

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

This AMENDMENT NUMBER FOURTEEN (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.
2. Pharmacy Management Funds (PMF). Section 3.3 of the Agreement is hereby deleted and replaced as follows.

3.3 Pharmacy Management Funds (PMF)

- a. ESI will provide up to [REDACTED] for the Contract Year 2023 only, and effective January 1, 2024, ESI will provide up to [REDACTED] to reimburse 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 Sponsor and ESI (upon agreement from 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.
- b. Sponsor 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 Sponsor; (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 Sponsor and the Plan are subject to ERISA, Sponsor represents and warrants that it will only request reimbursement under the PMF for items

or services for which Sponsor, in the absence of the PMF, would be allowed reimbursement from the Plan (i.e., not “settlor functions”).

- c. Sponsor 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 Sponsor on-site, during normal business hours and after giving reasonable advance notice, for the purposes of verifying Sponsor’s compliance with the PMF requirements set forth in this Agreement.
- d. 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, Sponsor will reimburse ESI an amount equal to any paid but unamortized portion of the PMF. Reimbursement to ESI by Sponsor 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. Sponsor will have no right to interest on, or the time value of, any PMF, and unused funds shall be retained by ESI.

3. Market Check. Section 3.4 of the Agreement is hereby deleted and replaced as follows.

3.4 Market Check. Following the initial 24 months of this Agreement (but not before July 1, 2025), Sponsor or its designee may provide ESI with a written comparison, prepared by an independent pharmacy benefit management consultant, for pharmacy benefit management services offered by a third party PBM provider which includes and takes into account similar plan design, Formulary, clinical and trend programs, retail pharmacy, mail pharmacy, and specialty pharmacy mix and utilization, demographics and other relevant factors necessary to provide an appropriate comparison (“Sponsor’s Current Market Price”). Sponsor’s Current Market Price will be measured on the basis of a total, aggregate comparison of the pricing terms offered by a single vendor to a single plan, and not on the basis of individual or best price points available from multiple vendors to a single plan or a single vendor to multiple plans. A copy Sponsor’s Current Market Price analysis prepared by the consultant will be submitted to both Sponsor and to ESI. The consultant will also provide a reasonably detailed description of the methods and assumptions used in the analysis including the methods and assumptions related to the calculation of the individual pricing components and the Net Plan Costs, as defined below. ESI shall have a reasonable opportunity (i.e., not less than twenty (20) business days) to evaluate Sponsor’s Current Market Price. If the comparison analysis concludes that Sponsor’s Current Market Price would yield an annual three percent (3%) or more savings of “Net Plan Costs” (with Net Plan Costs defined as the sum of the cost of Covered Drugs, dispensing fees, and claims Administrative Fees, less Rebates received by Sponsor) under the Agreement, then the parties shall negotiate in good faith a modification of the pricing terms herein. The revised pricing terms will become effective on the first day of the contract year (January 1, 2026) following the issuance of the report or sixty (60) days following a fully executed amendment or agreement memorializing the revised pricing terms, whichever is later. The market check shall be at Sponsor’s expense, except that ESI shall be responsible for its costs related to responding to the market check.

4. Term. Section 6.1 is hereby deleted and replaced as follows.

6.1 Term. This Agreement will commence as of January 1, 2023 and will continue for a period of year (4) years (“Initial Term”). Year 2023 commences on July 1, 2023 and ends on December 31, 2023. Year 2024 commences on January 1, 2024 and ends on December 31, 2024. Year 2025 commences on January 1, 2025 and ends on December 31, 2025. Year 2026 commences on January 1, 2026 and ends on December 31, 2026. 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. For avoidance of doubt, claims processed prior to execution of this agreement will be reconciled with the new discounts in Exhibit A-2 below but will not be retroactively adjusted for adjudication, (i.e. January 1, 2023 through date of signed agreement)

5. Pricing Terms and Pharmacy Program Fees. Exhibit A of the Agreement is hereby deleted and replaced as attached.
6. Inflation Protection Program. Exhibit E of the Agreement is hereby deleted and replaced as attached.
7. Performance Guarantees. Exhibit F of the Agreement is hereby deleted and replaced as attached.
8. Effective Date. This Amendment shall be effective July 1, 2023.
5. 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.

