

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

This AMENDMENT NUMBER ELEVEN (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. Retrospective Review. Subsection (vi) is hereby added to Section 2.3 (a) of this Agreement as follows.

(vi) Sponsor will perform retrospective review of medical necessity determinations for prescription drug claims.

3. Member Communication Material. Section 2.6 is hereby added to this Agreement as follows.

2.6 Member Communication Material. All communication materials provided to Members by ESI must be approved in advance by Sponsor prior to distribution.

4. Prescription Drug Information Card. Section 2.7 is hereby added to this Agreement as follows.

2.7 Prescription Drug Information Card. ESI will issue a uniform prescription drug information card to each member. The contents of the card shall comply with all applicable laws including, but not limited to, the minimum information required by California Health & Safety § 1363.03.

5. Member Grievances. Section 2.8 is hereby added to this Agreement as follows.

2.8 Member Grievances. ESI will cooperate with Sponsor in resolving Member grievances related to the provision of services in a fair and equitable manner. ESI will refer Member to Sponsor for any complaint or grievance.

6. Language Assistance Program. Section 2.9 is hereby added to this Agreement as follows.

2.9 Language Assistance Program. ESI provides access to care for limited English proficiency persons. ESI's language assistance program complies with all applicable requirements of the Knox-Keene Act including, but not limited to, Section 1367.04 and Rule 1300.67.04. ESI shall: a) not require Members to provide their own interpreters or use family members or friends as interpreters; b) not use minors as interpreters, except for in only the most extraordinary circumstances; c) not require Members to pay for the services of an interpreter. ESI shall record a Member's language needs, if other than English, in the Member's account or medical record. ESI shall document the request or refusal of interpreter services in the Member's account or medical record.

7. Provider Dispute Resolution Program. Section 2.10 is hereby added to this Agreement as follows.

2.10 Provider Dispute Resolution Program. ESI shall manage and resolve all provider disputes. ESI's provider dispute program shall comply with all requirements of the Knox-Keene Act including, but not limited to, Sections 1367(h)(1-3), 1370.2, 1371.30(f), 1371.38, Rule 1300.71.38.

8. Compliance with Law; Change in Law. Section 5.1 is hereby deleted and replaced as follows:

5.1 Each party shall be responsible for ensuring its compliance with laws and regulations applicable to its business, including but not limited to: (i) maintaining any necessary licenses and permits; (ii) complying with all applicable provisions of the California Knox-Keene Health Care Service Plan Act and Regulations including, but not limited to, Pharmacy Benefit Management Services §§ 1385.001-1385.006; Prescription Drug Coverage and Benefits §§ 1342.71(c)-(e), (f)(3), 1367.21, 1367.24(e), 1367.41, 1367.42, 1367.43, 1367.45, 1367.47, 1367.51, 1367.205; Contracting Requirements § 1375.7, Rule 1300.67.2.1, Rule 1300.67.2, and Rule 1300.67.24; Claims Payment Provisions §§ 1371, 1371.1, 1371.2, 1371.8, 1371.22, 1371.35, 1371.36, 1371.37, 1399.55, 1399.56, Rule 1300.71 and Rule 1300.77.4; Provider Directory Requirements §§ 1367.27(c)(2), 1367.27(h)(8)(F), 1367.27(l)(1)(B), 1367.27(l)(2); and Requirements for Telephone Medical Advice Services § 1348.8. Sponsor shall be responsible for any governmental or regulatory charges and taxes imposed upon the services provided hereunder, other than taxes based on the net income of ESI. With respect to any Plan that is subject to the provisions of ERISA, the Sponsor or the plan sponsor shall ensure that its activities in regard to such program are in compliance with ERISA, and shall be responsible for disclosing to Members any and all information relating to the Plan and this Agreement as required by law to be disclosed, including any information relating to Plan coverage and eligibility requirements, commissions, rebates, discounts, or provider discounts referred to in Section 5.4 hereof. If there is a new or change in federal or state laws or regulations or the interpretation thereof, or a regulatory, judicial or legal action that, among other things, materially burdens ESI, requires ESI to increase payments or shorten payment times for Covered Drugs to Participating Pharmacies, or materially changes the scope of services hereunder, (a "Change in Law"), then there shall be an appropriate modification of the services, reimbursement rates, Administrative Fees and/or Rebates such that the parties are returned to their comparable economic position as of the Effective Date. If the parties cannot agree on a modification or adjusted fee or rates, then either party may terminate the Agreement on thirty (30) days prior written notice to the other."

9. Delegation Agreement. Exhibit G is hereby added to this Agreement as attached hereto.

10. Effective Date; Extension. This Amendment shall be effective October 1, 2021.

11. 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: \_\_\_\_\_

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

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

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

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

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

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

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

## **Exhibit G**

### **Delegation Activities**

**TABLE A:**

The purpose of the following grid is to specify the responsibilities of VCHCP and ESI under the Delegation Agreement. ESI agrees to be accountable for all responsibilities delegated by VCHCP and will not further delegate any such responsibilities without prior approval by VCHCP. Audits will be performed as needed to evaluate the ESI delegated status. In the event there are deficiencies identified in the audit or through reports, ESI will provide a specific corrective action plan. If ESI is not able to comply with the corrective action plan within the specified time frame, VCHCP may revoke the ESI delegated status. VCHCP retains all functions of utilization management and member connections not specified in the following Exhibit as the Delegate responsibility. If any of the services or programs provided below are terminated by ESI or VCHCP, ESI's delegated responsibility for that services shall terminate.

