AMENDMENT
CIGNA MEDICARE PART D APR RETAIL PHARMACY NETWORKS
ADDENDUM AND COMPENSATION EXHIBIT 1-A

Important: Action Required

Dear Pharmacy Provider:

Attached is the Cigna Medicare Part D APR Retail Pharmacy Networks Addendum and Compensation Exhibit 1-A Amendment (“Amendment”) to the Pharmacy Network Agreement. In order to start or continue your participation as a pharmacy provider for those members that are participating in a Cigna Medicare Part D Benefit Plan in the Cigna 1-A network, please sign and return this Amendment as soon as possible. You may return the document via e-mail to provider.relations@optumrx.com or via fax to (866) 244-8543.

If you do not return the signed Amendment by March 18, 2016, you will not be listed as a pharmacy provider in the Cigna 2017 1-A Medicare Part D network.

If you have any additional questions or concerns, please contact us at (877) 633-4701.

Sincerely,

Provider Relations
OptumRx
This Cigna Medicare Part D APR Retail Pharmacy Networks Addendum and Compensation Exhibit 1-A ("Cigna Med D APR Exhibit 1-A") to the Medicare Part D Addendum hereby amends the Pharmacy Network Agreement effective as of the noted date set forth by Administrator below (the “Effective Date”), and is made and entered into by Administrator, and the undersigned Company, on behalf of itself and each of its Pharmacies. In exchange for participation in the Cigna Med D APR Exhibit 1-A networks, Company agrees to abide by the terms and requirements outlined herein. This Cigna Med D APR Exhibit 1-A is strictly limited and only applicable to Cigna Medicare Part D Benefit Plans in the Cigna 1-A network. As a result, this Cigna Med D APR Exhibit 1-A does not in any manner support any other Cigna network or any other Client’s Benefit Plans.

1. **TERM AND TERMINATION.** The term of the Cigna Med D APR Exhibit 1-A shall begin on the Effective Date and shall continue through December 31, 2017. The Cigna Med D APR Exhibit 1-A shall continue thereafter unless Administrator or a Client chooses to terminate it without cause by providing Company with written notification prior to April 1st of the current year. Any such termination shall only become effective January 1st of the following year. Notwithstanding the foregoing, the Cigna Med D APR Exhibit 1-A shall terminate concurrently with any termination of the Pharmacy Network Agreement (“Agreement”) in place between Company and Administrator, unless Cigna requires a longer notice period, in which case the Agreement and the Cigna Med D APR Exhibit 1-A will not terminate until Cigna’s notice period has expired. Company is not allowed to terminate without cause the Cigna Med D APR Exhibit 1-A prior to December 31, 2017.

2. **GENERAL TERMS AND CONDITIONS.** The terms in this Cigna Med D APR Exhibit 1-A may be modified by Administrator upon notice to Company in order to comply with changes in applicable Law or pursuant to Client direction. In the event of any conflict between the terms set forth in this Cigna Med D APR Exhibit 1-A and the terms of the Agreement, the terms set forth in this Amendment shall supersede and control. Capitalized terms used in this amendment shall have the meaning ascribed to them in the Agreement, unless otherwise defined herein.

3. **DEFINITIONS.**
   a. “Additional Price Reduction” or “APR” means the baseline amount assessed on all applicable Claims (inclusive of U&C Claims) calculated as a percentage of ingredient cost charge, as further detailed below in Section 5.c, across all Company locations.
   b. “Generic Drug” means a prescription drug that is therapeutically equivalent and interchangeable with a prescription drug having an identical amount of the same active ingredients, and Administrator makes this generic drug determination by using its standard drug classification algorithm which substantially relies on data elements from MediSpan.
   c. “Specialty Products” means those covered drugs that are designated by Administrator as Specialty Products on account of such covered drugs having particular characteristics, including one or more of the following: (a) they address complex, chronic diseases with many associated co-morbidities (e.g., cancer, rheumatoid arthritis, hemophilia, multiple sclerosis); (b) they require a greater amount of pharmaceutical oversight and clinical monitoring for side effect management and to limit waste; (c) they have limited pharmaceutical supply chain distribution, as determined by the product’s Manufacturer; and/or (d) their relative expense.
   d. “Generic Dispensing Rate” or “GDR” means the average rate at which Generic Drugs are dispensed by a Company location and shall be calculated in the aggregate for all applicable Claims (inclusive of U&C Claims), as outlined below, across all Company locations.

<table>
<thead>
<tr>
<th>GDR Calculation</th>
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<tr>
<td>GDR = Generic Claims/Total Claims with all Claims measured as a Claim regardless of days supply.</td>
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4. **PRESCRIPTION DRUG COMPENSATION.** The Cigna Med D APR Exhibit 1-A Retail Prescription Drug Compensation shall equal the lesser of: (i) Provider's U&C Price, (ii) the total submitted ingredient cost, or (iii) the rates set forth below, reduced by any applicable Co-payment, Cost Share amount, Deductible or APR amount. Company and Administrator agree that in all instances the applicable co-payment, Cost Sharing amount or deductible will be paid by the Member to Company at the point of sale. Company agrees to comply with co-payment, Cost Sharing amount or other benefit coverage information of Cigna to the extent such policies are in accordance with applicable Laws and regulations.
5. **FINANCIAL AND DISPENSING PERFORMANCE PARAMETERS.**

a. If this Cigna Med D APR Exhibit 1-A and/or the economics thereof is not in compliance with applicable law as determined by a Government Authority, including, but not limited to any CMS guidance, the Company and Administrator agree to immediately renegotiate the specific non-compliant terms.

