



**AMENDMENT NO. # 7**  
**RFP NO. 604027-16**  
**PRESCRIPTION BENEFITS MANAGER FOR CLARK COUNTY'S**  
**SELF-FUNDED PRESCRIPTION DRUG PLAN**

**THIS AMENDMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2025, by and between CLARK COUNTY, NEVADA (hereinafter referred to as "COUNTY"), and NAVITUS HEALTH SOLUTIONS, LLC (hereinafter referred to as "PROVIDER").

**WITNESSETH:**

**WHEREAS** the parties entered into an agreement under RFP Number 604027-16, entitled "Prescription Benefits Manager for Clark County's Self-Funded Prescription Drug Plan" dated August 19, 2016 (hereinafter referred to as CONTRACT); and

**WHEREAS** the parties desire to amend the CONTRACT.

**NOW, THEREFORE**, the parties agree to amend the CONTRACT as follows:

1. Page 1, Section I: Term of Contract, as revised by Amendment No. 4:

ORIGINALLY READ:

"COUNTY agrees to retain PROVIDER for the period from date of award through December 31, 2017, with the option to renew for eight (8), one-year periods subject to the provisions of Sections II and VIII herein. During this period, PROVIDER agrees to provide services as required by COUNTY within the scope of this CONTRACT."

REVISED TO READ:

"COUNTY agrees to retain PROVIDER for the period from date of award through December 31, 2017, with the option to renew for eleven (11), one-year periods subject to the provisions of Sections II and VIII herein. During this period, PROVIDER agrees to provide services as required by COUNTY within the scope of this CONTRACT."

2. Page 1-1, Exhibit 1 – Administrative Services Fee Schedule, Paragraph 1:

ORIGINALLY READ:

"Client agrees to pay PROVIDER an administrative fee of \$3.98 per Cardmember per month, which includes \$0.15 per Cardmember per month paid for an ongoing network management fee. PROVIDER will pay to Client a one-time implementation credit in the amount of \$125,000, which will be paid to Client within 30 days after execution of this Contract. At the beginning of the third full year of the Contract and at the beginning of year four and five, the amount of the administrative charge shall be increased by three percent (3%) for business-related expenses and

years six and seven will have zero percent (0%) increase for business-related expenses. The administrative fee does not include fees for certain additional charges, described below.”

REVISED TO READ:

“Client agrees to pay PROVIDER an administrative fee of \$4.36 per Cardmember per month. On January 1, 2027, the administrative fee will be increased to \$4.50 per Cardmember per month. On January 1, 2028, the administrative fee will be increased to \$4.64 per Cardmember per month. After completion of this CONTRACT term on December 31, 2028, this CONTRACT will renew only upon the mutual agreement of the Parties in writing. Any additional Renewal Terms shall be subject to termination rights as otherwise provided in this CONTRACT. The administrative fee does not include fees for certain additional charges, described below.”

3. Exhibit 2 – Prescription Pricing Schedule is replaced in its entirety with Revised Exhibit 2 attached to this Amendment No. 7.
4. Page 3-23, Exhibit 3-A, Administrative Pricing Schedule, Section 1 – Administrative Fees:

ORIGINALLY READ:

“Client shall pay PROVIDER an administrative fee of \$11.88 per Member per month (the “PROVIDER PMPM”) for the first two years of the Initial Term, and the PROVIDER PMPM as modified thereafter as follows: At the beginning of the third full year of the Contract and at the beginning of year four and five the amount of the administrative charge shall be increased by three percent (3%) for business-related expenses and years six and seven will have a zero percent (0%) increase for business-related expenses. In exchange for the PROVIDER PMPM, PROVIDER shall provide, and work with Sponsor to provide the following services:”

REVISED TO READ:

“Client shall pay PROVIDER an administrative fee of \$12.98 per Member per month (the “PROVIDER PMPM”) for the period of January 1, 2026, through December 31, 2026. The administrative fee shall increase to \$13.37 per Member per month for the period of January 1, 2027, through December 31, 2027. The administrative fee shall increase to \$13.78 per Member per month for the period of January 1, 2028, through December 31, 2028. In exchange for the PROVIDER PMPM, PROVIDER shall provide, and work with Sponsor to provide the following services below. After completion of this CONTRACT term on December 31, 2028, this CONTRACT will renew only upon the mutual agreement of the Parties in writing. Any additional Renewal Terms shall be subject to termination rights as otherwise provided in this CONTRACT.

