

AMENDMENT NUMBER SIXTEEN TO  
EXPRESS SCRIPTS, INC.  
PHARMACY BENEFIT MANAGEMENT AGREEMENT

This AMENDMENT NUMBER SIXTEEN (the "Amendment") is entered into as of the Effective Date, by and between EXPRESS SCRIPTS, INC., a Delaware corporation ("ESI"), and COUNTY OF VENTURA as owner of the VENTURA COUNTY HEALTH CARE PLAN, a health care service plan organized under the laws of the State of California ("Sponsor").

RECITALS

A. ESI and Sponsor are parties to a Pharmacy Benefit Management Agreement dated as of October 18, 2011, as amended from time to time (the "Agreement"), pursuant to which ESI provides certain prescription drug benefit management services to Sponsor.

B. Sponsor and ESI desire to update and amend the Agreement in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and other conditions contained herein, the parties hereto hereby agree as follows:

TERMS OF AMENDMENT

1. **DEFINITIONS.** For purposes of this Amendment, any capitalized term not otherwise defined herein shall have the meaning set forth in the Agreement.
  - (a) "Biosimilar Product" means a "biosimilar" biological product as defined in the Biologics Price Competition and Innovation Act of 2009 at 42 U.S.C. §262(i)(2) and approved under Section 351(k) of the Public Health Services Act, unless otherwise defined in the PBM Agreement.
  - (b) "Low List Price Biosimilar Product" means a Biosimilar Product with a wholesale acquisition cost that: (i) has decreased by at least 25%; or (ii) is at least 25% less than the Reference Product, or the Standard List Price Biosimilar Product, if applicable.
  - (c) "Rebate Credit" means the aggregate difference between (i) the Rebate (or the equivalent) applied to the Reference Product and (ii) the Rebate (or the equivalent) applied to the Low List Price Biosimilar Product; provided, however, that if the Reference Product exits the market, ceases contracting or s, or becomes, non-formulary, the Standard List Price Biosimilar Product (defined herein) will apply in lieu of the Reference Product in (i) above.
  - (d) "Reference Product" means a biological product as defined in 42 U.S.C. §262(i)(4).
  - (e) "Standard List Price Biosimilar Product" means a Biosimilar Product with a wholesale acquisition cost that is comparable to the wholesale acquisition cost of the Reference Product.
2. **REBATE RECONCILIATION-** As part of the annual Rebate (or the equivalent) reconciliation, the quarterly share payments will be reconciled against the aggregate Rebate (or the equivalent) guarantee amounts reduced by the Rebate Credit (defined herein) for the remainder of the term of the PBM Agreement.
3. **LOW LIST PRICE BIOSIMILAR-** The Low List Price Biosimilar Product will continue to be preferred.
4. **EFFECT OF AMENDMENT.** Except as expressly provided herein, the terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between this Amendment and the Agreement, the terms of this Amendment shall prevail.
5. **EFFECTIVE DATE:** This amendment shall be effective January 1, 2024 ("Effective Date")

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the day and year below set forth.

EXPRESS SCRIPTS, INC.

COUNTY OF VENTURA as owner and operator of  
the VENTURA COUNTY HEALTH CARE PLAN

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

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

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

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

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

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

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

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