

**SECOND AMENDMENT
TO AGREEMENT
BETWEEN THE CITY AND COUNTY OF DENVER
AND
UNITED HEALTHCARE SERVICES, INC.**

THIS SECOND AMENDMENT TO THE AGREEMENT (“2nd Amendment”) is entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“City”), and **UNITED HEALTHCARE SERVICES, INC.** whose address is 185 Asylum Street, Hartford, CT 06103-0450 (“Insurance Company”), who shall be individually referred to herein as a “Party” and jointly as the “Parties”.

RECITALS

WHEREAS, the Parties previously entered into an agreement effective January 1, 2020 (City Contract No. CSAHR-201952475-00), (The “Original Agreement”) for the Insurance Company to provide services described therein; and,

WHEREAS, the Parties previously amended the Original Agreement dated January 14, 2021 (City Contract No. CSAHR-201952475-1); and,

WHEREAS, the Parties desire amend the Original Agreement to: replace the existing Exhibit A-1 (entitled “Administrative Services Agreement”) with the 2022 Revised A-1 attached to this Amendment; and, to modify the existing Exhibit A-3 with 2022 policy terms (entitled “Self-Funded benefit plan stop loss insurance policy and application”) by the terms contained in the attached Exhibit A-3.2; and, to and to increase the maximum contract amount as set forth below.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained in the Agreement and hereinafter set forth, the Parties agree as follows:

1. That effective January 1, 2022, Exhibit A-1 attached hereto shall replace and be incorporated into the Exhibit A-1 in the Original Agreement;
2. That effective January 1, 2022, the attached Exhibit A-3.1, attached hereto, shall be attached to and incorporated into the Original Agreement as the new Exhibit A-3.1, modifying the existing Exhibit A-3;
3. Pursuant to paragraph 2 of the Original Agreement, the Executive Director has the

signature authority recited therein to sign the exhibits attached to this 2nd Amendment, to implement the insurance plans and services as contemplated by the City under the Original Agreement.

4. Modification of Compensation and Payment. Paragraph 7(c)(1) of the Original Agreement is hereby amended to read as follows:

“7. **COMPENSATION AND PAYMENT:**

c. Maximum Contract Amount:

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation to Insurance Company and Claims Administrator shall not exceed **TWO-HUNDRED SIX MILLION AND 00/100 DOLLARS (\$206,000,000.00)**, (the “**Maximum Contract Amount**”) for the policies, and administration services contemplated herein. The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Insurance Company or Claims Administrator beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at Insurance Company and Claims Administrator’s risk and without authorization under this Agreement.

5. This 2ND Amendment may be executed in counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument.

6. Except as herein amended, the Agreement is affirmed and ratified in each and every particular.

[SIGNATURE PAGES TO FOLLOW]

Contract Control Number: CSAHR-201952475-02
Contractor Name: UnitedHealthcare Insurance Company

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

CSAHR-201952475-02
UnitedHealthcare Insurance Company

DocuSigned by:
Holly Durinick
By: 83324C0E9DF042B...

Name: Holly Durinick
(please print)

Title: Regional Contract Manager
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

**AGREEMENT
BETWEEN THE CITY AND COUNTY OF DENVER
AND
UNITED HEALTHCARE SERVICES, INC.**

EXHIBIT A-1

2022 Administrative Services Agreement

FINANCIAL RENEWAL AND TERMS AMENDMENT

This Amendment (“Amendment”) is made to the Master Purchase Agreement (“Agreement”) by and between United HealthCare Services, Inc. (“United”) and City and County of Denver (“Customer”), Contract No. 717340, and is effective on January 1, 2022 unless otherwise specified.

Any capitalized terms used in this Amendment have the meanings shown in the Agreement. These terms may or may not have been capitalized in prior contractual documents between the parties but will have the same meaning as if capitalized.

The agreements that are being amended include any and all amendments, if any, that are effective prior to the effective date of this Amendment.

Nothing shown in this Amendment alters, varies or affects any of the terms, provisions or conditions of the agreements other than as stated herein.

The parties, by signing below, agree to amend the agreements as contained herein.

City and County of Denver

By _____
Authorized Signature

Print Name _____

Print Title _____

Date _____

United HealthCare Services, Inc.

By _____
Authorized Signature

Print Name _____

Print Title _____

Date _____

**EXHIBIT A-1 SELF-FUNDED BENEFITS PLAN ADMINISTRATIVE SERVICES
 AGREEMENT TO THE MASTER PURCHASE AGREEMENT IS AMENDED
 EFFECTIVE JANUARY 1, 2022 AS NOTED BELOW:**

I. The definition of Proprietary Business Information in Section 1 – Definitions is replaced in its entirety with the following definition:

Proprietary Business Information: Nonpublic information, trade secrets, and other data including, but not limited to, sales and marketing information, management systems, strategic plans and other information about the disclosing party’s business, industry, products and services, plans, specifications, operation methods, pricing, costs, techniques, manuals, know-how and other intellectual property, in written, oral, electronic or other tangible form, provided by one party to another or its representative; and all information, documents, technology, products, and services containing or derived from Proprietary Business Information which was or may have been transmitted, given or made available to or viewed by one party or another in the course of the party’s relationship.

Proprietary Business Information does not include: (a) information that is or becomes generally available to the public other than as a result of a disclosure by a receiving Party in violation of this Agreement or other agreement between the Customer and United, (b) information either obtained from a third party or already in a receiving Party’s possession before receipt from the other Party, if the receiving Party can demonstrate such information was lawfully obtained and not subject to another obligation of confidentiality, and (c) information independently developed without reference to Proprietary Business Information, if the receiving Party can demonstrate such independence through contemporaneous written records.

II. Effective January 1, 2022, coordination of benefits is in full force and effect as described in Exhibit A, Section E Claims Administration Services, as follows.

Section 4.2 Proprietary Business Information. Each party will limit the use of the other's Proprietary Business Information to only the information required to administer the Plan, to perform under this Agreement, or as otherwise permitted under this Agreement. Neither party will disclose the other's Proprietary Business Information to any person or entity other than to the receiving party's employees, subcontractors, or authorized agents needing access to such information to administer the Plan, to perform under this Agreement, or as otherwise permitted under this Agreement. The City will not be prohibited from providing provider-specific cost or quality of care information or data, through a consumer engagement tool or any other means, to referring providers, the Plan Sponsor, Participants, or individuals eligible to become Participants of the Plan, to the extent required by Law. Neither party may sell, license or grant any other rights to the other party’s Proprietary Business Information.

The City will contact United prior to releasing any information and give United the opportunity to review, respond, and/or object to the request. Once City receives notice of United’s objection, City will not proceed until the outcome of court order is determined. This provision shall survive the termination of this Agreement.