5. Exhibit 3-B EGWP Prescription Pricing Schedule is replaced in its entirety with Revised Exhibit 3-B EGWP Prescription Pricing Schedule attached to this Amendment No.7.
6. Add Exhibit 8 – Access Guidance Services Addendum, attached to this Amendment No. 7.
7. The revisions contained in this Amendment are effective as of January 1, 2026.

This Amendment No. 7 represents an increase of \$2,685,496.

Except as expressly amended herein, the terms and conditions of the CONTRACT and all prior executed amendments which have not been expressly modified by this Amendment shall remain in full force and effect.

**PROVIDER:**  
NAVITUS HEALTH SOLUTIONS, LLC

By: *Gayle Fisher*  
17F7113C81A13D82B19AF82BA2C5FBD1 contractworks  
GAYLE FISHER  
VP, Strategic Accounts & Contract Analysis

Date: 08/17/2025

**COUNTY:**  
COUNTY OF CLARK, NEVADA

By: \_\_\_\_\_  
JESSICA COLVIN  
Chief Financial Officer

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**  
STEVEN B. WOLFSON, District Attorney

By: *Sarah Schaerrer*  
Sarah Schaerrer (Aug 20, 2025 11:03:09 PDT)  
SARAH SCHAERRER  
Deputy District Attorney

Date: Aug 20, 2025

**Exhibit 2**  
**PRESCRIPTION PRICING SCHEDULE**  
**Revised Per Amendment No. 7**

**Section E2.1. General.**

1. Guaranteed Average Rates; Pass-Through Model. COUNTY acknowledges that the discount rates and dispensing fees set forth below are guaranteed average discounts established for the pricing distribution channels necessary to meet access requirements. COUNTY acknowledges that 100% of the pricing will be passed through to COUNTY from the participating pharmacies. PROVIDER agrees to negotiate to achieve or exceed these guaranteed average rates. Any discounts obtained by PROVIDER that exceed the guaranteed averages stated below will be passed through to COUNTY. It is acknowledged by both parties that individual contracts may vary from the guaranteed average rate based upon negotiation.
2. Days' Supply. Retail 30-day pricing applies to a supply of Covered Products between 1 and 83 days. Retail 90-day pricing applies to a supply of Covered Products for 84 or more days.
3. Mail Service Pharmacy. The Mail Service Pharmacy for the applicable pricing guarantees hereunder is: Costco Mail Order.

**Section E2.2. Network Rates; Specialty Rates; Rebates.** PROVIDER will deliver the entire value of the network reimbursement terms and the manufacturer Rebates set forth below, including all upside performance. In accordance with a full pass-through model, the financial performance in one channel can be used to offset a shortfall within that channel but cannot be used to offset performance between channels; channels include retail network pricing, mail order pricing, specialty pricing. Rebate guarantees will be reconciled in aggregate across all channels. Should a shortfall occur after applying this methodology, PROVIDER will place up to 25% at risk for any shortfall to compensate COUNTY for a missed financial guarantee. All financial conditions outlined for each channel in financial guarantees must be met.

1. Network Rates; Pricing Conditions. PROVIDER passes through all network discounts and dispensing fees to COUNTY. The amount paid to the pharmacy will be the same amount invoiced to COUNTY. The contracted discount and dispensing fee for each Participating Pharmacy will vary, causing the actual reimbursement paid to each Participating Pharmacy to be greater or less than the effective guarantees. The network guarantees are representative reimbursement amounts (including AWP discount and MAC) and dispensing fees for those Participating Pharmacies. PROVIDER'S transparent, full pass-through model, COUNTY pays the actual reimbursement rate (discounts and dispense fees) paid to the dispensing pharmacy from which the Claim originates, less the Copayment, Coinsurance, and Deductible. The contracted discount for each Participating Pharmacy will vary, causing the actual reimbursement paid to each Participating Pharmacy to be greater or less than the guarantees identified. Guarantees represent the average performance of all Participating Pharmacies.

