SEP02'21 AM11:00 RCVD 89 MLC

State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
25 Capitol Street - Room 120
Concord, New Hampshire 03301
Office@das.nh.gov

Charles M. Arlinghaus
Commissioner
(603) 271-3201

Joseph B. Bouchard
Assistant Commissioner
(603) 271-3204

Catherine A. Keane
Deputy Commissioner
(603) 271-2059

September 1, 2021

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Administrative Services (DAS), Division of Risk and Benefits, to enter into a contract with Express Scripts, Inc., (ESI) (VC# 169747), One Express Way, Saint Louis, Missouri 63121 in the amount of $222,200,000 for the administration of the prescription drug benefits provided to state employees and retirees pursuant to RSA 21-I:30 and, with respect to employees, consistent with state collective bargaining agreements for a period of thirty-six (36) months upon Governor and Executive Council approval for the period effective January 1, 2022 through December 31, 2024, with the option to renew for up to two additional years subject to the approval of the Governor and Executive Council. Approximately 42% General Funds, 20% Federal Funds, 3% Enterprise Funds, 14% Highway Funds, 1% Turnpike Funds and 20% Other Funds.

Funding is available in SFY 2022, and is anticipated to become available in SFY 2023, SFY 2024 and SFY 2025 with the authority to adjust encumbrances between state fiscal years if necessary and justified through the Business Office, in the following accounts:

Pharmacy Claim Costs	**SFY2022**	**SFY2023**	**SFY2024**	**SFY2025**
01-14-14-140560-66000000 ACTIVES				
100-500641 Pharmacy Claims	$15,680,000	$32,154,000	$33,523,000	$17,015,000
01-14-14-140560-66600000 TROOPERS				
100-500641 Pharmacy Claims	$543,000	$1,117,000	$1,164,000	$591,000
01-14-14-140560-66500000 RETIREE				
100-500641 Pharmacy Claims – Retirees U65	$1,645,000	$3,380,000	$3,524,000	$1,789,000
100-501641 Pharmacy Claims - Retirees O65	$16,369,000	$33,738,000	$36,120,000	$18,729,000
FISCAL YEAR TOTALS	$34,237,000	$70,389,000	$74,331,000	$38,124,000

Pharmacy Administrative Costs	**SFY2022**	**SFY2023**	**SFY2024**	**SFY2025**
01-14-14-140560-66000000 ACTIVES				
100-500642 Pharmacy Admin Fees	$191,000	$382,000	$382,000	$191,000
01-14-14-140560-66600000 TROOPERS				
100-500642 Pharmacy Admin Fees	$7,000	$13,000	$13,000	$7,000
01-14-14-140560-66500000 RETIREE				
100-500642 Pharmacy Admin Fees	$20,000	$41,000	$41,000	$20,000
102-500673 Pharmacy Adm Fee - Retirees O65	$604,000	$1,248,000	$1,291,000	$668,000
FISCAL YEAR TOTALS	$822,000	$1,684,000	$1,727,000	$886,000
FY Totals	**$35,059,000**	**$72,073,000**	**$76,058,000**	**$39,010,000**
Grand Total	**$222,200,000**			

EXPLANATION

The State provides prescription drug coverage for state employees, retirees, spouses and eligible dependents in accordance with the provisions of RSA 21-I:30 and the Collective Bargaining Agreements as applicable. The current contract with Express Scripts, Inc. is set to expire on December 31, 2021.

DAS, with the assistance of SkySail, the Health Benefit Plan's pharmacy technology services provider, and Segal, the Health Benefit Plan's consultant, issued a Request for Proposal (RFP) for pharmacy benefit management services on April 30, 2021. Approximately 280 individuals and/or firms received direct notification of this solicitation and the RFP was posted on the DAS Bureau of Purchase and Property website. DAS received five (5) compliant bids from the following: Anthem, CVS Health, Express Scripts, Inc., MedImpact and OptumRx. All five proposals were evaluated.

The scoring of the proposals was based upon the following areas and corresponding weights: Financial (65%), Performance Guarantees (3%) and the Technical Questionnaire (32%) – Reconciliation Definitions (5%), General Definitions (5%), Monitoring and Audit (5%), General Questionnaire (10%), Formulary, Plan Design, and Utilization Management (5%) and Performance Guarantee Questionnaire (2%). Based on the foregoing, the proposal submitted by ESI received the highest ranking score and was recommended by a unanimous vote of the evaluation team. The evaluation team members were: Joyce Pitman (Director of Risk and Benefits, DAS, Div. Risk and Benefits), Margaret Blacker (Deputy Director, DAS, Div. Risk and Benefits), Margaret Clifford, R.Ph. (Medicaid Pharmacy Director, Department of Health & Human Services (DHHS)), Lise Farrand, R.Ph. (Pharmaceutical Services Specialist, DHHS), Randy Hunneyman (SEA Executive Branch Negotiator, SEIU Local 1984), Gary Lunetta (Director, DAS, Div. Procurement and Support Services), and Christina Muniz (Health Policy and Compliance Administrator, DAS, Div. Risk and Benefits).

