

**AMENDMENT TO  
PRESCRIPTION PLAN SERVICE AGREEMENT**

THIS AMENDMENT ("Amendment") is made effective as of **November 1, 2022** ("Effective Date") between **Nye County School District** ("Plan") and **Kroger Prescription Plans, Inc.** ("KPP") and hereby supplements, amends and is made a part of the Prescription Plan Service Agreement dated and effective **September 1, 2014** ("Agreement").

**Statement of Agreement**

NOW, THEREFORE, in return for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties here agree as follows:

1. Capitalized Terms. All capitalized terms used in this Amendment not otherwise defined herein shall have the same meaning as is ascribed to them in the Agreement.
2. Exhibit A., III. Administrative Fees. 7. Specialty Drug Management 7.3. Rare Disease Care Rx: shall be deleted and replaced in its entirety with the rates set forth on the new Exhibit A., III. Administrative Fees. &. Specialty Drug Management 7.3. Rare Disease Care Rx attached hereto and incorporated herein.
3. No Other Changes. Except as amended by the provisions in this Amendment, the Agreement shall remain in full force and effect.
4. Counterparts. This Amendment may be executed in counterparts, each of which is deemed to be an original, and together all of which shall constitute one and the same document. Signatures to this Agreement transmitted by facsimile transmission, by electronic mail in "portable document format" ("pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.

IN WITNESS WHEREOF, the parties have agreed to the foregoing:

**KROGER PRESCRIPTION PLANS, INC.**

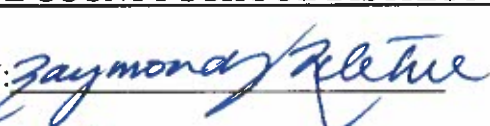
BY: 

NAME: Kevin Favro

TITLE: Senior Vice President

DATE: 10/14/2022

**NYE COUNTY SCHOOL DISTRICT**

BY: 

NAME: RAYMOND J RITCHIE

TITLE: chief operating officer

DATE: 10/12/22

## EXHIBT A

### III. ADMINISTRATION FEES

For the compensation provided herein, KPP agrees to provide the following services to the Plan as defined within the Agreement. For the Services provided herein, the Plan agrees to compensate KPP as follows:

#### 7. Specialty Drug Management

	Services	Fee
7.3.	<p><u>Rare Disease Care Rx</u></p> <p>The Rare Disease Care Rx Program includes the following services:</p> <p>KPP will identify Eligible Members and their Dependents with initial Claims for Specialty Products eligible for the Rare Diseases Care Rx program.</p> <p>KPP will contact its contracted Independent Review Organization (IRO) for prior authorization review by a physician including a Peer-to-Peer review.</p> <p>Specialty Drugs may be added or removed from the Rare Disease Care Rx Program upon approval by KPP's P &amp; T Committee.</p>	\$350 per review