III. Any references to Shared Savings Program and Maximum Non-Network Reimbursement Program, each as applicable, in Section H. Network Services in Exhibit A are replaced in their entirety as follows:

H. NETWORK SERVICES

<p>Naviguard – Emergent/RAPL (Participant Had No Choice). Offers a reimbursement methodology applicable to out of network claims which calculates allowed amounts based on what a healthcare provider generally accepts for the same or similar service. Includes an advocacy component where the Participant can access dedicated resources as well on-line materials to help Participants stay in network where assistance is provided in explaining reimbursement methodologies.</p>	<p>Participants are held harmless from provider balance billing.</p> <p>Program complies with applicable law and regulation including but not limited to the ACA minimum reimbursement methodology.</p>
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<p>Naviguard – Non-Emergent (Participant Had Choice). Offers a reimbursement methodology applicable to out of network claims which calculates allowed amounts based on what a healthcare provider generally accepts for the same or similar service. Includes an advocacy component where the Participant can access dedicated resources as well on-line materials to help Participants stay in network where assistance is provided in explaining reimbursement methodologies.</p>	<p>Customer directs United, at United’s discretion, to increase compensation for a particular claim if United reasonably concludes that the particular facts and circumstances related to a claim provide justification for reimbursement greater than that which would result from the application of the allowed amount, and United believes that it would serve the best interests of the Plan and its Participants (including interests in avoiding costs and expenses of disputes over payment of claims).</p>
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IV. Exhibit A, Section I Care Management Solutions Services, subsection Complex Medical Conditions is amended by the addition of the following Bariatric Resource Services Program:

I. CARE MANAGEMENT SOLUTIONS SERVICES

<p>Complex Medical Conditions:</p> <ul style="list-style-type: none">• Bariatric Resource Services	
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V. Exhibit A, Section J United Behavioral Health — Mental Health and Substance Use Disorder Services, is amended by the addition of the following Enhanced Behavioral Support (AbleTo) Program:

I. CARE MANAGEMENT SOLUTIONS SERVICES

<ul style="list-style-type: none">• Enhanced Behavioral Support may refer Participants to a behavioral health provider through a virtual program, to receive virtual Cognitive Behavioral Therapy (CBT).	
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EXHIBIT B - FEES**Contract Number 717340****The following financial terms are effective for the period January 1, 2022 through December 31, 2022.**

The Standard Medical Service Fees are as stated below. Customer acknowledges that the amounts paid for administrative services are reasonable. If authorized by Customer pursuant to this Agreement or by subsequent authorization, certain fees will be paid through a withdrawal from the Bank Account. These fees do not include state or Federal surcharges, assessments, or similar Taxes imposed by governmental entities or agencies on the Plan or United, including but not limited to those imposed pursuant to The Patient Protection and Affordable Care Act of 2010, as amended from time to time as these are the responsibility of the Plan.

Standard Medical Service Fees

The Standard Medical Service Fees described below, excluding optional and non-standard fees, are adjusted as set forth in the applicable performance standard(s).

The Standard Medical Fees listed below are based upon an estimated minimum of 4,018 enrolled Employees.

The Standard Medical Service Fees are the sum of the following:

January 1, 2022 through December 31, 2022

- \$44.56 per Employee per month covered under the Choice Plus HSA and Doctor's Plan Choice portion(s) of the Plan.
- **Average Contract Size: 2.10**

Pharmacy AWP Contract Rate

Customer's contract rate for prescription drugs is as provided in Exhibit C. United uses Medi-Span's national drug data file as the source for average wholesale price (AWP) information. United reserves the right to revise the pricing and adopt a new source or benchmark if there are material industry changes in pricing methodologies.

Other Fees

In total, Other Fees defined in this section are subject to the Maximum Contract Amounts recited in the Master Purchase Agreement between the parties.

Service Description	Fee
Standardized Summary of Benefits and Coverage (SBC) as established under The Patient Protection and Affordable Care Act of 2010	United will provide, at no additional charge, standard format, electronic copies of the SBC documents (twice per year) for medical benefit plans administered by United. Customer logos can be included on the SBC at no additional charge. Additional fees will apply for other services. United will not create SBCs for medical plans it does not administer.
Litigation and Arbitration Fees for Recoveries	Outside attorneys' fees and costs directly incurred in connection with litigation or arbitration to recover any Overpayments and other Plan recovery opportunities will be deducted from the gross recovery prior to the assessment of any applicable United fees (as indicated in this Exhibit).
Fraud and Abuse Management	Fee not to exceed 22% of the gross recovery or prevented amount.
Hospital Audit Program Services	Fee not to exceed 22% of the gross recovery amount.
Credit Balance Recovery Services	Fee not to exceed 10% of the gross recovery amount.
Focus Claim Review	Fee not to exceed 22% of the gross recovery amount.
Injury Coverage Continuation (ICC) Services	Fee not to exceed 33.33% of the applicable savings amount.

Third Party Liability Recovery (Subrogation) Services	Fee not to exceed 33.33% of the applicable savings amount.
Naviguard	Customer will pay a fee equal to thirty-five percent (35%) of the Savings Obtained. Savings Obtained means the amount that would have been payable to a health care provider, including amounts payable by both the Participant and the Plan, if no discount were available, minus the amount that is payable to the health care provider, again, including amounts payable by both the Participant and the Plan, after the application of the reimbursement calculation. The fee for individual claim will not exceed \$15,000.
Nurse Liaison Program	\$160,000 charged annually through the administration fee as \$3.24 per Employee per month and reconciled during the year end reconciliation of the administrative fee.
External Reviews	For each subsequent external review beyond 5 total reviews per year, a fee of \$500 will apply per review.

Wellness Allowance

United will provide a wellness allowance so Customer may enhance Customer medical benefits during the term of the Agreement. The wellness allowance may be used at Customer's discretion as Customer utilizes wellness programming and services from United. If Customer terminates the Agreement prior to December 31, 2022, Customer will pay United a prorated portion of this credit.

\$450,000 Wellness annual allowance (not subject to roll-over)

Other

A United affiliate provides payment services to the healthcare industry and offers medical providers with various payment methods and options, including electronic payments, virtual cards and checks. Some options are available to medical providers for a fee and may result in the receipt of transaction fees or other compensation (e.g., 1% to 3% of the total transaction amount) by a United affiliate.

EXHIBIT C – PERFORMANCE GUARANTEES FOR HEALTH BENEFITS

The Standard Medical Service Fees (excluding Optional and Non-Standard Fees and that portion of the Standard Medical Service Fees attributable to Commission Funds, if applicable, as described in Exhibit B - Fees), (hereinafter referred to as “Fees in this Exhibit”) payable by Customer under this Self-Funded Benefits Plan Agreement (“Agreement”) will be adjusted through a credit to its fees in accordance with the performance guarantees set forth below unless otherwise defined in the guarantee. Unless otherwise specified, these guarantees apply to medical benefits and are effective for the period January 1, 2022 through December 31, 2022 (“Guarantee Period”), and for every calendar year through December 31, 2022 thereafter that the Self-Funded Insurance Plan Agreement until this Exhibit is replaced by United. With respect to the aspects of United's performance addressed in this exhibit, these fee adjustments are Customer's exclusive financial remedies under this Exhibit C.

These guarantees will become effective upon the later of (1) the effective date of the Guarantee Period; or (2) the date this Agreement is signed by both parties. In the event these guarantees become effective later than the effective date of the Guarantee Period: (1) quarterly guarantees will become effective beginning with the next calendar quarter following signature of this Agreement by both parties and (2) annual guarantees will become effective commencing with the Term of the Agreement during which this Agreement is signed by both parties.