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: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

PHARMACY PROGRAM FEES

ESI shall be Sponsor's exclusive provider of PBM Services for Sponsor's Plans offering a prescription benefit. The financial terms set forth in Exhibit A are conditioned on such exclusive arrangement and all other specified conditions expressly incorporated in such exhibits, including, but not limited to the adoption by Sponsor of the specified network, qualifying co-payment structures, Formulary, and no Members in a 100% co-payment plan (if applicable).

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 annual claim volume falls below 120,000 claims;
- b. Sponsor has Members enrolled in a 100% co-payment plan (plans where Sponsor has no liability for the payment of pharmacy claims);
- c. Sponsor has greater than [10]% of total utilization for all Plans attributable to a consumer driven health plan (CDHP);
- d. There is a material change in the demographics of Sponsor's Membership compared to data provided by Sponsor;
- e. 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;
- f. 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 by 10%;
- g. Rebate revenue is decreased by 10% because Brand Drugs unexpectedly move off-patent to generic status, due to another action by a manufacturer, or due to a Change in Law.

Exhibit A includes the following:

Exhibit A-1

Claims Reimbursement Rates

Exhibit A-2

Administrative and Clinical Program Fees

Exhibit A-3

Rebates

Exhibit A-1

Claims Reimbursement Rates

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. PARTICIPATING PHARMACY AND ESI MAIL PHARMACY AVERAGE AGGREGATE ANNUAL INGREDIENT COST AND DISPENSING FEE GUARANTEES (DOES NOT APPLY TO SPECIALTY PRODUCTS).

1.1. PARTICIPATING RETAIL PHARMACY INGREDIENT COST AND DISPENSING FEE GUARANTEES

National CVS Network with Smart90 Voluntary Maintenance		1-83 Days' Supply		84-90 Days' Supply	
Brands	Average Annual Ingredient Cost Guarantee				
	Dispensing Fee/Rx Guarantee				
Generics	Average Annual Ingredient Cost Guarantee				
	Dispensing Fee/Rx Guarantee				

Express Advantage Network Preferred with Smart90 Voluntary Maintenance		1-83 Days' Supply		84-90 Days' Supply	
Brands	Average Annual Ingredient Cost Guarantee				
	Dispensing Fee/Rx Guarantee				
Generics	Average Annual Ingredient Cost Guarantee				
	Dispensing Fee/Rx Guarantee				

1.2. ESI MAIL PHARMACY INGREDIENT COST AND DISPENSING FEE GUARANTEES

ESI Mail Pharmacy		All Days' Supply		
Brands	Average Annual Ingredient Cost Guarantee			
	Dispensing Fee/Rx Guarantee			
Generics	Average Annual Ingredient Cost Guarantee			
	Dispensing Fee/Rx Guarantee			

2. SPECIALTY PRODUCT PRICING

- 2.1. Dispensing Fee for Specialty Products dispensed at Participating Pharmacy and ESI Specialty Pharmacy. There will be a dispensing fee of [REDACTED] for Specialty Products dispensed through Participating Pharmacies. There will be a dispensing fee of [REDACTED] for Specialty Products dispensed through ESI Specialty Pharmacy.
- 2.2. Average Annual Ingredient Cost and Dispensing Fee Guarantees. The following pricing guarantees shall apply to Specialty Products.

ESI Specialty Pharmacy ¹				
	Open		Exclusive ²	
Average Annual Ingredient Cost Guarantee				

¹In addition to the general exclusions identified in this Agreement, all non-Specialty Products, Claims not dispensed through the ESI Specialty Pharmacy, and all Exclusive or Limited Distribution Products are excluded from this guarantee. This 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.

²The exclusive pricing offer for Sponsor is applicable if the specialty mail penetration based on aggregate spend is greater than 50%. The aggregate drug spend will be measured at the end of each calendar year for each line of business to determine if Sponsor qualifies for exclusive specialty pricing.

Participating Pharmacy ¹			
	Open		
Average Annual Ingredient Cost Guarantee			

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

New to Market Drug Pricing ¹			
	Open		
Average Annual Ingredient Cost Guarantee			

¹All Exclusive or Limited Distribution Products will not apply.

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

- 3.1. **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 lesser of MAC (as applicable), U&C or AWP discount.

- 3.2. **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].

