



COALITION MANAGEMENT AND CONSULTING AGREEMENT Pharmacy Benefit Management Coalition Services

This agreement (the "Agreement") is entered into this 1st day of January 2024 by and between Valued Pharmacy Services of the Midwest, LLC ("Coalition / Coalition Manager"), a Missouri corporation and City of Jackson, Missouri ("Company / Client").

RECITALS

WHEREAS Coalition Manager provides a proprietary coalition PBM offering and supporting consulting services including but not limited to, assisting the Client in contracting with a pharmacy benefit manager, negotiating terms with a PBM, evaluating pharmacy networks and drug manufacturer rebates, guidance in benefit design, implementation management and oversight, drug utilization review and report analysis, and other related services. Coalition Manager has agreed to perform PBM coalition management services and other related activities as specified in the Scope of Services below.

NOW, THEREFORE, the parties hereby agree as follows:

1. Coalition Manager's Scope of Services.

Coalition Manager shall be available and shall provide to the Client professional coalition management and consulting services as follows:

In conjunction with the services outlined in the Recitals above, the Coalition Manager will provide a pre-negotiated PBM offering, with pre-negotiated agreements. The Coalition Manager will routinely monitor and provide oversight of the selected PBM to include review of drug utilization reporting and trend analysis.

Optional Services. Additional support and management services may be provided, as agreed upon by Client and Coalition Manager in accordance with Coalition Manager's standard billing rates.

2. Compensation to the Coalition Manager.

All consulting fees will be paid through a consulting allowance paid to Coalition Manager by Express Scripts. Client will bear no responsibility for the compensation or expenses of the Coalition Manager's Scope of Services. It is understood that the Client will not withhold any right for compensation from and by the selected PBM to the Coalition Manager throughout the term of the PBM agreement.

As agreed during the proposal stage, Client authorizes Express Scripts to pay Coalition Manager a separate quarterly fee of \$3,750 which will be deducted from quarterly rebates.

3. Independent Contractor.

Nothing herein shall be construed to create an employer-employee relationship between the Client and Coalition Manager. Coalition Manager is an independent contractor and

not an employee of the Client or any of its subsidiaries or affiliates. Coalition Manager will not represent to be or hold himself out as an employee of the Client.

4. Confidentiality.

In the course of performing coalition management and consulting services, the parties recognize that Coalition Manager may come in contact with or become familiar with information to which the Client or its subsidiaries or affiliates may consider confidential. Client's confidential information shall include all information that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure including but not limited to, information pertaining to the Client's benefits programs and other proprietary systems, which information may be of value to a competitor and personal information of the Client's employees, directors, and officers. Coalition Manager agrees to keep all such information confidential and not to discuss or divulge it to anyone other than appropriate Client personnel or their designees. Further, Client recognizes that the Coalition Manager has negotiated confidential pricing terms and agreements with PBMs and, therefore, agrees to treat these terms and agreements as confidential and not discuss or divulge it to any third party one without the express permission of the Coalition Manager.

5. Non-Circumvention.

Client recognizes that Coalition Manager has expended significant time, expense, and resources in establishing proprietary terms and agreements with PBMs. Client shall not circumvent Coalition Manager for the purposes of directly negotiating with the respective recommended and contracted PBM.

6. Term.

This Agreement shall commence on 01/01/2024 and shall terminate concurrent with the termination of the signed Agreement between the Company and selected PBM.

7. Early Termination.

Should Client cease being a member of the Coalition for any reason, Client will no longer be eligible to participate in the PBM pricing made available through the Coalition.

If Client terminates their participation in the Coalition for any reason prior to the expiration of the Initial Term or subsequent Renewal Term, Client shall not be entitled to any scheduled reimbursement of fees or rebates from the PBM for the remainder of the contract.

Should Client terminate this Agreement for any reason(s) other than material breach of contract prior to expiration of the initial term, or Client terminates its PBM Client agreement for any reason other than as specifically allowed in that agreement, Coalition Manager reserves the right to collect an amount equal to the total fees which would have been paid to Coalition Manager by PBM based on the monthly average for the previous 12 months multiplied by the number of months remaining under this Agreement.

8. Information upon Termination.

Upon termination, all materials, documents, or other information that belongs to Coalition Manager whether it was shared, developed for Client, made available in

connection with the Services, together with any copies thereof in Client's possession or control will either be returned to Coalition Manager or destroyed with written certification to Coalition Manager of such destruction by an executive officer of Client.

9. Pricing.

9.1 Exhibit B to Consulting Agreement. Pricing effective as of 01/01/2024.

9.2 Market Check. Coalition Manager will perform an annual market check to negotiate market competitive pricing on behalf of Client. Upon acceptance of market check pricing, Client agrees to extend the current contract terms by an additional twelve (12) months. Market check pricing and contract amendment terms will take effect January 1st of each calendar year.

10. Basic and Optional Services and Clinical Program Fees.

10.1 See Exhibit B to Consulting Agreement effective as of 01/01/2024.

10.2 Rx Solutions Specialty Copay Assistance Program (SCAP) shared savings fee. Client authorizes Express Scripts to pay Coalition Manager 10% of program savings which will be deducted from quarterly rebates.

11. Notice.

Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in the first-class mail of the United States properly addressed to the appropriate party at the address set forth below:

- | | |
|----------------------------------|--|
| 1. Notices to Coalition Manager: | Valued Pharmacy Services of the Midwest, LLC
16090 Swingley Ridge Rd., Suite 450
Chesterfield, MO 63017
Attn: Lisa Youngblood |
| 2. Notices to Client: | City of Jackson, Missouri
101 Court Street
Jackson, MO 63755
Attn: Dwain Hahs |

12. Modification of Agreement.

Any modification of this Agreement or additional obligations assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

13. Miscellaneous.

13.1 Entire Agreement and Amendments. This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof, and replaces and supersedes all other agreements or understandings, whether written or oral. No amendment or extension of the Agreement shall be binding unless in writing and signed by all parties.

13.2 Binding Effect, Assignment. This Agreement shall be binding upon and shall inure

to the benefit of Coalition Manager and the Client and to the Client's successors and assigns.

13.3 Governing Law, Severability. The laws of the State of Missouri shall govern this Agreement. The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision.

WHEREFORE, the parties have executed this Agreement to be effective as stated in Paragraph 6 (Term) written above.

City of Jackson, Missouri

Legal representative: Dwain Hahs

DocuSigned by:
Signature Dwain Hahs Date: 1/8/2024
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Valued Pharmacy Services of the Midwest, LLC

Legal representative: Lisa Youngblood

DocuSigned by:
Signature Lisa Youngblood Date: 1/19/2024
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City of Jackson, Missouri – Effective 01/01/2024

EXHIBIT B

PRICING TERMS AND PHARMACY PROGRAM FEES

Exhibit B-1

Claims Reimbursement Rates
Billing, Payment, and Miscellaneous Pricing Terms

Exhibit B-2

Administrative Services and Clinical Program Fees

Exhibit B-3

Rebates

Exhibit B-4

Inflation Protection Program

Exhibit B-5

Performance Standards

Exhibit B-1**Claims Reimbursement Rates**
Billing, Payment, and Miscellaneous Pricing Terms

Sponsor will pay to ESI for each Prescription Drug Claim dispensed or processed pursuant to the terms of this Agreement. Sales or excise tax or other governmental surcharge, if any, will be the responsibility of Sponsor.

1. BASE ADMINISTRATIVE FEES.

- 1.1. Sponsor will pay ESI the following base Administrative Fees on all claims processed by ESI under this Agreement. These shall be in addition to any other Administrative Fees set forth in this Agreement.

	Per Prescription Drug Claim
Commercial	\$0.00

Percentage of claims in MA	Administrative Fee Amount
0.00-5.00%	\$0.00/claim
Every 5% thereafter	Additional \$0.08/claim

2. PARTICIPATING PHARMACY AND ESI MAIL PHARMACY AVERAGE AGGREGATE ANNUAL INGREDIENT COST AND DISPENSING FEE GUARANTEES (DOES NOT APPLY TO SPECIALTY PRODUCTS).**2.1. Participating Pharmacy Commercial Ingredient Cost and Dispensing Fee Guarantees****a. National Plus/National/EAN/WAN/CAN Networks**

		National Plus (1-83 Days' Supply)	Retail Maintenance Smart 90 Anywhere (Exclusive/Incentive/Active Choice/Voluntary) (84-90 Days)	National Network (1-83 Days' Supply)	EAN/WAN/CAN Networks* (1-83 Days' Supply)
Brands	Average Annual Ingredient Cost Guarantee	AWP-20.10%	AWP- 23.00%	AWP-20.35%	AWP-20.85%
	Dispensing Fee/Rx Guarantee	\$0.40	\$0.40	\$0.40	\$0.40
Generics	Average Annual Ingredient Cost Guarantee	AWP- 86.00%		AWP- 86.00%	AWP- 86.00%
	Dispensing Fee/Rx Guarantee	\$0.40	\$0.40	\$0.40	\$0.40

*EAN/WAN/CAN rates apply to both Exclusive and Incentive options.

		Smart 90 Exclusive Walgreens, CVS, Core (84-90 Days)	Smart 90 Exclusive Key Anchors (84-90 Days)	Smart 90 Voluntary Walgreens, CVS, Core (84-90 Days)*	Smart 90 Voluntary Key Anchors (84-90 Days)*
Brands	Average Annual Ingredient Cost Guarantee	AWP- 24.25%	AWP- 24.00%	AWP- 23.25%	AWP- 23.00%
	Dispensing Fee/Rx Guarantee	\$0.00	\$0.40	\$0.40	\$0.40
Generics	Average Annual Ingredient Cost Guarantee	AWP- 88.50%	AWP- 87.65%	AWP- 86.65%	AWP- 86.40%
	Dispensing Fee/Rx Guarantee	\$0.00	\$0.40	\$0.40	\$0.40

*INCLUDES INCENTIVE, VOLUNTARY, AND ACTIVE CHOICE OPTIONS

2.2. ESI MAIL PHARMACY PRICING (DOES NOT APPLY TO SPECIALTY PRODUCTS)

a. Commercial Ingredient Cost and Dispensing Fee Guarantees (Does not apply to Specialty Products)

ESI Mail Pharmacy		
Brands	Average Annual Ingredient Cost Guarantee	AWP- 24.25%
	Dispensing Fee/Rx Guarantee ¹	\$0.00
Generics	Average Annual Ingredient Cost Guarantee	AWP- 88.50%
	Dispensing Fee/Rx Guarantee ¹	\$0.00

¹Dispensing fee guarantees are inclusive of shipping and handling. If carrier rates (i.e., U.S. mail and/or applicable commercial courier services) increase during the term of this Agreement, the dispensing fee guarantee will not be increased to reflect such increase(s).

3. SPECIALTY PRODUCT PRICING

- 3.1. Adjudication Rates. Sponsor will be charged for Specialty Products at the rates and dispensing fees set forth on the Specialty Product List. The Specialty Product List and the rates contained therein are subject to addition, deletion, or modification by ESI from time to time.
- 3.2. Dispensing Fee for Specialty Products. There will be a dispensing fee of \$0.40 for Specialty Products dispensed through Participating Pharmacies and a dispensing fee of \$0.00 for Specialty Products dispensed through the ESI Specialty Pharmacy. Dispensing fees are inclusive of shipping and handling. If carrier rates (i.e., U.S. mail and/or applicable commercial courier services) increase during the term of this Agreement, the dispensing fee will not be increased to reflect such increase(s).
- 3.3. Average Annual Ingredient Cost Guarantees. The following pricing guarantees shall apply to Specialty Products.

Aggregated Participating Pharmacies and ESI Specialty Pharmacy ¹	Exclusive ² -30 DS	Exclusive ² - Accredo Days' Supply or 90 DS
Average Annual Ingredient Cost Guarantee	AWP- 22.00%	AWP- 22.25%

¹In addition to the general exclusions identified in this Agreement, all non-Specialty Products, and all Exclusive or Limited Distribution Products are excluded from this guarantee.

²This guarantee shall only apply to Plans for which the ESI Specialty Pharmacy is the exclusive pharmacy that may fill Specialty Products for Members, other than Exclusive or Limited Distribution Products not available at the ESI Specialty Pharmacy.

Limited Distribution Guarantee – Exclusive² – (Participating Pharmacy and ESI Specialty Pharmacy)¹	
Average Annual Limited Distribution Guarantee	AWP-15.75%

¹In addition to the general exclusions identified in this Agreement, all non-Specialty Products are excluded from this guarantee. This guarantee shall only apply to Exclusive or Limited Distribution Products.

²This guarantee shall only apply to Plans for which the ESI Specialty Pharmacy is the exclusive pharmacy that may fill Specialty Products for Members, other than Exclusive or Limited Distribution Products not available at the ESI Specialty Pharmacy.

Aggregated Participating Pharmacies and ESI Specialty Pharmacy¹	Open-30 DS	Open- Accredo Days' Supply or 90 DS
Average Annual Ingredient Cost Guarantee	AWP- 19.00%	AWP- 19.25%

¹In addition to the general exclusions identified in this Agreement, all non-Specialty Products, and all Exclusive or Limited Distribution Products are excluded from this guarantee.

Limited Distribution Guarantee – Open – (Participating Pharmacy and ESI Specialty Pharmacy)¹	
Average Annual Limited Distribution Guarantee	AWP-14.75%

¹In addition to the general exclusions identified in this Agreement, all non-Specialty Products are excluded from this guarantee. This guarantee shall only apply to Exclusive or Limited Distribution Products.

- 1.1. The Specialty Pricing offered assumes a days' supply consistent with the ESI Specialty Pharmacy Accredo Days' Supply, 90 Days' Supply, and 30 Days' supply Programs. Rates and rebate guarantees associated with each program are noted in the appropriate section of this supplement.
- 1.2. ASES. For Specialty Products needing an additional charge to cover costs of all ASES required to administer the Specialty Products, ESI or ESI Specialty Pharmacy will bill, at ESI's option, either the Sponsor's medical plan or the Sponsor directly at the following standard per diem and nursing fee rates set forth below, maintained and updated by ESI from time to time. If ESI elects to bill Sponsor's medical plan for ASES, Sponsor will work with ESI to coordinate the invoicing and payment of ASES through Sponsor's medical plan. If Sponsor's medical plan will not cover the cost of ASES billed through ESI or ESI Specialty Pharmacy, Sponsor shall be responsible for the costs of all ASES. Unless otherwise set forth in an agreement directly between ESI Specialty Pharmacy and Sponsor or a Plan, if a Specialty Product dispensed or ASES provided by ESI Specialty Pharmacy is billed to Sponsor or a Plan directly by ESI Specialty Pharmacy instead of being processed through ESI, Sponsor or Plan will timely pay ESI Specialty Pharmacy for such claim pursuant to the rates below and within thirty (30) days of Sponsor's, Plan's, or its designee's, receipt of such electronic or paper claim from ESI Specialty Pharmacy. ESI Specialty Pharmacy shall have 360 days from the date of service to submit such electronic or paper claim.