PROVIDER will manage the pharmacy credentialing and contracting process, will determine which pharmacies are eligible to participate in the network, and will negotiate all pharmacy pricing and terms. Network participation will vary, and PROVIDER does not guarantee the number of Participating Pharmacies in the network.

AWP and WAC pricing is reflective of the 11-digit National Drug Code (NDC) as of the date of service, and as reported and verifiable by Medi-Span, a national pricing source. Unless it is otherwise unavailable, in which case a mutually agreed upon nationally recognized alternative would be used, Medi-Span is PROVIDER'S only source of drug pricing data used for all Claims adjudication.

- (a) General Conditions. For the applicable guarantees to be in effect, the following conditions apply:
- (i) A minimum of 1,000 Claims per pricing component each annual reporting period.
  - (ii) Use of the PROVIDER Formulary. Guarantees are subject to change in response to a material Formulary and/or Plan design change.
  - (iii) Use of Costco Mail Order as the sole Mail Service Pharmacy.
- (b) Claims Exclusions. Network discounts and dispensing fee guarantees exclude the following Claim types:
- (i) Compound Claims
  - (ii) Paper/Member submitted/direct Member reimbursement Claims.
  - (iii) Secondary payer (Coordination of Benefit) Claims
  - (iv) Subrogation Claims
  - (v) Vaccine Claims
  - (vi) Long-term care/assisted living facility Claims.
  - (vii) Home infusion Claims
  - (viii) Non-specialty drugs filled through a Specialty Pharmacy
  - (ix) Claims paid at state or federal government required amounts
- (c) Provider Exclusions. Network discounts and dispensing fees guarantees exclude the following providers:
- (i) Military/government pharmacies
  - (ii) Pharmacies deemed by COUNTY as necessary to include in the network, but which do not meet PROVIDER'S discount or credential standards
  - (iii) Pharmacies that hold a direct agreement with the COUNTY
- (d) Equitable Adjustments. PROVIDER reserves the right to equitably adjust guarantees in response to any of the following scenarios:
- (i) More than 2.00% of Claims originate from Alabama, Arkansas, Colorado, Iowa, Indiana, Kentucky, Louisiana, Montana, Tennessee designated Low Volume Pharmacies, West Virginia, Alaska, Hawaii, Massachusetts, Puerto Rico, any U.S. Territory, or rural pharmacies.
  - (ii) Any future government rules or regulation that requires pharmacy reimbursement minimums or change in methodology.
- (e) Network Pricing; Navicare National Value Network excluding CVS with Costco Mail. Network discounts and dispensing fee guarantees based on the implementation of the Navicare National Value Network excluding CVS with Costco Mail. If COUNTY chooses an alternative benefit design, PROVIDER reserves the right to provide updated discount guarantees.

Reimbursement for each Branded Covered Product, not requiring compounding, dispensed by a Participating Pharmacy will be based upon the lower of: (1) AWP, less an average of the applicable percentage in the below table, plus an average dispensing fee of the applicable dispensing fee in the below table; (2) such pharmacy's Usual and Customary Price; or (3) the amount submitted by the Participating Pharmacy.

Reimbursement for each Generic Covered Product dispensed by a Participating Pharmacy will be the lower of: (1) the PROVIDER MAC plus a dispensing fee, if applicable; (2) each Participating Pharmacy's respective contracted price for such Covered Product, including a discount plus a dispensing fee; (3) such Participating Pharmacy's Usual and Customary Price; or (4) the amount submitted. The average effective discount performance for Generic Covered Product is AWP minus the applicable percentage in the below table, plus an average dispensing

fee of the applicable dispensing fee in the below table.

