

RESOLUTION NO. 181 -22
OF THE GOVERNING BODY OF THE
YAVAPAI-APACHE NATION

A Resolution Approving OptumRx, Inc. as the Nation's Provider of
Prescription Drug Benefit Administrative Services Under the Nation's
Employee Health Benefits Program

WHEREAS: The Yavapai-Apache Tribal Council ("Council") is authorized to represent the Yavapai-Apache Nation ("Nation") and act on all matters that concern the health and welfare of the Nation, and to make decisions not inconsistent with or contrary to the Constitution of the Yavapai-Apache Nation ("Constitution") as provided under Article V (a) of the Constitution; and

WHEREAS: The Council is authorized to manage the economic affairs of the Nation and its enterprises, and to appropriate and regulate the use of the Nation's funds, under Article V (i) and (k) respectively of the Constitution; and

WHEREAS: The Council is authorized to prescribe employee benefits in accordance with the Nation's employment policies and procedures as provided under Article V (p) and (q) of the Constitution; and

WHEREAS: The Council has established a program of employee health benefits for the Nation's employees, including the employees of the Nation's Subordinate Economic Organizations; and

WHEREAS: The program of benefits offered by the Nation includes prescription drug benefits and the Nation currently uses HealthSmart Rx Solutions, Inc. to administer such benefits; and

WHEREAS: The Nation's Benefit Plans Administrative Committee recommends the Nation change the provider of prescription drug benefit administrative services to OptumRx, Inc. ("OptumRx"), starting January 1, 2023, based on OptumRx being able to provide more favorable pricing which will result in a cost savings to the Nation (comparison attached to this Resolution as Exhibit A) and further recommends the Council approve the Commitment Agreement with OptumRx attached to this Resolution as Exhibit B; and

WHEREAS: The initial term of the Commitment Agreement with OptumRx is two years from January 1, 2023 through December 31, 2024, with the Agreement renewing for successive twelve month periods unless terminated by either party; and the

contract price is based on the cost of pharmaceutical products, rebates and fees as summarized in Exhibit A and specified in the Commitment Agreement, which costs will be paid from funds allocated by the Council for the payment of costs under the Nation's self-funded employee health benefits program; and

WHEREAS: The Council has determined that it is in the best interest of the Nation to approve OptumRx as the Nation's provider of prescription drug benefit administrative services under the Nation's employee health benefits program.

NOW THEREFORE BE IT RESOLVED that the Yavapai-Apache Tribal Council, in Council assembled, at which a quorum is present, hereby approves OptumRx, Inc. as the Nation's provider of prescription drug benefit administrative services under the Nation's employee health benefits program, starting January 1, 2023, and approves the Commitment Agreement with OptumRx, Inc. attached to this Resolution as Exhibit B.

BE IT FURTHER RESOLVED that costs under the Pharmacy Benefit Management Services Agreement will be paid from funds allocated by the Council for the payment of costs under the Nation's self-funded employee health benefits program.

BE IT FINALLY RESOLVED that the Vice Chairperson is hereby authorized to take such further action as deemed necessary to carry out the purposes and intent of this Resolution.


CERTIFICATION

I hereby certify that the foregoing resolution was adopted by an affirmative vote of the Tribal Council, with a quorum in attendance, presented for approval on September 29 2022, by a vote of 7 7 in favor, and 0 opposed and 0 abstaining, pursuant to the authority contained under the Constitution of the Yavapai-Apache Nation as cited above.

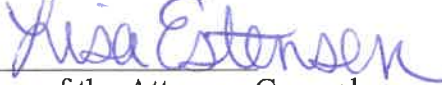


Tanya Lewis, Vice Chairwoman

ATTEST:



Karla Reimer, Council Secretary

Approved as to Form:


Office of the Attorney General

EXHIBIT A

Prescription Drug Administrative Services Comparison
Between HealthSmart Rx Solutions and OptumRx