Therapeutic Class	Brand Name	Per Diem:
ALPHA 1 DEFICIENCY	Alpha 1 Deficiency Drugs requiring Per Diem (e.g., Aralast NP, Zemaira, Glassia)	\$55.00 / Infusion

ENZYME DEFICIENCY	Enzyme Deficiency Drugs requiring Per Diem (e.g., Cerezyme, Lumizyme, Nexvazyme)	\$60.00 / Infusion
IMMUNE DEFICIENCY	Immune Deficiency Drugs requiring Per Diem (e.g., Cuvitru, Gammagard, Privigen)	\$60.00 / Infusion
INFLAMMATORY CONDITIONS	Inflammatory Conditions Drugs requiring Per Diem (e.g., Remicade, Avsola, Inflectra)	\$60.00 / Infusion
MISCELLANEOUS SPECIALTY CONDITIONS	Miscellaneous Specialty Conditions Drugs requiring Per Diem (e.g., Soliris, Ultomiris)	\$60.00 / Infusion
MISCELLANEOUS SPECIALTY CONDITIONS	Vyvgart	\$65.00 / Infusion
MISCELLANEOUS SPECIALTY CONDITIONS	Duopa	\$65.00 / Day
PAH	Tyvaso	\$30.00 / Day
PAH	PAH Drugs requiring Per Diem (e.g., Flolan, Epoprostenol Sodium, Remodulin)	\$65.00 / Day
PAH	Ventavis	\$65.00 / Day

4. **COMPOUND DRUG PRICING.**

	ALL YEARS
Compounds (not listed elsewhere)	Lesser of U&C or combined AWP plus service fee

5. **GENERAL PRICING TERMS.** The following terms are applicable to all pricing terms set forth in this Agreement.

- 5.1. **Calculation of Ingredient Cost Guarantees.** ESI will guarantee an average aggregate annual discounts to Sponsor to be calculated as follows:

[1-(total discounted AWP ingredient cost but excluding dispensing fees and ancillary charges, and prior to application of Copayments) of applicable Prescription Drug Claims for the annual period divided by total undiscounted AWP ingredient cost (both amounts will be calculated as of the date of adjudication) for the annual period]]. Discounted ingredient cost will be the applicable adjudicated ingredient cost.

- 5.2. **Calculation of Dispensing Fee Guarantees.** ESI will guarantee an average aggregate annual per Prescription Drug Claim dispensing fee to Sponsor to be calculated as follows:

[total dispensing fee of applicable claims for the annual period divided by total claims for the annual period].

- 5.3. **MNOY Guarantee Methodology.** Notwithstanding anything in this Agreement to the contrary, the Generic ingredient cost discount and dispensing fee guarantees under Sections 2 and 3 above will include only those Prescription Drug Claims that processed to Sponsor for payment purposes where the underlying prescription drug product was identified by Medi-Span as having a Multi-Source Indicator code identifier of "Y" on the date dispensed (or was identified by Medi-Span as having a Multi-Source Indicator identifier of an "O" on the

date dispensed, but was substituted and dispensed by the ESI Mail Pharmacy as its “house generic”), unless such Prescription Drug Claim is identified in the “Exclusions” section. The brand guarantees will include only those Prescription Drug Claims that processed to Sponsor for payment purposes under Sections 2 and 3 above where the underlying prescription drug product was identified by Medi-Span as having a Multi-Source Indicator code identifier of “M”, “N”, or “O” on the date dispensed (except in cases where the underlying prescription drug product was substituted and dispensed by the pharmacy as its “house generic”), unless such Prescription Drug Claim is identified in the “Exclusions” section. The application of brand and generic pricing may be subject to certain “dispensed as written” (DAW) protocols and Sponsor or Plan defined plan design and coverage policies for adjudication and Member Copayment purposes. If Medi-Span discontinues reporting Multi-Source Indicator identifiers, ESI reserves the right to make an equitable adjustment as necessary to maintain the parties’ relative economics and the pricing intent of this Agreement. Notwithstanding anything in this Agreement to the contrary, any rebate guarantees set forth in this Agreement will be reconciled using ESI’s BGA.

- 5.4. Guarantee Reconciliation Period. The ingredient cost and dispensing fee guarantees under this Agreement will be measured and reconciled on an annual basis within ninety (90) days of the end of each contract year and paid as soon as administratively possible on the next invoice or via check. ESI will pay the shortfall, if any, between Sponsor’s net cost and the applicable guarantee, excluding claims with \$0 to Sponsor. The guarantees are annual guarantees - if this Agreement is terminated prior to the completion of the then current contract year (hereinafter, a “Partial Contract Year”), then the guarantees will not apply for such Partial Contract Year. To the extent Sponsor changes its benefit design or Formulary during the term of the Agreement, the guarantee will be equitably adjusted if there is a material impact on the discount achieved. Subject to the remaining terms of this Agreement, ESI will pay the difference attributable to any shortfall between the actual result and the guaranteed result.
- 5.5. Exclusions. The following will be excluded from all ingredient cost and dispensing fee guarantees under this Agreement: Specialty Products (other than Specialty Product guarantee, and if applicable), no bill/no remit, Claims through 340b pharmacies, Subrogation Claims, claims dispensed from an on-site or Sponsor or Plan owned pharmacy, long term care pharmacy claims, Member Submitted Claims, compounds, OTCs, vaccines, coordination of benefits (COB) claims, biosimilar products (other than Specialty Product guarantee, and if applicable) and Claims where pharmacy reimbursement is determined by law, not ESI’s contract with the provider (applicable to dispensing fee guarantees only). Additionally, claims dispensed in Puerto Rico, Guam, Northern Mariana Islands, Virgin Islands, Hawaii, and Alaska will be excluded from the guarantees.
- 5.6. Under any retail spread pricing arrangements, ESI will retrospectively invoice Sponsor for the difference between Sponsor’s contracted dispensing fee and any state mandated pharmacy dispensing fee resulting from claims incurred in any state that mandates the use of NADAC or another pricing benchmarks in pharmacy reimbursement
- 5.7. Adjudication Rates.
 - a. Participating Pharmacies. If no adjudication rates are specified herein, each claim will be adjudicated to Sponsor at the applicable ingredient cost, and will be reconciled to the applicable guarantee as set forth herein. The discounted ingredient cost will be the lesser of MRA (as applicable), U&C or the applicable AWP discount.
 - b. ESI Mail Pharmacy. Claims dispensed at ESI Mail Pharmacy will be adjudicated to Sponsor at the applicable ingredient cost, and will be reconciled to the applicable guarantee as set forth herein.
- 5.8. Conditions Applicable to Extended Days’ Supply Pricing. The Extended Days’ Supply pricing set forth in this Agreement shall be subject to certain requirements, as set forth in this Section. Extended Days’ Supply shall mean; (1) for all lines of business other than Medicare or EGWP, any supply of a covered drug of 84 days or greater; and (2) for Medicare or EGWP, if applicable, any supply of a covered drug of 35 days or greater.
 - a. Standard Maintenance Network. Certain Participating Pharmacies have agreed to participate in the extended (84-90) days’ supply network (“Maintenance Network”) for maintenance drugs. The 84-90 days’

supply pricing set forth in this Agreement is applicable only if Sponsor implements a plan design that requires Members to fill such days' supply at a Maintenance Network Participating Pharmacy (i.e., Sponsor must implement a plan design whereby Members who fill 84-90 days' supply prescriptions at a Participating Pharmacy other than a Maintenance Network Participating Pharmacy do not receive benefit coverage under the Plan for such prescription). If no such plan design is implemented, the pricing for such days' supply will be the same as the 1-83 days' supply pricing set forth in this Agreement, and pricing for an 84-90 days' supply as set forth in this Agreement shall not apply, even if a Maintenance Network Participating Pharmacy is used.

- b. Smart90 Anywhere (Exclusive). In the ESI "Smart90 Anywhere" extended 84-90 days' supply network for maintenance drugs (Participating Pharmacies and the ESI Mail Pharmacy are hereinafter collectively referred to as "ESI's Smart90 Network"). Pricing in the 84-90 days' supply column set forth in this Agreement is applicable if Sponsor implements a plan design that requires Members: (i) to fill maintenance drugs (based on ESI's standard list of identified maintenance drugs) in extended 84-90 days' supply quantities only (i.e., no 30 day fills except for initial courtesy fill(s)); those who fill less than 84-90 days' supply at a Participating Pharmacy will receive a copay penalty (or hard reject) as set by the Plan.
- c. Smart90 Anywhere (Incentive). In the ESI "Smart90 Anywhere" extended 84-90 days' supply network for maintenance drugs (Participating Pharmacies and the ESI Mail Pharmacy are hereinafter collectively referred to as "ESI's Smart90 Network"). Pricing in the 84-90 days' supply column set forth in this Agreement is applicable if Sponsor implements a plan design that requires Members: (i) to fill maintenance drugs (based on ESI's standard list of identified maintenance drugs) in extended 84-90 days' supply quantities only (i.e., no 30 day fills except for initial courtesy fill(s)); those who fill less than 84-90 days' supply at a Participating Pharmacy will receive a copay penalty as set by the Plan.
- d. Smart90 Anywhere (Active Choice). In the ESI "Smart90 Anywhere" extended 84-90 days' supply network for maintenance drugs (Participating Pharmacies and the ESI Mail Pharmacy are hereinafter collectively referred to as "ESI's Smart90 Network"). Pricing in the 84-90 days' supply column set forth in this Agreement is applicable if Sponsor implements a plan design that requires Members: (i) to fill maintenance drugs (based on ESI's standard list of identified maintenance drugs) in extended 84-90 days' supply quantities only (i.e., no 30 day fills except for initial courtesy fill(s) or unless the member informs ESI that they will be staying at 30 days); and (ii) to fill such extended days' supply at either the ESI Mail Pharmacy or a Participating Pharmacy in the ESI Smart90 will receive a copay penalty as set by the plan.
- e. Smart90 Anywhere (Voluntary). In the ESI "Smart90 Anywhere" extended 84-90 days' supply network for maintenance drugs (Participating Pharmacies and the ESI Mail Pharmacy are hereinafter collectively referred to as "ESI's Smart90 Network"). Pricing in the 84-90 days' supply column set forth in this Agreement is applicable if Sponsor implements a plan design that requires Members: (i) to fill maintenance drugs in extended 84-90 days' supply quantities only. The copayment amount for ESI Smart90 Network and the ESI Mail Pharmacy must be at least 2.5x the copayment amount for Retail30 claims. For percentage coinsurance, coinsurance amounts may be different at retail vs. home delivery, but must be lower for 90-day supplies.
- f. Smart90 Core (Exclusive). Certain Participating Pharmacies have agreed to participate, together with the ESI Mail Pharmacy, in the ESI "Smart90" extended 84-90 days' supply network for maintenance drugs (such Participating Pharmacies and the ESI Mail Pharmacy are hereinafter collectively referred to as "ESI's Smart90 Network"). Pricing in the 84-90 days' supply column set forth in this Agreement is applicable only if Sponsor implements a plan design that requires Members: (i) to fill maintenance drugs (based on ESI's standard list of identified maintenance drugs) in extended 84-90 days' supply quantities only (i.e., no 30 day fills except for initial courtesy fill(s)); and (ii) to fill such extended days' supply at either the ESI Mail Pharmacy or a Participating Pharmacy in the ESI Smart90 Network (i.e., Sponsor must implement a plan design whereby Members who fill maintenance drugs for less than an extended 84-90 days' supply or who fill an extended 84-90 days' supply at a Participating Pharmacy other than an ESI's Smart90 Network Participating Pharmacy do not receive benefit coverage under the Plan for such prescription). If no such plan design is implemented, the pricing for such days' supply will be the same as for Prescription Drug Claims for less than an 84 days' supply, and pricing for an 84-90 days' supply as set forth in this Agreement

shall not apply, even if an ESI Smart90 Network Participating Pharmacy is used. The co-payment amount must also be level between the ESI Smart90 Network and the ESI Mail Pharmacy. For coinsurance/percentage co-payments, co-payments could be different at ESI Smart90 Network Participating Pharmacy vs. ESI Mail Pharmacy. If a regulatory body enacts a law, regulation, or other guidance that prohibits the Smart90 Program, ESI will adjust Sponsor's rates accordingly.

- g. Smart90 Core (Voluntary). Certain Participating Pharmacies have agreed to participate, together with the ESI Mail Pharmacy, in the ESI "Smart90 Network" extended 84-90 days' supply network for maintenance drugs (such Participating Pharmacies and the ESI Mail Pharmacy are hereinafter collectively referred to as "ESI's Smart90 Network"). Pricing in the 84-90 days' supply column set forth in this Agreement is applicable only to fill such extended days' supply at either the ESI Mail Pharmacy or a Participating Pharmacy in the ESI Smart90 Network (i.e., Sponsor must implement a plan design whereby Members who fill an extended 84-90 days' supply at a Participating Pharmacy other than an ESI Smart90 Network Participating Pharmacy do not receive benefit coverage under the Plan for such prescription). If no such plan design is implemented, the pricing for such days' supply will be the same as for Prescription Drug Claims for less than an 84 days' supply, and pricing for an 84-90 days' supply as set forth in this Agreement shall not apply, even if an ESI Smart90 Network Participating Pharmacy is used. The co-payment amount must also be level between the ESI Smart90 Network and the ESI Mail Pharmacy, and the co-payment for 84-90 days' supply cannot exceed 2.5 times the co-payment for less than 83 day retail days' supply. For coinsurance/percentage co-payments, co-payments could be different at ESI Smart90 Network Participating Pharmacy vs. ESI Mail Pharmacy. If a regulatory body enacts a law, regulation, or other guidance that prohibits the Smart90 Program, ESI will adjust Sponsor's rates accordingly.