Navicare National Value Network excluding CVS with Costco Mail		Discount off of AWP			Dispensing Fees		
		Guarantees			Guarantees		
Pharmacy Type	Brand/ Generic	2026	2027	2028	2026	2027	2028
Retail 30 Day	Brands	20.05%	20.10%	20.15%	\$0.54	\$0.52	\$0.50
Retail 30 Day	Generics	86.00%	86.00%	86.00%	\$1.16	\$1.14	\$1.12
Retail 90 Day	Brands	23.00%	23.00%	23.00%	\$0.00	\$0.00	\$0.00
Retail 90 Day	Generics	91.00%	91.00%	91.00%	\$1.39	\$1.37	\$1.35
Mail Service	Brands	24.00%	24.00%	24.00%	\$0.00	\$0.00	\$0.00
Mail Service	Generics	91.00%	91.00%	91.00%	\$0.00	\$0.00	\$0.00

2. Rebates; Pricing Conditions. PROVIDER guarantees during the Initial Term of this CONTRACT, the Rebates per Brand Claim will meet or exceed the following:

Rebate Guarantees per Brand Covered Product	2026	2027	2028
Retail	\$458	\$495	\$532
Retail 90	\$1,015	\$1,118	\$1,196
Mail	\$885	\$950	\$1,011
Specialty	\$2,500	\$2,721	\$2,981

- (a) Formulary: Rebate guarantees are contingent upon the COUNTY'S primary Claims and use of the PROVIDER Signature Traditional Formulary, inclusive of all Prior Authorization and utilization management criteria, with either a 2- tier closed design or a 3-tier closed design. Rebate guarantees assume removal of brand Humira and 90% conversion to the Adalimumab biosimilar. If COUNTY does not adopt all PROVIDER'S standard utilization management criteria and Prior Authorization criteria Rebate guarantees may be changed upon notice to the COUNTY. Any custom in-house medical specialty optimization programs may result in additional fees and adjustments to rebate guarantees.
- (b) Clinical Transition: Rebate guarantees apply after any implementation-clinical transition period, following the COUNTY'S full use of the PROVIDER Formulary. If additional clinical transitions affect Rebate performance, Rebate calculations may account for the impact on the guarantees.
- (c) Rebates-Per-Brand Claim Calculation: PROVIDER agrees to pass 100% of Rebates to the Plan. Rebate guarantees are calculated by multiplying "Total Eligible Brand Claims" by the applicable guarantee for that dispensing channel. "Total Eligible Brand Claims" will exclude the following:
- (i) Vaccines (including the COVID-19 vaccines)
  - (ii) Acute COVID-19 treatments (ex: Paxlovid)) and COVID-19 self-tests/kits