United shall not be required to meet any of the guarantees provided for in this Agreement or amendments thereto to the extent its failure is due to Customer's actions or inactions or if United fails to meet these standards due to fire, embargo, strike, war, accident, act of God, acts of terrorism or United's required compliance with any law, regulation, or governmental agency mandate or anything beyond United's reasonable control.

Prior to the end of the Guarantee Period, and on the condition that this Agreement remains in force, United may specify to Customer in writing new performance guarantees for the subsequent Guarantee Period. If United specifies new performance guarantees, United will also provide Customer with a new Exhibit that will replace this Exhibit for that subsequent Guarantee Period.

Claim is defined as an initial and complete written request for payment of a Plan benefit made by an enrollee, physician, or other healthcare provider on an accepted format. Unless stated otherwise, the claims are limited to medical claims processed through the UNET claims systems. Claims processed and products administered through any other system, including claims for other products such as vision, dental, flexible spending accounts, health reimbursement accounts, health savings accounts, or pharmacy coverage, are not included in the calculation of the performance measurements. Also, services provided under capitated arrangements are not processed as a typical claim; therefore capitated payments are not included in the performance measurements.

Claim Operations January 1, 2022 through December 31, 2022			
Time to Process in 10 Days			
Definition	The percentage of all claims United receives will be processed within the designated number of business days of receipt.		
Measurement	Percentage of claims processed		94%
	Time to process, in business days or less after receipt of claim	business days	10
Criteria Level	Standard claim operations reports		
	Site Level		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars Payable for this metric		\$15,500
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	11 business days		
	12 business days		
	13 business days		
	14 business days		
	15 business days or more		
Dollar Accuracy (DAR)			
Definition	Dollar accuracy rate of not less than the designated percent in any quarter.		

Measurement	Percentage of claims dollars processed accurately	99%
Criteria	Statistically significant random sample of claims processed is reviewed to determine the percentage of claim dollars processed correctly out of the total claim dollars paid.	
Level	Office Level	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars Payable for this metric	\$15,500
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	20%
Gradients	98.99% - 98.50% 98.49% - 98.00% 97.99% - 97.50% 97.49% - 97.00 Below 97.00%	
Procedural Accuracy		
Definition	Procedural accuracy rate of not less than the designated percent.	
Measurement	Percentage of claims processed without procedural (i.e. non-financial) errors	97%
Criteria	Statistically significant random sample of claims processed is reviewed to determine the percentage of claim dollars processed without procedural (i.e. non-financial) errors.	
Level	Office Level	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars Payable for this metric	\$15,500
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	20%
Gradients	96.99% - 96.50% 96.49% - 96.00% 95.99% - 95.50% 95.49% - 95.00% Below 95.00%	
Member Phone Service		
Phone service guarantees and standards apply to Participant calls made to the customer care center that primarily services Customer's Participants. If Customer elects a specialized phone service model the results may be blended with more than one call center and/or level. They do not include calls made to care management personnel and/or calls to the senior center for Medicare Participants, nor do they include calls for services/products other than medical, such as mental health/substance abuse, pharmacy (except when United is Customer's pharmacy benefit services administrator), dental, vision, Health Savings Account, etc.		
Average Speed to Answer		
Definition	Calls will sequence through United's phone system and be answered by customer service within the parameters set forth.	
Measurement	Percentage of calls answered	100%
Criteria	Time answered in seconds, on average	seconds 30
Level	Standard tracking reports produced by the phone system for all calls	
Period	Team that services Customer's account	
Payment Period	Annually	
Fees at Risk	Total Dollars Payable for this metric	\$15,500
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	20%
Gradients	32 seconds or less 34 seconds or less 36 seconds or less 38 seconds or less Greater than 38 seconds	

Abandonment Rate		
Definition	The average call abandonment rate will be no greater than the percentage set forth	
Measurement	Percentage of total incoming calls to customer service abandoned, on average	2%
Criteria	Standard tracking reports produced by the phone system for all calls	
Level	Team that services Customer's account	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars Payable for this metric	\$15,500
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	20%
Gradients	2.01% - 2.50% 2.51% - 3.00% 3.01% - 3.50% 3.51% - 4.00% Greater than 4.00%	
Call Quality Score		
Definition	Maintain a call quality score of not less than the percent set forth	
Measurement	Call quality score to meet or exceed	93%
Criteria	Random sampling of calls are each assigned a customer service quality score, using United's standard internal call quality assurance program.	
Level	Office that services Customer's account	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars Payable for this metric	\$15,500
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	20%
Gradients	92.99% - 91.00% 90.99% - 89.00% 88.99% - 87.00% 86.99% - 85.00% Below 85.00%	
Satisfaction		
Employee (Member) Satisfaction		
Definition	The overall satisfaction will be determined by the question that reads "Overall, how satisfied are you with the way we administers your medical health insurance plan?"	
Measurement	Percentage of respondents, on average, indicating a grade of satisfied or higher	80%
Criteria	Operations standard survey, conducted over the course of the year; may be customer specific for an additional charge.	
Level	Office that services Customer's account	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars Payable for this metric	\$7,750
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	N/A
Gradients	Not applicable	
Customer Satisfaction		
Definition	The overall satisfaction will be determined by the question that reads "How satisfied are you overall with UnitedHealthcare?"	
Measurement	Minimum score on a 10 point scale	score 5
Criteria	Standard Customer Scorecard Survey	
Level	Customer specific	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars Payable for this metric	\$7,750
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	N/A
Gradients	Not applicable	

Medicare Supplemental plans are excluded from Performance Guarantees.

Pharmacy Financials				
Definition	Contracted pharmacy rates that will be delivered to You.			
Measurement and Criteria				01/01/2022
	Component Discount Guarantee - Standard Select/WAG Network			
	Retail Brand, Average Wholesale Price (AWP) less			19.9%
	Retail Generic, AWP less			86.2%
	Mail Order Brand, AWP less			25.0%
	Mail Order Generic, AWP less			86.4%
	The Guaranteed Discount amount will be determined by multiplying the AWP by the guaranteed discount off AWP by each component.			
	Dispensing Fees - Standard Select/WAG Network			
	Retail Brand			\$0.44
	Retail Generic			\$0.44
	Dispensing fee totals are calculated by multiplying the actual scripts for each type by the contracted rate for that script type.			
	Fixed Rebate Guarantee (Advantage PDL)			
	Basis, per script			Brand
	Retail - 30 and 90 Day			\$230.73
	Mail Order			\$658.18
Specialty			\$1,801.41	
Fees				
Variable Copay program (monthly, per eligible member)	\$0.15	\$0.15	\$0.15	
Level	Customer Specific			
Period	Annually			
Payment Period	Annually			
Payment Amount -- Discounts	The amount the actual discounts are less than the guaranteed discount amount for each individual component.			
Payment Amount -- Dispensing Fees	The amount the combined actual dispensing fee exceeds the combined contracted dispensing fee.			
Payment Amount -- Rebates	The amount the combined actual Rebate amount is less than the combined guaranteed Rebate amount.			
Conditions	<p>Discount & Dispense Fee Specific Conditions</p> <ul style="list-style-type: none"> Discounts are based on actual Network Pharmacy brand and generic usage of retail and mail order drugs. The guaranteed discount amount will be determined by multiplying the AWP by the contracted discount rate off AWP by component. Does not apply to items covered under the Plan for which no AWP measure exists. Discounts calculated based on AWP less the ingredient cost; discount percentages are the discounts divided by the AWP. Discounts for retail and mail order generic prescriptions represent the average AWP based on savings off Maximum Allowable Cost (MAC) pricing for MAC generics and percentage discount savings off AWP for non-MAC generics. All other discounts represent the percentage discount savings off of AWP. The arrangement excludes compound drugs, retail out of network claims, mail order drugs (for dispensing fee arrangement) and Indian Health Service Claims. The Arrangement excludes usual & customary claims, vaccines, long term care facility claims, over-the-counter claims. The Arrangement includes veterans' affairs facility claims. The Mail Order guarantee includes drugs dispensed for 46 days or greater. 			