- h. Walgreens Smart90 (Exclusive). Certain Participating Pharmacies have agreed to participate, together with the ESI Mail Pharmacy, in the ESI "Smart90 Walgreens Network" extended 84-90 days' supply network for maintenance drugs (such Participating Pharmacies and the ESI Mail Pharmacy are hereinafter collectively referred to as "ESI's Smart90 Walgreens Network"). Pricing in the 84-90 days' supply column set forth in this Agreement is applicable only if Sponsor implements a plan design that requires Members: (i) to fill maintenance drugs (based on ESI's standard list of identified maintenance drugs) in extended 84-90 days' supply quantities only (i.e., no 30 day fills except for initial courtesy fill(s)); and (ii) to fill such extended days' supply at either the ESI Mail Pharmacy or a Participating Pharmacy in the ESI Smart90 Walgreens Network (i.e., Sponsor must implement a plan design whereby Members who fill maintenance drugs for less than an extended 84-90 days' supply or who fill an extended 84-90 days' supply at a Participating Pharmacy other than an ESI Smart90 Walgreens Network Participating Pharmacy do not receive benefit coverage under the Plan for such prescription). If no such plan design is implemented, the pricing for such days' supply will be the same as for Prescription Drug Claims for less than an 84 days' supply, and pricing for an 84-90 days' supply as set forth in this Agreement shall not apply, even if an ESI Smart90 Walgreens Network Participating Pharmacy is used. The co-payment amount must also be level between the ESI Smart90 Walgreens Network and the ESI Mail Pharmacy. For coinsurance/percentage co-payments, co-payments could be different at ESI Smart90 Walgreens Network Participating Pharmacy vs. ESI Mail Pharmacy. If a regulatory body enacts a law, regulation, or other guidance that prohibits the Walgreens Smart90 Program, ESI will adjust Sponsor's rates accordingly.

- i. CVS Smart90 (Exclusive). Certain Participating Pharmacies have agreed to participate, together with the ESI Mail Pharmacy, in the ESI "Smart90 CVS Network" extended 84-90 days' supply network for maintenance drugs (such Participating Pharmacies and the ESI Mail Pharmacy are hereinafter collectively referred to as "ESI's Smart90 CVS Network"). Pricing in the 84-90 days' supply column set forth in this Agreement is applicable only if Sponsor implements a plan design that requires Members: (i) to fill maintenance drugs (based on ESI's standard list of identified maintenance drugs) in extended 84-90 days' supply quantities only (i.e., no 30 day fills except for initial courtesy fill(s)); and (ii) to fill such extended days' supply at either the ESI Mail Pharmacy or a Participating Pharmacy in the ESI Smart90 CVS Network (i.e., Sponsor must implement a plan design whereby Members who fill maintenance drugs for less than an extended 84-90 days' supply or who fill an extended 84-90 days' supply at a Participating Pharmacy other than an ESI Smart90 CVS Network Participating Pharmacy do not receive benefit coverage under the Plan for such prescription). If no such plan design is implemented, the pricing for such days' supply will be the same as for Prescription Drug Claims for less than an 84 days' supply, and pricing for an 84-90 days' supply as set

forth in this Agreement shall not apply, even if an ESI Smart90 CVS Network Participating Pharmacy is used. The co-payment amount must also be level between the ESI Smart90 CVS Network and the ESI Mail Pharmacy. For coinsurance/percentage co-payments, co-payments could be different at ESI Smart90 CVS Network Participating Pharmacy vs. ESI Mail Pharmacy. If a regulatory body enacts a law, regulation, or other guidance that prohibits the Smart90 CVS Network Program, ESI will adjust Sponsor's rates accordingly.

- j. Walgreens Smart90 (Voluntary). Certain Participating Pharmacies have agreed to participate, together with the ESI Mail Pharmacy, in the ESI "Smart90 Walgreens Network" extended 84-90 days' supply network for maintenance drugs (such Participating Pharmacies and the ESI Mail Pharmacy are hereinafter collectively referred to as "ESI's Smart90 Walgreens Network"). Pricing in the 84-90 days' supply column set forth in this Agreement is applicable only to fill such extended days' supply at either the ESI Mail Pharmacy or a Participating Pharmacy in the ESI Smart90 Walgreens Network (i.e., Sponsor must implement a plan design whereby Members who fill an extended 84-90 days' supply at a Participating Pharmacy other than an ESI Smart90 Walgreens Network Participating Pharmacy do not receive benefit coverage under the Plan for such prescription). If no such plan design is implemented, the pricing for such days' supply will be the same as for Prescription Drug Claims for less than an 84 days' supply, and pricing for an 84-90 days' supply as set forth in this Agreement shall not apply, even if an ESI Smart90 Walgreens Network Participating Pharmacy is used. The co-payment amount must also be level between the ESI Smart90 Walgreens Network and the ESI Mail Pharmacy, and the co-payment for 84-90 days' supply cannot exceed 2.5 times the co-payment for less than 83 day retail days' supply. For coinsurance/percentage co-payments, co-payments could be different at ESI Smart90 Walgreens Network Participating Pharmacy vs. ESI Mail Pharmacy. If a regulatory body enacts a law, regulation, or other guidance that prohibits the Walgreens Smart90 Program, ESI will adjust Sponsor's rates accordingly.

- k. CVS Smart90 (Voluntary). Certain Participating Pharmacies have agreed to participate, together with the ESI Mail Pharmacy, in the ESI "Smart90 CVS Network" extended 84-90 days' supply network for maintenance drugs (such Participating Pharmacies and the ESI Mail Pharmacy are hereinafter collectively referred to as "ESI's Smart90 CVS Network"). Pricing in the 84-90 days' supply column set forth in this Agreement is applicable only to fill such extended days' supply at either the ESI Mail Pharmacy or a Participating Pharmacy in the ESI Smart90 CVS Network (i.e., Sponsor must implement a plan design whereby Members who fill an extended 84-90 days' supply at a Participating Pharmacy other than an ESI Smart90 CVS Network Participating Pharmacy do not receive benefit coverage under the Plan for such prescription). If no such plan design is implemented, the pricing for such days' supply will be the same as for Prescription Drug Claims for less than an 84 days' supply, and pricing for an 84-90 days' supply as set forth in this Agreement shall not apply, even if an ESI Smart90 CVS Network Participating Pharmacy is used. The co-payment amount must also be level between the ESI Smart90 CVS Network and the ESI Mail Pharmacy, and the co-payment for 84-90 days' supply cannot exceed 2.5 times the co-payment for less than 83 day retail days' supply. For coinsurance/percentage co-payments, co-payments could be different at ESI Smart90 CVS Network Participating Pharmacy vs. ESI Mail Pharmacy. If a regulatory body enacts a law, regulation, or other guidance that prohibits the CVS Smart90 Program, ESI will adjust Sponsor's rates accordingly.

- l. Key Anchors Smart90 (Voluntary). Certain Participating Pharmacies (CVS and Walgreens) have agreed to participate, together with the ESI Mail Pharmacy, in the ESI "Smart90 Key Anchors Network" extended 84-90 days' supply network for maintenance drugs (such Participating Pharmacies and the ESI Mail Pharmacy are hereinafter collectively referred to as "ESI Smart90 Key Anchors Network"). Pricing in the 84-90 days' supply column set forth in this Agreement is applicable only to fill such extended days' supply at either the ESI Mail Pharmacy or a Participating Pharmacy in the ESI Smart90 Key Anchors Network (i.e., Sponsor must implement a plan design whereby Members who fill an extended 84-90 days' supply at a Participating Pharmacy other than an ESI Smart90 Key Anchors Network Participating Pharmacy do not receive benefit coverage under the Plan for such prescription). If no such plan design is implemented, the pricing for such days' supply will be the same as for Prescription Drug Claims for less than an 84 days' supply, and pricing for an 84-90 days' supply as set forth in this Agreement shall not apply, even if an ESI Smart90 Key Anchors Network Participating Pharmacy is used. The co-payment amount must also be level between the ESI Smart90 Network and the ESI Mail Pharmacy, and the co-payment for 84-90 days' supply cannot exceed

2.5 times the co-payment for less than 83 day retail days' supply. For coinsurance/percentage co-payments, co-payments could be different at ESI Smart90 Key Anchors Network Participating Pharmacy vs. ESI Mail Pharmacy. If a regulatory body enacts a law, regulation, or other guidance that prohibits the Smart90 Program, ESI will adjust Sponsor's rates accordingly.

- 5.9. Member Liability. At the ESI Mail Pharmacy and ESI Specialty Pharmacy, Sponsor will be responsible for any unpaid Member Copayment amounts if payment has not been received from the Member within one hundred twenty (120) days following dispensing. Sponsor will be billed in accordance with the claims billing and payment terms.

6. VACCINE CLAIMS (NO VACCINE CLAIMS WILL BE INCLUDED IN ANY PRICING OR REBATE GUARANTEE SET FORTH IN THE AGREEMENT).

6.1. General Terms applicable to Vaccine Claims

- a. "Vaccine Claim" means a claim for a Covered Drug which is a vaccine.
- b. "Vaccine Vendor Transaction Fee" means the data interchange fee that ESI is charged by its third party vendor to convert Vaccine Claims submitted electronically by physicians to NCPDP 5.1 format in order for ESI to process the claim.
- c. Vaccine Claims shall adjudicate at the lower of U&C or the amounts shown in the table below. In the case of Vaccine Claims, the U&C shall be the retail price charged by a Participating Pharmacy for the particular vaccine, including administration and dispensing fees, in a cash transaction on the date the vaccine is dispensed as reported to ESI by the Participating Pharmacy.
- d. The Vaccine Administration Fee for Vaccine Claims for Members enrolled in Sponsor's Medicaid programs, if any, will be capped at the maximum reimbursable amount under the state Medicaid program in which the Member is enrolled.
- e. All Vaccine Claims will be subject to any Administrative Fees set forth in the Agreement.
- f. Vaccine Claims will be charged a program fee of \$2.50 per Vaccine Claim (except for Medicare Part D covered Vaccine Claims, if applicable). The Vaccine Program Fee will be billed separately to Sponsor as part of the administrative invoice according to the billing frequency set forth in this Agreement.

6.2. Commercial (Including Medicaid and Exchange, if applicable)

	Participating Pharmacy INFLUENZA	Participating Pharmacy COVID19¹	Participating Pharmacy ALL OTHER VACCINES	Member Submitted Vaccine Claims (excluding foreign claims)
Vaccine Administration Fee	Pass-Through (capped at \$15 per vaccine claim)	Pass-Through	Pass-Through (capped at \$20 per vaccine claim)	Submitted amount
Ingredient Cost	Participating Pharmacy Ingredient Cost as set forth in the Agreement	Pass-Through ²	Participating Pharmacy Ingredient Cost as set forth in the Agreement	Submitted amount
Dispensing Fee	Participating Pharmacy Dispensing Fee as set forth in the Agreement	Pass-Through	Participating Pharmacy Dispensing Fee as set forth in the Agreement	Submitted amount
Administrative	Administrative Fee per Prescription Drug Claim as set forth in the			Administrative Fee per

Fee/Vaccine Claim	Agreement	Prescription Drug Claim (plus manual claim administrative fee) as set forth in the Agreement
Vaccine Program Fee	\$2.50 per vaccine claim	N/A

¹Notwithstanding anything in the Agreement to the contrary, claims for COVID19 vaccines will be excluded from all pricing and rebate guarantees.

²Not applicable for claims paid for by Federal funding during public health emergency.

7. Covid-19 Testing Products

- a. Coverage of COVID-19 Testing Products. Sponsor wishes to provide coverage for certain over the counter and pharmacy-administered COVID-19 testing products (the "COVID-19 Testing Products") under its pharmacy benefit. ESI shall maintain the list of covered COVID-19 Testing Products and shall make such list available to Sponsor upon request. Sponsor acknowledges and agrees that a Member will be allowed up to eight (8) tests per thirty (30) days at \$0 Member Co-payment. Once the Member has exhausted the allowed eight (8) tests, any additional tests will reject.
- b. Exclusion of COVID-19 Testing Products from Guarantees. Sponsor agrees that notwithstanding anything in the PBM Agreement to the contrary, claims for such COVID-19 Testing Products shall be excluded from all financial and rebate guarantees under the Agreement.
- c. Claims Reimbursement and Fees. Client will pay to ESI the following amounts for COVID-19 Testing Products:

		Participating Pharmacy COVID-19 Testing Products
Ingredient Cost		Participating Pharmacy Ingredient Cost as set forth in the Agreement
Dispensing Fee		Participating Pharmacy Dispensing Fee as set forth in the Agreement
COVID-19 Testing Product per Claim Administration Fee		Administrative Fee per Prescription Drug Claim as set forth in the Agreement
COVID-19 Testing Product Professional Service Administration Fee (if applicable)		Pass-Through
One-Time COVID-19 Testing Product Implementation Fee*		See Chart Below for Implementation Fee

*Pharmacy Management Funds (PMF) can be used to cover the cost of the one-time implementation fee.

Lives	Implementation Fee
<1,500	\$2,500
1,500 to 10,000	\$8,500
10,001 to 20,000	\$15,500
20,001 to 50,000	\$21,000

50,001 to 150,000	\$30,000
>150,000	\$45,000

8. COVID-19 Antiviral Therapeutic Products

- a. Coverage of COVID-19 Oral Antiviral Therapeutic Products. Sponsor wishes to provide coverage for COVID-19 oral antiviral therapeutic products authorized by the Food and Drug Administration's emergency use authorization, as amended (the "COVID-19 Oral Antiviral Products") under its pharmacy benefit. ESI shall maintain the list of covered COVID-19 Oral Antiviral Products and shall make such list available to client upon request.
- b. Exclusion of COVID-19 Oral Antiviral Products from Guarantees. Sponsor agrees that notwithstanding anything in the Agreement to the contrary, claims for such COVID-19 Oral Antiviral Products shall be excluded from all financial and rebate guarantees under the Agreement.
- c. Claims Reimbursement and Fees. Sponsor will pay to ESI the following amounts for COVID-19 Oral Antiviral Products:

	Participating Pharmacy COVID-19 Oral Antiviral Products
Ingredient Cost	\$0*
Dispensing Fee	Pass-Through
COVID-19 Oral Antiviral Products Program Fee	\$2.50 per claim for COVID-19 Oral Antiviral Product

*The \$0 ingredient cost shall apply for approved medications while funded by the federal government. If COVID-19 Oral Antiviral Products are no longer funded by the federal government, they will follow the pricing set forth in Section 3 of Exhibit A-2.

