

EXHIBIT E- Prescription Drug Fees and Guarantees

Client will pay Administrator for the services provided herein pursuant to the following table:

Term of Contract

Period	Timespan
Period 1	10/01/2025 to 09/30/2026

Fees

Pass Through	
Base Admin Fee (applies to all channels)	
Period 1	\$2.60 per Net Paid Claim
Paper Claim Fee	
Period 1	\$2.50 per processed paper claim plus the Base Admin Fee

Pricing Guarantees

Pass Through Retail 30: BROAD	
Brand Drugs	
Period 1	AWP minus 16.10% plus \$1.35 dispensing fee
Effective overall Generic Guarantees (ingredient cost)	
Period 1	AWP minus 86.30% plus \$1.35 dispensing fee
Pass Through Retail 90: BROAD	
Brand Drugs	
Period 1	AWP minus 24.00% plus \$1.35 dispensing fee
Effective overall Generic Guarantees (ingredient cost)	
Period 1	AWP minus 88.05% plus \$1.35 dispensing fee
Pass Through Home Delivery: Optum Home Delivery	
Brand Drugs	
Period 1	AWP minus 20.00% plus \$0.00 dispensing fee
Effective overall Generic Guarantees (ingredient cost)	
Period 1	AWP minus 89.00% plus \$0.00 dispensing fee
Pass Through Specialty Non-LDD Guarantees Optum, Retail and Network Specialty	
See Specialty Pricing Schedule for Individual Drug Level Pricing Information	
Period 1	Individual Drug Level Pricing plus \$2.50 dispensing fee
Pass Through Specialty LDD Guarantees Retail and Network Specialty	
See Specialty Pricing Schedule for Individual Drug Level Pricing Information	
Period 1	Individual Drug Level Pricing plus \$2.50 dispensing fee

Rebate Guarantees

Rebate Guarantees: Premium Formulary - Premium High and Low WAC	
Retail 30: Pass through (100%)	
Period 1	\$326.63 Per Net Paid Brand Claim
Retail 90: Pass through (100%)	
Period 1	\$873.94 Per Net Paid Brand Claim
Home Delivery: Pass through (100%)	
Period 1	\$911.02 Per Net Paid Brand Claim
Specialty: Pass through (100%)	
Period 1	\$3,835.35 Per Net Paid Brand Claim

GENERAL FINANCIAL TERMS.

General Terms:

1. Under the Pass-Through Pricing Model, Client shall pay the actual retail pharmacy rates paid by OptumRx for Prescription Drugs electronically processed and dispensed to a Member through OptumRx's retail Pharmacy Network, which are estimated to be the effective rates set forth above. OptumRx's compensation for its services shall be the Claims Administration Fees set forth above. In the event Client enrolls in additional services, incremental Administrative Fees may apply.
2. Member will pay the lower of (i) Member Cost-Sharing Amount, (ii) Client contracted rate, plus dispensing fee; or (iii) the pharmacy's Usual and Customary charge for the product.
3. Discounted ingredient costs are based upon the actual 11-digit National Drug Code, specific to the quantity dispensed submitted by a Network Pharmacy at the time of adjudication.
4. Discounts are based on published AWP.
5. Retail 90 pricing is for retail Claims with greater than 83 days' supply.
6. At any time between the date of the RFP and the Effective Date or during the Term or the Agreement, Optum Rx may adjust affected financial provision (effective as of the date of the change) for Client or Client's customer(s), if any of the following occur: (a) Client or Client's customer makes any change to its formulary, utilization management or clinical programs, Benefit Plan, Cost Share, exclusions, [specialty drug list] or makes a change that impacts a pharmacy network guarantee; (b) any unexpected releases of Generic Drugs to market or the withdrawal or recall of existing Brand Drugs; (c) formulary changes initiated by Optum Rx that promote overall lower net costs, but reduce Rebates; or (d) either (i) more than ten percent (10%) of the Rebate value of Claims submitted by Optum Rx to Drug Manufacturers for Rebates are denied by Drug Manufacturers for reasons that such Claims are subject to any federal discount program (e.g., 340B, ITU, etc. ("Federal Discount Program Discounts")); or (ii) Client adopts any formulary, utilization or optimization program for Claims subject to Federal Discount Program Discount that impacts the availability or amount of Rebates.
7. At any time between the date of the RFP and the Effective Date or during the Term of the Agreement, Optum Rx reserves the right to modify or amend the financial provisions of this Agreement in the event of an external event or industry change impacting Optum Rx's performance under the

