

AMENDMENT No. 2

This Amendment No. 2 ("Amendment"), effective August 1, 2008, amends the Amended and Restated Prescription Benefit Services Agreement between Caremark, L.L.C., a California limited liability company ("Caremark") and El Dorado County ("Client") dated July 1, 2007 (the "Agreement").

The parties agree to amend the Agreement as set forth herein.

1. Exhibit A ("Financial Terms") of the Agreement is hereby amended by deleting the "Retail" section of the table in Section 1 ("Mail, Retail, Rebates and Specialty Payments") and inserting the following in its place:

RETAIL	
BRAND	Lower of U&C or AWP-16.5% + \$1.60 dispensing fee
GENERIC	Lowest of U&C or AWP-16.5% + \$1.60 dispensing fee or Caremark MAC + \$1.60 dispensing fee
	Generic effective rate guarantee (excludes Fentanyl Citrate)** of AWP-56% (MAC and non-MAC combined) + \$1.60 dispensing fee
ELECTRONIC CLAIM ADMINISTRATION FEE	\$0.00 per Claim
MANUAL CLAIM ADMINISTRATION FEE	\$1.50 per Claim

**1,600/1,200/800/600/400/200 mg strengths (lozenge dosage form).

2. If any provision of this Amendment is held to be void or unenforceable, the remaining provisions are considered to be severable and their enforceability is not affected or impaired in any way by reason of such law or holding. The terms and conditions of the Agreement as amended remain in effect except as otherwise stated herein. All capitalized terms used in this Amendment and not otherwise defined shall have the meanings set forth in the Agreement. In the event that any provision of this Amendment conflicts with any of the provisions set forth in the Agreement, the provisions of this Amendment shall govern and control. This Agreement as amended constitutes the entire agreement between the parties with respect to the subject matter hereof; superseding all prior understandings, agreements, contracts or arrangements between the parties, whether oral or written.

* * * * *

Authorized representatives of the parties have signed this Amendment.

CAREMARK, L.L.C.:

EL DORADO COUNTY:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

August 26, 2008

Larry Costello
Senior Risk Management Analyst
County of El Dorado
Human Resources/Risk Mgmt.
330 Fair Lane
Placerville, CA 95667

Dear Larry:

Re: Caremark Guarantee Effective Rate / Fentanyl Citrate

Dear Larry,

I would like to outline the specifics of our telephone conversation on August 26, 2008 as it pertains to the prescription Fentanyl Citrate. Caremark inadvertently included Fentanyl Citrate in their Generic Effective Rate (GER) guarantee of Average Wholesale Price (AWP) -56% in the July 1, 2008 renewal. Patrick Kelly, the Caremark representative, has informed Aon that by including Fentanyl Citrate in their GER, the cost and utilization of the drug, will significantly prevent Caremark from meeting the expected rate guarantee.

Caremark has noted that Fentanyl Citrate and similar high cost generic drugs comprise 0.3% of the cost of retail generic prescriptions (49 scripts), but has been 65% of the retail generic cost (\$1M) for El Dorado County since January 2007. These drugs cost \$3,000 to \$50,000 per script depending on the quantity dispensed. This is substantially higher than the cost of Caremark's specialty drugs (\$2,000- \$3,000 average cost per script). As such, Caremark has advised that this drug should have been excluded from the GER guarantee.

Caremark is requesting that the County sign an amendment to exclude the drug Fentanyl Citrate from the Generic Effective Rate guarantee (GER) of AWP -56%. This error is an oversight on Caremark's part, and it does not affect the County's July 1, 2008 pricing, nor does it affect the participants. Please understand Fentanyl Citrate will continue to be covered and dispensed as it has in the past.

Please advise at your earliest convenience of the County's decision with respect to signing the amendment. In the meantime, I will inform Caremark that the County's Counsel and Board of Supervisors will need time to review and discuss the request. I will also inform Caremark, due to the Board's meeting schedule, Caremark should expect a response no sooner than the first week of October. I am available to respond to your questions at (801) 488-2575 or brent_b_crane@aon.com.

Sincerely,



Brent B. Crane
Senior Vice President

Cc: Gail Taybron, Aon Consulting