9. Coverage COVID-19 Oral Antiviral Therapeutic Products RPh Prescribing.

- a. Coverage COVID-19 Oral Antiviral Therapeutic Products RPh Prescribing. Sponsor shall provide coverage for a registered pharmacist ("RPh") to prescribe certain COVID-19 oral antiviral therapeutic products (the "COVID-19 Oral Antiviral Products") under its pharmacy benefit. PBM shall maintain the Sponsor approved list of covered COVID-19 Oral Antiviral Products that can be prescribed by an RPh and shall make such list available to Health Plan upon request.
- b. Exclusion of COVID-19 Oral Antiviral Products from Guarantees. Sponsor agrees that notwithstanding anything in the Agreement to the contrary, claims for such COVID-19 Oral Antiviral Products prescribed by an RPh shall be excluded from all financial and rebate guarantees under the Agreement.
- c. Claims Reimbursement and Fees. Client will pay to ESI the following amounts for COVID-19 Oral Antiviral Products prescribed by an RPh:

	COVID-19 Oral Antiviral Products Prescribed by an RPh	
Ingredient Cost	\$0 ¹	
Dispensing Fee	Pass-Through	
COVID-19 Oral Antiviral Product per Claim Administration Fee	\$2.50 Program Fee is waived when enrolled in this product.	
COVID-19 Oral Antiviral Product Professional Service Administration Fee	\$60	
COVID-19 Oral Antiviral Product Implementation and Annual Fee ²	Initial Implementation Fee (Year One)	Discounted Recurring Annual Fee (After Year One)

	See Chart Below for Implementation Fee	for	See Chart Below for Implementation Fee
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¹The ingredient cost for COVID-19 Oral Antiviral Products is waived while funded by the Federal government. Once the Federal government stops funding, Sponsor will be charged the Participating Pharmacy Ingredient Cost as set forth in the Agreement.

²Pharmacy Management Funds (PMF) can be used to cover the cost of the implementation and annual fee.

Plan Lives	Initial Implementation Fee (Year One)	Discounted Recurring Annual Fee (After Year One)
<1,500	\$1,250	\$625
1,500 to 10,000	\$4,250	\$2,125
10,001 to 20,000	\$7,750	\$3,875
20,001 to 50,000	\$10,500	\$5,250
50,001 to 150,000	\$15,000	\$7,500
>150,000	\$22,000	\$11,250

Term, Billing, Payment, and Miscellaneous Pricing Terms

10. **TERM.** This Agreement will commence as of 01/01/2024 and will continue for a period of two (2) years ("Initial Term"). The Initial Term plus any renewal terms will be known as the Term ("Term"). Thereafter, this Agreement will automatically renew with the same terms and conditions as set forth herein for successive one (1) year renewal terms, subject to the right of termination as otherwise provided herein. Not less than ninety (90) days prior to the end of the Initial Term or any renewal term of this Agreement either party may notify the other party in writing that it desires to terminate this Agreement effective as of the end of the then current term.
11. **BILLING AND PAYMENT.**
 - a. **Billing.** ESI will invoice Sponsor weekly for all applicable Fees.
 - b. **Payment.** Sponsor will pay ESI by wire, ACH transfer or pre-authorized debit within five (5) business days from the date of Sponsor's receipt of each ESI invoice. Sponsor will be responsible for all costs of collection, and agrees to reimburse ESI for such costs and expenses, including reasonable attorneys' fees. All amounts not paid by the due date thereof will bear interest at the rate of 1.5% per month or, if lower, the highest interest rate permitted by law. ESI may apply amounts otherwise owed to Sponsor against any unpaid Fees.
12. **PHARMACY MANAGEMENT FUND ("PMF")**
 - a. ESI will provide Plan Sponsor up to \$4.00 Per Member Per Year implemented as of the Effective Date to reimburse Plan Sponsor for the actual, fair market value of: (i) expense items and services related to transitioning, administering, and implementing the pharmacy benefit initially and throughout the term, such as, custom ID Cards, IT programming, custom formulary letters, member communications, and benefit set-up quality assurance; and/or (ii) mutually agreed upon expense items and services related to implementation of additional clinical or other similar programs provided by ESI throughout the Term; in either case subject to submission of adequate documentation to support reimbursement within 180 days of incurring the applicable expense. Both Plan Sponsor and ESI (upon agreement from Plan Sponsor) may

use the PMF to cover the fair market value of expenses for projects requiring joint resources. All reimbursement under the PMF is subject to ESI's standard PMF business practices for all clients. With the exception of clinical program fees, for those expenses directly incurred by Sponsor, Sponsor or Rx Solutions shall provide ESI with documentation of such expenses actually incurred in the form of an invoice, an account statement, or other detailed documentation and with Sponsor's written approval, ESI will pay Rx Solutions directly for the amounts reimbursable under the PMF. Clinical program fees will be automatically deducted from Plan Sponsor's PMF. Plan Sponsor may opt out of this automatic deduction via formal written notice.

- b. ESI will provide Rx Solutions up to \$2.00 Per Member Per Year implemented as of the Effective Date to reimburse Rx Solutions for the actual, fair market value of: (i) expense items and services related to transitioning, administering, and implementing the pharmacy benefit initially and throughout the term, such as, custom ID Cards, IT programming, custom formulary letters, member communications, and benefit set-up quality assurance; and/or (ii) mutually agreed upon expense items and services related to implementation of additional clinical or other similar programs provided by ESI throughout the Term; in either case subject to submission of adequate documentation to support reimbursement within 180 days of incurring the applicable expense. Both Rx Solutions and ESI (upon agreement from Rx Solutions) may use the PMF to cover the fair market value of expenses for projects requiring joint resources. All reimbursement under the PMF is subject to ESI's standard PMF business practices for all clients. With the exception of clinical program fees, for those expenses directly incurred by Sponsor, Sponsor or Rx Solutions shall provide ESI with documentation of such expenses actually incurred in the form of an invoice, an account statement, or other detailed documentation and with Sponsor's written approval, ESI will pay Rx Solutions directly for the amounts reimbursable under the PMF.
- c. Plan Sponsor and Rx Solutions represents and warrants that: (i) it will only request reimbursement under the PMF for its actual expenses incurred in transitioning, administering, and implementing the pharmacy benefit managed by ESI hereunder, and/or the additional clinical or other similar program provided by ESI throughout the Term; (ii) that the applicable service, item or program was actually performed or provided; (iii) the amount of the reimbursement is equal to or less than the reasonable fair market value of the actual expenses incurred by Plan Sponsor and Rx Solutions; (iv) it will notify and disclose the amount and the terms of any PMF reimbursements to Members and other third parties to the extent required by applicable laws and regulations. In addition, if the Plan Sponsor and Rx Solutions and the Plan are subject to ERISA, Plan Sponsor and Rx Solutions represents and warrants that it will only request reimbursement under the PMF for items or services for which Plan Sponsor and Rx Solutions, in the absence of the PMF, would be allowed reimbursement from the Plan (i.e., not "settlor functions").
- d. Plan Sponsor and Rx Solutions shall comply with all applicable federal and state requirements, including, but not limited to, all applicable federal and state reporting requirements with respect to any expense, item or service reimbursed under this section. ESI reserves the right to periodically audit the books and records of Plan Sponsor and Rx Solutions on-site, during normal business hours and after giving reasonable advance notice, for the purposes of verifying Plan Sponsor and Rx Solutions' compliance with the PMF requirements set forth in this Agreement.
- e. ESI intends to amortize the PMF over the Initial Term of the Agreement on a straight-line basis. In the event of a termination of this Agreement for any reason other than ESI's uncured material breach prior to the expiration of the Initial Term, Plan Sponsor and Rx Solutions will reimburse ESI an amount equal to any paid but unamortized portion of the PMF. Reimbursement to ESI by Plan Sponsor and Rx Solutions pursuant to this Section will not be in lieu of any other rights or remedies ESI may have in connection with the termination of this Agreement, including monetary or other damages. PMF reimbursements shall not be paid prior to the Effective Date of this Agreement and are not payable until this Agreement is executed. Plan Sponsor and Rx Solutions will have no right to interest on, or the time value of, any PMF, and unused funds shall be retained by ESI.

13. **MARKET CHECK.** ** ESI is offering a Market check that will be effective on the 13th month of the Sponsor's contract. The Pricing associated with the Market Check will be the most recent pricing agreed upon by RxSolutions and ESI. Acceptance and implementation of the Market Check pricing is contingent upon Sponsor extending the initial term

of the agreement for an additional twelve (12) months. This is only applicable to clients with a 2 year or 3 year agreement.

14. **PRICING CONDITIONS.** In the event one or more of the following occurs (whether between the date of the proposal and the Effective Date, or during the Term), ESI will have the right, upon notice, to make an equitable adjustment to the rates, Administrative Fees and/or Rebates, solely as necessary to return ESI to its contracted economic position as of the effective date of such event:

- a. Sponsor's Membership falls below 10% of current Membership;
- a. Sponsor has Members enrolled in a 100% co-payment plan (plans where Sponsor has no liability for the payment of pharmacy claims);
- b. There is a material change in the demographics of Sponsor's Membership, or in the Sponsor's pharmacy or drug mix, compared to data provided by Sponsor;
- c. Sponsor changes its Formulary, benefit designs, implements OTC plans, clinical or trend programs or otherwise takes an action that has the effect of lowering the amount of Rebates earned hereunder or materially impacting any guarantee;
- d. Sponsor elects to use on-site clinics or pharmacies to dispense prescription drugs to Members which materially reduces Rebates and/or the number of Covered Drug claims submitted to ESI; or
- e. There is a material change to the manner in which AWP is calculated or reported for Brand Drugs and/or Generic Drugs.
- f. Sponsor's mix or utilization of drugs in the Hepatitis C class materially differs from the data provided to ESI for the purposes of establishing pricing or from Sponsor's historical mix and utilization.

Further, if ESI's ability to provide the financial terms herein are adversely affected due to unexpected introduction of a Generic Drug, due to another action by a manufacturer, due to any other industry or market condition, or due to a Change in Law, an appropriate adjustment will be made to the reimbursement rates, financial guarantees, Administrative Fees, and/or Rebates hereunder. The financial terms provided herein are based on Express Scripts' underwriting assumptions; pricing is subject to adjustment for a material change in these assumptions.

Exhibit B-2**Administrative Services and Clinical Program Fees**

Administrative Services and Clinical Programs - Commercial

INCLUDED SERVICES

Services listed below are included within the pricing offered; additional services may be available for additional fees. Additional terms and conditions may apply for the below services.

Benefits Management	
Basic PBM Services	Electronic claims processing Customer service for members Eligibility submission and maintenance Plan set-up and validation FSA eligibility feeds Member replacement cards printed via web Strategic account planning support
Formulary & Retail Network Services	Formulary services and notifications Pharmacy network management and reimbursement Basic network pharmacy audit Pharmacy help desk
Implementation Services	Implementation support New member packets (includes delivery of ID cards)
Technology and Communication Services	Express Scripts member website (express-scripts.com) and mobile app Co-branding on communication materials
Pharmacy	
Personalized Pharmacy Experience	Online ordering and prescription management through Express Scripts Pharmacy Specialty Pharmacy Website (accredo.com) and Accredo Mobile App Standard prescription delivery Specialized pharmacist support through Therapeutic Resource Centers Extended Payment Program (EPP)
Care	
Simple and Affordable Clinical Solutions	e-Prescribing and Electronic Prior Authorization (ePA) Overrides - Sponsor requested overrides, lost/stolen overrides, vacation supplies Concurrent Drug Utilization Review (DUR) Drug Conversion Program (Therapeutic Interchange) Digital Health Formulary Development Cost Exceeds Maximum for compound drugs and non-compound drugs (must be greater than \$10,000 non-compound limit) if less than \$10,000 non-compound limit see pricing below under Additional Services Patient Assurance Program
Intelligence	
Advanced Analytics and Insights	Client Website — customer relationship platform (eligibility, claims, and benefit administration), coverage management and appeals, eligibility file transfer Trend Central – on demand web-based reporting Billing reports with electronic claims detail extract file (NCPDP) Load 12 months claims history for clinical reports and reporting Software training for our online systems

ADDITIONAL SERVICES

Below are common optional additional services and fees. A comprehensive list of additional services and associated fees is available upon request. Additional services may be subject to additional terms and conditions. ESI may discontinue programs or modify fees, provided that ESI will not modify a fee of a program elected by Sponsor without prior notice.