Agreement, including but not limited to: (a) any government imposed change in federal, state or local laws or interpretation thereof or industry wide change that makes Optum Rx's performance of its duties hereunder materially more burdensome or expensive, including changes to the AWP benchmark or methodology; or (b) the unexpected movement of a branded product to off-patent or if Generic Drugs, Authorized Brand Alternative Drugs, low priced Brand Drugs or over-the-counter substitutes become available; or (c) if there is a change impacting the availability or amount of Rebates offered by Drug Manufacturers, including changes related to the elimination or material modification of a Drug Manufacturer's historic models or practices related to the provision of Rebates. The pricing guarantees included in Optum Rx's offer account for the known rebate impacts of the Inflation Reduction Act's AMP Cap provision. Accordingly, as of the date of this offer, the actual manufacturer rebate related reductions in affected classes (i.e. insulin products) is underwritten into Optum Rx's financial offer. Any subsequent manufacturer action occurring after the date of Optum Rx's offer, may require equitable adjustment of the pricing guarantees.

8. At any time between the date of the RFP and the Effective Date or during the Term of the Agreement, Optum Rx reserves the right to modify or amend the financial provisions of this Agreement if any of the following occur: (i) a change in the scope of services to be performed under this Agreement, including, but not limited to, a change in the Plan Specifications or the exclusion of a service line (i.e. retail & Home Delivery) from Client's service selection; (ii) a change of greater than 20% in the total number of Members from the number provided to Optum Rx during pricing negotiations; or (iii) Optum Rx is no longer the Specialty Pharmacy provider. For modifications or amendments made pursuant to (i), (ii), or (iii) above, Client agrees to provide Optum Rx at least ninety (90) days' notice prior to making any changes. In the event the pricing needs to be modified, Optum Rx shall provide Client with notification of any pricing modifications 45 days prior to implementation.
9. The Guaranteed Rebate Amount is contingent upon Client's adoption, without deviation, of Optum Rx's Formulary, exclusions and utilization management programs. Clients must have a Rebate qualifying benefit design which includes a minimum of \$10 difference in member cost between preferred and non-preferred drugs, and that] Members, after the deductible phase, must not be responsible for more than 50 percent of the ingredient cost (e.g. a 50% or more co-insurance plan).
10. The effective date of any change to financial commitments shall be calculated as of the date the change occurred.

Guarantee Reconciliation:

11. Discount, rebate, and dispensing fee guarantees are reconciled at the aggregate level and are effective average annual rates. Discounts and dispensing fee guarantees are not reconciled on an individual Claim basis. Any excess discount, rebate, or reimbursement delivered under any discount, rebate, or reimbursement channel or component may be credited to any other discount, rebate, or reimbursement contracted for under this Agreement. Any credits due to Client relating to the discount guarantees set forth above shall be issued ninety (90) days after the measurement period.
12. NDC level Specialty Drug guarantees only apply to Claims dispensed at Optum Specialty Pharmacy.

General Pricing Terms:

13. The financial guarantees herein are annual guarantees, Optum Rx will have no obligation to Client for any financial commitment associated with any partial contract year (i.e. a period of time that is less than 12-months). The financial guarantees depend upon the accuracy, completeness, and

representativeness of the information relied upon during the underwriting process. Pricing may be adjusted if the population implemented materially differs from the population underwritten.

14. The effective overall Generic Drug discount rate includes MAC, and non-MAC Generic Drug Claims subject to the discount and dispensing fee guarantee exclusions set forth herein.
 15. Compound Prescription Drug Claims, Specialty Drug Claims, 340B Claims, OTC's, Indian health services and tribal Claims, direct member reimbursement Claims, coordination of benefit Claims, long term care Claims, infusion Claims, Claims with ancillary charges such as vaccines, limited distribution products not filled at Optum Specialty Pharmacy, New to Market Limited Distribution Products, Claims filled at in-house or Client-owned pharmacies, fraudulent Claims, covid test kits, and covid anti-virals, Claims subject to government mandated minimum pharmacy reimbursement requirements, and Claims filled outside the Optum Rx Pharmacy Network will be excluded from the discount and dispensing fee guarantees.
 16. Usual & Customary Claims are excluded in the discount guarantees.
 17. Zero balance Claims are included in the discount guarantees prior to the application of Member Cost-Sharing Amount.
 18. "Single Source Generic Drugs" are Generic Drugs that have either recently come off patent and do not generate discounts traditionally delivered by Generic Drugs or have an exclusive Drug Manufacturer. "Non-MAC Generic Drugs" are Generic Drugs where market conditions do not allow for MAC prices to be used. MAC Generic Drugs, Single Source Generic Drugs and Non-MAC Generic Drugs will be included in the overall Generic Drug guarantee.
 19. Compound Prescription Drugs shall be adjudicated using the standards in the most recent version of NCPDP guidelines which includes individual multi-ingredient pricing, the lower of U&C, MAC, or AWP minus and a dispensing fee of \$10. Multi-ingredient Compound Prescription Drugs filled through NCCP approved providers may also be charged a level of effort (LOE) compounding fee based on the Claim's LOE code
 20. Claims filled at multi-pack pharmacies, including Optum affiliated multi-pack pharmacies, are included in the Retail 30 guarantee
 21. OptumRx may, from time to time, receive and retain reimbursement from pharmacies for its costs in connection with transmitting Claims and discounts on its own behalf from wholesalers and Drug Manufacturers as a purchaser of pharmaceutical products for its Home Delivery and Specialty Pharmacies
 22. Offer is valid for a minimum of 24,281 total Members as of the Agreement Effective Date.
- Home Delivery Pharmacy:
23. Home Delivery pricing guarantees require an average days' supply of at least 83 days in the aggregate. No minimum charge shall apply for all Home Delivery orders.
 24. Specialty guarantees include Claims filled at Optum Specialty Pharmacy and retail pharmacies.