- 3.3. **All-In Guarantees.** Notwithstanding anything herein to the contrary: (i) a Prescription Drug Claim that processes as a brand at adjudication shall be reconciled as part of the brand guarantee; and (ii) a Prescription Drug Claim that processes as a generic at the time of adjudication shall be reconciled as part of the generic guarantee. The only Prescription Drug Claims that shall be excluded from the reconciliation of the pricing guarantees are as identified in the "Exclusions" section. All other Prescription Drug Claims shall be included in the reconciliation of the guarantees. The application of brand and generic pricing below 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.

- 3.4. **Guarantee Reconciliation Period.** All ingredient cost and dispensing fee guarantees under this Agreement will be measured and reconciled on an annual basis within ninety (90) days. 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.

For avoidance of doubt, the network discount improvements offered in Sections 1.1, 1.2, and 2.2 will become effective July 1, 2023.

- 3.5. Exclusions. The following will be excluded from all ingredient cost and dispensing fee guarantees under this Agreement: coordination of benefit claims, 340B Claims, Subrogation Claims, claims dispensed from an on-site or Sponsor or Plan owned pharmacy, long term care pharmacy claims, home infusion claims, I/T/U claims, Member Submitted Claims, Direct Member Reimbursement claims (DMR), compounds, vaccines, biosimilar and VA hospital claims.
- a. The following biosimilar products will be included in the ingredient cost and dispensing fee guarantees under this Agreement: Fulphila, Retacrit, Zarxio, Inflectra, Renflexis, Udenyca, Nivestym, Mvasi, Kanjinti, and Ziextenzo.
- b. No more than once annually, ESI shall identify additional biosimilar products to be included in the ingredient cost and dispensing fee guarantees. For these additional biosimilar products, ESI shall in its discretion adjust the ingredient cost and dispensing fee guarantees to account for different market factors or mix. Any adjustments will be negotiated in good faith between the parties in order to preserve the relative economics of the offer.
- 3.6. Adjudication Rates. 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 MAC (as applicable), U&C or the applicable AWP discount.
- 3.7. Conditions Applicable to Extended Days' Supply Pricing:
- 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 (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. If a regulatory body enacts a law, regulation, or other guidance that prohibits the Smart90 Program, ESI will adjust Sponsor's rates accordingly.

4. **VACCINE CLAIMS (NO VACCINE CLAIMS WILL BE INCLUDED IN ANY PRICING OR REBATE GUARANTEES SET FORTH IN THE AGREEMENT)**

4.1. 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 [REDACTED] 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.

	Participating Pharmacy INFLUENZA	Participating Pharmacy ALL OTHER VACCINES	Member Submitted Vaccine Claims (Excluding foreign claims)
Vaccine Administration Fee	[REDACTED]	[REDACTED]	[REDACTED]
Ingredient Cost	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Administrative Fee/Vaccine Claim	[REDACTED]		[REDACTED]
Vaccine Program Fee	[REDACTED]		[REDACTED]

Exhibit A-2

Administrative Services and Clinical Program Fees

I. Administrative 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 (accredio.com) and Accredio 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	
Direct/Paper Claims	
Standard Single Sign-On (SSO)	
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 	
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 	
COB Adjudication (Standalone)	
<ul style="list-style-type: none"> Creation of custom reimbursement formula (if needed) Setup and ongoing maintenance Product support 	NOTE: This fee is waived if enrolled in the above Cost Avoidance & COB Adjudication Service or Overpayment Recovery
Subrogation (Medicaid, Medicare, and Commercial)	
Explanation of Benefits (EOBs)	
Section 111 Commercial Reporting	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	

Electronic Pharmacy Benefit Eligibility Verification	
Enhanced Network Pharmacy Audit	
Vaccine Program (optional)	
Formulary Guidebook (Word Document or Excel Format)	
Cost Share Reduction/Subsidy Claims Adjudication and Reporting	
Emerging Therapeutic Issues Program (ETIP) (optional): Alerts members and healthcare professionals about significant safety-related drug recalls for scripts filled at a retail pharmacy	
SafeGuardRx Programs	
Out of Pocket Protection Plan (Must be enrolled in exclusive specialty program through Accredo)	
SaveonSP (Must be enrolled in exclusive specialty program through Accredo)	
Variable Copay Benefit Program (Must be enrolled in exclusive specialty program through Accredo)	
High Performance Formulary Service Fee	
Express Scripts Price Assure (optional)	<ul style="list-style-type: none">
Technology and Communication Services	
Proprietary External (Client-Facing) Application Programming Interface (API)	Per Member • Per Month/ • Subscription • •
	Transaction • • • • •
Technology Development for Custom Solutions	
Development and delivery of custom communications	Priced upon request
Personalized Pharmacy Experience	
Custom Laser Messaging	