Benefits Management

Additional PBM Services	
Cost Exceeds Maximum Non-compound drug limits less than \$10,000	\$0.01 PMPM
Direct/Paper Claims	\$3.00 per claim
Standard Single Sign-On (SSO)	\$0.00
Express Scripts Payment Integrity SolutionsSM Express Scripts Complete Claims CoordinationSM <ul style="list-style-type: none"> Identify, store and maintain Other Health Insurance Update COB indicator based on identification of primary or secondary coverage Reject primary claims when coverage is secondary Submit primary coverage on reject responses Submit secondary coverage on primary paid claim responses Setup of reimbursement formula and COB claims adjudication 	\$0.06 PMPM
Express Scripts Payer Precision ProgramSM <ul style="list-style-type: none"> Retrospective review of claims and OHI to identify and recover plan payments The fee is contingent upon the successful recovery of overpayments 	17% of the overpayment amounts recovered
COB Adjudication (Standalone) <ul style="list-style-type: none"> Creation of custom reimbursement formula (if needed) Setup and ongoing maintenance Product support 	\$3.00 per paid claim
Subrogation (Medicaid, Medicare, and Commercial)	NOTE: This fee is waived if enrolled in the above Cost Avoidance & COB Adjudication Service or Overpayment Recovery
Explanation of Benefits (EOBs)	\$3.00 per paid claim
	PBR (Non-Medicare Prescription Benefit Review EOBs): \$1.50 per statement + postage Direct Claim EOB: \$0.00
Section 111 Commercial Reporting	\$10,000 annually (\$2,500 per quarterly submission) NOTE: this optional fee only applies to Health Plans and TPAs when deferring this required service to Express Scripts to perform on their behalf. The fee does not apply to Commercial Employer clients directly contracting with Express Scripts as this service is provided as part of the standard PBM administrative services when Express Scripts serves as the CMS defined Responsible Reporting Entity (RRE).
Member Grievances	\$0.15 PMPM
Electronic Pharmacy Benefit Eligibility Verification	Pass-through at Express Scripts' preferred rate with data switch such as Surescripts
Enhanced Network Pharmacy Audit	Enhanced Plus \$0.04/paid claim – Amount billed to Sponsor not to exceed \$300,000.00.
Vaccine Program (optional)	\$2.50 per vaccine claim
Formulary Guidebook (Word Document or Excel Format)	\$12,500 annual fee – first formulary \$4,000 annual fee – each additional formulary

Cost Share Reduction/Subsidy Claims Adjudication and Reporting	\$25,000 implementation fee \$0.50/claim
Emerging Therapeutic Issues Program (ETIP) (optional): Alerts members and healthcare professionals about significant safety-related drug recalls for scripts filled at a retail pharmacy	\$0.05 PMPM and \$1.35 /letter + postage for mailed communications
SafeGuardRx Programs	No out-of-pocket expense to Plan Sponsor; Sponsor's fees to ESI are paid through retention of portion of manufacturer value associated with program.
Out of Pocket Protection Plan (Must be enrolled in exclusive specialty program through Accredo)	\$0.00
SaveonSP (Must be enrolled in exclusive specialty program through Accredo)	Sponsor's fee to SaveonSP 25% of realized savings
Variable Copay Benefit Program (Must be enrolled in exclusive specialty program through Accredo)	\$0.00
High Performance Formulary Service Fee	\$10,000 Implementation Fee + \$0.05 PMPM
Express Scripts Price Assure (optional)	<ul style="list-style-type: none"> No out-of-pocket expense to Sponsor; any generic surplus value created from Price Assure impacted claims may be applied towards meeting other channel guarantees. Shared savings fee: 25% of realized generic over performance savings

Technology and Communication Services

Proprietary External (Client-Facing) Application Programming Interface (API)	Per Member Per Month/ Subscription <ul style="list-style-type: none"> \$0.10 PMPM base \$1,250 per month minimum (\$15,000 annual) No Installation Fee Access to all APIs 	
	Transaction <ul style="list-style-type: none"> \$0.01 per Transaction FHIR APIs (or equivalent on proprietary) \$1,250 per month minimum Installation Fee - \$25K < 100K lives, \$50K > 100K lives Access to all APIs No data limits 	

Technology Development for Custom Solutions	\$143/hour
Development and delivery of custom communications	Priced upon request
Personalized Pharmacy Experience	
Custom Laser Messaging	\$40,000 per custom message A 20% discount will be provided for subsequent 3 month extensions of an active campaign.
Reviews and Appeals Management	
Initial and first level clinical appeals	Included in AUM PMPM fee or \$55/review
ESI Level 2 and Urgent Appeal Service (optional)	Additional \$10.00 applies to all reviews
External Reviews (optional) Facilitated by UM company, reviewed by independent review	\$800 per review

organizations	
Advanced Benefit Management / Data Integration	
Consumer-Directed Health (CDH) Plan Enrollees Advanced Data Integration, Member Decision Support, Member Adherence and Member Education	\$0.48 PMPM
Combined Benefit Management (Non-CDH Plan Enrollees) Services to manage combined medical-pharmacy benefits that are not a consumer-directed health (CDH) plan. Combined benefit types may include deductible, out of pocket, spending account, and lifetime maximum.	\$0.10 PMPM per combined accumulator for existing connection with medical carrier or TPA (up to a maximum \$0.20 PMPM)
FSA setup	\$5,720
Advanced Analytics and Insights	
Custom Reporting Requiring development build	\$143 /hour
Fees Applicable to Retiree Drug Subsidy Plans Only	
Retiree Drug Subsidy (RDS) enhanced service Express Scripts sends reports to CMS on behalf of Sponsor	\$1.12 PMPM for Medicare-qualified members with a minimum annual fee of \$7,500
Retiree Drug Subsidy (RDS) standard service Express Scripts sends reports to Sponsor	\$0.62 PMPM for Medicare-qualified members with a minimum annual fee of \$5,000
Notice of Creditable Coverage	\$1.35 /letter + postage

Care Solutions

Below are common optional clinical services and fees. A comprehensive list of additional services and associated fees is available upon request. These offerings and fees may change or be discontinued from time to time as Express Scripts updates its offerings to meet the needs of the marketplace. Offerings may be subject to additional terms and conditions. Sponsor will select clinical/trend programs during implementation by checking selected options on the Clinical Addendum and on the applicable Set-Up Form. Such Set-Up Forms are incorporated herein by reference as and when executed by the parties. A complete list representing the programs adopted by Sponsor (and corresponding pricing and guarantees) as of the Effective Date is outlined in the Clinical Addendum (executed separately by Sponsor).

Health Connect 360	
For a single per member per month (PMPM) fee, Health Connect 360 leverages the benefits of a suite of Express Scripts care solutions without the individual costs and management of standalone solutions.	
Pricing is client-specific and quoted at time of modeling.	
Member Care Support <i>Personalized digital tools, adherence solutions, education, and counseling</i>	Physician Support <i>Bi-directional EHR communication, real-time safety alerts, and provider engagement</i>
Pharmacy Support <i>Point of sale pharmacy messaging and clinical care improvement opportunities</i>	Plan Management Support <i>Care coordination with Care Insights Hub and Population Health Manager</i>

Standalone Solutions									
ScreenRx: Medication adherence solution	\$0.25 PMPM								
RationalMed: Advanced patient safety solution integrating medical, prescription, and laboratory data	<table> <tr> <td>0-999 lives</td><td>Not Offered</td></tr> <tr> <td>1,000 – 4,999 lives</td><td>\$0.40 PMPM</td></tr> <tr> <td>5,000 – 500,000 lives</td><td>\$0.25 PMPM year 1, \$0.35 PMPM all years following*</td></tr> <tr> <td>500,000 and above</td><td>\$0.35 PMPM</td></tr> </table> <p>*Sponsors with 5-10K lives may incur a one-time medical/lab data onboarding fee dependent on vendors.</p>	0-999 lives	Not Offered	1,000 – 4,999 lives	\$0.40 PMPM	5,000 – 500,000 lives	\$0.25 PMPM year 1, \$0.35 PMPM all years following*	500,000 and above	\$0.35 PMPM
0-999 lives	Not Offered								
1,000 – 4,999 lives	\$0.40 PMPM								
5,000 – 500,000 lives	\$0.25 PMPM year 1, \$0.35 PMPM all years following*								
500,000 and above	\$0.35 PMPM								
Retrospective DUR (RDUR): Patient safety solution	Basic RDUR Module: \$0.05 PMPM								

integrating prescription data	Advanced RDUR Module: \$0.10 PMPM Seniors RDUR Module: \$0.04 PMPM Retrospective DUR Bundle: \$0.11 PMPM
Physician Care Alerts	Adherence Module: \$0.03 PMPM Omission Module: \$0.03 PMPM High-Risk Module: \$0.03 PMPM HEDIS Module: \$0.03 PMPM Physician Care Alert Package: \$0.07 PMPM HEDIS Bundle: \$0.10 PMPM
Advanced Opioid Management: Comprehensive and proactive approach to opioid management	\$0.39 PMPM
Enhanced Fraud, Waste, & Abuse: Advanced patient and prescriber investigative services to identify opportunities for reducing plan costs and increasing patient safety	<u>Commercial / Medicaid</u> 30,000-499,999 lives: \$0.05 PMPM 12,000 - 29,999 lives: \$0.07 PMPM ≤12,000 lives: \$10,000 annual fee ≤12,000 lives: \$4,000 annual fee (no quarterly consultations/reports; otherwise the same as \$10,000 option) ≥500,000 lives: custom pricing applies
inMyndRx:	\$0.17 PMPM
inMynd: Behavioral Health	\$0.29 PMPM
Embarc Benefit Protection	\$0.99 PMPM
ACA Statin Trend Management Solution	\$0.03 PMPM
Medical Drug Management	\$0.40 PMPM Comprehensive: \$0.42 PMPM Advanced: \$0.45 PMPM
Evernorth Intellisphere with clinical pharmacist support	\$0.10 PMPM (>100k Lives) or a minimum of \$125,000 per year (<100k Lives) Access for up to 5 users. Each additional user will cost Sponsor \$10,000 per year
Evernorth Intellisphere with dedicated academic detailing pharmacist	Evernorth Intellisphere: \$0.08 PMPM Access for up to 5 users. Each additional user will cost Sponsor \$8,000 per year Academic Detailer - \$300,000/year for a dedicated Academic Detailer
Over-the-Counter Solution	Program Oversight: \$0.30 PMPY One-Time Implementation Fee: \$5,000 Formulary Product Cost (Includes the cost of OTC product(s) ordered by members): Invoiced Monthly Order Processing Fee: \$4.75 per order Standard Catalog & Distribution: \$2.50 per catalog Foreign Language Translation Line: Cost + 15%
Value Based Insurance Design (VBID) Members enrolled using automated file:	Standard file layout/clinical rules Install set up: \$15,000 per vendor Maintenance: \$500 per month (\$750/month if quarterly eligibility reporting is requested) Custom file layout/custom rules: Sponsor specific, priced upon request Eligibility Reporting: \$1,000 per ad hoc report
Manual Setup:	Standard Clinical Rules Install set up: \$5,000 per vendor/client Maintenance: \$500 per month (\$750/month if quarterly eligibility reporting is requested) Custom Rules: Sponsor specific, priced upon request

Changes after go-live:	Eligibility Reporting: \$1,000 per ad hoc report Vendor add: \$10,000 Program add: \$5,000 New carrier: \$5,000 Customization: client specific, priced upon request NOTE: Fees above are per carrier
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Digital Health Solutions	
PPPM – Per participating patient per month; additional fees may apply as set forth in Clinical Addendum PPPY – Per participating patient per year; additional fees may apply as set forth in Clinical Addendum	
Hinge Health	Hinge Health Full MSK Clinic™ <ul style="list-style-type: none"> Chronic: Milestone billing see below* Surgery: Milestone billing see below* Acute: \$250 PPPY, billed in month 1 of the program Prevention: \$0 PPPY Expert Medical Opinion: \$0 PPPY <p>*Milestone 1 (\$331): upon the Enrolled Member's Engagement in the Program Milestone 2 (\$332): if Cohort* engages in at least 4 exercise therapy or ENSO sessions on average per Enrolled Member and is at least 30 days into the Program Milestone 3 (\$332): if Cohort* engages in at least 8 exercise therapy or ENSO sessions on average per Enrolled Member and is at least 60 days into the Program</p> <p>"Cohort" shall mean all potential enrolled client members that enrolled in Hinge Health Programs during the same month (enrolled = on-boarded and completed Engagement), provided, however, that if there are 10 or fewer such enrolled client members, "Cohort" shall mean all potential enrolled client members that enrolled in Hinge Health Programs during the same month.</p>
LifeScan	OneTouch Reveal Diabetes: \$45 PPPM - 6 months minimum billing per activation
Livongo	Diabetes: \$70 PPPM - 6 months minimum billing per activation; fee includes unlimited test strips Diabetes Prevention and Weight Management: \$55 PPPM months 1-12; \$27.50 PPPM months 13+; 12 months minimum billing per activation Hypertension: \$39 PPPM - 6 months minimum billing per activation
Omada	Diabetes: \$70 PPPM - 6 months minimum billing per activation; fee includes unlimited BioTel Care® strips Diabetes Prevention: \$46 PPPM months 1-12; \$26 PPPM months 13+; 6 months minimum billing per activation Hypertension: \$47 PPPM - 6 months minimum billing per activation Diabetes + Hypertension: \$85 PPPM - 6 months minimum billing per activation <ul style="list-style-type: none"> Clients purchasing Omada for Diabetes <u>and</u> Omada for Hypertension are automatically enrolled in Omada for Diabetes + Hypertension. Members who have both diabetes and hypertension receive support of both conditions at a discounted rate. Musculoskeletal: <ul style="list-style-type: none"> Prevention: \$0 Self-Guided Recovery: \$175 PT Consult Fee; \$0 PPPM thereafter Physical Therapist-Guided Recovery: \$175 PT Consult Fee; \$225 PPPM thereafter, max of 3 months (\$850 max per year) Post Care \$0
Propeller Health	Digital Pulmonary Care: \$4.50 per targeted patient per month for a minimum of 6 months
Quit Genius-Tobacco	0 – 50,000 lives <ul style="list-style-type: none"> 1 Program Fee-\$420 PPPY (Year 1) /\$35.00 PPPM (Months 13+) 2 Programs Bundled-\$409.50 (Year 1) /\$34.13 PPPM (Months 13+) 3 Programs Bundled- \$399.00/ (Year 1) /\$33.25PPPM (Months 13+) + Intake Fee (per member)-\$0 50,001 – 250,000 lives <ul style="list-style-type: none"> 1 Program Fee-\$335.00 PPPY (Year 1) /\$27.92 PPPM (Months 13+) 2 Programs Bundled-\$326.63/ (Year 1) /\$27.22PPPM (Months 13+) 3 Programs Bundled- \$318.25/ (Year 1) /\$26.52 PPPM (Months 13+) + Intake Fee (per member)-\$0 250,001+ lives <ul style="list-style-type: none"> 1 Program Fee-\$305.00 PPPY (Year 1) /\$25.42PPPM (Months 13+)

