

FIRST AMENDMENT OF THE MASTER SERVICES AGREEMENT
FOR EMPLOYEE BENEFIT PLAN(S) MEDICAL, PHARMACY – MSA-881673

THIS FIRST AMENDMENT OF THE MASTER SERVICES AGREEMENT FOR EMPLOYEE BENEFIT PLAN(S) MEDICAL, PHARMACY, made and entered into by and between the Lee County Board of County Commissioners, a political subdivision of the State of Florida ("Customer") and Aetna Life Insurance Company ("Aetna"), collectively, the "Parties."

WHEREAS, the Customer entered into a Master Services Agreement for the purchase of employee benefits products and administrative services through Solicitation No. RFP170082LKD with Aetna on the 19th day of July 2018 ("Agreement"); and,

WHEREAS, it was discovered after the execution of the Agreement that it would be in the best interest of the Customer to modify the PRESCRIPTION DRUG SERVICE AND FEE SCHEDULE TO THE MASTER SERVICES AGREEMENT attachment to the Agreement to allow for additional terms specific to the mail order prescription program; and,

WHEREAS, it was discovered after the execution of the Agreement that it would be in the best interest of the Customer to modify the mail order prescription program services in the MAIL ORDER PHARMACY/VOLUNTARY MAINTENANCE CHOICE subsection of the Pharmacy Discounts & Fees section of the PRESCRIPTION DRUG SERVICE AND FEE SCHEDULE TO THE MASTER SERVICES AGREEMENT attachment to the Agreement; and,

WHEREAS, the Parties desire to modify the PRESCRIPTION DRUG SERVICE AND FEE SCHEDULE TO THE MASTER SERVICES AGREEMENT attachment to add the additional terms and subtitle.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. Effective July 1, 2020, the Parties agree that the "Terms & Conditions" section, on page 42, "Pharmacy Discounts & Fees" section, on page 43, and "Rebates" section, on page 44, of the PRESCRIPTION DRUG SERVICE AND FEE SCHEDULE TO THE

MASTER SERVICES AGREEMENT attachment to the Agreement shall be superseded by the following, and in all other respects the Prescription Drug Service and Fee Schedule remains unchanged:

Service and Fee Schedule

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Pharmacy Discounts & Fees

Pricing Arrangement	Traditional
Network	Aetna National Network
Employees	4,190

RETAIL			
	01/01/2018	01/01/2019	01/01/2020
Brand Discount	AWP - 16.50%	AWP - 16.60%	AWP - 16.70%
Generic Discount	AWP - 75.00%	AWP - 75.20%	AWP - 75.40%
Dispensing Fee	\$1.00 per script	\$1.00 per script	\$1.00 per script

MAIL ORDER PHARMACY/VOLUNTARY MAINTENANCE CHOICE			
Mail Benefit Type	Voluntary Maintenance Choice (effective 07/01/2020)		
	01/01/2018	01/01/2019	01/01/2020
Brand Discount	AWP - 24.00%	AWP - 24.10%	AWP - 24.20%
Generic Discount	AWP - 77.50%	AWP - 77.70%	AWP - 77.90%
Dispensing Fee	\$0.00 per script	\$0.00 per script	\$0.00 per script

AETNA SPECIALTY PHARMACY			
Network	Exclusive Specialty Network		
Price List	Preferred Plus		
	01/01/2018	01/01/2019	01/01/2020
Discount	AWP - 16.50%	AWP - 16.50%	AWP - 16.50%

GENERIC DISPENSING RATE (GDR) GUARANTEE			
	01/01/2018	01/01/2019	01/01/2020
Retail GDR	81.00%	81.50%	82.00%
Mail GDR	81.50%	82.00%	82.50%
Annual Maximum	\$300,000	\$300,000	\$300,000

ALLOWANCES			
	01/01/2018	01/01/2019	01/01/2020
Total Allowances	\$25,000	\$25,000	\$25,000

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Rebates

REBATES			
Formulary	Aetna Premier Plus		
Rebate Terms	Plan sponsor will receive the following minimum rebates:		
	01/01/2018	01/01/2019	01/01/2020
Retail	Greater of 100% or \$88.25 Per Brand Script	Greater of 100% or \$93.25 Per Brand Script	Greater of 100% or \$95.00 Per Brand Script
Mail Order	Greater of 100% or \$247.50 Per Brand Script	Greater of 100% or \$279.00 Per Brand Script	Greater of 100% or \$309.75 Per Brand Script
Retail Specialty and Aetna Specialty Pharmacy	Greater of 100% or \$635.50 Per Brand Script	Greater of 100% or \$711.25 Per Brand Script	Greater of 100% or \$797.25 Per Brand Script

[Remainder of this page left intentionally blank.]

