



Aetna Version: September 2023

Account Team Information	
SAE Name:	Saleh Rostami
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SAE Email:	Rostamis@aetna.com
AM Name:	Daisy Raso
AM Phone:	
AM Email:	Daisy.Raso@CVSHealth.com
Customer Type	
<input checked="" type="checkbox"/> Employer <input type="checkbox"/> Coalition <input type="checkbox"/> TPA Liable <input type="checkbox"/> TPA Non-Liable <input type="checkbox"/> Health Plan	
Customer Information	
Customer Name (“Customer”):	Brazoria County
Eligible Carrier, Account, & Group(s) (CAG)	85784653
Coalition/TPA/Health Plan name if different from Customer name:	
High-Deductible Health Plan (“HDHP”) with health savings accounts (“HSA”) included	<input checked="" type="radio"/> Yes <input type="radio"/> No
HDHP with HSA Eligible Carrier, Account, & Group(s) (CAG)	85784653
Onsite/External Pharmacy Included in ES/EES Network	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

This Vendor Election Form (“VEF”), once executed, is an exhibit to the Point Solutions Management Amendment (“Amendment”) between Aetna Life Insurance Company (“Aetna”), and Customer. All capitalized terms used in this VEF and not otherwise defined shall have the meanings set forth in the Amendment or Agreement. In the event of a conflict between the terms of this VEF and the terms of this Amendment, the terms of this VEF shall control.

PrudentRx, LLC (“Vendor” or “PrudentRx”) provides co-pay program related services to plan sponsors that include guidance on plan benefit design for specialty products and assistance to members to secure available copay assistance for specialty drugs through the various programs funded by pharmaceutical companies (“PrudentRx Solution”).

Customer agrees to implement the PrudentRx Solution pursuant to the Point Solutions Management Amendment effective with the following parameters:

PRUDENTRX SOLUTION:

Additional Defined Terms:

“**Benefit Cap**” means the maximum amount of funds available from the drug manufacturer under a Pharma Copayment Assistance Program. The Benefit Cap and copay program periods can vary by drug manufacturer and the Participating Member’s enrollment date in the program. If a Specialty Drug does not have a Pharma Copayment Assistance Program, the Benefit Cap will be zero for such Specialty Drug for purposes of the PrudentRx Solution.

“**Cost Share**” means the copayment, coinsurance or deductible that a Member is responsible for paying for a Specialty Drug.

“**Covered Class**” means a therapeutic class that is included in the PrudentRx Solution, as specified on Attachment 1. Covered Classes are updated from time to time and are available to Customer upon request. Covered Classes may vary depending on Customer’s exclusive specialty setup and Program Drug List selected by Customer.

“**Eligible Member**” means a Member who is prescribed a Program Product and whose prescription benefit includes the PrudentRx Solution. For clarity, all Members whose prescription benefit includes the PrudentRx Solution are eligible to participate in the PrudentRx Solution when prescribed a Program Product.

“**Essential Health Benefits**” shall have the meaning given to such term at 42 U.S.C. § 18022(b), which currently includes items and services in the following ten benefit categories: (1) ambulatory patient services; (2) emergency services; (3) hospitalization; (4) maternity and newborn care; (5) mental health and substance use disorder services including behavioral health treatment; (6) prescription drugs; (7) rehabilitative and habilitative services and devices; (8) laboratory services; (9) preventive and wellness services and chronic disease management; and (10) pediatric services, including oral and vision care.

“**HDHP Member**” means a Participating Member who is enrolled in a HDHP with an HSA.

“**Member**” means a Plan Participant (as such term is defined in the Agreement).

“**Non-Participating Member**” means a Member who: (i) affirmatively elects to opt-out of the PrudentRx Solution; (ii) fails to complete any required enrollment process for the PrudentRx Solution (as described below); or (iii) fails to comply with the terms of the PrudentRx Solution (e.g., fails to enroll in an available Pharma Copayment Assistance Program).

“**Participating Member**” means an Eligible Member, subject to completing any required enrollment process for the PrudentRx Solution (as described below); but excluding any Non-Participating Member.