- (iii) Diabetic syringes and lancets
  - (iv) Healthcare provider-administered products (medical benefit)
  - (v) Compounded medications or the medication components used to compound.
  - (vi) Non-legend drugs designated as over the counter (OTC) with the exception of diabetic test strips.
  - (vii) 340B
  - (viii) COB Claims
  - (ix) Generically named Brand Products
  - (x) Originator brands with Generics available (Medi-Span “O” drugs)
  - (xi) Subrogation Claims
  - (xii) Claims for Novolog®, Novolin®, Insulin Aspart, Levemir®, Humalog®, Humulin®, Insulin Lispro, and Lantus®
  - (xiii) Long-Term Care pharmacies
  - (xiv) Non-standard pharmacies (e.g., hospital inpatient pharmacies, pharmacies with upfront Pharma direct purchase contracts, Federal Supply Schedule (FSS) pharmacies)
- (d) Reconciliation: On an annual basis, PROVIDER will pay the greater of 100% of Rebates received or the minimum Rebate guarantee measured in aggregate across all dispensing channels.
- (e) Assumptions and Conditions: The retail channel assumes a 1 to 83-day supply and for retail 90, an 84+ day supply. Specialty Rebate guarantees are based on the day supply consistent with COUNTY data. Rebate guarantees are contingent upon the COUNTY’S utilization maintaining 150 qualifying Brand Claims in any respective, stated channel (e.g., mail, retail-90, specialty) or greater, per quarter. Rebate guarantees assume weight loss as a benefit and coverage of the following GLP-1s (Wegovy, Zepbound, and Saxenda). If this benefit is not accepted by the COUNTY, the Rebate guarantees would need to be renegotiated.
- (f) Market Event Assumptions: In the event of any of the following, Rebate metrics may be changed by PROVIDER upon notice to COUNTY:
- (i) A Plan design change or Formulary customization directed by COUNTY that materially impacts the economics of the Rebate arrangement.
  - (ii) A change in government legislation that materially impacts the economics of the rebating process between pharmaceutical manufacturers and PROVIDER.
  - (iii) A product that is unexpectedly introduced to the market and has a material, adverse impact on the Rebate arrangement.
  - (iv) Material changes to Rebate discount assumptions with manufacturers for Rebates of branded drugs
  - (v) A change in the Brand/Generic or product mix that materially impacts the number of available branded and rebated products.
  - (vi) The average day supply of Claims or the number of Claims varies by at least 5 percent from the data provided.
  - (vii) PROVIDER reserves the right to revise Rebates metrics if lower-net-cost products become available or if manufacturers materially modify their methodologies to pricing products.
  - (viii) Shift in utilization as a result of a manufacturer shortage of a Formulary branded product

The Rebate guarantees herein are based on brand Humira® strategy. If the COUNTY elects to implement a biosimilar strategy, PROVIDER requires that a Rebate substitution be utilized in the reconciliation of the Rebate guarantees. Such options include, but are not limited to, Low WAC Hulio, Low WAC Hyrimoz, or Hadlima for Commercial/Exchange lines of business. Rebate substitution is a methodology to calculate the value in difference in Rebate dollars when

reconciling guarantees.

A Rebate substitution will be calculated by the WAC difference between the biosimilar NDC and the corresponding Humira NDC. The same days' supply, units, quantity and service date on the paid Claim for the biosimilar NDC will be utilized to calculate the corresponding Humira WAC. WAC per days' supply, units, quantity and service date will come from Medi-Span, a third-party unaffiliated transparent database. The difference between the corresponding WAC figures for all distributed biosimilars will be added to the actual Rebate dollars collected for final reconciliation.

- (g) Specialty: Specialty Rebates are defined by the Specialty Drug (based on the PROVIDER Specialty drug list), regardless of channel used and are inclusive of LDD. Specialty Rebates are defined by the Specialty Drug (based on the PROVIDER Specialty drug list), regardless of channel used and are inclusive of LDDs. If a 30-day supply is adopted for specialty medications, the specialty Rebate guarantee will need to be renegotiated.

**Section E2.3. AWP Based Pricing.** At any time during the term of this CONTRACT, upon an industry-wide event or industry-wide circumstance outside PROVIDER'S control that makes necessary or desirable a conversion of pricing methodology with respect to AWP and/or wholesale acquisition cost pricing and discounts, PROVIDER may request, upon sixty (60) days' notice to COUNTY, to convert the pricing methodology used under this CONTRACT and set forth in Exhibit 2, to another payment methodology that is economically equivalent, as reasonably determined by PROVIDER; provided, however, that if the nature of the industry-wide event or circumstance makes a sixty (60) day notice unfeasible, then PROVIDER shall give notice as soon as reasonably possible. PROVIDER shall review the need for the conversion, the details of the conversion, and its economic equivalency with COUNTY, and shall not implement the conversion without the prior written approval of COUNTY, which approval shall not be unreasonably withheld; provided, however, that PROVIDER may implement such change in pricing methodology, immediately, if it reasonably determines that there is no other way to process Claims hereunder.

