

OFFICE OF THE CITY ATTORNEY
DAWN MCINTOSH, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4664

1 THIRD AMENDMENT TO WORKERS' COMPENSATION PHARMACY BENEFITS

2 ADMINISTRATION AGREEMENT NO. 35140

3 **35140**

4 THIS THIRD AMENDMENT TO WORKERS' COMPENSATION PHARMACY
5 BENEFITS ADMINISTRATION AGREEMENT NO. 35140 is made and entered, in
6 duplicate, as of February 3, 2022, for reference purposes only, by and between TMESYS
7 LLC, ("Tmesys") a Florida limited liability company, as successor-in-interest to
8 PHARMACEUTICAL TECHNOLOGIES, INC., D/B/A CASTIARX, a Nebraska corporation
9 ("PTI"), and the City of Long Beach, a California municipal corporation ("City"). Tmesys and
10 the City are collectively referred to as the "Parties".

11 WHEREAS, City and PTI (the "Parties") entered into Agreement No. 35140
12 (the "Agreement") for pharmacy benefits management (PBM) services; and

13 WHEREAS, the Parties entered into a First Amendment to the Agreement to
14 extend the term to December 31, 2021, reflect the name change and attach a new Network
15 Pharmacy Reimbursement exhibit; and

16 WHEREAS, the Parties entered into a Second Amendment to the Agreement
17 to extend the term to December 31, 2022; and

18 WHEREAS, the Parties desire to extend the term one (1) additional one-year
19 period to December 31, 2023 and attach a new Network Pharmacy Reimbursement
20 Exhibit;

21 NOW, THEREFORE, in consideration of the mutual terms, covenants, and
22 conditions herein contained, the Parties agree as follows:

23 1. Section 5.01 of the Agreement is hereby amended to read as follows:
24 "5.01 Term and Renewal. This Agreement shall commence on January 1,
25 2019, and shall end on December 31, 2023 (both days inclusive), unless terminated earlier
26 in accordance with Section 5.02, Section 5.03, Section 5.04, and Section 5.05."

27 2. Exhibit "2" of the Agreement is deleted in its entirety and replaced with
28 the attached "Exhibit 2"

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3. Except as expressly modified herein, all the terms and conditions contained in Agreement No. 35140 are ratified and confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

TMESYS LLC, ("Tmesys") a Florida limited liability company, as successor-in-interest to PHARMACEUTICAL TECHNOLOGIES, INC., D/B/A CASTIARX, a Nebraska corporation

_____, 202_

By Boomer Leopold
Name Boomer Leopold
Title CFD

_____, 202_

By _____
Name _____
Title _____

"Tmesys" EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

CITY OF LONG BEACH, a municipal corporation

March 7, 2023

By Sandra J. Jabron
City Manager

"City"

This Third Amendment to Agreement No. 35140 is approved as to form on February 22, 2023

DAWN MCINTOSH, City Attorney

By Anne Hattme
Deputy

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Exhibit "2"
Network Pharmacy Reimbursement

Retail	National Rate	Dispensing Fee
Brand	AWP – 22.0%	\$1.75
Generic	AWP – 81.0%	\$1.75

Home Delivery	National Rate	Dispensing Fee
Brand	AWP – 25.0%	\$1.75
Generic	AWP – 87.0%	\$1.75

The above pricing logic is independent of any state fee schedule and will not be linked or tied to fee schedule rates.

Tmesys shall charge the City for Covered Drugs and Services on a "pass through" basis, meaning that the City shall pay the same amount that Tmesys reimburses the Network Pharmacy for the particular Claim.

The above pricing does not apply to out of network bills.