b. **Dispensing Performance:** Company and Administrator agree that Company shall meet or exceed a GDR of ninety-four (94%) (“GDR Target”) annually for the duration of the Cigna Med D APR Exhibit 1-A. This GDR performance requirement shall apply to both 1-33 Days Supply and 34+ Days Supply Claims on a composite basis. Administrator shall calculate the GDR on an annual calendar year basis in aggregate for all Company locations in accordance with the GDR and APR process outlined in Section 5.c below.

c. **GDR and APR process:**

i. For each 1-33 Days Supply Claim dispensed by Company to a Member, Company will be subject to an APR equal to 7% of the Claim's ingredient cost charge.

ii. For each 34+ Days Supply Claim dispensed by Company to a Member, Company will be subject to an APR equal to 9% of the Claim's ingredient cost charge.

iii. Administrator shall charge this APR on all applicable Claims through the APR process outlined in Section 6 below during the applicable calendar year.

   (1) In the event Company meets or exceeds the GDR Target for such calendar year, Company will receive a refund (“Refund”) for the APR amount retained by Administrator following the end of such annual calculation.

   (2) In the event Company does not meet the GDR Target for such calendar year, Administrator shall be entitled to retain the APR amount.

<table>
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<tr>
<th>APR Rates Based on GDR Performance</th>
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<tbody>
<tr>
<td>Description</td>
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<tr>
<td>APR</td>
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<tr>
<td>Refund</td>
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6. **APR SUBMISSION PROCESS.**

a. The applicable APR amounts will be submitted through a HIPAA-compliant file in ASC X12 format, electronic remittance advice (“835”) and will be indicated as a lump sum PLB segment adjustment with a qualifier of “AH” in PLB05.

b. Administrator agrees to provide a GDR Target performance report on a quarterly basis.

7. **MARKETING**

a. Management of Marketing

i. Cigna must receive for review and approve in writing any advertising, circulars, websites, or other written material or verbal communication intended for promotional use or publication that concerns Cigna prior to it being circulated or published by Company or its agents. Company acknowledges the requirement to adhere to Cigna’s brand, logo, and name usage policies. Furthermore, because other
pharmacies may be involved in the development of materials that are not unique to the Company/Cigna relationship, Cigna and Company shall work together and mutually agree on the content, quality and look of any materials promoting Cigna. Company will not disadvantage Cigna with respect to other health plans offering similar Part D benefit plans in Pharmacy’s promotions and prominence of placement except to the extent permitted by Medicare marketing guidelines, and other CMS memos and guidelines.

ii. Regulatory Compliance. Company acknowledges and agrees that Medicare marketing guidelines restrict the promotional activities performed by Medicare providers and shall not engage in any prohibited activities, including, but not limited to the following to the extent they are prohibited by applicable regulations:

1. Accepting plan enrollment applications;
2. Offering sales or appointment forms;
3. Enticing or bribing Medicare beneficiaries to enroll in a specific plan based upon financial or any other interests;
4. Mailing marketing materials on behalf of Cigna without approval;
5. Offering anything of value to induce beneficiaries to select Pharmacy as their provider (subject to the nominal retail value exception, i.e. $50 annually per Member).

8. COMPLIANCE

a. Company agrees to abide by federal and state laws relative to a member’s Personal Health Information (PHI) including but not limited to the following:

i. Health Insurance Portability & Accountability Act of 1996 (HIPAA)-federal law for health care providers to keep PHI secure, what information can be disclosed and to whom may it be disclosed and state and other laws and regulations to the extent applicable;

ii. Health Information Technology for Economic & Clinical Health Act of 2009 (HITECH)-federal law that widened the scope of privacy & security protections under HIPAA; increased legal liability & enforcement for non-compliance by health care providers; fines may be imposed on those providers who do not comply;

iii. Applicable state laws that prevent providers from sharing sensitive diagnosis information (information with respect to, e.g., mental illness, HIV/AIDS, pregnancy, sexually transmitted diseases, genetic testing, substance abuse, abortion, birth control and any medications for any such conditions.

b. Company will track and report suspected data disclosures to Administrator within twenty-four (24) hours of learning that the disclosure occurred, investigate root cause, develop remediation, and train employees on HIPAA Privacy, HITECH, GLB, PCI DSS requirements for protection of financial data, Information Protection best practices, and state specific regulations.

IN WITNESS WHEREOF, the parties have caused the terms in this amendment for the Cigna Med D APR Exhibit 1-A to be executed by their authorized representatives as of the date written below.

Company: Administrator:

[INSERT COMPANY NAME] OptumRx, Inc.

Chain Code/NCPDP # __________________________

By: ____________________________ By: ____________________________

(signature) (signature)

Name: ____________________________ Name: ____________________________

(print name) (print name)

Title: ____________________________ Title: ____________________________

Date: ____________________________ Execution Date: ____________________________

Effective Date: January 1, 2017