Non-Specialty Claims at OptumRx Specialty Pharmacy. Non-specialty Claims filled at OptumRx Specialty Pharmacies are reconciled under the retail guarantees.

Specialty Pharmacy:

25. Optum Specialty Pharmacy shall be a specialty provider under this Agreement and Members will receive Specialty Drug Covered Prescription Services from a Network Pharmacy, including Optum Specialty Pharmacy. Specialty dispensing fees and Specialty Drug pricing shall apply to Specialty Drugs filled at Optum Specialty Pharmacy. Specialty Drugs filled at a retail Network Pharmacy will reconcile in the retail Network Pharmacy pricing, except for Limited Distribution Drugs. Limited Distribution Drugs dispensed through a retail Network Pharmacy will be billed to Client at pass through rates. The Specialty Drug List will be provided to Client upon request and may be updated by Optum Rx from time to time.
26. Retail and Home Delivery guarantees will include Specialty Drug Claims, except for Limited Distribution Drugs. Specialty Drugs that are Limited Distribution Drugs dispensed through the Retail Network Pharmacy and Home Delivery channels, will be excluded from guarantees and billed to Client at pass through rates.

Rebate Terms:

27. Optum Rx will remit to Client 100% of the Rebates received by Optum Rx. Optum Rx guarantees that the Rebates remitted to Client during a contract year shall not be less than the Per Net Paid Brand Drug Claim (PNPBDC) Rebate amounts specified in the Rebate table above ("Guaranteed Rebate Amount"). In the event that the Rebates paid to Client during a contract year are less than the Guaranteed Rebate Amount, Optum Rx shall pay to Client, as an additional rebate from Optum Rx, the amount of such deficiency within 180 days following the end of the contract year. Optum Rx may withhold Rebates until this Agreement is signed.
28. As determined by Optum Rx, when reconciling Guaranteed Rebate Amounts, Optum Rx may add Rebate Credit. "Rebate Credit" is a credit applied towards the achievement of the Guaranteed Rebate Amount. The Rebate Credit applies whenever there is a change impacting the level of Rebates expected as a result of the availability of clinically comparable lower rebated drugs. The Rebate Credit is calculated as the difference between the expected Rebate revenue associated with the original rebated product or high WAC alternative (e.g. an originator brand drug, originator biologic, or high WAC product) and the actual Rebate amount received. A Rebate Credit eligible reduction in Rebates may result from: (i) the introduction of a biosimilar or authorized brand alternative; (ii) WAC reduction on a brand drug subject to rebates; (iii) WAC change of a biosimilar; (iv) utilization shifts between biosimilars, the originator biologic, or a low WAC alternative; or (v) the launch of a lower cost non- Generic Drug.
29. Select Comprehensive Rebates: The Guaranteed Rebate Amount is contingent upon Client's adoption, without deviation, of Optum Rx's Formulary and utilization management programs. Clients must have a Rebate qualifying benefit design which includes a minimum of \$10 difference in member cost between preferred and non-preferred drugs, and that Members, after the deductible phase, must not be responsible for more than 50 percent of the ingredient cost (e.g. a 50% or more co-insurance plan).
30. Calculation of the Guaranteed Rebate Amount excludes ineligible Claims, such as: re-packaged NDC's, stale dated claims over one hundred eighty (180) days old; Compounds; Claims from entities eligible for federal supply schedule prices; Claims with invalid service provider identification or Prescription

Drug numbers; Claims where the plan is not the primary payer; Vaccines; Limited Distribution Drugs; Formulary exclusion claims; Multi-source Brand Drugs; House generic Claims (DAW 5); Devices with exception of insulin pumps; Over the counter products with the exception of diabetic test strips; Compounds; direct member reimbursement Claims; 340B Claims, Claims from long term care or federal government pharmacies; Consumer card or discount card program Claims; Prescription Claims otherwise not eligible for Rebates; Covid test kits, and Covid anti-virals; Claim subject to any variable copay/maximizer program that are ineligible for rebates or; if applicable, Claims associated with any Client initiated split fill or medical benefit optimization program.