YAVAPAI APACHE NATION

Rx Program Comparison - January 1, 2023

	ESI* w/HealthSmart CURRENT	ESI* w/HealthSmart RENEWAL 2023	OptumRx/Alliant 2023	ESI* w/HealthSmart 2024	OptumRx/Alliant 2024
RETAIL					
Retail Brand 30 - AWP** minus:	18.7%	18.75%	Premium Formulary 18.5%	18.80%	Premium Formulary 18.5%
Retail Generic 30 - AWP** minus:	84.8%	84.85%	84%	84.90%	84.1%
Retail Brand 90 - AWP** minus:	22.6%	22.6%	22%	22.60%	22%
Retail Generic 90 - AWP** minus:	84.95%	85%	86%	85.05%	86.1%
Specialty - AWP** minus:	20%	20%	20%	20%	20%
Dispensing Fees					
Retail Brand 30	\$0.45	\$0.45	\$0.75	\$0.45	\$0.75
Retail Generic 30	\$0.45	\$0.45	\$0.75	\$0.45	\$0.75
Retail Brand 90	\$0.20	\$0.20	\$0.00	\$0.20	\$0.00
Retail Generic 90	\$0.20	\$0.20	\$0.00	\$0.20	\$0.00
Specialty	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
MAIL ORDER					
Brand - AWP** minus:	24%	24%	25.5%	24.0%	25.5%
Generic - AWP** minus:	87.25%	87.25%	86.5%	87.25%	86.6%
Dispensing Fees					
Brand	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Generic	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REBATE SHARING - per script					
Retail - Brand 30	\$188.42	\$192.19	\$220.00	\$196.03	\$225.00
Retail - Brand 90	\$468.16	\$491.57	\$720.00	\$516.15	\$735.00
Mail Order - Brand	\$390.62	\$398.43	\$720.00	\$406.40	\$735.00
Specialty	\$1,459.82	\$1,489.02	\$2,100.00	\$1,518.80	\$2,200.00
ADMINISTRATIVE COST					
Administrative Fee	\$4.50 per claim	\$4.50 per claim	\$0	\$4.50 per claim	\$0
Program Management Fee			\$3 PMPM		\$3 PMPM
Implementation Credit		N/A	Available	N/A	Available

Note: All savings are strictly estimates based on current utilization and will vary based on actual enrollment and prescription utilization during contract period.

HSRx Rebates	
	Paid to Date
2020	\$164,977
2021	\$171,839
2022 YTD	\$52,892
TOTAL PAID SINCE INCEPTION	\$389,708

*ESI = Express Scripts Inc.
 **AWP = Average Wholesale Price

Financial Analysis

One Year: 1/1/2023 – 12/31/2023

Pricing Component	2022 Current Contract	2023 OptumRx Proposal	2023 MaxorPlus Proposal
Projected 100% AWP	\$2,906,000	\$2,906,000	\$2,906,000
Less: Discounts + Dispensing Fees	(\$1,261,000)	(\$1,272,000)	(\$1,222,000)
=Gross Rx Spend	\$1,645,000	\$1,634,000	\$1,684,000
Less: Employee Cost Share	(\$46,000)	(\$45,000)	(\$47,000)
=Net Drug Spend	\$1,599,000	\$1,589,000	\$1,637,000
Less: Rebates	(\$177,000)	(\$330,000)	(\$264,000)
=Net Rx Spend	\$1,422,000	\$1,259,000	\$1,373,000
Change from Current	--	(\$163,000)	(\$49,000)
Change from Current	--	-11.5%	-3.4%

• The above illustration is an estimate and not a guarantee of savings

EXHIBIT B

Commitment Agreement with OptumRx

**ADDENDUM
To The
Commitment Agreement
With
OptumRx, Inc.**

This Addendum is entered into by and among the **Yavapai-Apache Nation** (the “**Nation**”), a federally recognized Tribal government with reserved rights of sovereignty and **OptumRx, Inc.** (“**Optum**”), a California corporation, (collectively referred to as the “**Parties**”).

This Addendum shall supplement the following agreements (collectively referred to as the “**Agreements**”), which are incorporated herein by reference: (1) the Commitment Agreement between the Nation and Optum, effective January 1, 2023 and (2) the Master Coalition Prescription Drug Benefit Administration Agreement between Alliant Insurance Services, Inc. and Optum, effective July 1, 2020 (“**Master Agreement**”).