As stated above and referenced in the attached Reverse Auction Summary of Results, the financial score encompassed sixty percent (65%) of the total proposal score. In accordance with the RFP, the financial proposals were scored on the projected costs as determined by the State for the three-year period from January 1, 2022 to December 31, 2024. The lowest cost proposal received 100% of the 65 points allocated for the Financial Section of the RFP. All other financial proposals were scored on a sliding scale, with proposals losing 1 point for every half-percentage point higher than the lowest cost proposal. As the scale is sliding, scores were adjusted for partial percentage differences.

The remaining thirty-five percent (35%) of the allocated points were distributed amongst the Technical Questionnaire and Performance Guarantees. In these categories, scoring criteria were applied and bidder responses were evaluated based on the extent to which the bidder documents conformed with specifications, as well as the completeness, soundness, and creativity of the response, all as evaluated by the State. In accordance with the State's procurement rules, non-financial section scoring was based on the quality of each bidder's response and not based on any outside knowledge of the programs and/or services offered by each bidder. All five proposals were competitive, making the financial section of the proposal the determining factor for recommendation by the evaluation team.

ESI, the incumbent, submitted the most financially competitive proposal in terms of projected costs. ESI's projected costs after the reverse auction were approximately $7.6 million or 3.7% lower than the second lowest cost proposal over the three-year contract. Through negotiations, the State was able to improve the terms of the contract by improving the Average Wholesale Price (AWP) discount on the active and non-Medicare plan drugs at retail by approximately .3% and increasing the amount at risk under service and performance guarantees by approximately $400k over the term of the contract. There are specific performance guarantees for on-going administration of the Plan including plan design, system set-up, accuracy of claims processing, invoice monitoring, member services customer satisfaction and client services satisfaction. The contract enables DAS to reallocate performance penalty amounts among the standards if any are areas requiring improvement. The final cost of the contract includes a margin to accommodate adjustments in the utilization trend and claim cost fluctuation over the course of the three (3) year contract.

The prescription drug benefit program covers 37,036 active employees, retirees and their eligible spouses and dependents. There are approximately 24,186 active employees and dependents on the plan whose benefits are determined through the collective bargaining process. In addition, there are approximately 12,850 retirees and dependents on the prescription drug plan: 2,445 on the non-Medicare/Under 65 plan and 10,405 on the Medicare Part D Employer Group Waiver Program (EGWP). Retiree Health Benefits plan design and cost sharing are determined by the legislature.

In summary, ESI will continue to provide the State with pharmacy benefit management services through its Advantage Plus Utilization Management Package which includes prior authorization, drug quantity management, and generic step therapy programs consistent with programs in effect under the collective bargaining agreements and retiree programs. In addition, over the past 7.5 years, ESI has proven to be a valued partner with DAS in both processing prescription drug claims as well as providing cost containment strategies.

Based on the foregoing, I am respectfully recommending approval of the contract with Express Scripts, Inc.

Respectfully submitted,

Charles M. Arlinghaus
Commissioner

Attachments: RFP 2457-21 Reverse Auction Summary of Results
State Evaluation Team Biographies

RFP 2457-21 – Reverse Auction Summary of Results

Technical Scores

Section	Allocated Points		Anthem	CVS	ESI	MedImpact	Optum
Reconciliation Definitions	5	Average Score %	100%	85%	100%	85%	85%
		Points Awarded	5.00	4.25	5.00	4.25	4.25
General Definitions	5	Average Score %	94%	98%	100%	100%	95%
		Points Awarded	4.72	4.91	5.00	5.00	4.77
Monitoring and Audit	5	Average Score %	71%	88%	98%	84%	99%
		Points Awarded	3.53	4.40	4.89	4.18	4.95
General Questionnaire	10	Average Score %	94%	94%	96%	93%	96%
		Points Awarded	9.43	9.38	9.60	9.29	9.63
Formulary, Plan Design, and Utilization Mgmt	5	Average Score %	82%	86%	90%	88%	85%
		Points Awarded	4.09	4.28	4.52	4.38	4.23
Performance Guarantee Questionnaire	2	Average Score %	75%	70%	93%	67%	92%
		Points Awarded	1.51	1.41	1.86	1.33	1.84
	Total Points for Technical		28.28	28.62	30.87	28.43	29.66
	Rank for Technical		5	3	1	4	2