**Exhibit 3-B**  
**EGWP PRESCRIPTION PRICING SCHEDULE**  
**Revised Per Amendment No. 7**

**Section E2.1. General.**

1. Guaranteed Average Rates; Pass-Through Model. COUNTY acknowledges that the discount rates and dispensing fees set forth below are guaranteed average discounts established for the pricing distribution channels necessary to meet access requirements. COUNTY acknowledges that 100% of the pricing will be passed through to COUNTY from the participating pharmacies. PROVIDER agrees to negotiate to achieve or exceed these guaranteed average rates. Any discounts obtained by PROVIDER that exceed the guaranteed averages stated below will be passed through to COUNTY. It is acknowledged by both parties that individual contracts may vary from the guaranteed average rate based upon negotiation.
2. Days' Supply. Retail 30-day pricing applies to a supply of Covered Products between 1 and 83 days. Retail 90-day pricing applies to a supply of Covered Products for 84 or more days.
3. Mail Service Pharmacy. The Mail Service Pharmacy for the applicable pricing guarantees hereunder is: Costco Mail Order.

**Section E2.2. Network Rates; Specialty Rates; Rebates.** PROVIDER will deliver the entire value of the network reimbursement terms and the manufacturer Rebates set forth below, including all upside performance. In accordance with a full pass-through model, the financial performance in one channel can be used to offset a shortfall within that channel but cannot be used to offset performance between channels; channels include retail network pricing, mail order pricing, specialty pricing. Rebate guarantees will be reconciled in aggregate across all channels. Should a shortfall occur after applying this methodology, PROVIDER will place up to 25% at risk for any shortfall to compensate COUNTY for a missed financial guarantee. All financial conditions outlined for each channel in financial guarantees must be met.

3. Network Rates; Pricing Conditions. PROVIDER passes through all network discounts and dispensing fees to COUNTY. The amount paid to the pharmacy will be the same amount invoiced to COUNTY. The contracted discount and dispensing fee for each Participating Pharmacy will vary, causing the actual reimbursement paid to each Participating Pharmacy to be greater or less than the effective guarantees. The network guarantees are representative reimbursement amounts (including AWP discount and MAC) and dispensing fees for those Participating Pharmacies. PROVIDER'S transparent, full pass-through model, COUNTY pays the actual reimbursement rate (discounts and dispense fees) paid to the dispensing pharmacy from which the Claim originates, less the Copayment, Coinsurance, and Deductible. The contracted discount for each Participating Pharmacy will vary, causing the actual reimbursement paid to each Participating Pharmacy to be greater or less than the guarantees identified. Guarantees represent the average performance of all Participating Pharmacies.

PROVIDER will manage the pharmacy credentialing and contracting process, will determine which pharmacies are eligible to participate in the network, and will negotiate all pharmacy pricing and terms. Network participation will vary, and PROVIDER does not guarantee the number of Participating Pharmacies in the network.

AWP and WAC pricing is reflective of the 11-digit National Drug Code (NDC) as of the date of service, and as reported and verifiable by Medi-Span, a national pricing source. Unless it is otherwise unavailable, in which case a mutually agreed upon nationally recognized alternative would be used, Medi-Span is PROVIDER'S only source of drug pricing data used for all Claims adjudication.

