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

THIS THIRD 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 MEDICAL SERVICE AND FEE SCHEDULE and PRESCRIPTION DRUG SERVICE AND FEE SCHEDULE TO THE MASTER SERVICES AGREEMENT attachment to the Agreement to allow for additional terms specific to the Medical and Pharmacy Benefit programs; and,

WHEREAS, it was also discovered after the execution of the Agreement that it would be in the best interest of the Customer to include updated terms to the MEDICAL SERVICE AND FEE SCHEDULE and PRESCRIPTION DRUG SERVICE AND FEE SCHEDULE subsection of the General Administration and Claim Wire Billing sections of the MEDICAL SERVICE AND FEE SCHEDULE and PRESCRIPTION DRUG SERVICE AND FEE SCHEDULE TO THE MASTER SERVICES AGREEMENT attachment to the Agreement; and,

WHEREAS, the Parties desire to modify the MEDICAL SERVICE AND FEE SCHEDULE and 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 January 1, 2023, the Parties agree that the "Terms & Conditions" section, on page 18, of the MASTER SERVICES AGREEMENT, MSA-881673, MEDICAL

SERVICE AND FEE SCHEDULE TO THE MASTER SERVICES AGREEMENT and the "Terms & Conditions" section, on page 42, of the MASTER SERVICES AGREEMENT, MSA-881673, PRESCRIPTION DRUG SERVICE AND FEE SCHEDULE TO THE MASTER SERVICES AGREEMENT attachment to the Agreement shall be superseded by the following, and in all other respects the MEDICAL SERVICE AND FEE SCHEDULE and PRESCRIPTION DRUG SERVICE AND FEE SCHEDULE remains unchanged:

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MEDICAL
SERVICE AND FEE SCHEDULE
TO THE MASTER SERVICES AGREEMENT
EFFECTIVE January 1, 2023

The Services Fees and Services effective for the period beginning January 1, 2023 and ending December 31, 2024 are specified below. They shall be amended for future periods, in accordance with Section 1 of the Agreement. Any reference to "Member" shall mean a Plan Participant as defined in the Agreement.

Programs and Services – Self-Funded	**Effective Date: January 01, 2023**	
Program Summary	**Choice POS II**	**OA Aetna Select**
Programs & Services Included in the Service Fee		
Mature Base Service Fee	**$32.82**	**$32.82**
Implementation, Account Management & Plan Administration		
Designated Account Management Team	Included	Included
Designated Implementation Manager	Included	Included
Onsite Open Enrollment Meeting Preparation	Included	Included
Open Enrollment Marketing Material (Standard) Onsite Meeting Preparation	Included	Included
Digital ID Cards	Included	Included
Summary of Benefits and Coverage (SBC)	Included	Included
Claim Fiduciary Option 1	Included	Included
External Review	Included	Included
Network Services		
Institutes of Excellence™	Included	Included
Institutes of Quality® (IOQ) Program	Included	Included
Custom Teladoc	Included	Included
National Medical Excellence Program® - Transplant Coordination	Included	Included
Network access	Included	Included
Care Management		
Aetna Compassionate Care Program	Included	Included
Aetna Health Connections℠ - Disease Management	Included	Included
Aetna Maternity Program	Included	Included
MedQuery®	Included	Included
Utilization Management	Included	Included
Member Resources		
Member Website and Mobile Experience	Included	Included
MindCheck℠	Included	Included
Wellness		
24-Hour Nurse Line: 1-800# Only	Included	Included
Aetna Healthy Commitments℠ - Enhanced Metabolic	Included	Included
Personal Health Record	Included	Included
Simple Steps to Healthier Life® Health Assessment	Included	Included
Allowances		
Wellness Allowance - $200,000	Included	Included
Communication Allowance - $20,000	Included	Included

Reporting and Integration		
Analytic Consultation from Plan Sponsor Insights	10 Hours	10 Hours
Clinical Consultation from Plan Sponsor Insights	50 Hours	50 Hours
Monthly Universal File Feeds (12 medical & 12 Rx Files)	Included	Included
(Ongoing)	Included	Included
Behavioral Health		
Managed Behavioral Health	Included	Included
Behavioral Health Condition Management Program - Standard	Included	Included
Applied Behavior Analysis (ABA)	Included	Included
AbleTo Network - subject to member cost share	Included	Included

