NOTICE AMENDMENT TO THE PHARMACY NETWORK AGREEMENT

In accordance with your Pharmacy Network Agreement ("Agreement") by and between OptumRx, Inc. and each of its affiliates that provides pharmacy benefit management services (collectively, the "Administrator"), and Company and its Company Pharmacies, ("Company"), this general terms and conditions amendment ("T&C Amendment") hereby amends the Agreement and will be effective in sixty (60) days (the "Effective Date").

RECITALS

A. Administrator and Company previously entered into the Agreement, pursuant to which Company has agreed to arrange for the Company Pharmacies to furnish Covered Prescription Services to Members in connection with the Benefit Plans offered by Administrator’s Clients.

B. The Agreement allows for Administrator to amend the Agreement by providing a notice to Company.

C. Administrator and Company desire to amend the Agreement in accordance with this notice T&C Amendment.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. This T&C Amendment hereby amends the Agreement.

2. Capitalized terms used in this T&C Amendment and not defined herein shall have the meanings ascribed to them in the Agreement or the Pharmacy Manual, as applicable.

3. The Benefit Plan definition is replaced in its entirety as follows:

   Benefit Plan. Benefit Plan shall mean the benefit provided to Members, including under any Medicaid, MA-PD Plan or Prescription Drug Plan. Benefit Plan coverage shall include, without limitation, any deductible or coverage gap provided for under such coverage, without regard to any subsidy by any third party of a Member’s Cost-Sharing obligations under the applicable Benefit Plan. Benefit Plan may also include coverage for workers compensation, hospice and discount card programs.

4. The Participation in Client’s Benefit Plan Network Section is replaced in its entirety as follows:

   Participation in Client’s Benefit Plan Network. By executing this Agreement, Company is agreeing to participate in the network for Benefit Plans offered or administered by Clients. Company will provide Covered Prescription Services to Members in a safe, diligent and professional manner, in accordance with applicable laws and regulations, this Agreement, Pharmacy Plan Specifications, Pharmacy Manual and any other applicable documents provided or made available by Administrator. In the event of a conflict between the documents referenced herein, including the Commercial Addendum, Medicaid Addendum, and the Medicare Part D Addendum and the Pharmacy Manual (also sometimes referred to as the Provider Manual) the terms of the Pharmacy Manual shall control.

5. The Parties understand that Administrator may rely on the information in the NCPDP database and not solely upon the List of Company Pharmacies detailed in Exhibit A and/or related documents. Therefore, the following new subsections i.) and ii.) are to be added to the Duties and Obligations of Company Section:

   i. Timely Notice of Demographic Changes. Company understands and agrees that Administrator relies on the NCPDP database for information about its Pharmacy(ies) and agrees to promptly update that information whenever necessary so as to ensure
that the information in the NCPDP database is current, complete and accurate. Unless otherwise specified in the Agreement, Company must notify Administrator in writing within ten (10) business days of any changes in the documentation and other information previously provided to Administrator for purposes of enrolling, credentialing or quality management initiatives. Administrator also requires immediate notification of any sale, transfer of ownership, or closure of the Company or any pharmacy, and any changes to contact and notice information, which includes but is not limited to, changes in name, address, telephone number, fax number, email address, services, NPI, NCPDP, licensure information (e.g. DEA, state license), Medicaid ID, provider affiliation, ownership information, and provider dispensing type. Company must immediately report all of the above applicable information to NCPDP to ensure that any changes are accurately updated within Claims Processor’s system.

ii. Pharmacy Services Administration Organizations: If applicable to Company, Pharmacy Services Administration Organizations (“PSAO”) are required to perform routine updates of the information regarding their participating Pharmacy locations in the NCPDP database to ensure that all Pharmacies associated with the PSAO are contracted, credentialed and that NCPDP has current, complete and accurate information. Administrator relies on the NCPDP database information. PSAO is responsible and hereby represents and warrants that its NCPDP database information is current, complete and accurate. When terminating a pharmacy from participating with your PSAO, PSAO must also remove the pharmacy from the PSAO affiliation in the NCPDP database. Upon request, PSAO and/or any PSAO Pharmacy is required to respond to Administrator within ten (10) business days of any request for documentation necessary to support Claims processing or any audits and within fifteen (15) business days of receipt of any pharmacy contact verification form or the pharmacy credentialing application form. If PSAO or Pharmacy fails to timely submit accurate and complete documentation to Administrator within these time periods, PSAO or Pharmacy may be subject to termination. PSAO shall also share all relevant information upon request from Administrator.

6. The following section is added to the Duties and Obligations of Company Section:

Non-Solicitation and No Disparagement:

i. Company will refrain from advising, counseling or soliciting any Members for any non-clinical reason, including, but not limited to, attempting to improve Pharmacy compensation.

ii. Company will refrain from advising, counseling or soliciting any Clients to terminate its relationship with Administrator for any reason.

iii. Company shall not engage in any conduct or communication that in any manner could discredit, defame or disparage Administrator or Client and/or the quality of Administrator’s or Client’s services or products. Company acknowledges and agrees that any potential violation of this section by Company would cause Administrator immediate and irreparable harm or loss that cannot be fully remedied by monetary damages. Accordingly, in the event of any violation of this section by Company, Administrator shall be entitled to any and all legal and equitable relief, including, but not limited to, issuance of a temporary restraining order and/or immediate termination of the Agreement.