In consideration of the covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree that the Agreements are modified as follows:

1. The Nation is a tribal organization providing health care services pursuant to a Title I self-governance contract with the Indian Health Service (“**IHS**”), in accordance with the Indian Self-Determination and Education Assistance Act (“**ISDEAA**”) and the Indian Health Care Improvement Act (“**IHCIA**”).
2. The Nation is possessed of reserved rights of sovereignty, unless expressly waived. To the extent sovereign immunity applies, nothing in the Agreements or in this Addendum, including the Nation’s enforcement of contractual legal or equitable remedies, shall be construed as an implied waiver of immunity or consent to counterclaims, including recoupment. Waivers of immunity, when granted, must be supported by Resolution of the Yavapai-Apache Tribal Council. In the event of a dispute requiring a waiver, the Parties shall address such request to the Yavapai-Apache Tribal Council.
3. No exclusivity arrangements, if any, referred to in the Agreements shall apply to purchasing arrangements made in the Nation’s capacity as a healthcare provider and contracting entity with and on behalf of the Federal government under the ISDEAA. Exclusivity arrangements, if applicable, apply only to covered benefit programs and, in any event, not to IHS or the Nation’s pharmacies and prescription drug or other purchasing arrangements in furtherance of its federal compact (including 340B, Department of Veterans Affairs, or other federal purchasing arrangements).
4. In addition to the termination rights set forth in the Agreements, the Nation may also terminate the Agreements immediately and without penalty, notice, or opportunity to cure, if, after a good faith review with Optum of the underlying issue, the Nation determines such termination is necessary for compliance with its obligations under the ISDEAA, IHCIA, Medicare/Medicaid, or other applicable tribal or federal law, including to protect


the health, safety, welfare, or interests of its patients or the Nation. Upon any termination, Optum shall be entitled only to actual fees earned through the date of termination and any outstanding rebates shall be paid to the Nation on the date on which such payment would normally be due to the Nation pursuant to the Commitment Agreement.

5. Upon termination, Optum shall have a duty to work with the Nation in good faith to transition services to a new provider, including the transfer of data or documents and continued transition services as reasonably needed to prevent a gap in services. All transition services as provided in Section 2.5 of the Master Agreement shall be performed at no additional cost to the Nation. Transition services beyond those provided in Section 2.5 of the Master Agreement may be provided for an additional cost.
6. Optum agrees to indemnify and hold the Nation, its officers, directors, employees, patients, and agents harmless from and against any claims (damages, fees and costs) arising out of the negligence, willful misconduct, or breach of the respective Agreements by Optum, and its officers, directors, employees, subcontractors, agents or others under its control or direction.
7. Nothing in the Agreements shall relieve or limit Optum's liability for damages for its own negligence, willful misconduct, or breach of the Agreements; provided that the foregoing is not intended to alter or supersede the limitations of liability provided in Section 6.2 of the Master Agreement.
8. All services provided under the Agreements shall be in accordance with the applicable industry standard of care for professionals with expertise in the areas contracted for, and shall be suitable for the uses and purposes contemplated thereunder.
9. The Agreements shall be construed in accordance with the laws of Arizona, without giving effect to conflicts of law principles and any disputes arising thereunder shall be resolved within the United States District Court for the District of Arizona. The mandatory arbitration provision set forth in Section 7.11 of the Master Agreement does not apply to the Nation and the term "parties" as used in Section 7.11 of the Master Agreement shall be construed to include only the signatories of the Master Agreement, Optum and Alliant.
10. Notwithstanding anything in the Agreements to the contrary, the Nation's health plan is a governmental plan under Section 3(32) of the Employee Retirement Income Security Act ("ERISA"), to the extent that the health plan covers employees who perform essential governmental functions for the Nation that are not commercial in nature.
11. Except as set forth in Section 5.2 of the Master Agreement, Optum shall not use the Nation's name or logo without express written authorization.
12. In the event of a conflict between the Agreements and this Addendum, the terms of this Addendum shall control. The Parties agree that, for purposes of enforcing the provisions of this Addendum, the "Integrated Agreement" provisions of Section 7.16 of the Master Agreement and Section 8 of the Commitment Agreement shall not apply.

13. This Addendum, together with the Agreements constitutes the entire understanding and agreement between the Parties concerning the subject matter hereof and supersedes all prior or contemporaneous negotiations, agreements, and understandings, whether oral, in writing, or established by the course of dealing of the Parties. No amendment or any other requirement shall be effective unless agreed to in writing by the Parties.

By signing this Addendum, the signatories represent that they are duly authorized to sign this Addendum on behalf of the parties.

YAVAPAI-APACHE NATION


Signature
VICE CHAIRPERSON
Title

TANNA M. LEWIS
Name
09.29.22
Date

OPTUMRx, INC.