Programs & Services Included in the Claim Wire

Network Services		
Subrogation‡	37.5% of recovered amount will be retained.	37.5% of recovered amount will be retained.
Coordination of Benefits and other contracted services‡	Up to 37.5% of recovered amounts will be retained.	Up to 37.5% of recovered amounts will be retained.
Third Party Claim and Code Review Program‡	Up to 37.5% of recovered amounts will be retained.	Up to 37.5% of recovered amounts will be retained.
National Advantage™ Program	We will retain 40% of savings	We will retain 40% of savings
Facility Charge Review (FCR) – Standard	Included	Included
Itemized Bill Review	Included	Included
Data iSight™	Included	Included
Care Management		
Enhanced Clinical Review Program – High Tech Imaging (PMPM)††	$0.35	$0.35
Enhanced Clinical Review Program – Diagnostic Cardiac (PMPM)††	$0.10	$0.10
Enhanced Clinical Review Program – Sleep Management (PMPM)††	$0.05	$0.05
Enhanced Clinical Review Program – Cardiac Implantable Devices (PMPM)††	$0.05	$0.05
Enhanced Clinical Review Program – Interventional Pain (PMPM)††	$0.10	$0.10
Enhanced Clinical Review Program – Hip and Knee Arthroplasties (PMPM)††	$0.05	$0.05

‡ Details can be found in our UW Disclosure document located at the following URL:
https://www.aetna.com/document-library/large-group-public-labor-self-funded-medical-underwriting-disclosures-12-01-2021.pdf

†† The cost is stated on a per member, per month (PMPM) basis. The fee is only charged to those members who fall into service areas where the program is available.

PRESCRIPTION DRUG
SERVICE AND FEE SCHEDULE
TO THE MASTER SERVICES AGREEMENT
EFFECTIVE January 1, 2023

Pharmacy Discounts & Fees

Pricing Arrangement	Traditional
Network	Aetna National Network
Employees	4,216

RETAIL		
	01/01/2023	**01/01/2024**
Brand Discount	AWP – 19.25%	AWP – 19.35%
Generic Discount	AWP- 82.40%	AWP - 82.60%
Dispensing Fee	$0.90 per script	$0.90 per script

MAIL ORDER PHARMACY/MAINTENANCE CHOICE		
Mail Benefit Type	Voluntary Maintenance Choice	
	01/01/2023	**01/01/2024**
Brand Discount	AWP – 25.00%	AWP – 25.10%
Generic Discount	AWP – 84.40%	AWP – 84.60%
Dispensing Fee	$0.00 per script	$0.00 per script

SPECIALTY PHARMACY		
Network	Specialty Network	
Product List	Aetna Specialty Product List	
	01/01/2023	**01/01/2024**
Discount	AWP – 20.00%	AWP – 20.50%

ALLOWANCES		
	01/01/2023	**01/01/2024**
General Allowance	$125,000.00	$125,000.00

Rebates

REBATES		
Formulary	Aetna Standard Opt Out Formulary with ACSF Formulary	
Plan Design	3 Tier Qualifying	
Rebate Terms	Customer will receive the following minimum rebate guarantees:	
	01/01/2023	**01/01/2024**
Retail	Greater of 100% or $183.00 Per Brand Script	Greater of 100% or $205.00 Per Brand Script
Mail Order/Maintenance Choice	Greater of 100% or $628.00 Per Brand Script	Greater of 100% or $679.00 Per Brand Script
Specialty	Greater of 100% or $ $2,597.00 Per Brand Script	Greater of 100% or $3,109.00 Per Brand Script

Capitalized terms in the pricing charts above are not intended to reflect defined terms except where specifically noted in the Master Services Agreement (MSA).

Standard core as well as additional and third-party service options are described in the Aetna Pharmacy Program Summary incorporated herein by reference.