Reviews and Appeals Management	
Initial and first level clinical appeals	
ESI Level 2 and Urgent Appeal Service (optional)	
External Reviews (optional) Facilitated by UM company, reviewed by independent review organizations	\$
Advanced Benefit Management / Data Integration	
Consumer-Directed Health (CDH) Plan Enrollees Advanced Data Integration, Member Decision Support, Member Adherence and Member Education	
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.	
FSA setup	
Advanced Analytics and Insights	
Custom Reporting Requiring development build	
Fees Applicable to Retiree Drug Subsidy Plans Only	
Retiree Drug Subsidy (RDS) enhanced service Express Scripts sends reports to CMS on behalf of Sponsor	
Retiree Drug Subsidy (RDS) standard service Express Scripts sends reports to Sponsor	
Notice of Creditable Coverage	

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	
<i>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.</i>	
<i>Pricing is client-specific and quoted at time of modeling.</i>	
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	Plan Management Support

Point of sale pharmacy messaging and clinical care improvement opportunities	Care coordination with Care Insights Hub and Population Health Manager
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Standalone Solutions	
ScreenRx: Medication adherence solution	
Medical Policy Licensing: Medical Policy Fees & Maintenance	
HC360 without AUM Fee	
RationalMed: Advanced patient safety solution integrating medical, prescription, and laboratory data	<p>*Sponsors with 5-10K lives may incur a one-time medical/lab data onboarding fee dependent on vendors.</p>
Retrospective DUR (RDUR): Patient safety solution integrating prescription data	
Physician Care Alerts	
Advanced Opioid Management: Comprehensive and proactive approach to opioid management	
Advanced Opioid Management: Comprehensive and proactive approach to opioid management	
Enhanced Fraud, Waste, & Abuse: Advanced patient and prescriber investigative services to identify opportunities for reducing plan costs and increasing patient safety	
inMyndRx:	
inMynd: Behavioral Health	
Embarc Benefit Protection	
ACA Statin Trend Management Solution	
Medical Drug Management	
Evernorth Intellisphere with clinical pharmacist support (Previously MediCUBE)	
Evernorth Intellisphere with dedicated academic detailing	

pharmacist (Previously MediCUBE)	[REDACTED]
[REDACTED]	[REDACTED]
Value Based Insurance Design (VBID) Members enrolled using automated file:	[REDACTED]
Manual Setup:	[REDACTED]
Changes after go-live:	[REDACTED]

AOM Component*	Description	Who Performs
Initial fill of a 7-day supply pharmacy edit	Days' Supply Limit of a First Fill of a Short Acting Opioid: To prevent excess opioid medications, a days' supply limit is placed on the first fill of a short acting opioid for new opioid users.	ESI
200mg MEQD (morphine equivalent dose) pharmacy edit	As not all opioids are the same, morphine equivalence manages the potential over- utilization of opioid medications by tracking the Morphine Equivalent Dose (MED) for each opioid dispensed. Ventura reviews these members on a retrospective basis quarterly.	Retrospective Review – Ventura completes the review process