Signature

Title

Name

Date

COMMITMENT AGREEMENT

This Commitment Agreement ("**Commitment Agreement**"), effective January 1, 2023 ("**Effective Date**"), is between Yavapai-Apache Nation, a federally recognized Tribal government with reserved rights of sovereignty ("**Participating Employer**"), and OptumRx, Inc., a California corporation ("**OptumRx**").

The parties agree as follows:

1. **EFFECT OF THIS COMMITMENT AGREEMENT.** Participating Employer is added as a party to the Master Coalition Prescription Drug Benefit Administration Agreement ("**Master Agreement**"), effective July 1, 2020, between OptumRx and Alliant Insurance Services, Inc. ("**Coalition**"), including any amendments adopted prior to the Effective Date of this Commitment Agreement and will comply with the terms of the Master Agreement. Upon request, Participating Employer shall receive from Coalition a complete copy of the Master Agreement. The terms of the Master Agreement are incorporated by reference into this Commitment Agreement and references to "this Agreement" and "Coalition" shall be deemed to apply to this Commitment Agreement and to Participating Employer, except for audit and provisions relating to the negotiation of changes to the Master Agreement, including pricing and guarantees, which shall apply to Coalition and not to Participating Employer. Participating Employer authorizes Coalition to enter into future amendments to the Master Agreement and agrees to be bound by such amendments.
2. **SERVICES.** Participating Employer engages OptumRx as its exclusive provider of the PBM Services set forth in the Master Agreement, including all exhibits, in accordance with the rates, fees, reimbursements and guarantees set forth in Attachment 1 hereto, to support the Participating Employer's Benefit Plan(s).
3. **TERM AND TERMINATION.**
 - 3.1 **Term.** The term of this Commitment Agreement will begin on the Effective Date and shall expire concurrently with the MSA Term on December 31, 2024 ("**Initial Term**"). Thereafter, this Commitment Agreement shall automatically renew for successive twelve (12) month renewal periods on each applicable anniversary date ("**Renewal Term**"), unless either party provides notice of non-renewal no later than ninety (90) days before the end of the Initial Term or any Renewal Term. The Commitment Agreement shall renew at the then current rates until a new Commitment Agreement is executed between the parties or a Notice of Renewal Pricing is issued by OptumRx, upon mutual agreement from the Coalition. All Renewal Terms and the Initial Term shall collectively be referred to herein as the ("**Term**").
 - 3.2 **Termination.** This Agreement may be terminated as set forth in this section or as specified elsewhere in this Agreement.
 - 3.2.1 **For Cause.** OptumRx or Participating Employer may terminate this Agreement following a material breach by the other party which is not timely cured. The non-breaching party shall notify the breaching party of the breach and the breaching party shall have thirty (30) days (the "Cure Period") to cure the breach. If the breaching party fails to cure the breach within the Cure Period, then the non-breaching party may terminate this Agreement upon written notice to the breaching party.
 - 3.2.2 **For Convenience.** OptumRx and Participating Employer shall each have the right to terminate this Commitment Agreement without cause effective any time on or after the first anniversary of the Effective Date by providing at least ninety (90) days' prior written notice to the other party.
 - 3.2.3 **Effect of Termination.** Termination of this Commitment Agreement will not affect the rights and obligations of the parties arising out of any transactions occurring before the effective date of the termination, except as follows: (a) if Participating Employer improperly terminates this Commitment Agreement, terminates this Commitment Agreement for convenience or if OptumRx

terminates this Commitment Agreement for default by Participating Employer prior to the end of the current Term, OptumRx will retain any pending or future Rebates payable under this Commitment Agreement; or (b) as otherwise specified in Exhibit B (Compensation).

3.2.4 MSA Term Renewal. Participating Employers shall elect in writing to renew for the entire MSA Renewal Term and shall be entitled to receive all applicable terms and conditions, including pricing for such MSA Renewal Term as then in effect, pursuant to the Master Agreement. In the event the Participating Employer does not wish to renew for the entire MSA Renewal Term, Participating Employer may elect to extend their current agreement, at the rates already in effect (not the MSA Renewal Term rates) (i) through the end of their Benefit Plan year or (ii) for an additional one (1) year period ("**Evergreen Renewal Period**"). Participating Employer must notify OptumRx in writing at least 90 days prior to the expiration of the MSA Term of such Evergreen Renewal Period and the parties will work together to capture the mutually agreed upon timeframe in writing.