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Terms & Conditions

The pricing and services set forth herein are subject to the following Terms & Conditions:

- The pricing and services contained herein are limited to prescription drugs dispensed by a Participating Pharmacy to Plan Participants.
- Prescriptions dispensed by a Participating Retail Pharmacy shall be processed at the lower of the pharmacy's submitted Usual & Customary Retail Price, MAC (where applicable) plus a Dispensing Fee, or discounted AWP cost plus a Dispensing Fee.
- MAC Pricing applies at Mail Order.
- Cost Share will be calculated on the basis of the rates charged to the Customer by Aetna for Covered Services, except for fixed copays or where required by law to be otherwise.
- Discounts and Dispensing Fees contained in this Service and Fee Schedule are guaranteed on an annual basis, subject to the following conditions:
 - Discount and Dispensing Fee guarantees are measured and reconciled individually; surpluses in one or more component guarantees may not be used to offset shortages in other component guarantees.
 - Discount and Dispensing Fee guarantees shall be reconciled and reported to Customer within ninety (90) days following the guarantee period.
 - Discount guarantees are calculated on ingredient cost prior to the application of Plan Participant copay and include zero balance due claims.
 - The following types of Prescription Drug claims are excluded from the Discount and Dispensing Fee guarantees contained herein: compound drug claims, direct Plan Participant reimbursement / out-of-network claims, over-the-counter products, and vaccines.
 - Retail pricing guarantees exclude claims that reflect the Usual & Customary Retail Price.
 - Prescriptions dispensed by Aetna Specialty Pharmacy are included in the Aetna Specialty Pharmacy Discount guarantee listed above. Specialty Products dispensed by Participating Retail Pharmacies are included in the Retail Brand Discount guarantee listed above.
 - Aetna has assumed 0% in-house pharmacy utilization. Aetna reserves the right to re-evaluate the proposed pricing if the actual in-house pharmacy utilization varies from this assumption.
- Limited Distribution Specialty Products are excluded from the pricing terms contained herein.
- Pricing and terms in this proposal assume the Customer has elected the Aetna Premier Plus formulary.
- Rebate guarantees are measured individually by component and reconciled in the aggregate on an annual basis within one hundred-eighty (180) days following the end of the Plan year; a surplus in one or more component Rebate guarantees may be used to offset shortages in other component Rebate guarantees.

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- Exclusive Specialty Products network means that Plan Participants are required to use the Aetna Specialty Pharmacy on the 1st Fill.
- Pharmacy Advisor is included.
- Retail and Mail Order GDR rates by Plan year will be calculated as total retail Generic Drug claims excluding dispense as written ("DAW") claims divided by total retail claims excluding DAW, and total mail Generic claims excluding DAW claims divided by total mail claims excluding DAW. A penalty, if applicable, will be calculated as the difference in the Brand Drug cost versus Generic Drug cost after Discount and Dispense Fee times the actual claim volume. Separate calculations will be performed for retail and mail, and for each Plan year. Reconciliation will be calculated annually within 90 days of the end of each of the guarantee periods. For the purposes of this guarantee, any penalty will be calculated based on the results across all retail and mail order categories.

Allowances

Allowances will be available as of the Effective Date of the pharmacy services schedule. Aetna will pay related expenses directly to a third party vendor once the Customer sends the invoice(s) outlining the expenses incurred to Aetna. Invoices must be submitted before the end of each Plan year otherwise the Customer forfeits the funds. Any unused allowance monies at the end of each Plan year will be forfeited.

Audit/Pre-Implementation Audit Allowance

Aetna is including an Audit allowance to be used up to \$25,000 annually, which includes any Pre-Implementation Audit that may be applicable as the incumbent. Please note any Pre-Implementation Audit expenses will be paid in conjunction with Year 1 (January 1, 2018 - December 31, 2018).