Fentanyl Quantity and Criteria Management	Fentanyl products are generally only approved for treatment of breakthrough cancer pain and are considered long-acting opioids. The label dosing guidelines on fentanyl patches indicate that the FDA approves transdermal patches for use every 48 to 72 hours. To ensure continued patient safety and alignment with these recommendations, Express Scripts' quantity limit on fentanyl patches is now a "per day" quantity limit of 15 for 30 days at retail and 45 for 90 days at mail.	Fentanyl Quantity – Ventura completes the review process
Educational letter to new opioid members	The first step in preventing opioid overuse is educating members before it happens. Through opioid solution, Express Scripts provides proactive education to members new to opioid therapy through an educational letter. Express Scripts sends proactive Opioid Member Education letters to members that are new to opioid therapy that have not had a prior opioid fill. Members will receive up to one letter per year. The patient will receive the letter 7-10 days after filling the prescription.	ESI
Physician Care Alerts	Another key piece in the opioid solution is providing prescribers with alerts that provide relevant clinical information to help drive safe opioid utilization, better clinical outcomes, and improved patient care. Opioid Physician Care Alerts are daily prescriber interventions provided through electronic medical record (EMR), fax, or letter. These alerts target therapy duplication, gaps in care, and potential misuse and abuse, while highlighting the number of pharmacies and prescribers contributing to opioid claims and incorporate the member's morphine equivalent dose.	ESI
Prescriber Peer Comparisons	Some physicians may not be aware of how their opioid prescribing patterns compare to other physicians in their specialty. To help prescribers understand where they fall among their peers, Express Scripts offers prescriber peer comparison as part of the Advanced Opioid Management program. Prescribers are also notified of circumstances where certain patients may be visiting other physicians or pharmacies to obtain opioid prescriptions. These communications support Physician Care Alerts and allow one more point of contact with the prescriber to help ensure compliance with recommended guidelines for opioid prescribing and prevention of overuse. These communications also encourage the use of the Prescription Drug Monitoring Program (PDMP) database where applicable.	ESI

*ESI reserves the right to terminate or modify the Advanced Opioid Management solution with 60 days prior notice to Sponsor and contingent upon approval by The Department of Managed Health Care consistent with California Health & Safety Code Section § 1352, and Rule 1300.52.4.

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	<p>Hinge Health Full MSK Clinic™</p> <ul style="list-style-type: none"> • Chronic: Milestone billing see below* • Surgery: Milestone billing see below* • [REDACTED] • [REDACTED] • [REDACTED] <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	[REDACTED]
Livongo	[REDACTED]
Omada	[REDACTED]
Propeller Health	[REDACTED]
Quit Genius-Tobacco	[REDACTED]

	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>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. le: If a client opts in for up to 12 weeks but member only uses 4 weeks of NRT, The client will only be</p> <p>[REDACTED]</p>
Quit Genius-	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
Quit Genius-Opioid	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>

	Prescribed medications are subject to a member’s pharmacy benefit coverage copay/coinsurance cost					
RecoveryOne						
SilverCloud						
Big Health						
Advanced Utilization Management (AUM) Packages						
Limited Package	Delivers plan savings with minimal member impact					
Advantage Package	Same as Limited, adding chronic disease states and a broad specialty offering					
Advantage Plus Package	Same as Advantage, adding undermanaged medication classes for select chronic diseases					
Unlimited Option	Allows implementation of any current and/or future UM program					
Ala-Carte List Pricing						
		Included in AUM Package				
	Ala-Carte	Limited	Advantage	Advantage Plus	Unlimited	
Prior Authorization						
Limited List		X	X	X	X	
Proactive List		X	X	X	X	
Advantage List			X	X	X	
Non Essential Therapy List			X	X	X	
Advantage Plus List				X	X	
Pharmacogenomics List				X	X	
Oncology Package				X	X	
Adjunctive Specialty List					X	
Cost Watch List					X	
Active Management List					X	
Drug Quantity Management						
Limited List			X	X	X	X
Advantage List				X	X	X
Advantage Plus List					X	X
Step Therapy						
Limited List			X	X	X	X
Advantage List				X	X	X
Preferred Specialty Management				X	X	X
Advantage Plus List					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 A-3

Rebates

1. NON-SPECIALTY REBATE AMOUNTS

1.1. Amounts:

- a. Subject to the conditions set forth in this Agreement, ESI will pay to Sponsor an amount equal to the greater of 100% of the Rebates and Manufacturer Administrative Fees received by ESI; or subject to Sponsor meeting the Plan design conditions identified in the table below, the following guaranteed amounts:

Formulary:	National Preferred Formulary		
	Participating Pharmacies		ESI Mail Pharmacy
Days' Supply	1-83 (Based on 30 Days' Supply)	84-90 (Based on 90 Days' Supply)	Total Days' Supply
Per Paid Brand Claim (non-Specialty Products)			

- b. The guarantees set forth in Section 1.1.a. above do not apply to Specialty Products, as defined by the ESI Specialty Product List.