3.2.5 Participation in Coalition Agreement. If a Participating Employer is no longer eligible or no longer desires to continue to receive Services through its Commitment Agreement as a participant of the Coalition, Coalition and Participating Employer acknowledge and agree that OptumRx may provide alternative financial terms considering Participating Employer as a stand-alone client. OptumRx shall not provide such Participating Employer a schedule of fees lower than the then current fees and financial terms, plus the fee OptumRx pays to Alliant for its Services it provides for the Coalition. OptumRx shall not reference Alliant or the Coalition in any contract between OptumRx and any former Participating Employer if such contract is not subject to the terms of the Agreement. OptumRx may terminate this Commitment Agreement, without terminating the Master Agreement, pursuant to any of the provisions in section 2.2 (Termination) of the Master Agreement, as though references to the Master Agreement in section 2.2 (Termination) refer to this Commitment Agreement and references to Coalition in section 2.2 (Termination) refer to Participating Employer.

4. **BUSINESS ASSOCIATE AGREEMENT.** The parties will abide by the Business Associate Agreement which outlines the parties' obligations for use and disclosure of PHI attached to the Master Agreement as **Exhibit II** (Business Associate Agreement).
5. **NOTICES.** All notices and other communications required or permitted under this Commitment Agreement will be in writing and sent to the addresses set forth below (or at other addresses as specified by a notice). All notices will be deemed to have been received either: (a) when delivered, if delivered by hand or commercial courier, sent by United States registered or certified mail (return receipt requested); or (b) on the next business day, if sent by a nationally recognized commercial overnight courier.

If to OptumRx:
OptumRx, Inc.
1600 McConnor Parkway
Schaumburg, IL 60173
Attention: Vice President, Client Management

If to Participating Employer:
Yavapai-Apache Nation
2400 W Datsi St Camp Verde, AZ 86322
Attention: Human Resources Director

6. **DEFINED TERMS.** Capitalized terms used and not defined in this Commitment Agreement will have the meanings given to them in **Exhibit I** (Schedule of Definitions) or as defined elsewhere in the Master Agreement. All references in the Master Agreement to "Participating Employer" will refer to Participating Employer.
7. **GOVERNMENT PROGRAM REPORTING.** To the extent applicable, the parties acknowledge and agree that any discount, rebate, Manufacturer Administrative Fee, credit or allowance provided to Participating Employer under this Agreement and any rebate retained by OptumRx under this Agreement shall constitute and shall be treated as a discount, within the meaning of 42 U.S.C. §1320a-7b(b)(3)(A), to Participating Employer against the price of Prescription Drugs provided under this Agreement. To the extent required by Laws or contractual commitment, Participating Employer agrees to fully and accurately disclose and report any such discount, rebate, Manufacturer

Administrative Fee, credit or allowance to Medicare, Medicaid or other government health care programs as a discount against the price of the Prescription Drugs provided under this Agreement.

8. **INTEGRATED AGREEMENT; INTERPRETATION; EXECUTION.** This Commitment Agreement, with the Master Agreement and its exhibits, constitutes the final and complete expression of the terms of the agreement between the parties regarding the subject matter herein. This Commitment Agreement replaces any prior written or oral communications or agreements between the parties regarding its subject matter. The language in this Commitment Agreement will be construed in accordance with its fair meaning, as if prepared by all parties and not strictly for or against any party. When approval of a party is required under this Commitment Agreement or the Master Agreement, the approval will not be unreasonably withheld or delayed. For all terms in this Commitment Agreement, unless otherwise specified: (a) “or” is not exclusive; (b) “including” means including without limitation; (c) “party” and “parties” refer only to a named party to this Commitment Agreement; (d) any reference to an agreement, instrument or statute means that agreement, instrument or statute as from time-to-time amended, modified or supplemented and any applicable corresponding provisions of successor statutes or regulations; and (e) an electronic signature of this Commitment Agreement, or a signature on a copy of this Commitment 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 Commitment Agreement as an original. The headings in this Commitment Agreement are provided for convenience only and do not affect its meaning. The parties may sign this Commitment Agreement in two (2) or more counterparts, and as so signed this Commitment Agreement will constitute one and the same Commitment Agreement binding on the parties.