	<ul style="list-style-type: none"> • 2 Programs Bundled- \$297.38/ (Year 1) /\$24.78 PPPM (Months 13+) • 3 Programs Bundled- \$289.75 (Year 1) /\$24.14 PPPM (Months 13+) + Intake Fee (per member)-\$0 Optional Program Components include Nicotine Replacement Therapy (NRT) and Carbon Monoxide (CO) Sensor. Price is per participant per order. Clients will only be charged for the amount each member orders. I.e: If a client opts in for up to 12 weeks but member only uses 4 weeks of NRT, The client will only be charged for 4 weeks of NRT for that member. <ul style="list-style-type: none"> • Up to 4 wks of NRT: \$67.50 • Up to 8 wks of NRT: \$82.50 • Up to 12 wks of NRT: \$97.50 • CO Sensor: \$57.50 per device order 	
Quit Genius- Alcohol	0 – 50,000 lives <ul style="list-style-type: none"> • 1 Program Fee-\$3,000 PPPY (Year 1) /\$250.00 PPPM (Months 13+) • 2 Programs Bundled-\$2,925.00 PPPY (Year 1) /\$243.75 PPPM (Months 13+) • 3 Programs Bundled- \$2,850.00 PPPY (Year 1) /\$237.50 PPPM (Months 13+) + Intake Fee (per member)-\$99 50,001 – 250,000 lives <ul style="list-style-type: none"> • 1 Program Fee-\$2,475 PPPY (Year 1) /\$206.25 PPPM (Months 13+) • 2 Programs Bundled-\$2,413.13 PPPY (Year 1) /\$201.09 PPPM (Months 13+) • 3 Programs Bundled- \$2,351.25 PPPY (Year 1) /\$195.94 PPPM (Months 13+) + Intake Fee (per member)-\$99 250,001+ lives <ul style="list-style-type: none"> • 1 Program Fee-\$2,205 PPPY (Year 1) /\$183.75 PPPM (Months 13+) • 2 Programs Bundled- \$2,149.88 PPPY (Year 1) /\$179.16 PPPM (Months 13+) • 3 Programs Bundled-\$2,094.75 PPPY (Year 1) /\$174.56 PPPM (Months 13+) + Intake Fee (per member)-\$99 Optional Breathalyzer-\$77.50 per device order Prescribed medications are subject to a member's pharmacy benefit coverage copay/coinsurance cost	
Quit Genius- Opioid	0 – 50,000 lives <ul style="list-style-type: none"> • 1 Program Fee-\$4,920.00 PPPY (Year 1) /\$410.00 PPPM (Months 13+) • 2 Programs Bundled-\$4,797.00 PPPY (Year 1) /\$399.75 PPPM (Months 13+) • 3 Programs Bundled- \$4,674.00 PPPY (Year 1) /\$389.50 PPPM (Months 13+) + Intake Fee (per member)-\$99 50,001 – 250,000 lives <ul style="list-style-type: none"> • 1 Program Fee-\$4,395.00 PPPY (Year 1) /\$366.25 PPPM (Months 13+) • 2 Programs Bundled-\$4,285.13 PPPY (Year 1) /\$357.09 PPPM (Months 13+) • 3 Programs Bundled- \$4,175.25 PPPY (Year 1) /\$347.94 PPPM (Months 13+) + Intake Fee (per member)-\$99 250,001+ lives <ul style="list-style-type: none"> • 1 Program Fee-\$4,125.00 PPPY (Year 1) /\$343.75 PPPM (Months 13+) • 2 Programs Bundled- \$4,021.88 PPPY (Year 1) /\$335.16 PPPM (Months 13+) • 3 Programs Bundled- \$3,918.75 PPPY (Year 1) /\$326.56 PPPM (Months 13+) + Intake Fee (per member)-\$99 Prescribed medications are subject to a member's pharmacy benefit coverage copay/coinsurance cost	
RecoveryOne	Musculoskeletal Care: \$97.50 PPPM for a minimum of 12 months	
SilverCloud	Digital Behavioral Health Care – for depression, anxiety or insomnia: \$0.15 PMPM	
Big Health	Digital Behavioral Health Care – for anxiety or insomnia	
	Sleepio, Digital Therapeutic for Insomnia	\$400 per enrolled participant per year
	Daylight, Digital Therapeutic for Anxiety	\$400 per enrolled participant per year

Advanced Utilization Management (AUM) Packages					
Limited Package	Delivers plan savings with minimal member impact				\$0.27 PMPM
Advantage Package	Same as Limited, adding chronic disease states and a broad specialty offering				\$0.68 PMPM
Advantage Plus Package	Same as Advantage, adding undermanaged medication classes for select chronic diseases				\$1.02 PMPM
Unlimited Option	Allows implementation of any current and/or future UM program				\$1.23 PMPM
Ala-Carte List Pricing					
		Included in AUM Package			
	Ala-Carte	Limited	Advantage	Advantage Plus	Unlimited
Prior Authorization					
Limited List	\$0.06 PMPM	X	X	X	X
Proactive List	\$0.05 PMPM	X	X	X	X
Advantage List	\$0.20 PMPM		X	X	X
Non Essential Therapy List	\$0.10 PMPM		X	X	X
Advantage Plus List	\$0.06 PMPM			X	X
Pharmacogenomics List	\$0.10 PMPM			X	X
Oncology Package	\$0.15 PMPM			X	X
Adjunctive Specialty List	\$0.05 PMPM				X
Cost Watch List	\$0.07 PMPM				X
Active Management List	\$0.03 PMPM				X
Drug Quantity Management					
Limited List	\$0.10 PMPM	X	X	X	X
Advantage List	\$0.10 PMPM		X	X	X
Advantage Plus List	\$0.03 PMPM			X	X
Step Therapy					
Limited List	\$0.20 PMPM	X	X	X	X
Advantage List	\$0.06 PMPM		X	X	X
Preferred Specialty Management	\$0.12 PMPM		X	X	X
Advantage Plus List	\$0.06 PMPM			X	X

Package Guarantees: <1,000 lives – no guarantee, 1,001 – 2,500 – 1:1 guarantee, 2,501 – 5,000 – 2:1 guarantee, >5,000 lives 4:1 guarantee. Unlimited option with all elements of the Advantage Plus Package receives Advantage Plus guarantee. Closed formulary or 100% tier 3 copay Sponsors do not qualify for guarantees

List Guarantees: Some lists offer 3:1 Guarantees for Sponsors with >10,000 lives. Prior Authorization must be implemented without grandfathering to receive guarantee.

Some programs may impact Rebates. Development and maintenance of customized rules and/or criteria may incur additional fees

EXHIBIT B-3**Rebates****1. NON-SPECIALTY REBATE AMOUNTS**

1.1. Subject to the conditions set forth in this Agreement and Sponsor meeting the Plan design conditions identified in the table below, ESI will pay to Sponsor the following guaranteed amounts:

a. Commercial

Formulary:	National Preferred Formulary			
	Participating Pharmacies		Smart90 CVS Exclusive Smart90 Walgreens Exclusive Smart90 Core Exclusive	ESI Mail Pharmacy
Days' Supply	1-83	84-90	84-90	
Per Brand Rx (non-Specialty Products)	\$318.00	\$709.00	\$940.00	\$940.00

Formulary:	Basic Formulary			
Plan Design	3 Tier with Min \$15 Copay Differential			
	Participating Pharmacies		Smart90 CVS Exclusive Smart90 Walgreens Exclusive Smart90 Core Exclusive	ESI Mail Pharmacy
Days' Supply	1-83	84-90	84-90	
Per Brand Rx (non-Specialty Products)	\$243.00	\$578.00	\$715.00	\$715.00

Formulary:	Basic Formulary			
Plan Design	2 Tier/3 Tier with Less Than \$15 Copay Differential			
	Participating Pharmacies		Smart90 CVS Exclusive Smart90 Walgreens Exclusive Smart90 Core Exclusive	ESI Mail Pharmacy
Days' Supply	1-83	84-90	84-90	
Per Brand Rx (non-Specialty Products)	\$219.00	\$519.00	\$643.00	\$643.00

Formulary:	National Preferred Formulary
	Smart90 CVS Voluntary* Smart90 Walgreens Voluntary* Smart90 Core Voluntary *
Days' Supply	84-90
Per Brand Rx (non-Specialty Products)	\$802.00

*INCLUDES INCENTIVE, VOLUNTARY, AND ACTIVE CHOICE OPTIONS

Formulary:	Basic Formulary
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Plan Design	3 Tier with Min \$15 Copay Differential
	Smart90 CVS Voluntary* Smart90 Walgreens Voluntary* Smart90 Core Voluntary *
Days' Supply	84-90
Per Brand Rx (non-Specialty Products)	\$608.00

*INCLUDES INCENTIVE, VOLUNTARY, AND ACTIVE CHOICE OPTIONS

Formulary:	Basic Formulary
Plan Design	2 Tier/3 Tier with Less Than \$15 Copay Differential
	Smart90 CVS Voluntary* Smart90 Walgreens Voluntary* Smart90 Core Voluntary *
Days' Supply	84-90
Per Brand Rx (non-Specialty Products)	\$546.00

*INCLUDES INCENTIVE, VOLUNTARY, AND ACTIVE CHOICE OPTIONS

Formulary:	National Preferred Formulary	
	Smart90 KA Exclusive	Smart90 KA Voluntary*
Days' Supply	84-90	84-90
Per Brand Rx (non-Specialty Products)	\$808.00	\$766.00

*INCLUDES INCENTIVE, VOLUNTARY, AND ACTIVE CHOICE OPTIONS

Formulary:	Basic Formulary	
Plan Design	3 Tier with Min \$15 Copay Differential	
	Smart90 KA Exclusive	Smart90 KA Voluntary*
Days' Supply	84-90	84-90
Per Brand Rx (non-Specialty Products)	\$613.00	\$580.00

*INCLUDES INCENTIVE, VOLUNTARY, AND ACTIVE CHOICE OPTIONS

Formulary:	Basic Formulary	
Plan Design	2 Tier/3 Tier with Less Than \$15 Copay Differential	

	Smart90 KA Exclusive	Smart90 KA Voluntary*
Days' Supply	84-90	84-90
Per Brand Rx (non-Specialty Products)	\$551.00	\$521.00

***INCLUDES INCENTIVE, VOLUNTARY, AND ACTIVE CHOICE OPTIONS**

1.1 EXCLUSIONS

Member Submitted Claims, Specialty Products, Subrogation Claims, COVID vaccines, test kits, and therapeutics (e.g. antivirals), vaccines, OTC products, claims older than 180 days, long term care, claims through Sponsor-owned, in-house or on-site pharmacies, coordination of benefits (COB) claims, Claims through 340b pharmacies, claims pursuant to a 100% Member Copayment plan, and claims processed pursuant to a formulary exception are not eligible for the guaranteed Rebate amounts set forth in Section 1.1 above.

1.2 REBATE PAYMENT TERMS

Subject to the conditions set forth herein, ESI shall pay RxSolutions the guaranteed amounts set forth above reduced by the aggregate difference between the Anchor Date Rebate (defined herein) plus an Inflationary Factor (defined herein), and the New Rebate (defined herein), for the drugs impacted by the American Rescue Plan Act of 2021, during each calendar quarter hereunder within approximately ninety (90) days following the end of such calendar quarter. "Inflationary Factor" is defined as the average year-over-year price increase of the applicable category for the impacted drug. "Anchor Date Rebate" is defined as the Rebate for an impacted drug within the 7-day period preceding the change in price of such drug. "New Rebate" is defined as the Rebate for an impacted drug within the 90-day period following the change in price of such drug. Payment will be made to Rx Solutions via ACH transfer.

2 SPECIALTY REBATE AMOUNTS

2.1 Subject to the conditions set forth in this Agreement and Sponsor meeting the Plan design conditions identified in the table below, ESI will pay to Sponsor the following guaranteed amounts:

a. Commercial

Formulary:	National Preferred Formulary (Exclusive Specialty)	
	Participating Pharmacies	ESI Specialty Pharmacy Exclusive – 30 Days' Supply
Per Brand Rx (Specialty Products)	\$2,875.00	\$2,875.00

Formulary:	National Preferred Formulary (Open Specialty)	
	Participating Pharmacies	ESI Specialty Pharmacy Open – 30 Days' Supply
Per Brand Rx (Specialty Products)	\$2,280.00	\$2,280.00

Formulary:	Basic Formulary (Exclusive Specialty)	
	Participating Pharmacies	ESI Specialty Pharmacy Exclusive – 30 Days' Supply
Per Brand Rx (Specialty Products)	\$1,982.00	\$1,982.00

Formulary:	Basic Formulary (Open Specialty)	
	Participating Pharmacies	ESI Specialty Pharmacy Open – 30 Days' Supply
Per Brand Rx (Specialty Products)	\$1,833.00	\$1,833.00

Formulary:	National Preferred Formulary (Exclusive Specialty)	
	Participating Pharmacies	ESI Specialty Pharmacy Exclusive – 90 Days' Supply / ADS
Per Brand Rx (Specialty Products)	\$3,743.00	\$3,743.00

Formulary:	National Preferred Formulary (Open Specialty)	
	Participating Pharmacies	ESI Specialty Pharmacy Open – 90 Days' Supply / ADS
Per Brand Rx (Specialty Products)	\$3,024.00	\$3,024.00

Formulary:	Basic Formulary (Exclusive Specialty)	
	Participating Pharmacies	ESI Specialty Pharmacy Exclusive – 90 Days' Supply / ADS
Per Brand Rx (Specialty Products)	\$2,590.00	\$2,590.00

Formulary:	Basic Formulary (Open Specialty)	
	Participating Pharmacies	ESI Specialty Pharmacy Open – 90 Days' Supply / ADS
Per Brand Rx (Specialty Products)	\$2,397.00	\$2,397.00

2.2 EXCLUSIONS

Member Submitted Claims, Subrogation Claims, COVID vaccines, test kits, and therapeutics (e.g. antivirals), vaccines, OTC products, claims older than 180 days, long term care, coordination of benefits (COB) claims, claims through Sponsor-owned, in-house or on-site pharmacies, Claims through 340b pharmacies, claims pursuant to a 100% Member Copayment plan, and claims processed pursuant to a formulary exception are not eligible for the guaranteed Rebate amounts set forth in Section 2.1 above.

2.3 REBATE PAYMENT TERMS

Subject to the conditions set forth herein, ESI shall pay RxSolutions the guaranteed amounts set forth above within ninety (90) days following the end of each calendar quarter. Payment will be made to Rx Solutions via ACH transfer.