- When a drug is identified as a brand name drug, it will be considered a brand name drug for the calculation of discount guarantees. When a drug is identified as a generic drug, it will be considered a generic drug for the calculation of discount guarantees.

- Specialty drugs dispensed outside United's specialty Pharmacy Network are included in the retail guarantees. Specialty drugs dispensed through United's specialty Pharmacy Network are excluded from the Retail and Mail guarantees.

- Drugs in the following Specialty therapeutic categories are included in the retail guarantees: None.

Rebate Specific Conditions

- Assumes implementation of United's Advantage PDL

- Client directed deviations from the PDL and PDL exclusions or uptiers, or clinical programs may result in changes to pricing and guarantees, which will be factored in at the time of rebate payment and/or reconciliation.

- Calculation of the guaranteed rebate amount will exclude ineligible claims including claims where the plan is not the primary payer, claims approved by formulary exception, claims not covered by Customer's benefit design or PDL, claims from 340B, long term care or federal government pharmacies, consumer card or discount card program claims and direct member reimbursement claims.

- Rebate guarantee payments or reconciliations may be adjusted in the event of a change impacting the level of rebates available due to the introduction of any new product (e.g. biosimilar, authorized brand alternative, lower cost non-Generic Drug alternative) or the reduction of WAC on a Brand Drug subject to Rebates.

United reserves the right to modify or eliminate this arrangement as follows based upon changes in Rebates:

- if changes made to United's PDL, for the purpose of achieving a lower net drug cost for Customer and United's other ASO customers, result in significant reductions to the Rebate level

- if the percentage of enrolled pharmacy members with coverage access to authorized brand alternatives exceeds 10%

- in the event that there are material deviations to the anticipated timing of drugs that will come off patent and no longer generate Rebates

- if there is a change impacting the availability or amount of Rebates offered by drug manufacturer(s), including changes related to the elimination or material modification of a drug manufacturer(s) historic models or practices related to the provision of Rebates

- if Customer changes or does not elect an incented plan design

- United will pay Fixed Rebates consistent with the Agreement. To the extent Rebates paid to United exceed the Fixed Rebate amount, We will retain the excess, including any Rebates United may earn on prescription drug products in any tiers not included in this arrangement and any related interest.

- Rebate Administrative Fee: United maintains systems and processes necessary for managing and administering Rebate programs. As consideration for these efforts, pharmaceutical manufacturers pay United administrative fees in addition to Rebates. Rebate Administration fees are included in the guaranteed rebate arrangement.

- If Customer terminates pharmacy benefit services with United prior to 12/31/2022, United will retain any and all pending or future Rebates payable under the Agreement as of the effective date of the termination of pharmacy benefit services.

- Drugs in the following Specialty therapeutic categories are included in the retail per-Brand guarantees: None.

- Over-the-counter and repackaged drugs, vaccines and devices are excluded from the claim counts.

- Multisource brand drugs are excluded from the claim counts.

General Conditions

- All pricing guarantees shall remain in effect for the entire contract period of 01/01/2022 through 12/31/2022 ("Pharmacy Pricing Term"). Each twelve month period is a Guarantee Period.

- Specialty drugs typically covered under the medical benefit (administered / handled by a provider, administered in a physician's office, ambulatory or home infusion), and/or transitioned to the pharmacy benefit, are excluded from all guarantees.

- On mail order drugs, specialty drugs, and retail pharmacy drugs and services including dispensing fees, United will retain the difference between what United reimburses the Network Pharmacy and Customer's payment for a prescription drug product or service.
 - Pricing and guarantees assume enrollment of 4,018 Employees and 8,447 Participants; pricing and guarantees may be revised or withdrawn if actual enrollment varies by 10% or more from assumptions.
 - The lessor of three logic (non-ZBL) will apply to Participant payments. Participants pay the lessor of the discounted price, the usual and customary charge or the cost share amount.
 - All pricing guarantees require the selection of United as the exclusive mail provider.
- United will have no financial guarantee obligation under the Agreement for any partial Guarantee Period if Customer terminates prior to the end of the Pharmacy Pricing Term.

• United reserves the right to revise or revoke this arrangement if: a) changes in federal, state or other applicable law or regulation require modifications; b) there are material changes to the AWP as published by the pricing agency that establishes the AWP as used in these arrangements; c) Customer makes benefit changes that impact the arrangements; d) there is a material industry change in pricing methodologies resulting in a new source or benchmark; e) it is not accepted within ninety (90) days of the issuance of our initial quote; f) if Customer changes their mail service benefit; g) Customer utilizes a vendor, that facilitates steering members to different drugs or pharmacies to the extent these services impact the financial guarantees under this Agreement.

TRRX (01/2021)