[signature page follows]

The undersigned duly authorized representatives have executed this Commitment Agreement as of the date indicated below.

OptumRx, Inc.

Yavapai-Apache Nation

Signature: _____

Signature: Tanya M. Lewis

Print Name: _____

Print Name: TANYA M. LEWIS

Print Title: _____

Print Title: VICE CHAIRPERSON

Date: _____

Date: 09.29.22

Attachment 1 – Participating Employer Pricing Election

Participating Employer has Traditional Pricing with the Broad Retail 30 Network.

In addition, Participating Employer has made the following elections:

Retail 90 Pharmacy Network

Broad Network

CVS90: CVS90 Saver Network CVS90 Saver Plus Network

Walgreens90: Walgreens90 Saver Network Walgreens90 Saver Plus Network

Specialty Pharmacy

Exclusive No Grace Fills Network Open Network Preferred Network

Formulary

Premium PDL Select Comprehensive/Select Focused

Select Base Open

Optional Elections

Optum Perks

Enhanced Savings Program

Point of Sale (POS) Discounts Model

PMA Credit: New PMA Credit Existing PMA Credit.

SERVICE FEES – January 1, 2023

Only Participating Employers with an Effective Date on or after January 1, 2023 are eligible for the pricing set forth below. For purposes of the Table below, Year 1 shall mean January 1, 2023 through December 31, 2023. Year 2 shall mean January 1, 2024 through December 31, 2024.

A. Credits

a. Pharmacy Management Allowance. Participating Employer shall receive a one-time Pharmacy Management Allowance (PMA) credit ("**PMA Credit**") to be used during the Initial Term of the applicable Commitment Agreement as follows: (i) Participating Employers that are new customers of OptumRx (including customers that may have had a previous relationship with OptumRx through an Affiliate) shall receive up to \$25.00 per Member ("**New PMA Credit**") and (ii) Participating Employers that are existing customers (customers already contracted directly with OptumRx) of OptumRx shall receive up to \$15.00 per Member ("**Existing PMA Credit**"). In the event that a Participating Employer experiences growth in excess of twenty percent (20%) of the total number of Members as of the Effective Date, Participating Employer shall receive an additional credit equal to the Existing PMA Credit amount pro-rated for the number of excess Members and the remaining months of the Initial Term. The full PMA Credit must be used during the Initial Term and will not roll over into subsequent renewal terms.

This PMA credit is to be used by Participating Employer to offset the cost of actions intended to maximize the value of the pharmacy program. Funds may be used for items including, but not restricted to, programming for customization, design and implementation of clinical or other programs, transition expense and management expenses for its Rx program, member communications including Member ID Cards and postage, documented expenses related to staff education and industry conference attendance, auditing (including pre-implementation audits), data file feeds, data integration and analytics, consulting fees, special clinical programs, and engagement of relevant vendors that impact the pharmacy program strategy and results.

Participating Employer will be required to submit documentation to support the expenses for which it seeks reimbursement.

The parties acknowledge that the credit provided by OptumRx for such services represent fair market value. If OptumRx terminates this Commitment Agreement due to breach by Participating Employer or Participating Employer terminates this Commitment Agreement without cause before the end of the Initial Term, Participating Employer shall refund to OptumRx within 30 days after the effective date of such termination a pro-rated amount of the PMA credit equal to the number of months remaining on the Initial Term. It is the intention of the parties that, for the purposes of the Federal Anti-Kickback Statute, this PMA credit shall constitute and shall be treated as a discount against the price of drugs within the meaning of 42 U.S.C.1320a-7b(b)(3)(A). To the extent required by Laws or contractual commitment, Participating Employer agrees to fully and accurately disclose and report any such discount to Medicare, Medicaid or other government health care programs as a discount against the price of the Prescription Drugs provided under this Agreement.