- (a) General Conditions. For the applicable guarantees to be in effect, the following conditions apply:
- (i) A minimum of 1,000 Claims per pricing component each annual reporting period.
  - (ii) Use of the PROVIDER Formulary. Guarantees are subject to change in response to a material Formulary and/or Plan design change.
  - (iii) Use of Costco Mail Order as the sole Mail Service Pharmacy.
- (b) Claims Exclusions. Network discounts and dispensing fee guarantees exclude the following Claim types:
- (i) Compound Claims
  - (ii) Paper/Member submitted/direct Member reimbursement Claims.
  - (iii) Secondary payer (Coordination of Benefit) Claims
  - (iv) Subrogation Claims
  - (v) Vaccine Claims
  - (vi) Long-term care/assisted living facility Claims.
  - (vii) Home infusion Claims
  - (viii) Non-specialty drugs filled through a Specialty Pharmacy
  - (ix) Claims paid at state or federal government required amounts
- (c) Provider Exclusions. Network discounts and dispensing fees guarantees exclude the following providers:
- (i) Military/government pharmacies
  - (ii) Pharmacies deemed by COUNTY as necessary to include in the network, but which do not meet PROVIDER'S discount or credential standards
  - (iii) Pharmacies that hold a direct agreement with the COUNTY
- (d) Equitable Adjustments. PROVIDER reserves the right to equitably adjust guarantees in response to any of the following scenarios:
- (i) More than 2.00% of Claims originate from Alabama, Arkansas, Colorado, Iowa, Indiana, Kentucky, Louisiana, Montana, Tennessee designated Low Volume Pharmacies, West Virginia, Alaska, Hawaii, Massachusetts, Puerto Rico, any U.S. Territory, or rural pharmacies.
  - (ii) Any future government rules or regulation that requires pharmacy reimbursement minimums or change in methodology.
- (e) Network Pricing: Navicare National Broad Network with Costco Mail Order. Network discounts and dispensing fee guarantees based on the implementation of the Navicare National Broad Network with Costco Mail Order. If COUNTY chooses an alternative benefit design, PROVIDER reserves the right to provide updated discount guarantees.

Reimbursement for each Branded Covered Product, not requiring compounding, dispensed by a Participating Pharmacy will be based upon the lower of: (1) AWP, less an average of the applicable percentage in the below table, plus an average dispensing fee of the applicable dispensing fee in the below table; (2) such pharmacy's Usual and Customary Price; or (3) the amount submitted by the Participating Pharmacy.

Reimbursement for each Generic Covered Product dispensed by a Participating Pharmacy will be the lower of: (1) the PROVIDER MAC plus a dispensing fee, if applicable; (2) each Participating Pharmacy's respective contracted price for such Covered Product, including a discount plus a dispensing fee; (3) such Participating Pharmacy's Usual and Customary Price; or (4) the amount submitted. The average effective discount performance for Generic Covered Product is AWP minus the applicable percentage in the below table, plus an average dispensing fee of the applicable dispensing fee in the below table.

Navicare National Broad Network with Costco Mail Order		Discount off of AWP			Dispensing Fees		
		Guarantees			Guarantees		
Pharmacy Type	Brand/ Generic	2026	2027	2028	2026	2027	2028
Retail 30 Day	Brands	18.90%	18.95%	19.00%	\$0.64	\$0.62	\$0.60
Retail 30 Day	Generics	83.50%	83.60%	83.70%	\$0.65	\$0.63	\$0.61
Retail 90 Day	Brands	22.00%	22.05%	22.10%	\$0.00	\$0.00	\$0.00
Retail 90 Day	Generics	86.00%	86.10%	86.20%	\$0.00	\$0.00	\$0.00
Mail Service	Brands	24.00%	24.00%	24.00%	\$0.00	\$0.00	\$0.00
Mail Service	Generics	91.85%	91.85%	91.85%	\$0.00	\$0.00	\$0.00

**Section E2.3. AWP Based Pricing.** At any time during the term of this CONTRACT, upon an industry-wide event or industry-wide circumstance outside PROVIDER'S control that makes necessary or desirable a conversion of pricing methodology with respect to AWP and/or wholesale acquisition cost pricing and discounts, PROVIDER may request, upon sixty (60) days' notice to COUNTY, to convert the pricing methodology used under this CONTRACT and set forth in Exhibit 2, to another payment methodology that is economically equivalent, as reasonably determined by PROVIDER; provided, however, that if the nature of the industry-wide event or circumstance makes a sixty (60) day notice unfeasible, then PROVIDER shall give notice as soon as reasonably possible. PROVIDER shall review the need for the conversion, the details of the conversion, and its economic equivalency with COUNTY, and shall not implement the conversion without the prior written approval of COUNTY, which approval shall not be unreasonably withheld; provided, however, that PROVIDER may implement such change in pricing methodology, immediately, if it reasonably determines that there is no other way to process Claims hereunder.