General Allowance

Aetna is including a general allowance up to \$25,000 for the third year only. The Customer can use this allowance for implementation, audit, consulting fees, communication or external data file/feeds.

Market Check

On an annual basis commencing (12) months after the effective date, Customer may, at its expense, engage a nationally-recognized consultant in the PBM market pricing industry reasonably agreeable to Aetna ("Consultant") to compare the aggregate value of the pricing terms of this Agreement with the aggregate value of the prevailing pricing terms offered to Similar Employers (the "Market Check"). The parties agree that the Market Check shall be based on the entirety of mail and retail pricing for Brand Drugs and Generic Drugs, pricing for Specialty Products, administrative fees and Rebates. Actual form, format and content of information to be provided to Aetna by Consultant for purposes of the Market Check will be mutually agreed in advance and subject to a confidentiality agreement. The term Similar Employers means those employers with (i) an equivalent range of services ("Full Service PBM Customers") and (ii) equal or lesser mail order penetration, generic dispensing rate, overall claim volume and enrolled members and (iii) similar formulary content, coverage parameters and utilization patterns which impacts overall rebate performance.

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The term Full Service PBM Customers means customers which purchase (i) pharmacy management coverage on an individual basis, excluding coalitions and (ii) a similar bundle of PBM services including but not limited to retail network management, claims processing, rebate contracting and management, mail order and specialty pharmacy fulfillment, formulary development and management, and pharmacy clinical programs with a similar set of plan design incentives and features to support similar results with respect to generic dispensing rate, mail order and captive specialty pharmacy fulfillment utilization, and formulary compliance.

In order to conduct the Market Check as accurately as possible, Consultant shall take into consideration any unique circumstances which may vary among Customer and the Similar Employers such as geographic distribution of members, utilized pharmacies and mix of drugs. In the event such circumstances require Consultant to make any adjustments, Aetna shall be entitled to review such adjustments before the results of the Market Check are shared with Customer. A response will be provided within 30 days following receipt of a complete Market Check review submission. Finally, the Market Check shall reflect the average aggregate value of the pricing terms offered to a minimum of three (3) Similar Employers. Should the Market Check indicate an average aggregate value providing greater than 1.5% gross cost savings to Customer, Aetna agrees to accept the Market Check and negotiate new pricing terms with Customer.

If Customer and Aetna mutually agree to new pricing terms, the Agreement shall be amended accordingly effective as of the first day of the next Contract Year (January 1, 2020) provided that customer provides written approval for financial changes within 30 days after the after Customer and Aetna have mutually agreed to new pricing terms and Aetna receives 60 days to implement the financial changes. If Customer and Aetna fail to agree to new pricing terms, Customer may terminate the agreement without financial penalty (i.e. Customer will receive all earned but unissued Rebates) provided Aetna receives at least 90 days prior written notice.

Additional Disclosures

The Customer acknowledges that the Retail Discounts and Dispensing Fees contained in this Agreement reflect a Traditional or Lock-In pricing arrangement. Traditional or Lock-In Pricing means that the amount charged to the Customer and Plan Participants for retail network claims may differ from the amount paid to Participating Retail Pharmacy and/or Aetna's PBM subcontractor and Aetna retains the difference, in addition to any other fees or charges agreed upon by Aetna and Customer, as compensation for the pharmacy benefit management services provided to the Customer.

Aetna reserves the right to make appropriate changes to these price points if any event materially impacts Aetna's net income derived under this Agreement. Such events include (i) the termination or material modification of any material manufacturer Rebate contract, (ii) any significant changes in the composition of Aetna's pharmacy network or in Aetna's pharmacy network contract compensation rates with its pharmacy network subcontractor, CVS Health, (iii) a change in government laws or regulations, (iv) a change in the Plan that is initiated by Customer, (v) AWP is discontinued or modified in whole or in part, or (vi) a greater than 15% change in enrollment or a material change, as defined by Aetna, in the

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drug utilization, plan design, geographic mix or demographic mix of the covered population from what was assumed at the time of underwriting. Aetna shall provide the Customer with at least sixty (60) days written notice of such changes together with a sufficiently detailed explanation supporting these price point changes. If sixty (60) days written notice is not practicable under the circumstances, Aetna shall provide written notice as soon as practicable.