Terms & Conditions

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

- To the extent the pricing and services outlined in this document are part of a renewal to the Customer, the pricing set forth herein is valid for 90 days from the date of such offer.
- This pricing has an effective date of January 1, 2023. In order for Aetna to implement the pricing as set forth above by the effective date, a notification of award must be given 90 days prior to effective date.
- Our renewal assumes that Aetna administers both the medical and pharmacy benefits for Customer on an integrated basis. If Customer elects to use a different vendor to provide medical benefits, then Aetna reserves the right to adjust the pricing contained in this proposal.
- The pricing and services contained herein are limited to prescription drugs dispensed by a Participating Pharmacy to Plan Participants.
- Participating Pharmacy shall give the Plan Participant the benefit of the lesser of (i) the Participating Pharmacy's Usual and Customary Charge, (ii) MAC (where applicable) or (iii) discounted AWP cost. Participating Pharmacy shall collect and retain from the Plan Participant at the time of dispensing the lesser of (i) the Cost Share; (ii) the Participating Pharmacy's Usual and Customary Charge, (iii) MAC (where applicable) or (iv) discounted AWP cost.
- 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, limited distribution drug (LDD) Claims, direct Plan Participant reimbursement / out-of- network claims, in-house pharmacy claims, vaccines (including for COVID) and other COVID testing-related Claims. In addition, we do not identify or administer any claims for 340B.
  - **340B Claim"** means a Claim identified by the submission of "20" in any of the submission clarification code fields and/or a Claim submitted by a Participating Pharmacy owned by a covered entity, as defined in Section 340B(a)(4) of the Public Health Services Act, whose 340B status is coded as "38" or "39" in the NCPDP DataQ database.
  - Retail pricing guarantees exclude claims that reflect the Usual & Customary Retail Price.
  - Single Source Generic Drugs are included in the Generic Discount guarantees.
  - Prescriptions dispensed by Participating Specialty Pharmacies are included in the 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.
- Pricing and terms in this proposal assume the Customer has elected Aetna 's Standard Opt Out Formulary with ACSF and the Choose Generics program.
- The proposed formulary includes certain preferred Brand Drugs where the Tier 1 cost share shall be assessed to Members
- Specialty Network means that Plan Participants are required to use the participating Specialty Pharmacies (no fills at retail allowed).
- The Overall Effective Discount (OED) offer is conditioned on Aetna being the exclusive provider of Specialty Services with the exception of the HIV class and Client implementing and maintaining a generics first plan design for specialty. Aetna may amend the individual Specialty Drug discounts from time to time to manage the financial guarantee. The financial guarantee is measured and reconciled annually across all Specialty Drugs dispensed by Aetna Specialty pharmacy, including through the Specialty Connect program, with the exception of the following exclusions (in addition to the standard exclusions).
  - New to market Brand Specialty Products
  - Limited distribution drugs

For the items noted here, the following quoted rates shall apply:

- New to market Specialty Products: AWP - 15% or MAC, if applicable (until a final price is determined and made available in the next published Specialty Pharmacy Addendum)
- Biosimilars: AWP - 15%
- New to market limited distribution drugs: AWP - 10% (until a final price is determined and made available in the next published Specialty Pharmacy Addendum)
- Limited distribution drugs: AWP - 10%

MAC: Certain dosage forms and strengths may not be included on the MAC list and shall be priced at the specialty default rate. In the event retail leakage increases by a percentage change of 10%, or more, from the effective date of the agreement, Aetna reserves the right to amend pricing.

- Our financial offer does not assume any adoption of the Transform Diabetes Program. If customer offers a Diabetes Management program, either by Aetna or another vendor, the proposed rebates will need to be re-evaluated.
- Rebate guarantees will exclude the claims noted below; however, any Rebate collected by Aetna for such claims will be passed through to the Customer in accordance with the Rebate terms described herein.
- Rebate guarantees may be subject to:
  - The adoption of Specialty Guideline Management (SGM) program
  - Plan performance that is materially the same as the baseline data provided by Customer and relied upon by Aetna, including information regarding enrollment and utilization of pharmacy services.
- Rebate guarantees will exclude the claims noted below; however, any Rebate collected by Aetna for such claims will be passed through to the Customer in accordance with the Rebate terms described herein. The above rebate guarantees exclude.:
  - Over the Counter (OTC) Claims
  - Limited distribution drug (LDD) Claims
  - 340B Claims
  - Compound Drug Claims
  - Paper or Member Submitted Claims
  - Coordination of Benefits (COB) or secondary payor Claims
  - Vaccine (including for COVID) and vaccine administration Claims
  - Other COVID testing-related Claims
  - Biosimilar Claims
  - Claims approved by Formulary Exception
- Rebate guarantees assume Advanced Control Specialty Formulary.
- Specialty rebate guarantees apply to Specialty Product claims at all channels.
- Brand drug claims in the HIV therapeutic category are included in the retail rebate guarantees.
- To receive the rebate guarantees noted:
  - Two-tier qualifying plan designs - will consist of an open plan design, with the first tier comprised of Generic Drugs and the second tier comprised of Brand Drugs. There are no requirements for a minimum Cost Share differential between these tiers. The plan design

may need to implement formulary interventions recommended by Aetna.