3 CONDITIONS (APPLIES TO ALL REBATES)

- 3.1 ESI contracts for Rebates, if indicated to be paid above, on its own behalf and for its own benefit, and not on behalf of Sponsor. Accordingly, ESI retains all right, title and interest to any and all actual Rebates received. ESI will pay Sponsor amounts equal to the Rebates allocated to Sponsor, as specified above, from ESI's general assets (neither Sponsor, its Members, nor Sponsor's plan retains any beneficial or proprietary interest in ESI's general assets). Sponsor acknowledges and agrees that neither it, its Members, nor its Plan will have a right to interest on, or the time value of, any Rebate payments received by ESI during the collection period or moneys payable under this Section. No amounts for Rebates will be paid until this Agreement is executed by Sponsor. ESI will have the right to apply Sponsor's allocated Rebate amount to unpaid Fees. ESI will retain Manufacturer Administrative Fees on Specialty Products.
- 3.2 ESI reserves the right to adjust the Rebate guarantees if Rebate revenue is materially decreased because Brand Drugs move off-patent to generic status or due to a Change in Law. Express Scripts is still reviewing potential impact of the recent announcements on Insulin. As a result, this pricing does not reflect any impacts from those announcements. We will pass along further information when available. The preliminary expectation is that, Express Scripts shall pay Plan Sponsor the Rebate Guarantees amounts set forth above during each calendar quarter, net of price reductions.
- 3.3 Sponsor acknowledges that it may be eligible for Rebate amounts under this Agreement only so long as Sponsor, its affiliates, or its agents do not contract directly or indirectly with anyone else for discounts, utilization limits, rebates or other financial incentives on pharmaceutical products or formulary programs for claims processed by ESI pursuant to the Agreement, without the prior written consent of ESI. In the event that Sponsor negotiates or arranges for Rebates or similar discounts for any Covered Drugs hereunder, but without limiting ESI's right to other remedies, ESI may immediately withhold any Rebate amounts earned but not yet paid to Sponsor. To the extent Sponsor knowingly negotiates and/or contracts for discounts or rebates on claims for Covered Drugs without prior written approval of ESI, such activity will be deemed to be a material breach of this Agreement, entitling ESI to suspend payment of Rebate amounts hereunder and to renegotiate the terms and conditions of this Agreement.
- 3.4 Under its Rebate program, ESI may implement ESI's Formulary management programs and controls, which may include, among other things, cost containment initiatives, and communications with Members, Participating Pharmacies, and/or physicians. ESI reserves the right to modify or replace such programs from time to time. Guaranteed Rebate amounts, if any, set forth herein, are conditioned on adherence to various Formulary management controls, benefit design requirements, claims volume, and other factors stated in the applicable pharmaceutical manufacturer agreements, as communicated by ESI to Sponsor from time to time. If any government action, change in law or regulation, change in the interpretation of any law or regulation, or any action by a pharmaceutical manufacturer has an adverse effect on the availability of Rebates, then ESI may make an adjustment to the Rebate terms and guaranteed Rebate amounts, if any, hereunder.
- 3.5 The Rebate guarantees set forth in this Agreement are based on current market share assumptions and benefit design. If Sponsor's mix or utilization of drugs in the Hepatitis C or PCSK9 classes materially differ from the data provided to PBM for the purposes of establishing pricing or from Sponsor's historical mix and utilization, ESI may equitably adjust the Rebate guarantees accordingly.
- 3.6 Rebate amounts paid to Sponsor pursuant to this Agreement are intended to be treated as "discounts" pursuant to the federal anti-kickback statute set forth at 42 U.S.C. §1320a-7b and implementing regulations. Sponsor is obligated if requested by the Secretary of the United States Department of Health and Human Services, or as otherwise required by applicable law, to report the Rebate amounts and to provide a copy of this notice. ESI will refrain from doing anything that would impede Sponsor from meeting any such obligation.

Exhibit B-4**Inflation Protection Program****1. Inflation Protection Program (New Clients).**

- 1.1. Under the Inflation Protection Program, ESI will guarantee, in year two (2) of the executed contract on, (the "Inflation Rate Guarantee") that Sponsor's Brand Drug AWP inflation will not exceed TBD% (will be determined for each client individually) for the commercial population (will be determined based on prior year data) (the "Inflation Cap") for the initial contract year of this Agreement. The Inflation Cap for subsequent years shall be the greater of: (i) the preceding year's Inflation Cap or (ii) the actual CYIR of the preceding contract year; and may be adjusted up or down based on differences in Sponsor's individual mix and utilization. If the Inflation Rate Guarantee is not met, ESI will make a client inflation payment to Sponsor calculated as follows: $(\text{Contract Year Inflation Rate} - \text{Inflation Cap}) * \text{Adjusted Base AWP} * \text{Effective Discount}$ (the "Inflation Guarantee Payment"). Any payment owed will be issued within 180 days following the end of the applicable contract year. To remain eligible for the inflation guarantee payment in a given contract year, Sponsor's plan's formulary compliance for Brand Drugs must average at least TBD% (will be determined for each client individually) for the commercial population (will be determined based on prior year data) on total utilization for that contract year.

1. Inflation Protection Program (Existing Clients)

- 1.1. Under the Inflation Protection Program, for each Contract Year following the Initial Contract Year, ESI will guarantee that Sponsor's Brand Drug AWP inflation will not exceed 8.00% (the "Inflation Rate Guarantee"). If Sponsor's Brand Drug AWP inflation exceeds the Inflation Rate Guarantee and Sponsor's Formulary Compliance averages at least 90.00%, ESI will reimburse Sponsor as follows: $(\text{Contract Year Inflation Rate} - \text{Inflation Rate Guarantee}) * \text{Adjusted Base AWP} * \text{Effective Discount}$ (the "Inflation Guarantee Payment"). Any payment owed will be issued within 180 days following the end of the applicable contract year.

2. For the purposes of the Inflation Protection Program, the following definitions will apply:

- 2.1. "Adjusted Base AWP" shall mean the PCYA adjusted to account for total quantity changes between the prior year and the current year. Adjusted Base AWP will be calculated as follows $(\text{PCYA} / \text{Prior Year Brand Quantities}) * \text{Current Year Brand Quantities}$.
- 2.2. "Current Calendar Year AWP" or "CCYA" shall be equal to the aggregate weighted average Brand Drug AWP amount for the calendar year for which the Inflation Guarantee is being calculated, adjusted for the previous year's dispensed Brand Drug quantities. CCYA shall be calculated as the sum of the average unit AWP for each Brand Drug dispensed in the current calendar year multiplied by the quantities of each such Brand Drug dispensed in the preceding calendar year.
- 2.3. "Current Year Brand Quantities" shall be equal to the aggregate quantities of each Brand Drug used in the calculation of CCYA dispensed during the calendar year for which the Inflation Guarantee Payment is being calculated.
- 2.4. "Calendar Year Inflation Rate" or "CYIR" shall be expressed as a percentage, and calculated as $(\text{CCYA}/\text{PCYA}) - 1$.
- 2.5. "Effective Discount" is the effective discount Sponsor has received (including the impact of Rebates and Manufacturer Administrative Fees (if applicable)) on Brand Drugs dispensed during the calendar year for which the Inflation Guarantee is being calculated. The Effective Discount will be expressed as a percentage and calculated as $(\text{net ingredient cost paid by Sponsor for all Brand Drugs in the applicable calendar year} - \text{Rebates received by Sponsor}) / \text{Aggregate AWP for all Brand Drugs dispensed in the applicable year}$.
- 2.6. "Prior Calendar Year AWP" or "PCYA" shall be equal to, for the same Brand Drug NDCs used for the "CCYA" calculation, the average Brand Drug AWP amount for such NDCs during the calendar year immediately preceding the calendar year for which the Inflation Guarantee payment is being calculated.

- 2.7. “Prior Year Brand Quantities” shall be equal to the aggregate quantities of each Brand Drug used in the calculation of CCYA dispensed during the calendar year prior to the year for which the inflation guarantee is being calculated.

3. Terms and Conditions of the Inflation Protection Program

- 3.1. In order to be eligible for the Inflation Rate Guarantee payment for a given calendar year, Sponsor must, on average, meet the specified formulary compliance percentage on its total utilization for the calendar year. If Sponsor makes material changes to its Formulary or benefit design that negatively impact ESI’s ability to control inflation relative to Sponsor’s Formulary drug mix, then ESI reserves the right to make an equitable adjustment to the Inflation Guarantee.
- 3.2. The following claims will be excluded from all calculations related to the Inflation Protection Program: Medicare claims, Medicaid claims, any other government health care program claims, OTCs, Member Submitted Claims, Subrogation Claims, compounds, Generic Drugs, claims submitted by Sponsor owned, in-house, or on-site pharmacies, Claims through 340b pharmacies, claims submitted through a 100% member cost-share program, Biosimilar Products, drugs where the quantity or packaging has been changed by the manufacturer from the past year, and drugs for which there was no utilization in the calendar year prior to the calendar year for which the Inflation Rate Guarantee payment is being determined.
- 3.3. ESI contracts for inflation payments from manufacturers for its own account and ESI may realize positive margin between amounts paid to Sponsors and amounts received from pharmaceutical manufacturers. Conversely, ESI may realize negative margin if inflation payments from manufacturers are less than payments due to Sponsor. Sponsor will not be entitled to receive any amounts related to drug price inflation or a related guarantee other than as set forth above.
- 3.4. No payments will be made to Sponsor unless Sponsor has an executed PBM agreement with ESI.
- 3.5. ESI has structured the terms of this program to comply with certain exceptions and safe harbors to the Federal Anti-Kickback Statute (42 U.S.C. §1320a-7b(b)), including the discount exception (42 U.S.C. § 1320a-7b(b)(3)(A) and safe harbor (42 C.F.R. § 1001.952(h)). ESI will treat any reimbursement made to Sponsor hereunder as retrospective discounts on the price of the product paid by Sponsor. ESI will fully and accurately report such discounts on the payment advice submitted to Sponsor. ESI hereby informs Sponsor that it may be required by law to properly disclose and appropriately reflect (in any costs claimed or charges made) all such discounts. Further, ESI will refrain from taking any action that would impede or frustrate Sponsor in any such disclosure requirements. Sponsor may be required to provide information on the discount furnished to Sponsor to the Secretary of Health and Human Services, or any state or other governmental agency, upon request. ESI will comply with all applicable reporting and disclosure obligations.

Exhibit B-5**PERFORMANCE STANDARDS**

In the event that any failure by ESI to meet any performance standard is due to a “force majeure” as defined in the Agreement, failure of Sponsor to perform its obligations under the Agreement, or actions or inactions of Sponsor that adversely impact ESI’s ability to maintain the subject standard (e.g., faulty eligibility, changes in benefit design not adequately communicated to Members and benefit designs that substantially change the Members’ rights under the Plan), ESI will be excused from compliance with such performance standards until such circumstances have been resolved and any existing backlogs or other related effects have been eliminated.

Within ninety (90) days after the end of each year, ESI shall report to Sponsor ESI’s performance under each performance standard. Notwithstanding the foregoing, for purposes of determining whether ESI has met or failed to meet each performance standard, performance standards will be measured and reconciled on an annual basis and amounts due resulting from an ESI failure to meet any performance standard(s), if any, shall be calculated and paid to Sponsor within thirty (30) days following Sponsors receipt of reconciliation report.

No performance penalties, if any, will be paid until this Agreement is executed by Sponsor. In no event will the sum of the payments to Sponsor, as a result of ESI’s failure to meet the performance standards exceed \$10.00 per Member for the implementation performance standard for clients new to ESI and \$10.00 per Member for the annual performance standards. Sponsor may reallocate performance guarantee penalty amounts across each guarantee listed in this Exhibit provided, that (i) no greater than 20% of the total performance guarantee risk pool can be allocated to an individual guarantee, (ii) any reallocation is provided in writing to ESI no later than 30 days prior to the start of each contract year, and (iii) the sum of all penalty allocations equal 100% of the total performance guarantee risk pool.

The following performance standards are based on Members as of the Effective Date and throughout the Term. Any material change below such number may result in a renegotiation of the standards and penalties set forth below.

Performance standards for ESI Mail Pharmacy assume a minimum of 1,000 ESI Mail Pharmacy prescriptions submitted annually.

Service Feature	Guarantee	Penalty
<p>Implementation and Start-up (Available for Clients New to ESI only)</p> <p>(To be eligible for the implementation performance guarantees the implementation kick off call must occur at least 90 days before the implementation date)</p>	<p>Express Scripts will guarantee the implementation of Client to be completed in accordance within the mutually agreed upon timelines. Each of Express Scripts’ standards is dependent upon receiving specific information from Client. Loading of eligibility and production of ID cards are dependent upon receiving group structure and benefit plan design sign-off from Client. A delay in receipt of data or information from Client may require rescheduling of all subsequent deliverable dates.</p> <p>The recommended implementation time frame is 90 days.</p> <p>The implementation performance guarantee is a one-time only guarantee valid 90 days from Client’s effective date. ESI shall provide a draft Implementation Guarantee Tracking Document at implementation kick off meeting.</p> <p>Implementation Performance Guarantees must be agreed to and documented within thirty (30) days of the kick off meeting or they will be considered void.</p>	<p>The following dollars will be paid to Client if Express Scripts does not complete the deliverables by the dates noted in the performance standard, assuming that Client has provided the information necessary to complete these deliverables:</p> <p>Benefit Plan Design — \$TBD</p> <p>Eligibility Load — \$TBD</p> <p>ID Cards — \$TBD</p> <p>Toll-Free Telephone Number — \$TBD</p> <p>Initial File Loads: Claims History — \$TBD</p> <p>Initial File Loads: Prior Authorization History — \$TBD</p> <p>Initial File Loads: Open Refill Transfers - \$TBD</p> <p>The above reference our standard Implementation performance standards. The maximum implementation penalty will be \$TBD.</p>

Service Feature	Guarantee	Penalty
Member Satisfaction Survey	One random sample member survey will be completed annually on a book-of-business basis. Express Scripts guarantees a patient satisfaction rate of 90% or greater based on overall satisfaction. This standard will be measured and reported annually.	Sponsor may allocate up to twenty percent (20%) of the annual amount at risk to any standard with the total adding up to one hundred percent (100%) of the amount at risk.
Average Speed of Answer	Express Scripts guarantees that calls will be answered in an average of 30 seconds or less. This guarantee is predicated on the installation of a toll-free number unique to the sponsor. Measurement includes calls routed to the IVR.	Sponsor may allocate up to twenty percent (20%) of the annual amount at risk to any standard with the total adding up to one hundred percent (100%) of the amount at risk.
Blockage Rate (Busy Signal)	Express Scripts will guarantee a blockage rate of 1% or less. Blockage is defined as a caller receiving a busy signal. Measured at a book of business level.	Sponsor may allocate up to twenty percent (20%) of the annual amount at risk to any standard with the total adding up to one hundred percent (100%) of the amount at risk.
Percent of Calls Abandoned	The Telephone Abandonment Rate of the Member Service Telephone Line will be 3% or less of all incoming calls received during each Contract Year.	Sponsor may allocate up to twenty percent (20%) of the annual amount at risk to any standard with the total adding up to one hundred percent (100%) of the amount at risk.
Customer Service — First Call Resolution	Express Scripts guarantees that 94% or greater of patient calls will be resolved on the first call.	Sponsor may allocate up to twenty percent (20%) of the annual amount at risk to any standard with the total adding up to one hundred percent (100%) of the amount at risk.
Dispensing Accuracy	The Dispensing Accuracy Rate for each Contract Year will be 99.996% or greater. Guarantee is measure at book of business.	Sponsor may allocate up to twenty percent (20%) of the annual amount at risk to any standard with the total adding up to one hundred percent (100%) of the amount at risk.
Turnaround Time for Routine (Clean) Prescriptions	Express Scripts guarantees to dispense prescriptions not subject to intervention within an average of two (2) business days.	Sponsor may allocate up to twenty percent (20%) of the annual amount at risk to any standard with the total adding up to one hundred percent (100%) of the amount at risk.
Turnaround Time for Prescriptions Subject to Intervention	Express Scripts guarantees to dispense prescriptions subject to intervention within an average of four (4) business days.	Sponsor may allocate up to twenty percent (20%) of the annual amount at risk to any standard with the total adding up to one hundred percent (100%) of the amount at risk.