“**Pharma Copayment Assistance Program**” means a program sponsored by a pharmaceutical company that provides financial assistance for payment of the patient’s cost-share for those patients who meet the program eligibility criteria, as established by the pharmaceutical company, but excluding any program that conditions assistance on financial need.

“**Plan**” means a health benefit plan(s) sponsored by Customer that includes the prescription drug benefit and designated by Customer as participating in the PrudentRx Solution.

“**Program Drug List**” means a “*PrudentRx Program Drug List*,” which is a listing of Specialty Drugs that will be included in the PrudentRx Solution for Customer, selected by Client for the Plan and subject to modification to align with Client Plan design and Client specialty drug list.

“**Program Product**” means a Specialty Drug that is listed on the Program Drug List selected by Customer for the Plan.

“**Specialty Drug**” generally means a pharmaceutical, biotech or biological drug that requires special handling, is high cost, and/or is used in the management of chronic or genetic disease, including but not limited to, injectable, infused, or oral medications

“**Specialty Tier**” means the adjudication tier for Specialty Drugs.

Program Description: The PrudentRx Solution shall consist of the following elements:

- **Scope:** Pharma Copayment Assistance Programs. The PrudentRx Solution is available only to Eligible Members.
- **Plan Design:** For the Plans participating in the PrudentRx Solution, as designated by Customer in the “Customer Information” in the table above, Customer shall adopt a plan design for Specialty Drugs in a Covered Class that consists of the following elements:
 - **Specialty Tier:** Customer will implement a Specialty Tier. Products on the Specialty Tier shall be subject to a thirty percent (30%) Cost Share for both Participating Members and Non-Participating Members, after satisfaction of any applicable deductible. All Specialty Drugs in a Covered Class shall be adjudicated at the Specialty Tier.
 - **Non-Essential Health Benefits:** Products in a Covered Class exceeding the maximum count required for that Covered Class by any state benchmark plan shall be deemed non-Essential Health Benefits. Program Drug Lists meet or exceed the benchmark plan requirements of all fifty states and Washington, D.C.
 - **Coverage Process:** When the Benefit Cap has been reached based on a Pharma Copayment Assistance Program for a Participating Member for a Program Product and thus the Pharma Copayment Assistance Program is not available, including where the Program Product does not have a Pharma Copayment Assistance Program available and thus the Benefit Cap is zero, the Plan shall assume responsibility for the Cost Share for the Program Product unless and until financial assistance is again available to the Participating Member under the Pharma Copayment Assistance Program. This shall include any amounts not paid by a Pharma Copayment Assistance Program, such as when there is a residual leftover after applying the maximum copay assistance to the claim. As an exception to the foregoing, when the Benefit Cap has been reached for an HDHP Member for a Program Product that is not listed on the plan’s HDHP Preventive Drug List, the Plan shall not assume responsibility for the Cost Share for such Program Product until such time as the Member deductible has been satisfied.
 - **Deductible and OOP Max:** Amounts paid *for the benefit of a Member*, including amounts paid by a Pharma Copayment Assistance Program, for a Program Product shall *not* be counted toward any Member deductible or any Member out of pocket maximum obligation, unless otherwise required by applicable law. Amounts paid *by a Member* for a Program Product that is *not* an Essential Health Benefit shall *not* be counted toward any Member deductible or any Member Affordable Care Act (“ACA”) out of pocket maximum obligation, unless otherwise required by applicable law; except that amounts paid by an

HDHP Member shall be counted toward the Member deductible. Amounts paid *by a Member* for a Program Product that is an Essential Health Benefit shall be counted toward any Member deductible and any Member ACA out of pocket maximum obligation.

