

## Audit Settlement and Release Agreement

This AUDIT SETTLEMENT AND RELEASE AGREEMENT (this "Settlement Agreement"), is by and between City of Columbus ("Client") and OptumRx, Inc. ("OptumRx"). Sometimes hereinafter, Client and OptumRx will be referred to collectively as the "Parties" and each a "Party."

### RECITALS

WHEREAS, Client and OptumRx are Parties to that certain Administrative Services Agreement ("Agreement"), effective February 1, 2015;

WHEREAS, pursuant to the Agreement, Client conducted an audit of OptumRx's administration of Client's prescription drug benefit plan for the period of February 1, 2019 through January 31, 2020 ("Audit");

WHEREAS, after concluding the Audit, Client's auditor issued an audit report (the "Audit Report") which specified certain findings ("Audit Findings");

WHEREAS, the Audit Report, served as the basis for continuing discussions and negotiations between the Parties to resolve matters raised by the Audit Report; and

WHEREAS, as a result of their discussions and negotiations, the Parties have agreed to fully resolve the Audit, including all disputes, issues and payments related to the Audit Findings in dispute as they were reflected on the Audit Report (the "Audit 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 make a one-time payment to Client in the amount of \$2,453.71 within thirty (30) days following full execution of this Settlement Agreement (the "Client Payment"), the receipt of such Client Payment is hereby acknowledged by Client as full and final settlement of all Audit Matters.
2. **Capitalized Terms.** Any capitalized terms used in this Settlement Agreement which are not defined herein shall have the meaning ascribed to such terms in the Agreement.
3. **Unconditional Releases.**
  - a. 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, representatives and independent contractors (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 Audit Matters, which Releasers ever had, now has, or ever can, shall or may have or claim to have against any of the Releasees.
  - b. The Parties acknowledge and agree that the releases furnished in this Settlement Agreement include a release and complete discharge of any and all liabilities, claims or other matters in any way related to all Audit Matters which the Parties may not know or suspect to exist in their favor at the time of execution of this Settlement Agreement.

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 Audit Matters and avoiding unnecessary legal costs and expenses. The releases furnished in this Settlement Agreement shall not extend to or effect a release of any payments, adjustments, disputes, claims, demands, causes of action, damages, losses, expenses, penalties, fines or liabilities whatsoever arising out of 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 which 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 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. Confidentiality of this Settlement Agreement. To the fullest extent permitted by law, each Party, for itself and its officers, directors, owners, affiliates, subsidiaries, parent companies, attorneys, agents, employees, representatives and independent contractors, understands, acknowledges and agrees that the terms of this Settlement Agreement shall not be disclosed to any individual or entity except (i) to such Party's Trustees, officers, directors, employees, legal advisors, auditors or accountants who need to know such information; (ii) as may be required by federal or state laws, rules, regulations or governmental directives or (iii) as otherwise agreed to in writing by an authorized officer of the other Party.
9. Choice of Law. 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 jurisdiction specified in the Agreement, without regard to principles of conflict of laws, except to the extent preempted by federal law.
10. Entire Agreement. This Settlement Agreement is the complete and exclusive expression of the Parties' agreement on the Audit Matters contained herein 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.
11. 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.

12. Counterparts. This Settlement Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall be considered one and the same agreement.

IN WITNESS WHEREOF, OptumRx and Client have executed this Settlement Agreement effective as of the date last written below.

**CLIENT**

City of Columbus

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**OPTUMRx**

OptumRx, Inc. DocuSigned by:

By:  \_\_\_\_\_  
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Name: Jeff Grosklags

Title: CFO

Date: 5/13/2021