or the terms of rebate administration under this Participation Agreement.

(d) Notices. Unless otherwise specifically provided herein, all notices, consents, requests, demands and other communications required or permitted hereunder (a) shall be in writing; (b) shall be sent by messenger, certified or registered U.S. mail, a recognized national overnight delivery service for next business day delivery, or e-mail (with a copy sent by one of the foregoing means), charges prepaid as applicable, to the appropriate address or number set forth below; and (c) shall be deemed to have been given on the date of receipt by the addressee (or, if the date of receipt is not a business day, on the first business day after the date of receipt), as evidenced by (i) a receipt executed by the addressee (or a responsible person on the addressee’s behalf), the records of the person delivering such communication or a notice to the effect that such addressee refused to claim or accept such communication, if sent by messenger, U.S. mail or recognized national overnight delivery service, or (ii) a receipt, or other evidence of transmittal, generated by the sender’s e-mail software showing that such communication was sent to the appropriate number or e-mail address on a specified date, if sent by e-mail.

All such communications shall be sent to the following addresses or numbers, or to such other addresses or numbers as any party may inform the others by giving five (5) business days’ prior notice:

If to PBM: OptumRx, Inc.
1600 McConnor Parkway
Schaumburg, IL 60173
Attention: Legal Department
E-mail: legal@catamaranrx.com

If to Participating Group: [Participating Group Name]
[Street Address]
[City, State Zip]
Attention: _____
E-mail: _____

(e) Except as specifically modified by this Participation Agreement, all of the terms and conditions of the Agreement will remain in effect. Capitalized terms used herein and not defined shall have the meanings set forth in the Agreement.

Accepted By:
[INSERT CLIENT NAME]

Accepted By:
OptumRx, Inc.

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Date

Date

EXHIBIT G**EQUALIS GROUP PARTICIPATION AGREEMENT**

This Participation Agreement (“*Participation Agreement*”), effective _____, 201_ (“*Participation Agreement Effective Date*”), is between ____ [insert PARTICIPATING GROUP FULL LEGAL NAME]____, a _____ [INSERT STATE & TYPE OF LEGAL ENTITY] (“*Participating Group*”), The Cooperative Council of Governments (“*CCOG*”) and OptumRx, Inc., a California corporation (“*PBM*”).

The parties agree as follows:

1. **EFFECT OF THIS AGREEMENT.** Participating Group is added as a party to the Amended and Restated Master Services Agreement, dated January 1, 2019, between PBM, Health Action Council (“*Client*”) and CCOG, and any amendments adopted prior to the date of this Participation Agreement (“*Master Agreement*”) and will comply with the terms of the Master Agreement as it is modified by this Participation Agreement and amended from time-to-time. Participating Group has received from CCOG or Client a complete copy of the Master Agreement and Participating Group has reviewed the Master Agreement and is familiar with its terms. Master Agreement amendments effective after the effective date of this Participation Agreement will be agreed to in writing by Participating Group.
2. **TERM AND TERMINATION.** The term of this Participation Agreement will begin on the Participation Agreement Effective Date and continue for three (3) years (“*Initial Term*”). After the Initial Term, this Participation Agreement shall automatically continue in effect for additional one (1) year terms (each a “*Renewal Term*”), provided that either party may terminate this Participation Agreement effective as of the last day of the Initial Term or any Renewal Term by providing written notice of non-renewal to the other party at least ninety (90) days prior to the end of such Initial Term or Renewal Term. Notwithstanding any provision in this Participation Agreement or the Agreement to the contrary, in no event may Participating Group terminate this Participation Agreement without cause prior to the expiration of the Initial Term.
3. **SERVICES.** Participating Group engages PBM as its exclusive provider of the prescription drug benefit services set forth in the Master Agreement to support the Participating Group’s Benefit Plans, and PBM accepts this engagement, subject to the terms of this agreement and the Master Agreement.
4. **CCOG COMPENSATION.** CCOG shall be compensated by Participating Group in the amount of **Insert Amount** per prescription for prescription drugs purchased by Participating Group pursuant to the Master Agreement.
5. **BILLING AND PAYMENT.** PBM shall invoice Participating Group for the Services for the fees as set forth on **Exhibit G-1**, attached to this Participation Agreement and incorporated herein. Participating Group will pay all valid invoices for such Services in accordance with Section 2 of the Master Agreement.
6. **INDEMNIFICATION.** To the extent permitted by law, each Party’s indemnification obligation will be as set forth in Section 7 of the Master Agreement.
7. **BUSINESS ASSOCIATE ADDENDUM.** PBM and the Participating Group will execute and abide by the Business Associate Agreement attached to this Participation Agreement as **Exhibit G-2**, which outlines the parties’ obligations for use and disclosure of PHI.
8. **NOTICES.** All notices, requests, consents, demands or other communications under this agreement or the Master Agreement will be in writing and deemed to have been duly given either (a) when delivered, if delivered by hand, sent by United States registered or certified mail (return receipt requested) or delivered personally by commercial courier or (b) on the second following business day, if sent by United States Express Mail or a nationally recognized commercial overnight courier; and in each case to Participating Group at the following address (or at other addresses as specified by a notice) with applicable postage or delivery charges prepaid.