Financial Scores

Section	Allocated Points		Anthem	CVS	ESI	MedImpact	Optum
Financial Offer – Pass-Through Pricing	65	Comm. Net Total	$104,605,248.68	$103,890,572.96	$102,615,267.18	$129,992,530.21	$99,016,541.50
		EGWP Net Total	$101,884,037.31	$114,250,548.95	$95,571,001.45	$129,969,074.65	$106,726,646.27
		Combined Total	$206,489,285.99	$218,141,121.91	$198,186,268.62	$259,961,604.86	$205,743,187.76
		Points Awarded	56.62	44.86	65.00	2.66	57.37
Performance Guarantees	3	Points Awarded	3.00	1.53	1.66	2.49	2.30
	Total Points for Financial		59.62	46.39	66.66	5.15	59.67
	Rank for Financial		3	4	1	5	2

Total Scores

	Allocated Points		Anthem	CVS	ESI	MedImpact	Optum
Technical	32	Points Awarded	28.28	28.62	30.87	28.43	29.66
		Rank	5	3	1	4	2
Financial	68	Points Awarded	59.62	46.39	66.66	5.15	59.67
		Rank	3	4	1	5	2
Final Score	100	**Grand Total**	**87.90**	**75.01**	**97.53**	**33.58**	**89.34**
		Final Rank	**3**	**4**	**1**	**5**	**2**

RFP 2457-21 – State of New Hampshire Evaluation Team Biographies

JOYCE PITMAN

Current Position: Director, Division of Risk and Benefits, Department of Administrative Services

Background: Joyce Pitman joined DAS in the Division of Risk and Benefits in 2013 and began serving as the Director in May 2018. As Director, Joyce oversees all Health Benefit Plan initiatives, including procurements and contract management. Joyce has a BS in Health Management and Policy from the University of New Hampshire and an MBA in Business Administration/HR Management from Southern NH University. Previously, Joyce worked for 15 years in Health Benefits Administration and Human Resources. She has a wealth of knowledge in vendor relations and the contract management process as well as with employee communications concerning benefits.

MARGARET BLACKER

Current Position: Deputy Director, Division of Risk and Benefits, Department of Administrative Services

Background: Margaret Blacker started her State service in the Division of Risk and Benefits in February 2016. As the Deputy Director, Margaret provides oversight of the State's Employee and Retiree Health Benefit Program to ensure compliance with current state and federal laws, rules and guidelines and collective bargaining agreements; property and casualty insurance programs, including workers' compensation, fleet, cybersecurity liability, and other liability insurance policies. Also ensures periodic financial and management reports are available that serve the various needs of state agencies as well as the executive and legislative branches in their decision making processes. Prior to becoming employed by the State of New Hampshire, Margaret was employed by Elliot Health System in Manchester, NH, most recently as the Director of Employee Benefits. Margaret earned a Bachelor's degree in Business Administration from the University of Southern New Hampshire.

MARGARET CLIFFORD, RPh.

Current Position: Medicaid Pharmacy Director, Division of Medicaid Services, Department of Health and Human Services

Background: Margaret Clifford directs the Pharmacy Services Unit for the Medicaid program. As the Pharmacy Director, she provides clinical oversight to the Drug Utilization Review Committee, collaborates with the Chief Medical Officer to provide clinical oversight to the Medicaid Care Management Program pharmacy services, directs the clinical and service utilization components of the vendor contract for the fee-for-service pharmacy benefit management, provides leadership to new pharmacy related initiatives and works in collaboration with other DHHS departments to address the needs of special Medicaid populations. Prior to becoming the Medicaid Pharmacy Director, Margaret was the Chief Compliance Officer for the NH Board of Pharmacy. Margaret completed her pharmacy degree at The University of Rhode Island. She has over 32 years of experience in the Pharmaceutical Field.

LISE FARRAND, RPh.

Current Position: Pharmaceutical Services Specialist, Division of Medicaid Services, Department of Health and Human Services

Background: As the Pharmaceutical Services Specialist, Lise Farrand is responsible for overseeing the Medicaid Fee-for-Service Pharmacy Benefit Management Contract(s). Lise has been an evaluator on all prior Medicaid Pharmaceutical Benefits Management RFPs as well as the prior three Pharmaceutical Benefits Management RFPs for the State Employee and Retiree Health Benefit Plan. She holds a Bachelor's Degree in Pharmacy from the Massachusetts College of Pharmacy. She has over 38 years of experience in the Pharmaceutical Field.

