



**AMENDMENT #3 TO AGREEMENT PURSUANT TO SOLICITATION 2021083-2021251-2021252  
COMMERCIAL AND EMPLOYER GROUP WAIVER PROGRAM MEDICARE PART D AND  
WRAP PHARMACY BENEFIT MANAGER SERVICES**

Effective July 1, 2022, this Amendment #3 hereby amends the Agreement Pursuant to Solicitation (the "Agreement") by and between MedImpact Healthcare Systems, Inc. ("Contractor" or "MedImpact") and City of Mesa, Arizona ("City" or "Client"), that was effective as of June 23, 2021. The City and MedImpact are each a "Party" or together are "Parties" to the Agreement.

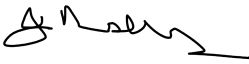
The Parties hereto amend the above referenced Agreement as follows:

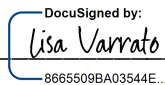
- 1. Exhibit B-3-a ("Minimum Rebate Guarantee") to the Agreement shall be deleted in its entirety and replaced with a new Exhibit B-3-a ("Minimum Rebate Guarantee") attached to this Amendment and hereby incorporated into the Agreement by reference.

IN WITNESS WHEREOF, the undersigned have duly executed this Amendment #3.

For City of Mesa, Arizona

For MedImpact Healthcare Systems, Inc.

By: 

By: 

Name (print): Janice Ashley

Name (print): Lisa Varrato

Title: Employee Benefits Administrator

Title: SVP Account Management and Trade Relations

Date signed: June 15, 2022

Date signed: June 20, 2022

**Exhibit B-3-a****Minimum Rebate Guarantee – Commercial and EGWP****COMMERCIAL****MEDIMPACT STANDARD PORTFOLIO FORMULARY WITH MEDIUM EDIT PACKAGE REBATE GUARANTEES**

Year	Retail 30	Retail 90	Mail Order	Specialty*
2022	\$174.68	\$513.75	\$524.03	\$1,541.25
2023	\$185.16	\$544.58	\$555.47	\$1,633.73
2024	\$196.26	\$577.25	\$588.79	\$1,731.75
2025	\$208.04	\$611.88	\$624.12	\$1,835.65
2026	\$220.52	\$648.60	\$661.57	\$1,945.79

\* Specialty Rebate guarantees are not applicable if Client utilizes a specialty ancillary funding company, however, in such case, one hundred percent (100%) of Specialty Rebates will be passed through to Client.

**EGWP****MEDIMPACT STANDARD ADVANTAGE FORMULARY WITH MEDIUM EDIT PACKAGE REBATE GUARANTEES**

Year	Retail 30	Retail 90	Mail Order	Specialty*	LTC	Home Infusion	ITU
2022	\$170.80	\$512.40	\$502.35	\$1,507.05	\$170.80	\$170.80	\$0.00
2023	\$181.05	\$543.14	\$532.49	\$1,597.47	\$181.05	\$181.05	\$181.05
2024	\$191.91	\$575.73	\$564.44	\$1,693.32	\$191.91	\$191.91	\$0.00
2025	\$203.42	\$610.27	\$598.31	\$1,794.92	\$203.42	\$203.42	\$0.00
2026	\$215.63	\$646.89	\$634.21	\$1,902.62	\$215.63	\$215.63	\$0.00

\* Specialty Rebate guarantees are not applicable if Client utilizes a specialty ancillary funding company, however, in such case, one hundred percent (100%) of Specialty Rebates will be passed through to Client.

Minimum Rebate Guarantees are subject to the following:

1. Rebate guarantees are based on Client's use of MedImpact's standard Portfolio Formulary with Medium edit package and Copayment design provided at the time of the 2021 RFP.
2. Rebate guarantees may be adjusted if Client's utilization is less than ninety-five percent (95%) compliant with Formulary preferred Brand Drugs (defined below).
3. Rebate guarantees are contingent upon Client's use of the MedImpact Direct Mail Order Pharmacy Program and MedImpact Direct Specialty Pharmacy Program. Guarantees may be adjusted if a different vendor is selected by Client for mail and/or specialty wrap networks.
4. Specialty guarantees are based on standard Specialty Drugs as identified on MedImpact's Specialty Drug List.
5. Rebate guarantees may be adjusted if the percentage of Claims filled through Client-Contracted Participating Pharmacies increases by greater than ten percent (10%) during the Term of this Agreement as compared to Client's utilization prior to this Agreement.
6. Notwithstanding any Brand Drug definition in this Agreement to the contrary, Rebate guarantees are on a per federal legend Brand Drug claim basis as identified by using Medi-Span indicators and MedImpact's standard policies for products that are approved by the U.S. Food and Drug Administration (FDA) in which federal or state Law requires to be dispensed to the public on prescription of a licensed physician or other licensed provider.
7. The following are excluded from the Rebate guarantees:

- a. compound drug Claims
  - b. Eligible Member submitted (DMR) Claims
  - c. over the counter (OTC) drug Claims
  - d. vaccine Claims
  - e. Subrogation Claims
  - f. biosimilar Claims
  - g. multi-source brand Claims not having a DAW 1 or 2
  - h. Claims older than one hundred eighty (180) days
  - i. 340B pharmacies
  - j. repackaged NDC Claims
  - k. secondary payer Claims
  - l. Claims from entities eligible for federal supply schedule prices
  - m. Claims where the Eligible Member pays more than fifty percent (50%) of the cost of the Claim outside of the deductible
  - n. one hundred percent (100%) Eligible Member Copayment Claims
  - o. Claims in which Client implements any exception logic to allow Formulary excluded or non-preferred Claims to process.
  - p. Non Drug Claims (excluding insulin and diabetic test strips)
  - q. brand thyroid agent Claims
8. In the event market factors outside of MedImpact's control (i) cause brand name medications to become available as a generic, authorized generic, or biosimilar, (ii) cause a significant price decline of a brand name medication, or (iii) Client prefers a generic at a higher net cost than the brand, MedImpact may adjust the Rebate guarantees.

*Any deviations from the above criteria may result in alternative Rebate guarantees.*