<b>Delegated Activity</b>	<b>VCHCP</b>	<b>Delegated Entity</b>	<b>Related Reports</b>	<b>Plan Oversight Activities Frequency (Audit Schedule)</b>	<b>Provision of the Act pertaining to the action delegated. (VCHCP monitors ESI for compliance with these provisions.)</b>
Identification and Notification of members and practitioners affected by a Class I or Class II recall or voluntary drug withdrawal		X	Drug Recall Report	Monthly Notification to VCHCP review; Quarterly presentation in ESI JOC and VCHCP P&T Committee	Notifications provisions of the Act including but not limited to Business and Professions Code 4129.9
Drug Utilization Review (Retrospective and Concurrent)		X	Drug Utilization Review (Retrospective and Concurrent)	VCHCP P&T Committee (Quarterly)	Utilization Review provisions of the Act including but not limited to 1367.01 1367.22, 1367.24
Evaluation of new technology (pharmaceuticals)		X	Emerging Therapeutics Program and Drug Watch	VCHCP P&T Committee (Quarterly)	Pharmacy and Benefit Services provisions of the Act including but not limited to 1300.70
ESI/VCHCP Workplan	X	X		ESI VCHCP Bi-weekly Operations Meeting	Quality Assurance provisions of the Act including but not limited to 1300.70

Final approval of formulary additions, deletions	X		National Preferred Formulary	VCHCP P&T Committee (Quarterly)	N.A.
Member Complaints, Appeals, Grievances – NOT DELEGATED	X				N.A.
Member Communication Material	X	X		VCHCP will review and approve all member communication material prior to distribution	
Processing prescription drug claims	X	X	Rejected Claims Report	Monthly review of rejected claims report	N.A.
		X	Operational Report	Annual oversight/auditing of claims data report	
Creation of medical and pharmacy benefit drug policies/criteria	X	X	Pharmacy and Medical Benefit Drug Policies;	Approval/Adoption in VCHCP P&T Committee (Quarterly)	Pharmacy and Benefit Services provisions of the Act including but not limited to 1367.01 1367.22, 1367.24, 1300.70
Adopting medical and pharmacy benefit drug policies/criteria	X		Pharmacy and Medical Benefit Drug Policies;	Approval/Adoption in VCHCP P&T Committee (Quarterly)	N.A.
Monitoring the quality and timeliness of decisions	X			N.A.	N.A.
Preservice review, by service	X			N.A.	N.A.

Urgent concurrent review	X			N.A.	N.A.
Post service review, by service	X			N.A.	N.A.
Approval and denials	X			N.A.	N.A.
Appeals	X			N.A.	N.A.
Establishing, applying and maintaining pharmaceutical management procedures	X			N.A.	N.A.
Communicating with members about the UM process and authorization of care	X			N.A.	N.A.
Manage exception requests	X			N.A.	N.A.
ESI performs this optional service for VCHCP: Cost Exceed Maximum <ul style="list-style-type: none"> <li>ESI Managed Cost Exceeds Maximum (CEM) edit (For non-compound drugs)</li> </ul>		X		Weekly Prior Authorization Report received by the Plan	Pharmacy and Benefit Services provisions of the Act including but not limited to 1371, 1300.71, 1371.35, 1300.67.2, 1363.03
Selecting and evaluating appropriate medications for the plan's preferred drug list (formulary).  Express Scripts' <u>Drug Evaluation Unit</u> , <u>Therapeutic Assessment Committee</u> , and <u>Value Assessment Committee</u> follow a three-step	X	X	National Preferred Formulary; Specialty Medication and Step Therapy Document Maintenance; Updated Policies; Specialty Drug Updates	Approval in VCHCP P&T Committee (Quarterly)	Pharmacy and Benefit Services provisions of the Act including but not limited to 1367.01 1367.22, 1367.24, 1300.70, 1342.73,

<p>evaluation process for all medications before forwarding their recommendations to the Express Scripts National P&amp;T Committee for final formulary placement decisions and formulary placement recommendations to clients with their own P&amp;T committees.</p> <p>Steps include:</p> <ul style="list-style-type: none"> <li>• Primary Research (Drug Evaluation Unit)</li> <li>• Comparative Evaluation (Therapeutic Assessment Committee)</li> <li>• Financial Evaluation (Value Assessment Committee)</li> </ul> <p>The VCHCP P&amp;T Committee retains the final decision making for all Pharmaceutical Management recommendations from Express Scripts and other sources.</p>					
Manages Web-based & phone based system for Pharmacy Benefit Information	X	X		Semi-Annual Reports from ESI	Pharmacy and Benefit Services provisions of the Act including but not limited to 1367.20
Opioid Management Program		X		Quarterly presentation in ESI JOC and VCHCP P&T Committee	Utilization Review and Quality Assurance provisions of the Act including but not limited to 1371, 1371.35, 1300.67.2 1363.03