Traditional					
Base Administrative Fee		\$0.00/\$0.00		per Net Paid Claim	
Base Administrative Fees	Retail 30:	\$0.00/\$0.00		per Net Paid Claim	
	Retail 90:	\$0.00/\$0.00		per Net Paid Claim	
	Mail Service:	\$0.00/\$0.00		per Net Paid Claim	
	Specialty:	\$0.00/\$0.00		per Net Paid Claim	
Paper Claim Fees		\$2.50		Per Processed Paper Claim plus the Base Admin. Fee	
Retail 30 Network: BROAD					
Brand Drugs	AWP minus	18.50%/18.50%	plus	\$0.75/\$0.75	dispensing fee
Effective Overall Generic Guarantee (ingredient cost)	AWP minus	84.00%/84.10%	plus	\$0.75/\$0.75	dispensing fee
Retail 90 Network: BROAD					
Brand Drugs	AWP minus	22.00%/22.00%	plus	\$0.00/\$0.00	dispensing fee
Effective Overall Generic Guarantee (ingredient cost)	AWP minus	86.00%/86.10%	plus	\$0.00/\$0.00	dispensing fee
WAG90/CVS90 Pharmacy Network					
Brand Drugs	AWP minus	25.50%/25.50%	plus	\$0.00/\$0.00	dispensing fee
Effective Overall Generic Guarantee (ingredient cost)	AWP minus	86.50%/86.60%	plus	\$0.00/\$0.00	dispensing fee
Mail Service Pharmacy					
Brand Drugs	AWP minus	25.50%/25.50%	plus	\$0.00/\$0.00	dispensing fee
Effective Overall Generic Guarantee	AWP minus	86.50%/86.60%	plus	\$0.00/\$0.00	dispensing fee

(ingredient cost)	
Specialty - Exclusive w/ No Grace Fills Network	
Specialty Drugs	Aggregate AWP Guarantee of 20.00%/20.00% - Disp. Fees are \$0.00
Specialty - Open Network	
Specialty Drugs	Aggregate AWP Guarantee of 18.50%/18.50% - Disp. Fees are \$2.50
Specialty - Preferred Network (Clients with In-House Pharmacy dispensing Specialty)	
Specialty Drugs	See Specialty Pricing Schedule for Individual Drug Level Pricing Information - Disp. Fees are \$2.50
Newly introduced pharmaceutical products will be added to OptumRx's systems and to Client's Prescription Drug coverage (provided the new product is in a category covered by the Client) promptly following receipt by OptumRx from the Pricing Source. Newly FDA-approved Specialty products will be billed and reimbursed at the default rate of AWP – 14%.	
Rebates (Premium Formulary)	
Client Estimated Share	Greater of 100% or
Retail 30 - Minimum	\$220.00/\$225.00 Per Net Paid Brand Claim
Retail 90 - Minimum	\$720.00/\$735.00 Per Net Paid Brand Claim
CVS90/WAG90 - Minimum	\$720.00/\$735.00 Per Net Paid Brand Claim
Mail Service - Minimum	\$720.00/\$735.00 Per Net Paid Brand Claim
Specialty - Minimum	\$2,100.00/\$2,200.00 Per Net Paid Brand Claim
Rebates (Select Comprehensive/Select Focused Formulary)	
Client Estimated Share	Greater of 100% or
Retail 30 - Minimum	\$200.00/\$205.00 Per Net Paid Brand Claim
Retail 90 - Minimum	\$640.00/\$650.00 Per Net Paid Brand Claim
CVS90/WAG90 - Minimum	\$640.00/\$650.00 Per Net Paid Brand Claim
Mail Service - Minimum	\$640.00/\$650.00 Per Net Paid Brand Claim
Specialty - Minimum	\$1,600.00/\$1,650.00 Per Net Paid Brand Claim
Rebates (Select Base Formulary)	
Client Estimated Share	Greater of 100% or
Retail 30 - Minimum	\$175.00/\$180.00 Per Net Paid Brand Claim
Retail 90 - Minimum	\$475.00/\$485.00 Per Net Paid Brand Claim
CVS90/WAG90 - Minimum	\$475.00/\$485.00 Per Net Paid Brand Claim

Mail Service - Minimum	\$475.00/\$485.00	Per Net Paid Brand Claim
Specialty - Minimum	\$1,200.00/\$1,220.00	Per Net Paid Brand Claim
Rebates (Open Formulary)		
Client Estimated Share	Greater of 100% or	
Retail 30 - Minimum	\$165.00/\$170.00	Per Net Paid Brand Claim
Retail 90 - Minimum	\$470.00/\$480.00	Per Net Paid Brand Claim
CVS90/WAG90 - Minimum	\$470.00/\$480.00	Per Net Paid Brand Claim
Mail Service - Minimum	\$470.00/\$480.00	Per Net Paid Brand Claim
Specialty - Minimum	\$1,000.00/\$1,020.00	Per Net Paid Brand Claim