- Three-tier non-qualifying plan designs – maintain a first tier comprised of Generic Drugs, a second tier comprised of preferred Brand Drugs, and a third tier comprised of non-preferred Brand Drugs.
- Three-tier qualifying plan designs – maintains a first tier comprised of Generic Drugs, a second tier comprised of preferred Brand Drugs, and a third tier comprised of non-preferred Brand Drugs. The plan design maintains at least a $15.00 co-payment differential between preferred and non-preferred Brand Drugs, at least a $15.00 differential in the minimum co-payment for coinsurance, or a differential of coinsurance 1.5 times or 50 percentage points between the preferred and non-preferred Brand Drugs (for example, if preferred brand coinsurance was 20%, non-preferred brand would need to be 30% to qualify).
- Rebate guarantees are measured individually by component and reconciled in the aggregate on an annual basis within 12 months 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.

Allowances

Allowances which are based on the information available to Aetna during this process 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. It is the intention of the parties that, for purposes of the Federal Anti-Kickback Statute, this credit shall constitute and shall be treated as discounts against the price of drugs within the meaning of 42 U.S.C. §1320a-7b(b)(3)(A). The parties acknowledge and agree that the allowances provided by Aetna are commercially reasonable and necessary services related to this Agreement, including without limitation, implementation, audit, communication and/or external data file/feeds, and represent fair market value for the services provided.

General Allowance

Aetna is including a general allowance up to $125,000 annually. The Customer can use this allowance for implementation, audit, communication or external data file/feeds.

Market Check

Once during the second quarter of the second contract year, and at Customer's reasonable request, Aetna and Customer or a mutually agreed upon third party with a signed non-disclosure agreement may review the financial terms of Customer compared to financial offering presented to similar employers in the marketplace as deemed appropriate. The parties agree for the purpose of this market check that Aetna or Customer's representative will compare, among other things, the following factors to determine whether Customer is entitled to such revised pricing terms: (i) the aggregate pricing terms of such applicable customers of comparable size, inclusive of the program savings, the retail pricing for brand and generic drugs, pricing for specialty drugs, administrative fees, rebates and guarantees; (ii) the services provided by Aetna to such customers; and (iii) the plan design of such customers, which may include plan formulary, brand/generic utilization information and mail and retail utilization information, available to Aetna.

Customer, or its representative, shall provide Aetna with a report to substantiate its findings. Should the comparison demonstrate that the current market conditions would yield a savings of 2% or more in net costs (i.e. gross costs net of administration fees and rebate guarantees), then the parties will discuss in good faith a revision to the current pricing terms and other applicable contract provisions.

If Customer and Aetna agree to any revisions to the financial terms as a result of this review: (i) the agreement shall be amended and (ii) shall be effective January 1 of the contract year following agreement on such revisions, provided that the parties agree on final pricing not less than 120 days prior to the first day of the contract year as to which the revisions are to apply.

Additional Disclosures

The Customer acknowledges that the 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 network claims may differ from the amount paid to Participating Pharmacy 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.

The financial provisions in this Agreement are based upon Claims data and membership information provided by Customer (or Customer's authorized representative) during the pricing request process, which shall serve as the baseline. Aetna reserves the right to make an equitable adjustment to modify or amend the financial provisions set forth herein in a manner designed to account for the impact of specific triggering events identified below ("Equitable Adjustment").

1. Greater than 15% change in total membership or Claims volume as compared to the baseline
2. Customer-initiated change to the Benefit Plan Design, or Formulary alignment. To the extent applicable, Aetna will notify Customer in advance of any proposed Equitable Adjustment
3. Unexpected product offering decisions by drug manufacturers including an unexpected launch of a generic product; a brand product unexpectedly converted to OTC status; or the introduction of a lower cost alternative product that replaces an existing rebateable brand product
4. Other events triggering an Equitable Adjustment as detailed below:
    - Legal and/or regulatory changes specific to customers which negatively affects the economic value of the Agreement to a party or the parties under the Agreement, for example restrictions on preferred or limited network arrangements; policy changes impacting drug manufacturers which negatively affect the economic value of the Agreement including the ability to provide or maintain discounts or Rebates; and/or
    - An inability to access, or changes to, industry pricing information (e.g. AWP) required to support the current economic structure of the Agreement.

If one or more of such triggering events occurs, Aetna may initiate a review to determine if an Equitable Adjustment to any of the financial provisions is warranted as a direct result of the triggering event(s). Aetna will conduct an analysis based upon Customer-specific Claims, utilization, and membership data demonstrating how the triggering event(s) result in the proposed Equitable Adjustment. Any such Equitable Adjustment based upon events #1 or #2 described above shall be effective on the first day that the triggering event occurred. Any such Equitable Adjustment based upon events #3 or #4 described

above shall be effective 30 days after notification to Customer. Aetna will provide documentation of the reason for the proposed Equitable Adjustment in addition to a summary analysis demonstrating that the Equitable Adjustment is solely related to the impact of the specific triggering event. Aetna will disclose necessary facts and data to an independent auditor for validation.