1.2. Rebate Payment Terms:

- a. Subject to the conditions set forth herein, ESI shall pay Sponsor the percentage amounts set forth above during each calendar quarter hereunder within approximately ninety (90) days following the end of such calendar quarter.
- b. On an annual basis, ESI shall reconcile the guaranteed amounts set forth above (against the percentage amount paid to Sponsor quarterly) within one hundred and twenty (120) days following the end of each contract year and shall credit Sponsor for any deficit on the next invoice immediately following the reconciliation. If, upon reconciliation, the annual aggregate percentage amount paid to Sponsor for the contract year is greater than the guaranteed aggregate amounts, ESI shall be entitled to make up for, and offset, a shortfall in other rebate guarantee(s) in a channel (with the channels being retail and mail, Specialty Products will be included in the channel from which they were dispensed) set forth in this Agreement with such excess annual aggregate percentage amount, and such excess amount shall be applied either directly to the other shortfall guarantee(s) or applied as a credit against future Rebate payments and Manufacturer Administrative Fee payments (or as a direct invoice amount to be paid by Sponsor, if a credit is not feasible).

- 1.3. Exclusions:** Specialty Products (other than specialty guarantees, if any), Member Submitted Claims, Direct Member Reimbursement claims (DMR), Subrogation Claims, Exclusive or Limited Distribution Products, vaccines, OTC products (except insulin and diabetic test strips), claims older than 180 days, claims through sponsor-owned, in-house, or on-sight pharmacies, Claims through 340B Pharmacies, VA hospital claims, coordination of benefit claims, claims with no cost to sponsor, compounds, I/T/U claims and claims pursuant to a 100% Member Copayment plan are not eligible for guaranteed Rebate amounts (if any).

- a. For clarity, all biosimilar products are eligible for inclusion in Sponsor's percentage share of Rebates and Manufacturer Administrative Fees, as set forth in Section 1.1 (a) above
- 1.4. 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 rebate 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.
 - 1.5. 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. Any Rebate guarantees apply only to claims where Sponsor incurs a claims cost.
 - 1.6. 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 Rebate amounts 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 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.
 - 1.7. 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.

2. SPECIALTY REBATE AMOUNTS

2.1. Amounts:

- a. Subject to the conditions set forth in this Agreement, ESI will pay to Sponsor an amount equal to the greater of 100% of the Rebates and Manufacturer Administrative Fees received by ESI; or subject to Sponsor meeting the Plan design conditions identified in the table below, the following guaranteed amounts:

Formulary:	National Preferred Formulary		
	Participating Pharmacies & ESI Specialty Pharmacy		
Per Paid Brand Drug Claim (Specialty Products)			

2.2. Rebate Payment Terms:

- a. Subject to the conditions set forth herein, ESI shall pay Sponsor the percentage amounts set forth above during each calendar quarter hereunder within approximately ninety (90) days following the end of such calendar quarter.
- b. On an annual basis, ESI shall reconcile the guaranteed amounts set forth above (against the percentage amount paid to Sponsor quarterly) within ninety (90) days following the end of each contract year and shall credit Sponsor for any deficit on the next invoice immediately following the reconciliation. If, upon reconciliation, the annual aggregate percentage amount paid to Sponsor for the contract year is greater than the guaranteed aggregate amounts, ESI shall be entitled to make up for, and offset, a shortfall in other rebate guarantee(s) in a channel (with the channels being retail and mail, Specialty Products will be included in the channel from which they were dispensed) set forth in this Agreement with such excess annual aggregate percentage amount, and such excess amount shall be applied either directly to the other shortfall guarantee(s) or applied as a credit against future Rebate payments and Manufacturer Administrative Fee payments (or as a direct invoice amount to be paid by Sponsor, if a credit is not feasible).

2.3. Exclusions: Member Submitted Claims, Direct Member Reimbursement claims (DMR), Subrogation Claims, , Exclusive or Limited Distribution Products, vaccines, OTC products (except insulin and diabetic test strips), claims older than 180 days, claims through Sponsor-owned, in-house, or on-site pharmacies, Claims through 340B pharmacies, VA hospital claims, coordination of benefit claims, claims with no cost to Sponsor, compounds, I/T/U claims and claims pursuant to a 100% Member Copayment plan are not eligible for guaranteed Rebate amounts (if any).