[insert PARTICIPATING GROUP NAME]
[insert PARTICIPATING GROUP ADDRESS]
Attn: CEO

9. **DEFINED TERMS.** Capitalized terms used and not defined in this Participation Agreement will have the meanings given to them in the Master Agreement. All references in the Master Agreement to “Client” will refer to Participating Group.
10. **INTEGRATED AGREEMENT; INTERPRETATION; EXECUTION.** If there is any inconsistency or conflict between this Participation Agreement and the Master Agreement, this Participation Agreement will supersede and control for participation of Participating Group. This Participation Agreement together with the Master Agreement constitutes the final expression and complete and exclusive statement of the terms of the Participation Agreement between the parties regarding the subject matter of this Participation Agreement. This Participation Agreement replaces any and prior or contemporaneous written or oral communications, or agreements between the parties regarding its subject matter. This Participation Agreement may be executed in several counterparts, all of which taken together constitute a single agreement between the parties. The language in this agreement will be construed in accordance with its fair meaning, as if prepared by all parties and not strictly for or against any party. The legal doctrine of construction of ambiguities against the drafting party will not be employed in any interpretation of this Participation Agreement. The headings in this Participation Agreement are provided for convenience only and do not affect its meaning. An electronic signature of this Participation Agreement, or a signature on a copy of this Participation Agreement that a party receives by facsimile, email or other means, is binding as an original, and the parties will treat an electronic or photo copy of this signed agreement as an original. The parties may sign this Participation Agreement in two or more counterparts, and as so signed this Participation Agreement will constitute one and the same agreement binding on the parties.

[signature page follows]

The parties' duly authorized representatives are signing this Participation Agreement as of the date stated in the introductory clause.

[INSERT PARTICIPATING GROUP FULL LEGAL NAME]

OPTUMRx, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

THE COOPERATIVE COUNCIL OF GOVERNMENTS

By: _____

Name: _____

Title: _____

EXHIBIT H

ENHANCED SAVINGS PROGRAM ADDENDUM

Participating Group and PBM agree that PBM, by and through its affiliates, shall provide Enhanced Savings Program services to and for the benefit of Members as set forth below.

NOW THEREFORE, the Parties agree as follows:

1. DESCRIPTION OF SERVICES.

- 1.1. **Enhanced Savings for Non-Covered Drugs for Members.** PBM, 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 which are not covered by Participating Group's Plan Specification and are dispensed at Network Pharmacies ("*Enhanced Savings Program*").
- 1.2. PBM agrees to provide access to the Enhanced Savings Program at no charge to Members or Participating Group. 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 the Enhanced Savings Program 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 the Enhanced Savings Program 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 the Enhanced Savings Program and does not affect any other services offered under the Agreement.
- 2.2. **Effect of Termination.** If the Enhanced Savings Program 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 the Enhanced Savings Program, Participating Group 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 the Enhanced Savings Program.
- 3.2. **Regulatory Notification.** Participating Group shall promptly notify PBM of all inquiries from federal or state governmental departments, attorneys, Members, or other persons alleging a complaint with this Enhanced Savings Program 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 the Enhanced Savings Program, including any necessary licenses and permits.

- 3.4. **Notification.** Participating Group shall be solely responsible for communicating in writing, via a mutually agreed-upon notice, to Members with respect to services offered under the Enhanced Savings Program.
- 3.5. **Fees.** Although PBM agrees not to charge an administrative fee to Participating Group for these Enhanced Savings Program claims, PBM, its affiliates, subcontract service providers, brokers, consultants, and administrators, may receive and retain fees, proceeds, and/or other revenues in connection with the Enhanced Savings Program.
- 3.6. **Incentives.** Only PBM, its affiliates, or their contracted service providers, and not Participating Group, 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 this Enhanced Savings Program or its Claims, if any. Any third party fees shall be paid per net paid claim solely where PBM has collected fees from Network Pharmacies with respect to processed claims.