31. The effective date of any changes to Rebate arrangements shall be at the beginning of a calendar quarter.

ADDITIONAL SERVICES. Certain services as indicated below are not included in the standard Administrative Fee and are available for an additional charge. This is not an inclusive list. Administrator may charge for any products or services not specifically represented herein. Clinical Services are listed in the most recently executed Clinical Documentation Form.

Additional Fees as Applicable	
Clinical Program Fees	Please refer to the Clinical Documentation Form for associated fees
Print Services and Fees	Print services and fees can be found on the Print Services Form which is signed by the Client.
PreCheck MyScript	Included in Standard Services
Custom Mailings	Production plus postage, shipping and handling
Retail Pharmacy Audit Administration	No administrative or retention fees
Regulatory Compliance Fee*	Quoted upon occurrence
Specialty Pharmacy Carveout Fee*	Quoted upon request
Variable Copay Program (ORx Specialty Pharmacy)	\$150.00 per impacted Rx
Variable Copay Program (ORx Specialty Pharmacy + ORx Home Delivery Pharmacy) Specialty Rx	\$150.00 per impacted specialty Rx
Variable Copay Program (ORx Specialty Pharmacy + ORx Home Delivery Pharmacy) Non-Specialty Rx	\$50.00 per impacted non-specialty Rx
Variable Copay Program – Implementation Fee	\$1.00 A onetime \$1 per Member implementation fee, capped at \$10,000, shall apply, if the Variable Copay Program is required to integrate with any Client owned or in-house pharmacy
Client Website Additional Users	\$400.00 per year per user. First twenty included
Direct Member Reimbursement (DMR)	\$2.50 per processed paper claim plus the Administrative Fee
Ad-hoc Reporting	\$150.00 per hour, with a minimum of \$500
Manual Eligibility Maintenance	\$0.50 per record
ID cards - Subsequent mailings, replacements, or additional	\$2.00 per ID card plus postage, shipping and handling
Explanation of Benefits (EOB)	\$2.00 per EOB plus postage, shipping and handling
Advanced Pharmacy Audit Services (10,000 - 24,999 lives)	\$0.10 per Net Paid Claim
RxTRACK License Fee	\$100.00 15 customer user included, 5 vendor users included.
RDS Support Services	\$1.25 per Member per month
Rebate Hub - Rebate Estimate Tool & Dashboards (< 100,000 Lives)	\$0.14 per Member per month
Custom Specialty Drug List Management Fee	\$75000.00 per year
Shipping & Handling of Temperature Sensitive Products	\$27.00 per impacted Rx
Controlled Substance Shipping	\$5.50 per occurrence

Home Delivery/ Mail Shipping & Handling	\$6.50 per occurrence
Specialty Pharmacy Shipping & Handling	\$8.00 per occurrence
Client- directed claims reprocessing	\$3.00 per occurrence plus the Administrative fee
Prior Authorization File Upon Termination (Up to 3 files during transition period- Active PAs only)	\$3500.00 per file
Pre-transition Open Refill Transfer (Contains all open refills)	\$1500.00 per file
Refill Transfers Upon Termination (one test and two production files)	\$4500.00 per file
Point-of-sale Rebate Administration	\$0.75 per occurrence
Medication Synchronization	\$12.75 per occurrence
Client-directed benefit design change	\$4000.00 per occurrence
Negative formulary change letters	\$1.35 per letter plus postage
Pharmacy Termination Service/ Network Disruption letters	\$1.35 per letter plus postage
Translation of alternate language (set-up fee)	\$175.00 Per page
Onshore Member Services (Standard)	\$11.50 per Rx
Onshore Member Services (Dedicated)	\$23.50 per Rx
Application Programming Interface (API) fees (<500,000 lives)	\$0.04 per Member per month
Bi-directional accumulator data exchange - NRT (<=300,000 lives)	\$0.15 per Member per month
CAA Compliance Support (Basic)	\$0.00 per submission
CAA Compliance Support	\$500.00 per submission
State Regulatory Assessment	\$0.30 Per Retail Rx
Integrated Accumulator - Near Real Time Method	\$0.15 per Member per month
Member submitted paper claims processing	\$3.00 per occurrence plus the Administrative fee
Custom Mailings	\$0.00 Production plus postage, shipping and handling
Intergrated Medical and Pharmacy Reporting	\$0.04 per Member per month
Regulatory Compliance Fee	\$0.00 Quoted upon Occurrence
Specialty Pharmacy Carveout Fee	\$0.00 Quoted Upon Request
Margin Optimization	\$0.00 Quoted Upon Request

*plus Base Admin Fee