Aetna reserves the right to modify its products, services, and fees, and to recoup any costs, taxes, fees, or assessments, in response to legislation, regulation or requests of government authorities. Any taxes or fees (assessments) applied to self-funded benefit Plans related to The Patient Protection and Affordable Care Act (PPACA) will be solely the obligation of the Plan sponsor. The pharmacy pricing contained herein does not include any such Plan sponsor liability.

Rebate Payment Terms

Rebates will be distributed on a quarterly basis by claim wire credit. Rebate allocations will be made within 180 days from the end of each calendar quarter, with payments issued to customers in the month following allocation. Rebates are paid on Prescription Drugs dispensed by Participating Pharmacies and covered under Customer's Plan. Rebates are not available for Claims arising from Participating Pharmacies dispensing Prescription Drugs subject to either their (i) own manufacturer Rebate contracts or (ii) participation in the 340B Drug Pricing Program codified as Section 340B of the Public Health Service Act or other Federal government pharmaceutical purchasing program. The Customer shall adopt the formulary indicated in the rebates section of this Service and Fee Schedule in order to be eligible to receive Rebates.

The rebate schedule will be as follows:

- Rebate calculations related to the first quarter will be paid in September of the same year
- Rebate calculations related to the second quarter will be paid in December of the same year
- Rebate calculations related to the third quarter will be paid in March of the following year
- Rebate calculations related to the fourth quarter will be paid in June of the following year

Aetna receives other payments from Prescription Drug manufacturers and other organizations that are not Prescription Drug Formulary Rebates and which are paid separately to Aetna or designated third parties (e.g., mailing vendors, printers). These payments are to reimburse Aetna for the cost of various educational programs. These programs are designed to reinforce Aetna's goals of maintaining access to quality, affordable health care for Plan Participants and the Customer. These goals are typically accomplished by educating physicians and Plan Participants about established clinical guidelines, disease management, appropriate and cost-effective therapies, and other information. Aetna may also receive payments from Prescription Drug manufacturers and other organizations that are not Prescription Drug Formulary Rebates as compensation for (i) bona fide services it performs, such as the analysis or provision of aggregated information regarding utilization of health care services and the administration of therapy or disease management programs and (ii) drug therapies that underperform pursuant to value-based contracting arrangements. Consequently, these other payments are not considered Rebates, and are not included in the Rebates provided to the Customer, if any, under this agreement.

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If this Agreement is terminated by Aetna for the Customer's failure to meet its obligations to fund benefits or pay administrative fees (medical or pharmacy) under the Agreement, Aetna shall be entitled to deduct deferred administrative fees or other plan expenses from any future rebate payments due to the Customer following the termination date.

Formulary Management

Aetna offers several versions of formulary options ("Formulary") for Customer to consider and adopt as Customer's Formulary. The formulary options made available to Customer will be determined and communicated by Aetna prior to the implementation date. Customer agrees and acknowledges that it is adopting the Formulary as a matter of its plan design and that Aetna has granted Customer the right to use one of its Formulary options during the term of the Agreement solely in connection with the Plan, and to distribute or make the Formulary available to Plan Participants. As such, Customer acknowledges and agrees that it has sole discretion and authority to accept or reject the Formulary that will be used in connection with the Plan. Customer further understands and agrees that from time to time Aetna may propose modifications to the drugs and supplies included on the Formulary as a result of factors, including but not limited to, market conditions, clinical information, cost, rebates and other factors. Customer agrees that any proposed additions and/or deletions to the Formulary will be adopted by Customer as a matter of Customer's plan design, and that Customer has the right to not implement any such addition or deletion, which such election shall be considered a Customer change to the Formulary. Customer also acknowledges and agrees that the Formulary options provided to it by Aetna is the business confidential information of Aetna and is subject to the requirements set forth in the Agreement.

Other Payments

Aetna may also receive other payments from drug manufacturers and other organizations that are not Rebates. These payments are generally for one of two purposes: (i) to compensate Aetna for bona fide services it performs, such as the analysis or provision of aggregated data or (ii) to reimburse Aetna for the cost of various educational and other related programs, such as programs to educate physicians and members about clinical guidelines, disease management and other effective therapies. These payments are not considered Rebates and are not included in Rebate sharing arrangements with plan sponsors, including without limitation, Customer.