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 Customer. The pharmacy pricing contained herein does not include any such Customer liability.

Rebate Payment Terms

Rebates will be distributed on a quarterly basis by claim wire credit.

Rebate collections are paid quarterly ninety (90) days after the quarter closes. Rebates are calculated and paid in accordance with the terms and conditions of this Agreement.

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 g b 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.

Earned Rebates are distributed in March, June, September and December each contract year.

If this Agreement is terminated by Aetna for the Customer's failure to meet our 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 our 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 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

The term "Rebates" as defined in the Prescription Drug Services Schedule does not mean or include any manufacturer administrative fees that may be paid by pharmaceutical manufacturers to cover the costs related to the reporting and administration of the pharmaceutical manufacturer agreements. Such manufacturer administrative fees are not shared with Customer hereunder.

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 Customers.

Aetna may also receive network transmission fees from our network pharmacies for services we provide for them. These amounts are not considered Rebates and are not shared with Customers. These amounts are also not considered part of the calculation of claims expense for purposes of Discount Guarantees, if applicable.

Customer agrees that the amounts described above are not compensation for services provided under this Agreement by either Aetna or CVS Caremark and instead are received by Aetna in connection with network contracting, provider education and other activities Aetna conducts across our book of business. Customer further agrees that the amounts described above belong exclusively to Aetna or it's affiliate, CVS Caremark, and Customer has no right to, or legal interest in, any portion of the aforesaid amounts received by Aetna or CVS Caremark.

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.

Early Termination

In the event Customer terminates Aetna's arrangement of prescription drug benefit services as described in the Prescription Drug Services Schedule and Pharmacy Service and Fee Schedule to the Agreement prior to December 31, 2024 (an "Early Termination") Aetna shall retain any earned but unpaid rebates as of the Early Termination date subject to any exception thereto provided herein. In the event of an Early Termination, the pharmacy guarantees described hereunder, if any, shall be considered null and void for the Plan year and, therefore, not subject to reconciliation.

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 our 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.

Customers Right to Pharmacy Claims Audit

We share information with a qualified auditor under a strict confidentiality agreement that prohibits disclosure of this information to any third part. In addition, no party may use this information for any purposes other than the audit. Auditors must not have a conflict of interest, past business or other relationships which would prevent the auditor from performing a complete independent audit. A conflict of interest includes, but is not limited to, a situation in which the audit agent:

- Is employed by an entity, or any affiliate of the entity, which is a competitor to our benefits or claims administration business or our mail service and specialty pharmacy businesses.
- Is affiliated with a vendor we subcontract with to adjudicate claims or provide services in connection with our administration of benefits or provision of mail service and specialty pharmacy services.

Claims audit details

You have the right to have one pharmacy claims audit per year. This includes the pharmacy claims that Aetna has processed on behalf of your plan. These are claims for your population and submitted by participating pharmacies or a pharmacy benefits manager under contract with Aetna in accordance with this our Prescription Drug Service and Fee Schedules. Pharmacy audits may be performed at Aetna's Minnetonka, MN or Hartford, CT location. We define an "audit" as performing a review of claim transactions for assessing the accuracy of benefit determinations.

We ask that you begin any claims audit within two (2) years following the period you wish to audit. While we provide a full data file of all claims processed for the audit period, the size of the audit sample may not exceed 250 claim transactions, without our mutual written consent.

Claim audits are subject to the audit standard included in our Prescription Drug Services contact. In the case of electronic Claim audits that follow standard pharmacy benefit audit practices where electronic re-adjudication of Claims is requested and processed off-site, you may elect to audit 100 percent (100%) of claims.

We are not responsible for paying your audit fees or your costs associated with the audit.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last below written.

WITNESS:

Signed By: Ruth Zafra

Print Name: Ruth Zafra

AETNA LIFE INSURANCE COMPANY

Signed By: Cathy Aguirre

Print Name: Cathy Aguirre

Title: Head of Sales + Service, Public + Labor

Date: 5/25/2022

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: Vice-CHAIR

DATE: 6/13/22

ATTEST:
CLERK OF THE CIRCUIT COURT

BY: Melissa Butler

Melissa Butler
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS SEAL LEE COUNTY, FLORIDA

APPROVED AS TO FORM FOR THE RELIANCE
OF LEE COUNTY ONLY:

BY: Undrea L. Fraser

OFFICE OF THE COUNTY ATTORNEY