- Summary Plan Description. The Customer shall adopt language in its Summary Plan Description that aligns with the above requirements. A template for such language is provided on Attachment 2. Although PrudentRx will assist with the language in the Summary Plan Description, the Customer and the Plan administrator remain responsible for fulfilling their fiduciary duties under ERISA with respect to the content of the Summary Plan Description.
- Program Drug List: Customer shall select a standard Program Drug List, which Program Drug List shall be subject to review and approval by Aetna to verify plan design alignment with the plan formulary (i.e., no cost share disadvantage of preferred formulary products).
- Member Notification & Participation: PrudentRx will work in conjunction with Customer to develop a communication and participation process regarding the PrudentRx Solution, to include the following:
 - Following receipt of the Eligible Member information where Eligible Member is confirmed as currently prescribed a Program Product, PrudentRx will send a standardized and non-editable notice to Eligible Members. These Eligible Members will be identified via historic claim files approximately thirty-five (35) days prior to intended implementation date of the PrudentRx Solution.
 - In order to complete enrollment in the PrudentRx Solution, following receipt of the welcome letter, Eligible Members who are utilizing a Program Product for which there is an available Pharma Copayment Assistance Program must contact PrudentRx to register (or validate prior registration) in the Pharma Copayment Assistance Program. Eligible Members who are utilizing a Program Product for which there is no available Pharma Copayment Assistance Program require no additional action to complete enrollment in PrudentRx Solution.

Approximately five (5) to seven (7) business days after notice has mailed, PrudentRx will coordinate telephonic outreach to Members utilizing a Program Product for which there is an available Pharma Copayment Assistance Program, but who have yet to contact PrudentRx. If telephonic outreach does not result in contact with a Member, PrudentRx will make additional attempts either via telephonic or digital communication to participate in the PrudentRx Solution. PrudentRx outreach may also include a written letter to the Member providing notice that the Member needs to contact PrudentRx to participate in the PrudentRx Solution and that if the Member fails to call PrudentRx within time frame specified in the letter, the Member will be responsible for the full amount of the member cost share on the specialty medication. For clarity, digital communications will be sent by CVS Specialty to Members who have opted to receive digital communication who cannot be reached telephonically.

- PrudentRx will implement a high touch comprehensive communication process for Members who are projected to participate in the PrudentRx Solution at the Customer's launch date.

Once the PrudentRx Solution is live for Customer, PrudentRx will identify net-new utilizers of Program Products within one (1) business day of receipt of a claim for a Program Product. PrudentRx shall conduct outreach to the Member if the Member is not currently enrolled in an available Pharma Copayment Assistance Program. PrudentRx shall coordinate with the Member and seek to complete Member enrollment in the applicable Pharma Copayment Assistance Program within three (3) business days of receipt of such claim, subject to Member satisfaction of the eligibility requirements of such Pharma Copayment Assistance Program.

- Pharma Copayment Assistance Program Enrollment: PrudentRx shall assist Participating Members with enrollment in Pharma Copayment Assistance Programs for Specialty Drugs and securing financial assistance under such Pharma Copayment Assistance Programs.
- Coordination with CVS Caremark. PrudentRx collaboratively works with Customer's PBM, CVS Caremark, and, if requested by CVS Caremark, the dispensing pharmacies, to ensure timely prescription processing with minimal member abrasion, by providing real time data feeds to include notification to CVS Caremark of: (i) decision by a Member to not participate in the PrudentRx Solution, including any Member who elects not to enroll in an available Pharma Copayment Assistance Program; (ii) inability to contact a Member; and (iii) enrollment of a Participating Member in a Pharma Copayment Assistance Program.
- Customer hereby directs and authorizes Aetna and CVS Caremark to: (i) exclude from any Member deductible and any Member annual out of pocket maximum obligation any amounts paid for the benefit of a Member, including amounts paid by a Pharma Copayment Assistance Program, for Specialty Drugs in a Covered Class, unless otherwise directed by Customer due to requirements of applicable law; (ii) exclude from any Member deductible and any Member annual ACA out of pocket maximum any amounts paid by a Member for a Specialty Drug in a Covered Class that is not an Essential Health Benefit, unless otherwise directed by Customer due to requirements of applicable law; provided that amounts paid by an HDHP Member for any Program Product shall be counted toward the Member deductible; (iii) provide to PrudentRx daily paid claims, daily reject files, and monthly claims files for Program Products dispensed to Participating Members so that PrudentRx may implement and operate the PrudentRx Solution (collectively, "**Data**"); and (iv) provide PrudentRx with Member portal (Customer Online Services) access for designated PrudentRx employees performing Participating Member benefit verification and eligibility in real time, if possible.
- Confidentiality. In the event Customer receives any Confidential Information (as such term is defined in the Agreement) of PrudentRx, Customer shall maintain the confidentiality of such Confidential Information consistent with the requirements imposed in the Agreement for confidential treatment of Aetna Confidential Information.
- Release of Data. Customer hereby authorizes and directs Aetna and CVS Caremark to disclose the Data and other Customer or Member information to PrudentRx in order to provide the PrudentRx Solution to Customer. Customer acknowledges and agrees that to the extent any data disclosed to PrudentRx includes Member information, such Member information shall be disclosed by Aetna subject to the Business Associate Agreement between Customer and Aetna.
- Claims Audits. On a monthly basis, PrudentRx shall: (i) retroactively audit claims for the prior month to ensure the PrudentRx Solution was implemented appropriately for each Participating