ScreenRx Program		X		Quarterly presentation in ESI JOC	Utilization Review and Quality Assurance provisions of the Act including but not limited to 1371, 1371.35, 1300.67.2 1363.03
<p>Members can complete the following actions on the member website or telephone in one attempt or contact:</p> <ul style="list-style-type: none"> <li>• Determine financial responsibility for a drug, based on the pharmacy benefit</li> <li>• Initiate the exceptions process</li> <li>• Order a refill for an existing, unexpired mail-order prescription</li> <li>• Find the location of an in-network pharmacy</li> <li>• Conduct a pharmacy proximity search based on zip code</li> <li>• Determine potential drug interactions</li> <li>• Determine a drug's common side effects and significant risks</li> <li>• Determine the availability of</li> </ul>	<p>X</p> <p>X</p> <p>X</p> <p>X</p> <p>X</p> <p>X</p> <p>X</p>	<p>X</p> <p>X</p> <p>X</p> <p>X</p> <p>X</p> <p>X</p> <p>X</p>		Semi-Annual Reports from ESI	Utilization Review and Quality Assurance provisions of the Act including but not limited to 1367.27 and 1367.205



generic substitutes					
<p>ESI does these optional services for our members:</p> <ul style="list-style-type: none"> <li>Processes Member Submitted Claims</li> <li>Call Center is available 24/7</li> <li>Provide a new ID card to a member, upon request</li> </ul>		<p>X</p> <p>X</p> <p>X</p>		Semi-Annual Reports from ESI	Claims provisions of the Act including but not limited to 1371.35, 1300.67.2, 1363.03, 1371, 1300.71
<p>QI Process on Accuracy of Information</p> <ul style="list-style-type: none"> <li>Collects data on quality and accuracy of information provided to members via the web</li> <li>Analyzes data results acts to improve identified deficiencies</li> </ul>	<p>X</p> <p>X</p>	<p>X</p> <p>X</p>	Quality and Accuracy of Information Provided to Members via the web	VCHCP P&T Committee (Annual)	Quality Assurance provisions of the Act including but not limited to 1300.70
<p>Quality Improvement Opportunities</p> <p>Acts to improve identified deficiencies/opportunities for improvement</p>	X	X	Quality and Accuracy of Pharmacy Benefit Information	VCHCP QA Committee (Annual in the QI Evaluation)	Quality Assurance provisions of the Act including but not limited to 1300.70

**TABLE B**

## Reporting Expectations

Reporting Frequency	Documents
Quarterly	National Preferred Formulary, Specialty Medication and Step Therapy Document Maintenance, Operational Performance Review, Drug Utilization Review (Retrospective and Concurrent), ScreenRx, Opioid Management Report, Outpatient Behavioral Health Drug report, Updated Policies, AB 315 Lesser of Copay Report, AB 1048 Controlled Substance Copay Proration, Diabetes Remote Monitoring with Lifescan, Pharmacy and Medical Benefit Drug Policies, Accredo Quarterly Ops Report, Cost and Trends Report (JOC)
Monthly	Specialty Drug Updates, Emerging Therapeutics Program and Drug Watch, Expiring Authorizations, Member Ranking by Plan Cost, Hepatitis C utilization, Pharmacy Listings, SB-17 Transparency Report on Increase cost of medications, Drug Recall Report
Weekly	Prior Authorizations Report
Semiannually	Quality and Accuracy of Pharmacy Benefit Information,
Annually	Presentation of Policies: Language Assistance policies, ESI National Pharmacy and Therapeutic Committee Policy, ESI Therapeutic Assessment Committee Policy, ESI Value Assessment Committee Policy, ESI High Level Benefit and Process Flow, ESI Home Delivery Recall Process Policy, ESI Formulary Operations/Formulary Change Process Policy and new policies as upon arrival.

**TABLE C**  
ESI Locations

Facility	Address
ESI Headquarters	<b>St. Louis</b> One Express Way St. Louis, MO 63121
Contact Center Locations	<b>Bloomington</b> 6301 Cecilia Circle, Suite 200 Bloomington, MN 55439 800.344.3405  <b>Dublin</b> 5151 Blazer Parkway, Suite B Dublin, OH 43017 800.282.2881  <b>Orlando</b> 6252 Lee Vista Blvd. Orlando, FL 32822 888.773.7376  <b>Port St. Lucie **</b> 10045 S. U.S. Highway 1 Port Saint Lucie, FL 34952 866.907.0835  <b>St. Louis</b> 4700 N. Hanley Rd. Saint Louis, MO 63134 314.522.5700  <b>St. Marys</b> 2603 Osborne Road, Unit CC St. Marys, GA 31558 800.795.7646  <b>Tempe</b> 3001 Priest Drive Tempe, AZ 85282 800.955.4879