**Exhibit 8**  
**ACCESS GUIDANCE SERVICES ADDENDUM**  
**Per Amendment No. 7**

This access guidance services Addendum (this "Addendum") is entered into by and between **Navitus Health Solutions, LLC** ("Navitus") and the COUNTY and is effective as of January 1, 2026 (the "Addendum Effective Date").

**Background:** COUNTY and Navitus have previously entered into a Pharmacy Benefit Management Services Agreement, or are contemporaneously entering into such agreement, whereby Navitus manages pharmacy benefits sponsored by COUNTY (the "Agreement;" capitalized terms not otherwise defined in this Addendum have the definitions set forth for such terms in the Agreement). COUNTY desires to add Navitus' access guidance services ("Services," as further described below) to the services identified in the Agreement, and Navitus desires to provide the Services in accordance with this Addendum.

**1. Access guidance services.** The Services are intended to assist the COUNTY with managing costs related to obtaining drugs and mitigating the impact of manufacturers' copay assistance in circumventing COUNTY'S cost sharing components of COUNTY benefit plan. Through the Services, Navitus will coordinate with the COUNTY, Participating Pharmacies, and Eligible Persons in order to reduce the cost of drugs included in the program by utilizing manufacturer copay assistance, while properly managing the Eligible Person's cost. Eligible Persons will be responsible for their copay amounts for drugs covered under the Program after utilization of applicable manufacturer assistance. Navitus will use commercially reasonable efforts to coordinate with Participating Pharmacies and Eligible Persons to enroll Eligible Persons into applicable manufacturer copay programs along with other required activities. During the term of this Addendum, Navitus will provide COUNTY with Services based on information received from Participating Pharmacies related to Eligible Person's utilization of manufacturer copay assistance. If an Eligible Person does not meet the criteria for manufacturer copay assistance, then the Eligible Person's copay for that drug will default to the formulary's current copay tier structure. Services will only apply to drugs where manufacturer assistance is available and included in the Services. Whether any particular drug is included in the Services will be decided entirely by Navitus, in its sole discretion, and such decision may result from the manufacturer's terms and conditions of participation, the effect of participation on Rebate availability, the availability of the drug, and any other factors Navitus believes are pertinent at the time such decision is made. Navitus may add or remove specific drugs from the Services, in its sole discretion, from time to time. Navitus will not provide Services with regard to other third-party payors who are not manufacturers of Covered Products. Services will also only apply to Claims related to Covered Products dispensed during the term of this Addendum.

**2. Program Fees.** COUNTY shall pay a Service fee of 20% of the Performance with an annual maximum of \$100,000 per Member per year, for the Services provided in addition to the fees otherwise set forth in the Agreement. Performance is defined as the amount of manufacturer assistance obtained for drugs included in the Services.

**3. Client Communications about the Program.** COUNTY shall provide Eligible Persons with any required notifications about the treatment of drug manufacturer copay assistance under the Program and shall include a description of such treatment in any Plan Guidelines, summary plan descriptions, plan benefit information, and policy documents to the extent required in order to provide Eligible Persons with information about their benefits under the Plan.

**4. Allocation of Risks.** In the event the Services provided adversely impact the amount of Rebates COUNTY receives, Navitus will not be deemed to have failed to meet any applicable Rebate guarantees and will not be liable to COUNTY for missed Rebate guarantees to the extent such shortfall is caused by the implementation of the Services under this Addendum. If, as a result of COUNTY'S implementation of the Services, Navitus is required to repay any Rebates that COUNTY has been paid under the Agreement, for any reason (including, without limitation, any conflicts between applicable Rebate Agreements and the Services), the COUNTY shall promptly pay Navitus such amounts in order to fund the repayment of such Rebates as so required. Navitus disclaims any representations or warranties that your use of the access guidance services for Eligible Persons with a high-deductible health plan and associated health savings account will satisfy or ensure compliance with any legal obligations or laws or regulations.