2.4. 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 rebate 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.

2.5. 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. Any Rebate guarantees apply only to claims where Sponsor incurs a claims cost.

2.6. 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 Rebate amounts 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 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.

- 2.7.** 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.

Exhibit E

Inflation Protection Program

1. **Inflation Protection Program.** Under the Inflation Protection Program, ESI will guarantee (the “Inflation Rate Guarantee”) that Sponsor’s Brand Drug AWP inflation will not exceed 11.50% 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: (Contract Year Inflation Rate – Inflation Cap) * Adjusted Base AWP * 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 91.42% for the commercial population (will be determined based on prior year data) on total utilization for that 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 (PCYA / Prior Year Brand Quantities) * 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 (CCYA/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 (net ingredient cost paid by Sponsor for all Brand Drugs in the applicable calendar year – Rebates received by Sponsor) / 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 Rate 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's Inflation Protection Program, and the underlying economics, is separate and apart from, any Rebates/Total Rebates paid to Sponsor and the amounts described above will be paid to Sponsor in addition to any Rebate/Total Rebate payments to which Sponsor is entitled. ESI contracts for inflation payments for its own account and ESI may realize positive margin between amounts paid to Sponsors and amounts received. Conversely, ESI may realize negative margin if inflation payments received 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. Notwithstanding anything in the Agreement to the contrary, to the extent that ESI has guaranteed any Ingredient Cost or Dispensing Fee amounts, ESI may use the value of any over performance of those guarantees to offset any amounts owed to Sponsor for the Inflation Guarantee Payment or the Inflation Rate Guarantee. No payments will be made to Sponsor unless Sponsor has an executed PBM agreement with Sponsor.
- 3.6. 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 F

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.

Effective January 1, 2024, 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 up to a maximum of \$150,000.00 per year 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 approximately 14,000 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.

Service Feature	Guarantee	Penalty
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 Ventura. Measurement includes calls routed to the IVR.	Ventura 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. Express Scripts will pay Ventura [REDACTED] for each full second above the standard 30 seconds on an annual basis. The maximum annual penalty will be [REDACTED]. The calculation will be based on the average speed of answer.
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.	Ventura 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. Express Scripts will pay Ventura [REDACTED] for each full percentage point above the standard 1% on an annual basis. The maximum annual penalty will be [REDACTED]. The calculation will be based on the blockage percentage.
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.	Ventura 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. Express Scripts will pay Ventura [REDACTED] for each full percentage point above the standard 3% on an annual basis. The maximum annual penalty will be [REDACTED]. The calculation will be based on the average percentage of calls abandoned.

Service Feature	Guarantee	Penalty
Customer Service — First Call Resolution	Express Scripts guarantees that 95% or greater of patient calls will be resolved on the first call.	Ventura 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. Express Scripts will pay Ventura [REDACTED] for each full percentage point below 95%. The maximum annual penalty will be [REDACTED]
Dispensing Accuracy	The Dispensing Accuracy Rate for each Contract Year will be 99.996% or greater. Guarantee is measure at book of business.	Ventura 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. Express Scripts will pay Ventura [REDACTED] for each full percentage point below the standard of 99.996% on an annual basis. The maximum annual penalty will be [REDACTED] the calculation will be based on the average prescription accuracy.
Turnaround Time for Routine (Clean) Prescriptions	Express Scripts guarantees to dispense prescriptions not subject to intervention within an average of two (2) business days.	Ventura 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. Express Scripts will pay Ventura [REDACTED] for each full day above the standard two (2) business days on an annual basis. The maximum annual penalty will be [REDACTED]
Turnaround Time for Prescriptions Subject to Intervention	Express Scripts guarantees to dispense prescriptions subject to intervention within an average of four (4) business days.	Ventura 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. Express Scripts will pay Ventura [REDACTED] for each full day above the standard four (4) business days on an annual basis. The maximum annual penalty will be [REDACTED]
Data Systems Availability and Adjudication	Express Scripts guarantees an annual average 99.5% 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.	Ventura 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. Express Scripts will pay Ventura [REDACTED] for each full percentage point which the yearly average of the online computer systems availability is below 99.5%. The maximum annual penalty for availability and adjudication will be [REDACTED]
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.	Ventura 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. Express Scripts will pay Ventura [REDACTED] for each (1) business day above the quarterly average. The maximum annual penalty will be [REDACTED]