Specialty Pharmacy					
Specialty Pharmacy Discount Guarantee					
Definition	Specialty drug discount level based on actual specialty drug utilization for the specialty drugs dispensed through United's specialty Pharmacy Network. United reserves the right to change the designation of a drug from specialty to non-specialty based on market conditions.				
Measurement	<p>A composite of 19.2% for drugs dispensed through United's specialty Pharmacy Network. This guarantee is effective 01/01/2022 through 12/31/2022. See chart below for a list of Specialty Drugs.</p> <p>Specialty drugs not included on the list below and dispensed through United's specialty Pharmacy Network will be guaranteed at a discount of 14.0%.</p>				
Criteria	<p>Actual utilization, using Average Wholesale Price (AWP) in dollars, using our data, of listed specialty drugs through Our specialty Pharmacy Network will be multiplied against the discount target of 19.2% to determine the overall discount target dollars.</p> <p>The overall discount target dollars may be adjusted based on utilization of unlisted drugs to which the separate 14.0% discount applies. This total will be compared to actual discounts achieved for these drugs during the Guarantee Period.</p>				
Level	Customer Specific				
Period	Annual				
Payment Period	Annual				
Payment Amount	The amount the combined actual specialty drug discounts are less than the 19.2% composite discount drug target.				
Conditions	<ul style="list-style-type: none"> Discounts calculated based on the AWP less the ingredient cost; discount percentages are the discounts divided by the AWP. Discounts for retail generic prescriptions represent the average savings off AWP based on Maximum Allowable Cost (MAC) pricing for MAC generics and percentage discount savings off AWP for non-MAC generics. All other discounts represent the percentage discount savings off of AWP. Specialty drugs dispensed outside United's specialty Pharmacy Network, drugs for which no AWP measure exists and non-drug items are excluded. Listed drugs which cease to be defined as specialty drugs during the Guarantee Period will be reconciled outside of the Specialty Pharmacy guarantee in the channel in which they are dispensed (retail or mail order). Specialty drugs typically covered under the medical benefit (administered / handled by a provider, administered in a physician's office, ambulatory or home infusion), and/or transitioned to the pharmacy benefit, are excluded from all guarantees. United reserves the right to revise or revoke this guarantee if: a) changes in federal, state or other applicable law or regulation require modifications; b) there are material changes to the AWP as published by the pricing agency that establishes the AWP as used in this guarantee; c) Customer makes benefit changes that impact the guarantee; d) there is a material industry change in pricing methodologies resulting in a new source or benchmark e) if actual specialty utilization is not substantially similar to that in the experience period data on which our quote is based. On specialty drugs, United will retain the difference between what United reimburses the Network Pharmacy and Customer's payment for a prescription drug product or service. 				
Specialty Drug Category	Drug Name	Included/Excluded From Guarantee	Specialty Drug Category	Drug Name	Included/Excluded From Guarantee
ANEMIA	ARANESP	Included	INFLAMMATORY CONDITIONS	RINVOQ	Included
ANEMIA	EPOGEN	Included	INFLAMMATORY CONDITIONS	SILIQ	Included
ANEMIA	PROCRT	Included	INFLAMMATORY CONDITIONS	SIMPONI	Included
ANEMIA	RETACRIT	Included	INFLAMMATORY CONDITIONS	SKYRIZI	Included
ANTICONVULSANT	DIACOMIT	Included	INFLAMMATORY CONDITIONS	STELARA	Included
ANTICONVULSANT	EPIDIOLEX	Included	INFLAMMATORY CONDITIONS	TALTZ	Included
ANTHYPERLIPIDEMIC	JUXTAPID	Included	INFLAMMATORY CONDITIONS	TREMFYA	Included
ANTI-INFECTIVE	ARIKAYCE	Included	INFLAMMATORY CONDITIONS	XELJANZ	Included

ANTI-INFECTIVE	DARAPRIM	Included	INFLAMMATORY CONDITIONS	XELJANZ XR	Included
ANTI-INFECTIVE	PYRIMETHAMINE	Included	IRON OVERLOAD	DEFERASIROX	Included
ASTHMA	FASENRA	Included	IRON OVERLOAD	EXJADE	Included
ASTHMA	NUCALA	Included	IRON OVERLOAD	FERRIPROX	Included
CARDIOVASCULAR	NORTHERA	Included	IRON OVERLOAD	JADENU	Included
CARDIOVASCULAR	VYNDAMAX	Included	LIVER DISEASE	OCALIVA	Included
CARDIOVASCULAR	VYNDAQEL	Included	MONOCLONAL ANTIBODY MISCELLANEOUS	BENLYSTA	Included
CNS AGENTS	AUSTEDO	Included	MOOD DISORDER DRUGS	SPRAVATO	Included
CNS AGENTS	FIRDAPSE	Included	MULTIPLE SCLEROSIS	AMPYRA	Included
CNS AGENTS	HETLIOZ	Included	MULTIPLE SCLEROSIS	AUBAGIO	Included
CNS AGENTS	INGREZZA	Included	MULTIPLE SCLEROSIS	AVONEX	Included
CNS AGENTS	RILUTEK	Included	MULTIPLE SCLEROSIS	BETASERON	Included
CNS AGENTS	RILUZOLE	Included	MULTIPLE SCLEROSIS	COPAXONE	Included
CNS AGENTS	RUZURGI	Included	MULTIPLE SCLEROSIS	DALFAMPRIDIN	Included
CNS AGENTS	SABRIL	Included	MULTIPLE SCLEROSIS	DIMETHYL FUMARATE	Included
CNS AGENTS	TETRABENAZINE	Included	MULTIPLE SCLEROSIS	EXTAVIA	Included
CNS AGENTS	TIGLUTIK	Included	MULTIPLE SCLEROSIS	GILENYA	Included
CNS AGENTS	VIGABATRIN	Included	MULTIPLE SCLEROSIS	GLATIRAMER	Included
CNS AGENTS	VIGADRONE	Included	MULTIPLE SCLEROSIS	GLATOPA	Included
CNS AGENTS	XENAZINE	Included	MULTIPLE SCLEROSIS	MAVENCLAD	Included
CNS AGENTS	XYREM	Included	MULTIPLE SCLEROSIS	MAYZENT	Included
CYSTIC FIBROSIS	BETHKIS	Included	MULTIPLE SCLEROSIS	PLEGRIDY	Included
CYSTIC FIBROSIS	CAYSTON	Included	MULTIPLE SCLEROSIS	REBIF	Included
CYSTIC FIBROSIS	KALYDECO	Included	MULTIPLE SCLEROSIS	REBIF REBIDOSE	Included
CYSTIC FIBROSIS	KITABIS PAK	Included	MULTIPLE SCLEROSIS	TECFIDERA	Included
CYSTIC FIBROSIS	ORKAMBI	Included	MULTIPLE SCLEROSIS	VUMERITY	Included
CYSTIC FIBROSIS	PULMOZYME	Included	NARCOLEPSY	WAKIX	Included
CYSTIC FIBROSIS	SYMDEKO	Included	NEUTROPENIA	FULPHILA	Included
CYSTIC FIBROSIS	TOBI	Included	NEUTROPENIA	GRANIX	Included
CYSTIC FIBROSIS	TOBI PODHALER	Included	NEUTROPENIA	LEUKINE	Included
CYSTIC FIBROSIS	TOBRAMYCIN	Included	NEUTROPENIA	NEULASTA	Included
CYSTIC FIBROSIS	TRIKAFTA	Included	NEUTROPENIA	NEUPOGEN	Included
ENDOCRINE	BUPHENYL	Included	NEUTROPENIA	NIVESTYM	Included
ENDOCRINE	CARBAGLU	Included	NEUTROPENIA	UDENYCA	Included
ENDOCRINE	CHENODAL	Included	NEUTROPENIA	ZARXIO	Included
ENDOCRINE	CLOVIQUE	Included	NEUTROPENIA	ZIEXTENZO	Included
ENDOCRINE	CUPRIMINE	Included	ONCOLOGY - INJECTABLE	ELIGARD	Included
ENDOCRINE	CYSTADANE	Included	ONCOLOGY - INJECTABLE	INTRON A	Included
ENDOCRINE	CYSTARAN	Included	ONCOLOGY - INJECTABLE	LEUPROLIDE	Included
ENDOCRINE	DEPEN TITRATABS	Included	ONCOLOGY - INJECTABLE	SYLATRON	Included
ENDOCRINE	D-PENAMINE	Included	ONCOLOGY - INJECTABLE	SYNRIBO	Included
ENDOCRINE	EGRIFTA	Included	ONCOLOGY - ORAL	ABIRATERONE	Included
ENDOCRINE	FIRMAGON	Included	ONCOLOGY - ORAL	AFINITOR	Included
ENDOCRINE	GATTEX	Included	ONCOLOGY - ORAL	AFINITOR DISPERZ	Included