Member for whom a claim was adjudicated in such month, including implementation of the coverage process whereby the Plan assumes responsibility for the Cost Share; and (ii) provide a written report with the results of such audit to Aetna and Customer within thirty (30) days of the end of the month subject to the audit. If any issues are identified, PrudentRx shall consult with Aetna to coordinate on an appropriate resolution.

- **ERISA Plans.** In the event the Plan is subject to ERISA, Customer acknowledges and agrees that neither Aetna (except as otherwise specifically set forth in the Agreement), CVS Caremark, nor PrudentRx shall be: (i) the administrator (as that term is defined in Section 3(16) of ERISA) of any Plan for any purpose; (ii) a named fiduciary with respect to any Plan for purposes of ERISA or any applicable state law; (iii) delegated discretionary authority or responsibility, or exercise discretionary authority or control, with respect to any Plan or its administration; or (iv) deemed to be a fiduciary with respect to any Plan for purposes of ERISA or any applicable state law.

Plan Compliance. Customer shall ensure that: (i) the Plan is at all times in compliance with all applicable laws, rules and regulations relating to the Plan's implementation of the PrudentRx Solution, including, without limitation, state insurance laws, rules and regulations; and (ii) the Plan timely and accurately submits all required governmental filings and obtains all required governmental approvals relating to the Plan's implementation of the PrudentRx Solution.

- **HDHP.** Customer is solely responsible for evaluating compliance with the Internal Revenue Code and IRS guidance, in consultation with its own counsel, in connection with any contemplated implementation of the PrudentRx Solution for any HDHPs or HSAs and Customer is solely responsible for, and shall indemnify Aetna and PrudentRx against, any loss, cost, damage or expense resulting from any non-compliance with the Internal Revenue Code or IRS guidance.
- **Reporting.** On a monthly basis, PrudentRx will provide a summary report to Customer of the claims processed under the PrudentRx Solution with respect to the Plan, which shall include the following metrics:
 - PrudentRx Generated Savings
 - Total Specialty Drug spend subject to PrudentRx Solution
 - Total net savings after Service Fee
 - Summary YTD by Covered Class
 - Including the number of Participating Members and number of claims under each Covered Class

All information disclosed on the foregoing report shall comply with the privacy requirements under HIPAA and any other applicable law.

- **Invoicing:** PrudentRx shall provide monthly claims detail and the Service Fee to Aetna. Aetna will invoice Customer the Service Fee on the monthly administrative service fees invoice.
- **Early Termination:** Aetna may immediately terminate this VEF in the event Aetna determines, in its reasonable discretion, that such termination is necessary to avoid or limit an adverse financial impact on Aetna, CVS Caremark and/or Customer. Aetna may terminate this VEF for any reason by providing Client with written notice of such termination at least ninety (90) days prior to the effective date of such termination.

PrudentRx Solution Effective Date: 03/01/2024

Note: The PrudentRx Solution Effective Date must be the first day of the month, cannot be sooner than the effective date of the Point Solutions Management Amendment, and cannot be sooner than 90 calendar days from the date of delivery of an executed copy of this Vendor Election Form to PointSolutionsManagement@CVSHealth.com. **In the event this Vendor Election Form is not delivered at least 90 calendar days prior to the proposed PrudentRx Solution Effective Date or otherwise fails to meet the timing requirements of the prior sentence, this Vendor Election Form shall not take effect and the Customer shall be requested to submit a new Vendor Election Form with a conforming PrudentRx Solution Effective Date.**

Eligible Member Population:

- Customer's PBM-covered employees
- Dependents of Customer's employees

Compensation: Customer will pay Aetna a service fee equal to twenty-five percent (25%) of Generated Savings (the "Service Fee").