Aetna's PBM subcontractor may also receive network transmission fees from its network pharmacies for services it provides for them. These amounts are not considered Rebates and are not shared with plan sponsors. These amounts are also not considered part of the calculation of claims expense for purposes of Discount Guarantees.

Customer agrees that the amounts described above are not compensation for services provided under this Agreement by either Aetna or Aetna's PBM subcontractor, and instead are received by Aetna in connection with network contracting, provider education and other activities Aetna conducts across its book of business. Customer further agrees that the amounts described above belong exclusively to

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Aetna or Aetna's PBM subcontractor, and Customer has no right to, or legal interest in, any portion of the aforesaid amounts received by Aetna or Aetna's PBM subcontractor.

Rebates for Specialty Products that are administered and paid through the Plan Participant's medical benefit rather than the Plan Participant's pharmacy benefit will be retained by Aetna as compensation for Aetna's efforts in administering the preferred Specialty Products program. Payments or rebates from drug manufacturers that compensate Aetna for the cost of developing and administering value-based rebate contracting arrangements when drug therapies underperform thereunder also will be retained by Aetna.

Late Payment Charges

If the Customer fails to provide funds on a timely basis to cover benefit payments and/or fails to pay service fees on a timely basis as required in the Agreement, Aetna will assess a late payment charge. The current charges are outlined below:

- i. Late funds to cover benefit payments (e.g., late wire transfers): 12.0% annual rate
- ii. Late payments of Service Fees: 12.0%, annual rate

In addition, Aetna will make a charge to recover its costs of collection including reasonable attorney's fees. We will notify the Customer of any changes in late payment interest rates. The late payment charges described in this section are without limitation to any other rights or remedies available to Aetna under the Service and Fee Schedule or at law or in equity for failure to pay.

Pharmacy Audit Rights and Limitations

Customer is entitled to one annual Rebate audit, subject to the audit terms and conditions outlined in the pharmacy services schedule.

Customer is entitled to an annual electronic claim audit subject to standard pharmacy benefit audit practices and audit terms and conditions outlined in the pharmacy services schedule.

Pharmacy audits shall be conducted at the Customer's own expense unless otherwise agreed to between the Customer and Aetna.

Aetna Specialty Pharmacy

Discounts and Dispensing Fees for Specialty Products that are covered under the pharmacy plan and dispensed to Plan Participants through Aetna Specialty Pharmacy (ASRx) are indicated on the Specialty Pharmacy Addendum. A copy of the Customer's Specialty Pharmacy Addendum will be provided at renewal and upon request and may be modified by Aetna from time to time.

Limited Distribution Specialty Products

Certain Specialty Products may not be available at Aetna Specialty Pharmacy (ASRx) due to restricted or limited distribution requirements. These Specialty Products are referred to as Limited Distribution

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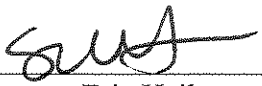
Specialty Products. Aetna has contracted with other network pharmacies to dispense Limited Distribution Specialty Products which are excluded from the pricing and terms contained in this Agreement. A copy of the current list of Limited Distribution Specialty Products may be obtained from Aetna upon request.

[Remainder of this page left intentionally blank.]

IN WITNESS WHEREOF, this First Amendment of the Agreement has been signed and sealed,
in duplicate, by the respective parties hereto.

DATED this 27 day of July, 2020 by the Lee County Board of County
Commissioners.

COUNTY: LEE COUNTY, FLORIDA

BY: 
Erin Hailstone
Director of Human Resources

APPROVED as to Form for the Reliance of
Lee County Only

BY: 
County Attorney's Office

DATED this 10 day of July, 2020 by Aetna Life Insurance Company

ATTEST:

BY: Cathy Aguirre Digitally signed by Cathy Aguirre
Date: 2020.07.10 14:45:23 -0400
Authorized Signature

Scott Weber Digitally signed by Scott Weber
Date: 2020.07.10 14:50:28 -0400
(Witness)

Cathy Aguirre
Authorized Signature Printed Name

Market Head of Service and Sales
Authorized Signature Title

CORPORATE SEAL: