

RELEASE AND SETTLEMENT AGREEMENT

This RELEASE AND SETTLEMENT AGREEMENT (“Settlement Agreement”) is entered into by and between Broward County (“Client”) and OptumRx PBM of Wisconsin LLC (f/k/a Catamaran PBM Services, LLC, as assignee of Catamaran PBM of Illinois II, Inc.) (“OptumRx”). Client and OptumRx may be referred to collectively herein as the “Parties” and each as a “Party.”

RECITALS

A. Client and OptumRx are parties to the Agreement between Broward County and Catamaran PBM of Illinois II, Inc., for Pharmacy Benefit Management Services for Broward County Benefit Eligibles (Covered Insureds), dated October 15, 2012, as amended (“Agreement”).

B. Pursuant to the Agreement, audits were conducted of OptumRx’s administration of Client’s prescription drug benefit plan for the period of January 1, 2013, through December 31, 2015 (“Plan Years”), which audits specified certain findings (collectively, the “Audit”).

C. As a result of their discussions and negotiations, the Parties have agreed to resolve all disputes, issues, and payments related to the Audit of the Plan Years (the “Disputed Matters”).

NOW, THEREFORE, in consideration of the above recitals and the promises and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Settlement. OptumRx shall apply a one-time credit to Client in the amount of Eight Hundred Thirty-Three Thousand Seven Hundred Seventy-Two and No/100 Dollars (\$833,772.00) within thirty (30) calendar days after full execution of this Settlement Agreement and reflect same on Client’s following monthly invoice (the “Settlement Payment”). The receipt of such Settlement Payment is hereby acknowledged by Client as full and final settlement of all Disputed Matters.
2. Capitalized Terms. Any capitalized terms used in this Settlement Agreement that are not defined herein shall have the meanings ascribed to such terms in the Agreement.
3. Unconditional Releases. Each of Client and OptumRx, for itself and its past, present, and future trustees, officers, directors, owners, affiliates, subsidiaries, parent companies, attorneys, predecessors, successors, successors-in-interest, assignors, assigns, agents, employees, and representatives (collectively, the “Releasers”), hereby fully, forever, irrevocably and unconditionally RELEASES, REMISES, ACQUITS, AND DISCHARGES the other Party and its past, present, or future officers, directors, owners, affiliates, subsidiaries, parent companies, attorneys, predecessors, successors, successors-in-interest, assignors, assigns, agents, employees, representatives, and independent contractors (collectively, the “Releasees”), from

and against any and all claims, charges, complaints, demands, actions, causes of action, suits (all whether legal or equitable or whether based on contract, tort, statute, or otherwise), rights, debts, sums of money, costs, accounts, reckonings, covenants, contracts, agreements, promises, doings, omissions, damages (whether compensatory, punitive, statutory, or otherwise), liabilities, expenses (including attorneys' fees and costs, and costs of settlements), judgments, executions, levies, arbitrations, references, and obligations, of every kind and nature, whether known or unknown, foreseen or unforeseen, suspected or claimed, contingent or otherwise, arising out of or in any way related to the Disputed Matters (but subject to the last sentence in paragraph 4 below), which Releasors ever had, now has, or ever can, shall or may have or claim to have against any of the Releasees.

4. Nature of Settlement Agreement. Each Party understands, acknowledges, and agrees that this Settlement Agreement does not constitute an admission of liability or wrongdoing on the part of either Party. Further, this Settlement Agreement shall not be used as evidence of any liability or wrongdoing for any purposes whatsoever except as may be necessary to enforce the terms and conditions of this Settlement Agreement. By negotiating and entering into this Settlement Agreement, the Parties each acknowledge that they are resolving the Disputed Matters and avoiding unnecessary legal costs and expenses. The releases furnished in this Settlement Agreement shall not extend to or constitute a release of any payments, adjustments, disputes, claims, demands, causes of action, damages, losses, expenses, penalties, fines, or liabilities whatsoever arising out of any time period(s) other than the Plan Years or a breach of any provision of this Settlement Agreement.
5. Reliance on Each Party's Own Judgment; No Inducement. In making this Settlement Agreement, it is understood and agreed that each Party relies wholly on its own judgment, belief, and knowledge, and neither Party has been influenced to any extent in making this Settlement Agreement by any representation or statement regarding alleged claims or regarding any other matter made by the other Party or by any person or persons representing the other Party. Furthermore, each of the Parties hereto agrees that no promise, inducement, or agreement has been made on any subject in connection with this Settlement Agreement that is not contained herein. Each of the Parties acknowledges that, in entering into this Settlement Agreement, it has made such investigation of the facts as it deemed necessary.
6. Consultation with Legal Counsel. Both Parties acknowledge that they have been represented by legal counsel of their own choice throughout all of the negotiations that preceded the execution of this Settlement Agreement. Each Party represents, warrants, and agrees that such Party has carefully read and fully understands this Settlement Agreement and has voluntarily signed this Settlement Agreement after consultation with legal counsel of its choosing.
7. Validity and Severability. In the event that any provision in this Settlement Agreement shall be found by a governmental authority, court, or arbitrator of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be construed and enforced as if it had been narrowly drawn so as not to be invalid, illegal, or

unenforceable, and the validity, legality, and enforceability of the remaining provisions of this Settlement Agreement shall not in any way be affected or impaired thereby.

8. Choice of Law and Venue. The rights and obligations of the Parties hereunder shall be construed and enforced in accordance with, and shall be governed by, the laws of the State of Florida, without regard to principles of conflict of laws, except to the extent preempted by federal law. The exclusive venue for any lawsuit arising from, related to, or in connection with this Settlement Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida.
9. Entire Agreement. This Settlement Agreement is the complete and exclusive expression of the Parties' agreement on the Disputed Matters and supersedes and cancels all previous and contemporaneous oral or written negotiations, agreements, or commitments in connection therewith. No modification, amendment, or supplement to this Settlement Agreement or waiver of any term or condition of this Settlement Agreement, in any minor or material respect, shall be binding or effective unless both Parties so agree in a written agreement executed by duly authorized officers or representatives of the respective Parties.
10. Authority. Each of the Parties represents and warrants that the individual who executes this Settlement Agreement on behalf of such Party has full capacity, right, power, and authority to execute and deliver this Settlement Agreement and to bind such Party to the terms and conditions of this Settlement Agreement. Each Party further represents and warrants that all actions or other acts or proceedings required to be taken to authorize the execution, delivery, and performance of this Settlement Agreement have been duly and validly taken.
11. Counterparts. This Settlement Agreement may be executed in two counterparts, each of which shall be deemed to be an original, but both of which together shall be considered one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Settlement Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ day of _____, 2019, and OPTUMRX, signing by and through its Chief Financial Officer, duly authorized to execute same.

COUNTY


ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By _____
Mayor
____ day of _____, 2019

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By  _____ 8/5/19
Danielle W. French (Date)
Deputy County Attorney

OPTUMRX

WITNESSES:

Jane Linton
Signature
Jane Linton
Print Name of Witness above

Mel Higgins
Signature
Mel Higgins
Print Name of Witness above

OPTUMRX PBM OF WISCONSIN, LLC

By: *Jeffrey Grosklags*
Authorized Signor
Jeffrey Grosklags, CFO
Print Name and Title

26 day of July, 2019

ATTEST:

Felecia S. Lockett
Felecia S. Lockett,
Corporate Secretary or other person
authorized to attest

(CORPORATE SEAL OR NOTARY)