- **"Generated Savings"** are calculated as the amount by which the Current Plan Net Cost exceeds the New Plan Net Cost.
- **"Current Plan Net Cost"** is (i) the Plan's gross cost of a Specialty Drug, less (ii) the amount obtained by multiplying the Current Copayment Percentage by the gross cost of the Specialty Drug (without the application of any deductibles).
- **"New Plan Net Cost"** is (i) the Plan's gross cost of the Specialty Drug, less (ii) the amount of manufacturer copay assistance applied to the gross cost of the Specialty Drug.
- **"Current Copayment Percentage"** is the lesser of: (i) six percent (6%) or (ii) the percentage obtained by dividing the total copayments paid by Members for Specialty Drugs (without the application of any deductible) by the total gross cost of the Specialty Drugs for the Plan, each measured over the twelve (12) month period immediately preceding the implementation of the PrudentRx Solution. If historical claims data is not provided to PrudentRx to determine this amount, the Current Copayment Percentage will be deemed to be 2%.

PrudentRx may share a portion of the above service fee with third parties, including Aetna, for services rendered in connection the PrudentRx Solution. There are no separate fees for administration, Member outreach and support, monthly reporting, or any of the other services provided by PrudentRx under the PrudentRx Solution.



By signing below, Customer acknowledges that they have read, understand, and agree to all terms and conditions outlined within this VEF.

Signature of Customer's Authorized Representative

Name (Print): _____

Title: _____

Date Signed: _____
(MM/DD/YYYY)

*Saleh Rostami*_____
Signature of Aetna's Strategic Account Executive

Date Signed: _____(11/10/2023)

Attachment 1
Covered Classes

ACROMEGALY
ALPHA-1 ANTITRYPSIN DEFICIENCY
AMYLOIDOSIS
ANEMIA
ASTHMA
AUTOIMMUNE
BONE DISORDERS - OTHER
COAGULATION DISORDERS
CRYOPYRIN-ASSOCIATED PERIODIC
SYNDROMES
CYSTIC FIBROSIS
ELECTROLYTE DISORDERS
GASTROINTESTINAL DISORDERS-OTHER
GOUT
GROWTH HORMONE AND RELATED
DISORDERS
HEMATOPOIETICS
HEMOPHILIA
HEPATITIS B*
HEPATITIS C
HEREDITARY ANGIOEDEMA
HORMONAL THERAPIES
HUMAN IMMUNODEFICIENCY VIRUS*
IMMUNE DEFICIENCIES AND RELATED
DISORDERS
INFECTIOUS DISEASE - OTHER
INFERTILITY**
IRON OVERLOAD
LYSOSOMAL STORAGE DISORDER
MENTAL HEALTH CONDITIONS
MOVEMENT DISORDERS
MULTIPLE SCLEROSIS
NEUROLOGICAL DISORDERS
NEUROMUSCULAR
NEUTROPENIA
OCULAR DISORDERS*
ONCOLOGY
OSTEOPOROSIS

PAROXYSMAL NOCTURNAL
HEMOGLOBINURIA
PHENYLKETONURIA
PRE-TERM BIRTH
PULMONARY ARTERIAL HYPERTENSION
PULMONARY DISORDERS - OTHER
RARE DISORDERS - OTHER
RENAL DISEASE
RESPIRATORY SYNCYTIAL VIRUS
SEIZURE DISORDERS
SICKLE CELL DISEASE
SLEEP DISORDER
SYSTEMIC LUPUS ERYTHEMATOSUS
THROMBOCYTOPENIA
TRANSPLANT*
UREA CYCLE DISORDERS

* ONLY AVAILABLE IF CUSTOMER HAS ENHANCED EXCLUSIVE SPECIALTY

** NOT AVAILABLE IF THE CUSTOMER HAS A FERTILITY MAB

Attachment 2
Summary Plan Description

Disclaimer: The following summary plan description language is a suggested template. Neither Aetna nor PrudentRx shall have any responsibility for the summary plan description that is published by the Plan. Final language should be tailored to customer plan design and reviewed by customer legal counsel.