Service Feature	Guarantee	Penalty
Timely Production of Management Reports	Express Scripts guarantees access to the online Trend Central reporting suite will be available within an annual average of fifteen (15) business days after the billing cycle that contains the last day of the month.	Ventura 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. Express Scripts will pay Ventura [REDACTED] for each (1) business day above the quarterly average. The maximum annual penalty will be [REDACTED]
Account Management – Quarterly Meetings	Express Scripts will make an Account Management representative available for a minimum of four (4) meetings per year with Ventura Health Plan (or such other number as is agreed to by Express Scripts and Ventura Health Plan) to discuss the performance of the plan, potential opportunities, industry trends, etc.	Ventura 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. Express Scripts will pay Ventura [REDACTED] for each meeting that is missed (onsite/remotely) per year. The maximum annual penalty will be [REDACTED]
Account Management – Action Log	Express Scripts guarantees that the Account Team will maintain and distribute on a bi-weekly basis an action log which documents and tracks any administrative, operational, clinical, and financial issues.	Ventura 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. Express Scripts will pay Ventura [REDACTED] for each bi-weekly log that is not delivered by the next meeting. The maximum annual penalty will be [REDACTED]
Account Management – Issue Resolution	Express Scripts guarantees that Account Team Members will respond to electronic, verbal, and written notices of issues by the client within one business day. If the issue cannot be resolved within 48 hours, account team members will notify the client of the expected time of resolution. Non-compliance with these standards will be identified by Ventura and verified by Express Scripts.	Ventura 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. Express Scripts will pay Ventura [REDACTED] for each (1) business day issue has not been resolved as agreed upon by both parties. The maximum annual penalty will be [REDACTED]

Service Feature	Guarantee	Penalty
Specialty Drug Fulfillment guarantees (timeliness and accuracy)	<p>98% of specialty orders will be delivered to the patient within the agreed upon delivery date (i.e. Need by Date) per Contract Year. Excludes orders where the patient and/or the physician requested that we change the date. Guarantee measured on a book of business basis.</p> <p>Specialty Promise to Deliver Turnaround means the (i) total number of orders that are delivered within the agreed upon delivery date per Contract Year; divided by (ii) the total number of specialty orders dispensed per Contract Year.</p>	Ventura 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. Accredo will pay Ventura [REDACTED] for each full percentage point below the standard of 98%, on an annual basis. The maximum annual penalty will be \$ [REDACTED]
Specialty Dispensing Accuracy	<p>Accredo guarantees 99.99% dispensing accuracy. Guarantee measured on a book of business basis.</p> <p>Accuracy rate is calculated by dividing the number of correctly dispensed prescriptions by the total number of prescriptions dispensed and multiplying by 100 to express as a percentage (rounded to three decimal places).</p>	Ventura 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. Accredo will pay Ventura [REDACTED] for each full percentage point below the standard of 99.99% on an annual basis. The maximum annual penalty will be \$ [REDACTED]. The calculation will be based on the average prescription accuracy.
Rebate Reporting	Express Scripts guarantees that it will provide the client a quarterly rebate report reflecting invoiced rebates reflecting invoiced rebates at NDC level. The data included in the report and delivery will be mutually agreed upon by the two parties. The reports will be delivered to the client within (TBD) days after the close of each quarter.	Ventura 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. Express Scripts will pay Ventura [REDACTED] for each (1) business day above the quarterly average. The maximum annual penalty will be [REDACTED]
RxDC Reporting	Express Scripts guarantees it will include VCHCP's data in the aggregated PBM file submitted by Express Scripts and deliver the aggregated file to the Government by the designated date according to CMS guidance and instructions for each reference year. This guarantee is dependent on Ventura providing all necessary information and/or changes to Express Scripts no later than the deadline dates communicated to VCHCP by Express Scripts each year.	Ventura 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. Express Scripts will pay Ventura [REDACTED] for each (1) business day beyond the annually set submission date set by CMS. The maximum annual penalty will be [REDACTED]