Service Feature	Guarantee	Penalty
Data Systems Availability and Adjudication	Express Scripts guarantees an annual average 99% system availability of the point-of-sale adjudication system on a book of business basis. This guarantee excludes systems downtime attributed to regularly scheduled systems maintenance or systems downtime attributed to telecommunications failure or other circumstances outside the control of Express Scripts.	Sponsor may allocate up to twenty percent (20%) of the annual amount at risk to any standard with the total adding up to one hundred percent (100%) of the amount at risk.
Eligibility — Timeliness of Installations	Accurate and complete eligibility files electronically transmitted by 10:00 A.M. EST, via secured processes acceptable to Express Scripts, will be updated within one (1) business day of receipt.	Sponsor may allocate up to twenty percent (20%) of the annual amount at risk to any standard with the total adding up to one hundred percent (100%) of the amount at risk.

If Sponsor does not choose performance standard allocations in a timely manner, ESI will implement the default performance standards shown in the table below.

Service Feature	Guarantee	Penalty
Contact Center		
Average Speed of Answer	Express Scripts guarantees that calls will be answered in an average of 30 seconds or less. This guarantee is predicated on the installation of a toll-free number unique to the sponsor. Measurement includes calls routed to the IVR.	(20%) of the amount at risk.
Customer Service — First Call Resolution	Express Scripts guarantees that 94% or greater of patient calls will be resolved on the first call.	(20%) of the amount at risk.
Home Delivery Pharmacy		
Turnaround Time for Routine (Clean) Prescriptions	Express Scripts guarantees to dispense prescriptions not subject to intervention within an average of two (2) business days.	(20%) of the amount at risk.
Client Services Administration		
Satisfaction Survey	One random sample member survey will be completed annually on a book-of-business basis. ESI guarantees a patient satisfaction rate of 90% or greater. This standard will be measured and reported annually.	(20%) of the amount at risk.
Eligibility		
Eligibility — Timeliness of Installations	Accurate and complete eligibility files electronically transmitted by 10:00 A.M. EST, via secured processes acceptable to Express Scripts, will be updated within one (1) business day of receipt.	(20%) of the amount at risk.

FINANCIAL DISCLOSURE TO ESI PBM CLIENTS

This disclosure provides an overview of the principal revenue sources of Express Scripts, Inc. and Medco Health Solutions, Inc. (individually and collectively referred to herein as “ESI”), as well as ESI’s affiliates. In addition to administrative and dispensing fees paid to ESI by our clients for pharmaceutical benefit management (“PBM”) services, ESI and its affiliates derive revenue from other sources, including arrangements with pharmaceutical manufacturers, wholesale distributors, and retail pharmacies. Some of this revenue relates to utilization of prescription drugs by members of the clients receiving PBM services. ESI may pass through certain manufacturer payments to its clients or may retain those payments for itself, depending on the contract terms between ESI and the client.

Relationship with Cigna Corporation. On December 20, 2018, ESI’s parent company, Express Scripts Holding Company, was acquired by Cigna Corporation.

Relationship with Evernorth Health, Inc. Evernorth Health, Inc., a wholly-owned subsidiary of Cigna Corporation, is the parent company of ESI.

Network Pharmacies – ESI contracts for its own account with retail pharmacies to dispense prescription drugs to client members. Rates paid by ESI to these pharmacies may differ among networks (e.g., Medicare, Worker’s Comp, open and limited), and among pharmacies within a network, and by client arrangements. PBM agreements generally provide that a client pays ESI an ingredient cost, plus dispensing fee, for drug claims. If the rate paid by a client exceeds the rate contracted with a particular pharmacy, ESI will realize a positive margin on the applicable claim. The reverse also may be true, resulting in negative margin for ESI. ESI also enters into pass-through arrangements where the client pays ESI the actual ingredient cost and dispensing fee amount paid by ESI for the particular claim when the claim is adjudicated to the pharmacy. In addition, when ESI receives payment from a client before payment to a pharmacy, ESI retains the benefit of the use of the funds between these payments. ESI may maintain non-client specific aggregate guarantees with pharmacies and may realize positive margin. ESI may charge pharmacies standard transaction fees to access ESI’s pharmacy claims systems and for other related administrative purposes. ESI may also maintain certain preferred value or quality networks; pharmacies participating in those networks may pay or receive aggregated payments related to these networks.

Brand/Generic Classifications – Prescription drugs may be classified as either a “brand” or “generic;” however, the reference to a drug by its chemical name does not necessarily mean that the product is recognized as a generic for adjudication, pricing or copay purposes. For the purposes of pharmacy reimbursement, ESI distinguishes brands and generics through a proprietary algorithm (“BGA”) that uses certain published elements provided by First DataBank (FDB), a third-party vendor, including price indicators, Generic Indicator, Generic Manufacturer Indicator, Generic Name Drug Indicator, Innovator, Drug Class and abbreviated new drug application (ANDA). The BGA uses these data elements in a hierarchical process to categorize the products as brand or generic. The BGA also has processes to resolve discrepancies and prevent “flipping” between brand and generic status due to price fluctuations and marketplace availability changes. The elements listed above and sources are subject to change based on the availability of the specific fields. Updated summaries of the BGA are available upon request. Brand or generic classification for client reimbursement purposes is either based on the BGA or specific code indicators from Medi-Span, a third-party vendor, or a combination of the two as reflected in the client’s specific contract terms. Application of an alternative methodology based on specific client contract terms does not affect ESI’s application of its BGA for ESI’s other contracts.

Maximum Allowable Cost (“MAC”)/Maximum Reimbursement Amount (“MRA”) – As part of the administration of the PBM services, ESI maintains a MAC List of drug products identified as requiring pricing management due to the number of manufacturers, utilization and/or pricing volatility. The criteria for inclusion on the MAC List are based on whether the drug has readily available generic product(s), is generally equivalent to a brand drug, is cleared of any negative clinical implications, and has a cost basis that will allow for pricing below brand rates. ESI also maintains MRA price lists for drug products on the MAC List based on current price reference data provided by MediSpan or other nationally recognized pricing sources, market pricing and availability information from generic manufacturers and on-line research of national wholesale drug company files, and client arrangements. Similar to the BGA, the elements listed above and sources are subject to change based on the availability of the specific fields. Updated summaries of the MAC methodology are available upon request.

Manufacturer Programs Formulary Rebates, Associated Administrative Fees, and PBM Service Fees – ESI contracts with manufacturers and/or group purchasing organizations (“GPOs”) for its own account to obtain formulary rebates attributable to the utilization of certain drugs and supplies. Formulary rebate amounts received vary based on client specific utilization, the volume of utilization as well as formulary position applicable to the drug or supplies, and adherence to various formulary management controls, benefit design requirements, claims volume, and other similar factors, and in certain instances also may vary based on the product’s market-share. ESI pays formulary rebates it receives to a client based on the client’s PBM agreement terms and may realize positive margin. In addition, ESI provides administrative services to contracted manufacturers, which include, for example, maintenance and operation of systems and other infrastructure necessary for invoicing and processing rebates, pharmacy discount programs, access to drug utilization data, as allowed by law, for purposes of verifying and evaluating applicable payments, and for other purposes related to the manufacturer’s products. ESI receives administrative fees directly from participating manufacturers and indirectly from GPOs. In its capacity as a PBM company, ESI may receive other compensation from manufacturers for the performance of various programs or services, including, for example, formulary compliance initiatives, clinical services, therapy management services, education services, inflation protection programs, medical benefit management services, cost containment programs, discount programs, and the sale of

non-patient identifiable claim information. This compensation is not part of the formulary rebates or associated administrative fees, and ESI may realize positive margin between amounts paid to clients and amounts received. ESI retains the financial benefit of the use of any funds held until payment is made to the client.

Copies of ESI's standard formularies may be reviewed at <https://www.controlcenter.com/>.

Third Party Offerings - ESI partners with multiple third party vendors to provide clinical programs and other product offerings to clients. ESI may have an ownership interest in certain third party vendors.

ESI Subsidiary Pharmacies – ESI has several licensed pharmacy subsidiaries, including our specialty pharmacies. These entities may maintain product purchase discount arrangements and/or fee-for-service arrangements with pharmaceutical manufacturers, wholesale distributors, and other health care providers. These subsidiary pharmacies contract for these arrangements on their own account in support of their various pharmacy operations. Many of these subsidiary arrangements relate to services provided outside of PBM arrangements, and may be entered into irrespective of whether the particular drug is on one of ESI's national formularies. Discounts and fee-for-service payments received by ESI's subsidiary pharmacies are not part of the PBM formulary rebates or associated administrative fees paid to ESI in connection with ESI's PBM formulary rebate programs. However, certain purchase discounts received by ESI's subsidiary pharmacies, whether directly or through ESI, may be considered for formulary purposes if the value of such purchase discounts is used by ESI to supplement the discount on the ingredient cost of the drug to the client based on the client's PBM agreement terms. From time to time, ESI and its affiliates also may pursue and maintain for its own account other supply chain sourcing relationships not described below as beneficial to maximize ESI's drug purchasing capabilities and efficiencies, and ESI or affiliates may realize an overall positive margin with regard to these initiatives.

The following provides additional information regarding examples of ESI subsidiary discount arrangements and fee-for-service arrangements with pharmaceutical manufacturers, and wholesale distributors:

ESI Subsidiary Pharmacy Discount Arrangements – ESI subsidiary pharmacies purchase prescription drug inventories, either from manufacturers or wholesalers, for dispensing to patients. Often, purchase discounts off the acquisition cost of these products are made available by manufacturers and wholesalers in the form of either up-front discounts or retrospective discounts. These purchase discounts, obtained through separate purchase contracts, are not formulary rebates paid in connection with our PBM formulary rebate programs. Drug purchase discounts are based on a pharmacy's inventory needs and, at times, the performance of related patient care services and other performance requirements. When a subsidiary pharmacy dispenses a product from its inventory, the purchase price paid for the dispensed product, including applicable dispensing fees, may be greater or less than that pharmacy's acquisition cost for the product net of purchase discounts. In general, our pharmacies realize an overall positive margin between the net acquisition cost and the amounts paid for the dispensed drugs.

ESI Subsidiary Fee-For-Service Arrangements – One or more of ESI's subsidiaries, including, but not limited to, its subsidiary pharmacies also may receive fee-for-service payments from manufacturers, wholesalers, or other health care providers in conjunction with various programs or services, including, for example, patient assistance programs for indigent patients, dispensing prescription medications to patients enrolled in clinical trials, various therapy adherence and fertility programs, administering FDA compliance requirements related to the drug, 340B contract pharmacy services, product reimbursement support services, and various other clinical or pharmacy programs or services. As a condition to having access to certain products, and sometimes related to certain therapy adherence criteria or FDA requirements, a pharmaceutical manufacturer may require a pharmacy to report selected information to the manufacturer regarding the pharmacy's service levels and other dispensing-related data with respect to patients who receive that manufacturer's product. A portion of the discounts or other fee-for-service payments made available to our pharmacies may represent compensation for such reporting.

Other Manufacturer Arrangements – ESI also maintains other lines of business that may involve discount and service fee relationships with pharmaceutical manufacturers and wholesale distributors. Examples of these businesses include a wholesale distribution business, group purchasing organizations (and related group purchasing organization fees), and a medical benefit management company. Compensation derived through these business arrangements is not considered for PBM formulary placement, and is in addition to other amounts described herein. These service fees are not part of the formulary rebates or associated administrative fees.

Third Party Data Sales – Consistent with any client contract limitations, ESI or its affiliates may sell HIPAA compliant information maintained in their capacity as a PBM, pharmacy, or otherwise to data aggregators, manufacturers, or other third parties on a fee-for-service basis or as a condition of discount eligibility. All such activities are conducted in compliance with applicable patient and pharmacy privacy laws and client contract restrictions.

August 4, 2022

THIS EXHIBIT REPRESENTS ESI'S FINANCIAL POLICIES. ESI MAY PERIODICALLY UPDATE THIS EXHIBIT AND THE FINANCIAL DISCLOSURES CONTAINED HEREIN TO REFLECT CHANGES IN ITS BUSINESS PROCESSES; THE CURRENT FINANCIAL DISCLOSURE IS AVAILABLE UPON REQUEST AND ACCESSIBLE ON [HTTPS://WWW.EXPRESS-SCRIPTS.COM/CORPORATE](https://www.express-scripts.com/corporate) AND [HTTPS://WWW.CONTROLCENTER.COM/](https://www.controlcenter.com/).