PrudentRx Solution for Specialty Medications

In order to provide a comprehensive and cost-effective prescription drug program for you and your family, [Insert Plan name] has contracted to offer the PrudentRx Solution for certain specialty medications. The PrudentRx Solution assists members by helping them enroll in manufacturer copay assistance programs. Medications on the PrudentRx Program Drug List are included in the program and will be subject to a 30% co-insurance, after satisfaction of any applicable deductible. However, if a member is participating in the PrudentRx Solution, which includes enrollment in an available manufacturer copay assistance program for their specialty medication, the member will have a \$0 out-of-pocket responsibility for their prescriptions covered under the PrudentRx Solution. **[FOR HDHP WITH HSA, REPLACE PRECEDING SENTENCE WITH THE FOLLOWING: However, if a member is participating in the PrudentRx Solution, which includes enrollment in an available manufacturer copay assistance program for their specialty medication, the member will have a \$0 out-of-pocket responsibility for their prescriptions covered under the PrudentRx Solution, unless the member has a health savings account (HSA). For members with HSAs: (i) for drugs listed on the plan's HDHP Preventive Drug List, the member will have a \$0 out-of-pocket responsibility for their prescriptions covered under the PrudentRx Solution; and (ii) for all other drugs, the member will have a \$0 out-of-pocket responsibility for their prescriptions covered under the PrudentRx Solution after the member's deductible has been satisfied.]**

Copay assistance is a process in which drug manufacturers provide financial support to patients by covering all or most of the patient cost share for select medications - in particular, specialty medications. The PrudentRx Solution will assist members in obtaining copay assistance from drug manufacturers to reduce a member's cost share for eligible medications thereby reducing out-of-pocket expenses. Participation in the program requires certain data to be shared with the administrators of these copay assistance programs, but please be assured that this is done in compliance with HIPAA.

If you currently take one or more specialty medications included in the PrudentRx Program Drug List, you will receive a welcome letter from PrudentRx that provides information about the PrudentRx Solution as it pertains to your medication. All eligible members must call PrudentRx at 1-800-578-4403 to register for any manufacturer copay assistance program available for your specialty medication as some manufacturers require you to sign up to take advantage of the copay assistance that they provide for their medications. If you do not call PrudentRx, PrudentRx will make outreach to you to assist with questions and enrollment. If you choose to opt out of the PrudentRx Solution, you must call 1-800-578-4403. Eligible members who fail to enroll in an available manufacturer copay assistance program or who opt out of the PrudentRx Solution will be responsible for the full amount of the 30% co-insurance on specialty medications that are eligible for the PrudentRx Solution.

If you or a covered family member are not currently taking, but will start a new medication covered under the PrudentRx Solution, you can reach out to PrudentRx or they will proactively contact you so that you can take full advantage of the PrudentRx Solution. PrudentRx can be reached at 1-800-578-4403 to address any questions regarding the PrudentRx Solution.

The PrudentRx Program Drug List may be updated periodically.

Payments made on your behalf, including amounts paid by a manufacturer's copay assistance program, for medications covered under the PrudentRx Solution will not count toward your plan deductible or out-of-pocket maximum (if any), unless otherwise required by law. Also, payments made by you for a medication that does not qualify as an "essential health benefit" under the Affordable Care Act (ACA), will not count toward your deductible or ACA out-of-pocket maximum (if any), unless otherwise required by law. **[FOR HDHP WITH HSA, REPLACE**



PRECEDING SENTENCE WITH THE FOLLOWING: Also, payments made by you for a medication that does not qualify as an “essential health benefit” under the Affordable Care Act (ACA), will not count toward your ACA out-of-pocket maximum (if any), unless otherwise required by law. A list of specialty medications that are not considered to be “essential health benefits” under the Affordable Care Act is available. An exception process is available for determining whether a medication that is not an “essential health benefit” under the Affordable Care Act is medically necessary for a particular individual.

PrudentRx can be reached at 1-800-578-4403 to address any questions regarding the PrudentRx Solution.