ENDOCRINE	H.P. ACTHAR	Included	ONCOLOGY - ORAL	ALECENSA	Included
ENDOCRINE	ISTURISA	Included	ONCOLOGY - ORAL	ALKERAN	Included
ENDOCRINE	JYNARQUE	Included	ONCOLOGY - ORAL	ALUNBRIG	Included
ENDOCRINE	KEVEYIS	Included	ONCOLOGY - ORAL	AYVAKIT	Included
ENDOCRINE	KORLYM	Included	ONCOLOGY - ORAL	BALVERSA	Included
ENDOCRINE	KUVAN	Included	ONCOLOGY - ORAL	BEXAROTENE	Included
ENDOCRINE	MYALEPT	Included	ONCOLOGY - ORAL	BOSULIF	Included
ENDOCRINE	NATPARA	Included	ONCOLOGY - ORAL	BRAFTOVI	Included
ENDOCRINE	NITYR	Included	ONCOLOGY - ORAL	CABOMETYX	Included
ENDOCRINE	OCTREOTIDE ACETATE	Included	ONCOLOGY - ORAL	CALQUENCE	Included
ENDOCRINE	PENICILLAMINE	Included	ONCOLOGY - ORAL	CAPECITABINE	Included
ENDOCRINE	PROCYSBI	Included	ONCOLOGY - ORAL	CAPRELSA	Included
ENDOCRINE	RAVICTI	Included	ONCOLOGY - ORAL	COMETRIQ	Included
ENDOCRINE	SAMSCA	Included	ONCOLOGY - ORAL	COPIKTRA	Included
ENDOCRINE	SANDOSTATIN	Included	ONCOLOGY - ORAL	COTELLIC	Included
ENDOCRINE	SIGNIFOR	Included	ONCOLOGY - ORAL	DAURISMO	Included
ENDOCRINE	SODIUM PHENYLBUTYRATE	Included	ONCOLOGY - ORAL	ERIVEDGE	Included
ENDOCRINE	SOMATULINE DEPOT	Included	ONCOLOGY - ORAL	ERLEADA	Included
ENDOCRINE	SOMAVERT	Included	ONCOLOGY - ORAL	ERLOTINIB	Included
ENDOCRINE	SYPRINE	Included	ONCOLOGY - ORAL	ETOPOSIDE	Included
ENDOCRINE	THIOLA	Included	ONCOLOGY - ORAL	EVEROLIMUS	Included
ENDOCRINE	TOLVAPTAN	Included	ONCOLOGY - ORAL	FARYDAK	Included
ENDOCRINE	TRIENTINE	Included	ONCOLOGY - ORAL	GILOTRIF	Included
ENDOCRINE	XERMELO	Included	ONCOLOGY - ORAL	GLEEVEC	Included
ENDOCRINE	XURIDEN	Included	ONCOLOGY - ORAL	GLEOSTINE	Included
ENZYME DEFICIENCY	CHOLBAM	Included	ONCOLOGY - ORAL	HYCAMTIN	Included
ENZYME DEFICIENCY	CYSTAGON	Included	ONCOLOGY - ORAL	IBRANCE	Included
ENZYME DEFICIENCY	GALAFOLD	Included	ONCOLOGY - ORAL	ICLUSIG	Included
ENZYME DEFICIENCY	MIGLUSTAT	Included	ONCOLOGY - ORAL	IDHIFA	Included
ENZYME DEFICIENCY	NITISINONE	Included	ONCOLOGY - ORAL	IMATINIB MESYLATE	Included
ENZYME DEFICIENCY	ORFADIN	Included	ONCOLOGY - ORAL	IMBRUVICA	Included
ENZYME DEFICIENCY	PALYNZIQ	Included	ONCOLOGY - ORAL	INLYTA	Included
ENZYME DEFICIENCY	STRENSIQ	Included	ONCOLOGY - ORAL	INREBIC	Included
ENZYME DEFICIENCY	SUCRAID	Included	ONCOLOGY - ORAL	IRESSA	Included
ENZYME DEFICIENCY	TEGSEDI	Included	ONCOLOGY - ORAL	JAKAFI	Included
ENZYME DEFICIENCY	ZAVESCA	Included	ONCOLOGY - ORAL	KISQALI	Included
GAUCHERS DISEASE	CERDELGA	Included	ONCOLOGY - ORAL	KISQALI FEMARA	Included
GROWTH HORMONE DEFICIENCY	GENOTROPIN	Included	ONCOLOGY - ORAL	LENVIMA	Included
GROWTH HORMONE DEFICIENCY	HUMATROPE	Included	ONCOLOGY - ORAL	LONSURF	Included
GROWTH HORMONE DEFICIENCY	INCRELEX	Included	ONCOLOGY - ORAL	LORBRENA	Included
GROWTH HORMONE DEFICIENCY	NORDITROPIN	Included	ONCOLOGY - ORAL	LYNPARZA	Included
GROWTH HORMONE DEFICIENCY	NUTROPIN AQ	Included	ONCOLOGY - ORAL	MATULANE	Included
GROWTH HORMONE DEFICIENCY	OMNITROPE	Included	ONCOLOGY - ORAL	MEKINIST	Included
GROWTH HORMONE DEFICIENCY	SAIZEN	Included	ONCOLOGY - ORAL	MEKTOVI	Included
GROWTH HORMONE DEFICIENCY	SEROSTIM	Included	ONCOLOGY - ORAL	MELPHALAN	Included