7. The Prescription Drug Compensation Amounts Section is replaced in its entirety as follows:

Prescription Drug Compensation Amounts. Prescription Drug Compensation amounts may vary by Benefit Plan to Benefit Plan and/or pharmacy network. Administrator acting on behalf of Clients will process the Prescription Drug Compensation owed to Company for each Covered Prescription Service dispensed to Members. Company shall refer to the Addendums, Compensation Exhibits, Pharmacy Manual or the POS System response for Benefit Plan or network Prescription Drug Compensation. Claims submitted by Company for Members using an Administrator network or Client network, via the POS System for
retail prescription benefit management or Claim processing, are reimbursed at the lesser of the following: the Benefit Plan or network AWP discount or other referenced based pricing plus applicable dispensing fee; MAC (when applicable for Covered Prescription Services); Company’s Submitted Cost Amount; Company’s U&C that would be given under the same circumstances if the Member did not possess prescription benefit coverage; or the submitted ingredient cost. The POS System transaction response pricing per Claim prevails, unless overpayment is made to Company. Company understands and agrees that Administrator is not responsible for the funding of Claims, is not a guarantor or insurer of the funding for Claims payment, and is not financially responsible or liable in any respect for the payment of Claims.

8. The Claims Processor Charges Section is replaced in its entirety as follows:

Claims Processor Charges. Various Claims Processor Charges may be incurred by Company per each online transaction via the POS System. Company shall be responsible for paying each of the separate amounts charged by Claims Processor if and when applicable: (i) per transaction communications charge for on-line electronic processing through the POS System; (ii) surcharges for cancelled or reversed Claims performed by Administrator; (iii) a charge if Company requests an evidence of benefit report in any format (electronic or paper); (iv) a charge if Company requests copies of endorsed checks; and (v) a per Claim charge for processing Claims that were submitted in a non-NCPDP format (collectively items (i) through (v) shall be referred to as the “Claims Processor Charges”). Each of the Claims Processor Charges is subject to change by Claims Processor. Company agrees that any applicable Claims Processor Charges may be deducted and recouped from any Prescription Drug Compensation due to Company or Pharmacy hereunder.

9. The Term Section is replaced in its entirety as follows:

Term. The term of this Agreement shall commence on the Effective Date and shall continue uninterrupted unless (i) terminated pursuant to the provisions of the Agreement, or (ii) either party is Insolvent, and in that event, the Term may continue if the party that is not Insolvent agrees to such continuance in writing. The term Insolvent shall mean “Insolvent” as defined in the Agreement.

10. The following section is added to the Termination Section:

Termination by Affiliation. Administrator may immediately terminate this Agreement if Company is added to a PSAO or Chain Affiliation in the NCPDP database when Company already has an agreement with Administrator either directly or indirectly on the later of (i) the effective date Company was added to such Affiliation in the NCPDP database or the effective date of the agreement with Administrator.

11. The Entire Agreement Section is replaced in its entirety as follows:

Entire Agreement. This Agreement (including the Pharmacy Manual, Pharmacy Plan Specifications, the Commercial Addendum, the Medicaid Addendum, the Medicare Part D Addendum, and all other addenda, exhibits and schedules attached hereto) constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous oral or written agreements, representations or understandings between the parties with respect to the subject matter hereof. The Pharmacy Manual and all such addenda, exhibits and schedules may be amended from time to time and are incorporated herein by reference and made a part of this Agreement. In the event of a conflict between the documents referenced herein, including the base agreement, Commercial Addendum, Medicaid Addendum, Medicare Part D Addendum and the Pharmacy Manual, the terms of the Pharmacy Manual shall supersede and control.

12. The Amendment Section shall be replaced in its entirety as follows:
Amendment. Except as otherwise provided elsewhere in the Agreement, this Agreement (including the addenda, exhibits and schedules attached hereto) may only be amended as follows:

(a) Administrator may unilaterally amend this Agreement for any reason, including without limitation in order to comply with changes in applicable law and/or regulatory requirements, by providing thirty (30) days prior written notice to Company, which shall become effective at the end of the thirty (30) day notice period or a shorter notice period if necessary to comply with changes in applicable law and/or regulation. Administrator may also amend the Pharmacy Manual at any time, and such amendment shall become effective immediately upon publication.

(b) This Agreement also may be amended or modified pursuant to a dated mutually signed written amendment by Administrator and Company.

13. The Notices Section shall be modified to include the following sentence:

Notwithstanding the foregoing, Administrator may also use Company or its Pharmacies’ contact information, including the e-mail address and/or fax number, listed in the NCPDP database to provide notices hereunder.

14. The Network Participation Section is deleted in its entirety.

15. The following section is added to the General Terms Section:

Conflicting Agreements. In the event that Administrator or any of its Affiliate acquires a company, whether by merger, stock acquisition or asset acquisition (the “Acquired Company”), that has a pharmacy network agreement with Company in effect at the time of the acquisition (the “Pre-Existing Agreement”), Administrator may, in its sole discretion, require that Company restate the Pre-Existing Agreement to be substantially similar to this Agreement or terminate the Pre-Existing Agreement without penalty to Administrator, and provide Covered Prescription Services to the Acquired Company in accordance with the terms of this Agreement, effective as of the date of the acquisition or other mutually agreed upon date. In the event that Administrator determines, in its sole discretion, that the Pre-Existing Agreement should continue in accordance with its terms, Company’s provision of services to the Acquired Company shall remain subject to the terms and conditions of the Pre-Existing Agreement.

16. Except as expressly amended by this T&C Amendment, all other terms and conditions of the Agreement and Pharmacy Manual shall remain in full force and effect. In the event there is any conflict between the terms of the Agreement and this T&C Amendment, the terms of this T&C Amendment shall control.

OptumRx, Inc.

Justin Kaiser
VP, Provider Relations

Justin Kaiser (Feb 1, 2016)