

AMENDMENT NO. 4
RFP NO. 604027-16
CONTRACT FOR PRESCRIPTION BENEFITS MANAGER SERVICES
FOR CLARK COUNTY'S SELF-FUNDED PRESCRIPTION DRUG PLAN

THIS AMENDMENT is made and entered into this _____ day of _____, 20____, by and between CLARK COUNTY, NEVADA (hereinafter referred to as "COUNTY" or "Client"), and NAVITUS HEALTH SOLUTIONS, LLC (hereinafter referred to as "PROVIDER" or Navitus).

WITNESSETH:

WHEREAS the parties entered into an agreement under RFP Number 604027-16, entitled "Contract for Prescription Benefits Manager Services 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,

ORIGINALLY READ:

"COUNTY agrees to retain PROVIDER for the period from date of award through December 31, 2017, with the option to renew for six (6), 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 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."

2. Page 1, Section II: Compensation and Terms of Payment, Sentence 1,

ORIGINALLY READ:

"COUNTY agrees to pay PROVIDER for the performance of services described in Exhibit A - Scope of Work in accordance with Exhibit 1, 2, and 3, incorporated herein by this reference."

REVISED TO READ:

"COUNTY agrees to pay PROVIDER for the performance of services described in Exhibit A - Scope of Work in accordance with Exhibit 1, 2, 3 and 5, incorporated herein by this reference."

3. Add Exhibit 6 – Copay Max Addendum, attached to the Amendment No. 4.

This revision is effective as of January 1, 2021, for the Clark County Self-Funded Prescription Drug Plan, and effective as of January 1, 2022, for the Clark County Self-Funded Exclusive Provider Organization Prescription Drug Plan.

4. Add Exhibit 7 – Copay Max Addendum, attached to the Amendment No. 4.

This revision is effective as of January 1, 2023, for the Clark County Self-Funded Prescription Drug Plan and Clark County Self-Funded Exclusive Provider Organization Prescription Drug Plan.

Except as expressly amended herein, the terms and conditions of the CONTRACT shall remain in full force and effect.

COUNTY:
COUNTY OF CLARK, NEVADA

PROVIDER:
NAVITUS HEALTH SOLUTIONS,
LLC

By: _____
JESSICA COLVIN
Chief Financial Officer

Peter Beste
By: DD5238E48AAA014C80EDAB708EEA3B70 contractworks.
PETER J. BESTE
Chief Financial Officer

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

By: *Elizabeth A. Vibert*
ELIZABETH VIBERT
Deputy District Attorney

COPAY MAX ADDENDUM

This Copay Max Addendum (this "Addendum") is entered into by and between **Navitus Health Solutions, LLC** ("Navitus") and the undersigned Client and is effective as of January 1, 2021 (the "Addendum Effective Date").

Background: Client 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 Client (the "Agreement;" capitalized terms not otherwise defined in this Addendum have the definitions set forth for such terms in the Agreement). Client desires to add Navitus' Copay Max Program (the "Program," as further described below) to the services identified in the Agreement, and Navitus desires to provide the Program in accordance with this Addendum.

1. Copay Max Program. The Program is intended to assist the Client with managing costs related to obtaining specialty drugs and mitigating the impact of manufacturers' copay assistance in circumventing Client's cost sharing components of Client benefit plan and will apply solely to specialty drugs dispensed by Navitus' wholly-owned specialty pharmacy, Lumicera Health Solutions, LLC ("Lumicera"). Under the Program, Navitus will coordinate with the Client and Lumicera in order to reduce the cost of specialty drugs by utilizing manufacturer copay assistance, while properly managing the Eligible Person's cost. Eligible Persons will be responsible for their copay amounts for specialty drugs covered under the Program after utilization of applicable manufacturer assistance. Lumicera will use commercially reasonable efforts to coordinate with Eligible Persons to enroll them into applicable manufacturer copay programs along with other required activities. During the term of this Addendum, Navitus will provide Client with services under the Program based on information received from Lumicera related to Eligible Person's participation in the Program. If manufacturer copay assistance cannot be used for any reason, then the Eligible Person's copay for that specialty drug will default to the formulary's current copay tier structure. This Program will only apply to specialty drugs where manufacturer assistance is available for such drugs at Lumicera; and this Program does not apply to specialty drugs purchased from pharmacies other than Lumicera. Whether any particular drug is included in the Program 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 Program, in its sole discretion, from time to time. Navitus will not provide services under the Program with regard to Claims where Lumicera has not provided such information to Navitus, any other Claims where it does not have such information, or with regard to other third party payors who are not manufacturers of Covered Products. The Program will also only include Claims related to Covered Products dispensed during the term of this Addendum