GROWTH HORMONE DEFICIENCY	ZOMACTON	Included	ONCOLOGY - ORAL	MESNEX	Included
GROWTH HORMONE DEFICIENCY	ZORBTVIE	Included	ONCOLOGY - ORAL	NERLYNX	Included
HEMATOLOGIC	BERINERT	Included	ONCOLOGY - ORAL	NEXAVAR	Included
HEMATOLOGIC	CABLIVI	Included	ONCOLOGY - ORAL	NILANDRON	Included
HEMATOLOGIC	CINRYZE	Included	ONCOLOGY - ORAL	NILUTAMIDE	Included
HEMATOLOGIC	DOPTELET	Included	ONCOLOGY - ORAL	NINLARO	Included
HEMATOLOGIC	FIRAZYR	Included	ONCOLOGY - ORAL	NUBEQA	Included
HEMATOLOGIC	HAEGARDA	Included	ONCOLOGY - ORAL	ODOMZO	Included
HEMATOLOGIC	ICATIBANT	Included	ONCOLOGY - ORAL	PEMAZYRE	Included
HEMATOLOGIC	MOZOBIL	Included	ONCOLOGY - ORAL	PIQRAY	Included
HEMATOLOGIC	MULPLETA	Included	ONCOLOGY - ORAL	POMALYST	Included
HEMATOLOGIC	OXBRYTA	Included	ONCOLOGY - ORAL	PURIXAN	Included
HEMATOLOGIC	PROMACTA	Included	ONCOLOGY - ORAL	REVLIMID	Included
HEMATOLOGIC	RUCONEST	Included	ONCOLOGY - ORAL	ROZLYTREK	Included
HEMATOLOGIC	TAKHZYRO	Included	ONCOLOGY - ORAL	RUBRACA	Included
HEMATOLOGIC	TAVALISSE	Included	ONCOLOGY - ORAL	RYDAPT	Included
HEMOPHILIA - INFUSED	ADVATE	Included	ONCOLOGY - ORAL	SPRYCEL	Included
HEMOPHILIA - INFUSED	ADYNOVATE	Included	ONCOLOGY - ORAL	STIVARGA	Included
HEMOPHILIA - INFUSED	AFSTYLA	Included	ONCOLOGY - ORAL	SUTENT	Included
HEMOPHILIA - INFUSED	ALPHANATE/VON WILLEBRAND	Included	ONCOLOGY - ORAL	TABLOID	Included
HEMOPHILIA - INFUSED	ALPHANINE SD	Included	ONCOLOGY - ORAL	TAFINLAR	Included
HEMOPHILIA - INFUSED	ALPROLIX	Included	ONCOLOGY - ORAL	TAGRISSE	Included
HEMOPHILIA - INFUSED	BENEFIX	Included	ONCOLOGY - ORAL	TALZENNA	Included
HEMOPHILIA - INFUSED	COAGADEX	Included	ONCOLOGY - ORAL	TARCEVA	Included
HEMOPHILIA - INFUSED	CORIFACT	Included	ONCOLOGY - ORAL	TARGETIN	Included
HEMOPHILIA - INFUSED	ELOCTATE	Included	ONCOLOGY - ORAL	TASIGNA	Included
HEMOPHILIA - INFUSED	FEIBA	Included	ONCOLOGY - ORAL	TEMODAR	Included
HEMOPHILIA - INFUSED	HEMOPIL M	Included	ONCOLOGY - ORAL	TEMOZOLOMIDE	Included
HEMOPHILIA - INFUSED	HUMATE-P	Included	ONCOLOGY - ORAL	THALOMID	Included
HEMOPHILIA - INFUSED	IDELVION	Included	ONCOLOGY - ORAL	TIBSOVO	Included
HEMOPHILIA - INFUSED	IXINITY	Included	ONCOLOGY - ORAL	TRETINOIN	Included
HEMOPHILIA - INFUSED	JIVI	Included	ONCOLOGY - ORAL	TUKYSA	Included
HEMOPHILIA - INFUSED	KOATE	Included	ONCOLOGY - ORAL	TURALIO	Included
HEMOPHILIA - INFUSED	KOATE-DVI	Included	ONCOLOGY - ORAL	TYKERB	Included
HEMOPHILIA - INFUSED	KOGENATE FS	Included	ONCOLOGY - ORAL	VENCLEXTA	Included
HEMOPHILIA - INFUSED	KOVALTRY	Included	ONCOLOGY - ORAL	VERZENIO	Included
HEMOPHILIA - INFUSED	MONONINE	Included	ONCOLOGY - ORAL	VITRAKVI	Included
HEMOPHILIA - INFUSED	NOVOEIGHT	Included	ONCOLOGY - ORAL	VIZIMPRO	Included

HEMOPHILIA - INFUSED	NOVOSEVEN RT	Included	ONCOLOGY - ORAL	VOTRIENT	Included
HEMOPHILIA - INFUSED	NUWIQ	Included	ONCOLOGY - ORAL	XALKORI	Included
HEMOPHILIA - INFUSED	PROFILNINE	Included	ONCOLOGY - ORAL	XELODA	Included
HEMOPHILIA - INFUSED	REBINYN	Included	ONCOLOGY - ORAL	XOSPATA	Included
HEMOPHILIA - INFUSED	RECOMBINATE	Included	ONCOLOGY - ORAL	XPOVIO	Included
HEMOPHILIA - INFUSED	RIXUBIS	Included	ONCOLOGY - ORAL	XTANDI	Included
HEMOPHILIA - INFUSED	TRETTEN	Included	ONCOLOGY - ORAL	YONSA	Included
HEMOPHILIA - INFUSED	VONVENDI	Included	ONCOLOGY - ORAL	ZEJULA	Included
HEMOPHILIA - INFUSED	WILATE	Included	ONCOLOGY - ORAL	ZELBORAF	Included
HEMOPHILIA - INFUSED	XYNTHA	Included	ONCOLOGY - ORAL	ZOLINZA	Included
HEMOPHILIA - INJECTABLE	HEMLIBRA	Included	ONCOLOGY - ORAL	ZYDELIG	Included
HEPATITIS B	ADEFOVIR DIPIVOXIL	Included	ONCOLOGY - ORAL	ZYKADIA	Included
HEPATITIS B	BARACLUDGE	Included	ONCOLOGY - ORAL	ZYTIGA	Included
HEPATITIS B	ENTECAVIR	Included	ONCOLOGY - TOPICAL	TARGETIN	Included
HEPATITIS B	EPIVIR HBV	Included	ONCOLOGY - TOPICAL	VALCHLOR	Included
HEPATITIS B	HEPSERA	Included	OPHTHALMIC	OXERVATE	Included
HEPATITIS B	LAMIVUDINE HBV	Included	OSTEOPOROSIS	FORTEO	Included
HEPATITIS B	VELMIDY	Included	OSTEOPOROSIS	TYMLOS	Included
HEPATITIS C	EPCLUSA	Included	PARKINSONS DISEASE	APOKYN	Included
HEPATITIS C	HARVONI	Included	PARKINSONS DISEASE	INBRIJA	Included
HEPATITIS C	LEDIPASVIR/SOFOSBUVIR	Included	PULMONARY DISEASE	ESBRIET	Included
HEPATITIS C	MAVYRET	Included	PULMONARY DISEASE	OFEV	Included
HEPATITIS C	PEGASYS	Included	PULMONARY HYPERTENSION	ADCIRCA	Included
HEPATITIS C	PEGINTRON	Included	PULMONARY HYPERTENSION	ADEMPAS	Included
HEPATITIS C	SOFOSBUVIR/VELPATASVIR	Included	PULMONARY HYPERTENSION	ALYQ	Included
HEPATITIS C	SOVALDI	Included	PULMONARY HYPERTENSION	AMBRISENTAN	Included
HEPATITIS C	VIEKIRA PAK	Included	PULMONARY HYPERTENSION	BOSENTAN	Included
HEPATITIS C	VOSEVI	Included	PULMONARY HYPERTENSION	LETAIRIS	Included
HEPATITIS C	ZEPATIER	Included	PULMONARY HYPERTENSION	OPSUMIT	Included
IMMUNE MODULATOR	ACTIMMUNE	Included	PULMONARY HYPERTENSION	ORENITRAM	Included
IMMUNE MODULATOR	ARCALYST	Included	PULMONARY HYPERTENSION	REVATIO	Included
INFERTILITY	CETROTIDE	Included	PULMONARY HYPERTENSION	SILDENAFIL	Included
INFERTILITY	CHORIONIC GONADOTROPIN	Included	PULMONARY HYPERTENSION	TADALAFIL	Included
INFERTILITY	FOLLISTIM AQ	Included	PULMONARY HYPERTENSION	TRACLEER	Included
INFERTILITY	GANIRELIX ACETATE	Included	PULMONARY HYPERTENSION	TYVASO	Included
INFERTILITY	GONAL-F	Included	PULMONARY HYPERTENSION	UPTRAVI	Included

INFERTILITY	GONAL-F RFF	Included	PULMONARY HYPERTENSION	VENTAVIS*	Included
INFERTILITY	MENOPUR	Included	TRANSPLANT	ASTAGRAF XL	Included
INFERTILITY	NOVAREL	Included	TRANSPLANT	CELLCEPT	Included
INFERTILITY	OVIDREL	Included	TRANSPLANT	CYCLOSPORINE	Included
INFERTILITY	PREGNYL	Included	TRANSPLANT	CYCLOSPORINE MODIFIED	Included
INFLAMMATORY CONDITIONS	ACTEMRA	Included	TRANSPLANT	ENVARUSUS XR	Included
INFLAMMATORY CONDITIONS	CIMZIA	Included	TRANSPLANT	EVEROLIMUS	Included
INFLAMMATORY CONDITIONS	COSENTYX	Included	TRANSPLANT	GENGRAF	Included
INFLAMMATORY CONDITIONS	DUPIXENT	Included	TRANSPLANT	MYCOPHENOLATE MOFETIL	Included
INFLAMMATORY CONDITIONS	EMFLAZA	Included	TRANSPLANT	MYCOPHENOLIC ACID DR	Included
INFLAMMATORY CONDITIONS	ENBREL	Included	TRANSPLANT	MYFORTIC	Included
INFLAMMATORY CONDITIONS	HUMIRA	Included	TRANSPLANT	NEORAL	Included
INFLAMMATORY CONDITIONS	ILUMYA	Included	TRANSPLANT	PROGRAF	Included
INFLAMMATORY CONDITIONS	KEVZARA	Included	TRANSPLANT	RAPAMUNE	Included
INFLAMMATORY CONDITIONS	KINERET	Included	TRANSPLANT	SANDIMMUNE	Included
INFLAMMATORY CONDITIONS	OLUMIANT	Included	TRANSPLANT	SIROLIMUS	Included
INFLAMMATORY CONDITIONS	ORENCIA	Included	TRANSPLANT	TACROLIMUS	Included
INFLAMMATORY CONDITIONS	OTEZLA	Included	TRANSPLANT	ZORTRESS	Included
INFLAMMATORY CONDITIONS	RIDAURA	Included			

*Includes Nebulizer

Generic equivalents may be dispensed in lieu of brands.

9/2020

Market Check

Following the initial eighteen month (18) months of the Agreement (but not before), Customer or its designee may provide United a written firm proposal for pharmacy benefit management services offered by a pharmacy benefit management service provider to Customer which takes into account, the aggregate plan design, clinical and trend programs, pharmacy network, specialty pharmacy and mail pharmacy utilization, demographics and other relevant factors for comparable companies (“Customer Current Market Price”). PHM shall have a reasonable opportunity to evaluate the Customer’s Current Market Price. If the Customer or its designee conclude that the Customer’s Current Market Price would yield an annual two percent (2%) or more savings of the Net Plan Costs (with Net Plan Costs defined as the sum of the cost of Covered Drugs, dispensing fees, and claims administrative fees, less Rebates received by Customer) under the Agreement, and United is unable or unwilling to offer new terms and conditions that would result in savings offered by competing offer, as determined by the Customer or its designee, then Customer may terminate the Agreement upon ninety (90) days’ prior written notice to United.

**EXHIBIT A-3 TO THE MASTER PURCHASE AGREEMENT BETWEEN UNITED
HEALTHCARE SERVICES, INC. AND CITY AND COUNTY OF DENVER IS
AMENDED AS NOTED BELOW:**

- I. Effective January 1, 2022, Exhibit A-3 Self-Funded benefit plan stop loss insurance policy and application is amended to add Amendment No. 2 to reflect the Policy Period from January 1, 2022 through December 31, 2022 as follows:

**AGREEMENT
BETWEEN THE CITY AND COUNTY OF DENVER
AND
UNITED HEALTHCARE SERVICES, INC.**

EXHIBIT A-3.1

2022 Self-Funded Benefit Plan
Stop Loss Insurance Policy

UnitedHealthcare Insurance Company

A Stock Company

185 Asylum Street, Hartford, Connecticut

Phone: 1-877-294-1429

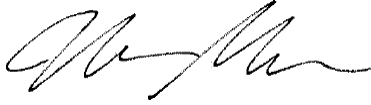
AMENDMENT NO. 2

Amendment to be attached to and made a part of Group Policy No. GA-717340AL, issued by UnitedHealthcare Insurance Company (herein called "Company") to City and County of Denver (herein called "Policyholder").

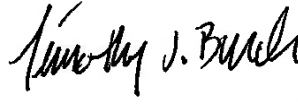
It is agreed by and between the Company and the Policyholder that

1. The page entitled "Schedule Of Benefits" as contained in the Policy is hereby replaced with the attached page entitled "Schedule Of Benefits".
2. This Amendment will hereby be effective as of January 1, 2022.

UnitedHealthcare Insurance Company



William J Golden, President



Timothy J. Burch, Secretary

ACCEPTED BY: _____

Title: _____

Date: _____

UnitedHealthcare Insurance Company

A Stock Company

185 Asylum Street, Hartford, Connecticut

Phone: 1-877-294-1429

SCHEDULE OF BENEFITS

This Schedule of Benefits is only applicable to Excess Loss Insurance provided by the Company during the Policy Period shown below.

Policyholder: City and County of Denver

Policy Number: GA-717340AL

Effective Date: January 1, 2022

Administrator: United HealthCare Services, Inc.

Coverage specified herein is applicable only during the Policy Period from January 1, 2022 through December 31, 2022, and is further subject to all terms and conditions of this Policy.

SPECIFIC EXCESS LOSS INSURANCE

Benefit Period: Covered Expenses Incurred from January 1, 2022 through December 31, 2022 and Paid from January 1, 2022 through December 31, 2023.

Specific Deductible per Covered Person: \$375,000

Specific Percentage Reimbursable: 100%

Maximum Specific Benefit per Covered Person: Unlimited

Specific Excess Loss Insurance includes:

- Medical
- Stand Alone Prescription Drug Program

Specific Excess Loss Premium: \$51.48 per subscriber per month

ISL includes a 40% rate cap and no new laser for 2023 renewal

On the ISL coverage, UHC will agree to not issue new lasers upon renewal, excluding any individual identified as a new enrollee. In the event an individual exceeds the ISL level for two consecutive years and is deemed to be an ongoing large dollar claimant, UnitedHealthcare reserves the right to laser that individual on the subsequent renewal. Lasering alternatives may be presented along with a no laser option. With each renewal we are willing to consider extending this provision the next subsequent year.

AGGREGATE EXCESS LOSS INSURANCE

Benefit Period: Covered Expenses Incurred from January 1, 2020 through December 31, 2022 and Paid from January 1, 2022 through December 31, 2022.

Aggregate Excess Loss Insurance includes:

- Medical
- Stand Alone Prescription Drug Program

Aggregate Percentage Reimbursable: 100%

Maximum Aggregate Benefit: \$2,000,000 per Policy Year

Minimum Annual Aggregate Deductible: \$73,737,168 or 95% of the first Monthly Aggregate Deductible amount times 12, whichever is greater

Maximum Covered Expenses per Covered Person accumulating toward the Maximum Aggregate Benefit: \$375,000

Monthly Aggregate Factors: \$1,609.80 per subscriber

Aggregate Excess Loss Premium: \$2.18 per subscriber per month