2. Program Fees. Client shall pay a Program fee of \$75 per eligible paid Claim, for the services provided under the Program in addition to the fees otherwise set forth in the Agreement.

3. Client Communications about the Program. Client shall provide Eligible Persons with any required notifications about the treatment of specialty 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. To the extent required by applicable

law, Client shall also obtain any consents and/or authorizations from Eligible Persons that are necessary related to the use of PHI related to specialty drug manufacturer copay assistance programs for the purposes of the Program.

4. Indemnification; Allocation of Risks. Client shall indemnify, defend, and hold Navitus harmless from any and all losses, costs, claims, or lawsuits arising as a result of (a) actions brought by or on behalf of any Eligible Persons related to the Program or the treatment of manufacturer payments as set forth above, and (b) any failure by Client to provide the required notifications to Eligible Persons identified under Section 3, above. Additionally, in the event the services provided under the Program adversely impact the amount of Rebates Client receives, Navitus will not be deemed to have failed to meet any applicable Rebate guarantees and will not be liable to Client for missed Rebate guarantees to the extent such shortfall is caused by the implementation of the Program under this Addendum. If, as a result of Client's participation in the Program, Navitus is required to repay any Rebates that Client has been paid under the Agreement, for any reason (including, without limitation, any conflicts between applicable Rebate Agreements and Client's participating in the Program), the Client shall promptly pay Navitus such amounts in order to fund the repayment of such Rebates as so required.

5. No Warranty. CLIENT UNDERSTANDS THAT THE PROGRAM MAY CONTAIN ERRORS, AND IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NAVITUS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. NAVITUS SHALL NOT BE LIABLE FOR ANY GENERAL, DIRECT, SPECIAL, INCIDENTAL, AND CONSEQUENTIAL DAMAGES, RESULTING FROM OR ARISING OUT OF CLIENT'S OR CLIENT'S ELIGIBLE PERSON'S USE OF THE PROGRAM AND ANY RELATED INFORMATION OBTAINED THROUGH THE PROGRAM.

6. Term and Termination. The term of this Addendum is effective as of the Addendum Effective Date and will continue until the sooner of (a) the termination of this Addendum by either party upon 30 days' notice thereof to the other party (and either party may terminate this Addendum at any time with or without cause) or (b) the termination of the Agreement.

7. Full Force and Effect. All other terms and conditions set forth in this Agreement remain in full force and effect.

By signing below, the parties agree to the terms and conditions set forth in this Addendum.

Navitus Health Solutions, LLC

By: Thomas J. Pabich
Name: Thomas J. Pabich
Title: SVP, Business Development & Client Services
Date: 9/8/2020

Client: Clark County, NV
By: Leslee Shell
Name: Leslee Shell
Title: CAO
Date: 9-8-2020

RFP NO. 604027-16
EXHIBIT 7
PER AMENDMENT NO. 4

COPAY MAX PLUS ADDENDUM

This Copay Max Plus Addendum (this “Addendum”) is entered into by and between **Navitus Health Solutions, LLC** (“Navitus”) and the undersigned Client and is effective as of (the “Addendum Effective Date”).

Background: Client 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 Client (the “Agreement;” capitalized terms not otherwise defined in this Addendum have the definitions set forth for such terms in the Agreement). Client desires to add Navitus’ Copay Max Plus Program (the “Program,” as further described below) to the services identified in the Agreement, and Navitus desires to provide the Program in accordance with this Addendum.

1. **Copay Max Plus Program.** The Program is intended to assist the Client with managing costs related to obtaining drugs and mitigating the impact of manufacturers’ copay assistance in circumventing Client’s cost sharing components of Client benefit plan. Under the Program, Navitus will coordinate with the Client, 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 Client with services under the Program based on information received from Participating Pharmacies related to Eligible Person’s participation in the Program. If manufacturer copay assistance cannot be used for any reason, then the Eligible Person’s copay for that specialty drug will default to the formulary’s current copay tier structure. This Program will only apply to drugs where manufacturer assistance is available and included in the program. Whether any particular drug is included in the Program 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 Program, in its sole discretion, from time to time. Navitus will not provide services under the Program with regard to other third-party payors who are not manufacturers of Covered Products. The Program will also only include Claims related to Covered Products dispensed during the term of this Addendum

2. **Program Fees.** Client shall pay a Program fee of 20% shared Savings, for the services provided under the Program in addition to the fees otherwise set forth in the Agreement. Savings is defined as the amount of manufacturer assistance obtained for drugs covered by the Program.

3. **Client Communications about the Program.** Client 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. To the extent required by applicable law, Client shall also obtain any consents and/or authorizations from Eligible Persons that are necessary related to the use of PHI related to specialty drug manufacturer copay assistance programs for the purposes of the Program.

4. Indemnification; Allocation of Risks. Client shall indemnify, defend, and hold Navitus harmless from any and all losses, costs, claims, or lawsuits arising as a result of (a) actions brought by or on behalf of any Eligible Persons related to the Program or the treatment of manufacturer payments as set forth above, and (b) any failure by Client to provide the required notifications to Eligible Persons identified under Section 3, above. Additionally, in the event the services provided under the Program adversely impact the amount of Rebates Client receives, Navitus will not be deemed to have failed to meet any applicable Rebate guarantees and will not be liable to Client for missed Rebate guarantees to the extent such shortfall is caused by the implementation of the Program under this Addendum. If, as a result of Client's participation in the Program, Navitus is required to repay any Rebates that Client has been paid under the Agreement, for any reason (including, without limitation, any conflicts between applicable Rebate Agreements and Client's participating in the Program), the Client 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 Copay Max Plus Program 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. Client will indemnify, defend, and hold Navitus harmless from any and all losses, costs, claims or lawsuits arising as a result of actions brought by or on behalf of any Eligible Persons or third parties related to the Copay Max Plus Program and the treatment of payments made through the program, including any tax liability.

5. No Warranty. CLIENT UNDERSTANDS THAT THE PROGRAM MAY CONTAIN ERRORS, AND IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NAVITUS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. NAVITUS SHALL NOT BE LIABLE FOR ANY GENERAL, DIRECT, SPECIAL, INCIDENTAL, AND CONSEQUENTIAL DAMAGES, RESULTING FROM OR ARISING OUT OF CLIENT'S OR CLIENT'S ELIGIBLE PERSON'S USE OF THE PROGRAM AND ANY RELATED INFORMATION OBTAINED THROUGH THE PROGRAM.

6. Term and Termination. The term of this Addendum is effective as of the Addendum Effective Date and will continue until the sooner of (a) the termination of this Addendum by either party upon 30 days' notice thereof to the other party (and either party may terminate this Addendum at any time with or without cause) or (b) the termination of the Agreement.

7. **Full Force and Effect.** All other terms and conditions set forth in this Agreement remain in full force and effect.

By signing below, the parties agree to the terms and conditions set forth in this Addendum.

Navitus Health Solutions, LLC

Client: Clark County, Nevada

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____