RANDY HUNNEYMAN

Current Position: Executive Branch Negotiator, State Employees Association of NH, SEIU Local 1984

Background: Randy Hunneyman became part of the SEA staff in 2012 after finishing a 21-year career working for the NH Dept. of Corrections as a college professor at the Career and Technical Education Center. As the Executive Branch Negotiator, Randy negotiates and administers the bargaining agreements between the State of NH and 26 separate state employee bargaining units. These agreements include specific terms and conditions of employment such as health benefits and wages. Randy also serves as a member of several important committees between the state employees and the State of NH. This includes the executive labor management committee and health benefits committee. Randy had a BS in Personnel Management and Training and a MBA from Plymouth State University.

GARY LUNETTA

Current Position: Director, Bureau of Purchase and Property, Department of Administrative Services

Background: Gary Lunetta joined DAS in the Bureau of Procurement and Support Services in 2017 and began serving as the Director in January 2018. Gary has over 30 years of procurement and contract management experience in the private sector working for companies like Allied Universal as the District Area Contracts Manager and Client Value Manager and Raytheon Engineers & Constructors, Inc. as a Regional Procurement Manager. Gary has a Bachelor's Degree in Business Management and Associate's Degree in Procurement from Northeastern University.

CHRISTINA MUÑIZ

Current Position: Health Policy and Compliance Administrator, Division of Risk and Benefits, Department of Administrative Services

Background: Christina has worked in State service for 3 years. In her current position as the Health Policy and Compliance Administrator Christina is responsible for coordinating the adoption, revision and maintenance of Health Benefit Program rules, policies, and procedures. Prior to joining DAS she served with the Office of Legislative Services, Administrative Rules Division as Committee Attorney to the Joint Legislative Committee on Administrative Rules. Christina was admitted to the bar in New Hampshire in 2017 and holds a Juris Doctorate with a Certificate in Health Law and Policy from the University of New Hampshire School of Law, a Certificate of Legal Reasoning from the University of Texas at San Antonio, Institute of Law and Public Affairs, and a Bachelor of Arts in Anthropology from Texas A&M University.

Form P-37 (version 12/11/2019)

Subject: PHARMACY BENEFIT MANAGEMENT SERVICES AGREEMENT

Notice. This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services		1.2 State Agency Address 25 Capitol Street, Concord, NH 03301	
1.3 Contractor Name Express Scripts, Inc		1.4 Contractor Address One Express Way, Saint Louis, MO 63121	
1.5 Contractor Phone Number 800-332-5455	1.6 Account Number 60-6600-500638, 60-6660-500638, 60-6650-500638, 60-6650-500659	1.7 Completion Date 12/31/2024	1.8 Price Limitation $222,200,000
1.9 Contracting Officer for State Agency Joyce I Pitman, Director of Risk and Benefits		1.10 State Agency Telephone Number (603) 271-3080	
1.11 Contractor Signature Grace Allen Date: 9/1/21		1.12 Name and Title of Contractor Signatory Grace Allen VP of Account Management	
1.13 State Agency Signature Charles M Arlinghaus Date: 9-1-21		1.14 Name and Title of State Agency Signatory Charles M Arlinghaus, DAS Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Not Applicable		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: /s/Christen Lavers		On: 9/2/2021	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number.		G&C Meeting Date.	

Contractor Initials GA
Date 9/1/21

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1 3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services")

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3 1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1 17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date")
3 2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.
5 2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services The State shall have no liability to the Contractor other than the contract price.
5 3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N H RSA 80.7 through RSA 80·7-c or any other provision of law
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1 8

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6 3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7 1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1 7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or

Contractor Initials MGA
Date 9/1/21

corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement This provision shall survive termination of this Agreement

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default")

8 1.1 failure to perform the Services satisfactorily or on schedule,

8 1 2 failure to submit any report required hereunder, and/or

8 1 3 failure to perform any other covenant, term or condition of this Agreement

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2 1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor,

8 2 3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default, and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3 No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce. each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12 1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor

12 2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any

Contractor Initials SKH
Date 5/1/21

provisions contained in a subcontract or an assignment agreement to which it is not a party

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess, and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property

14.2 The policies described in subparagraph 14 1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14 3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation").*

15.2 To the extent the Contractor is subject to the requirements of N.H RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement The Contractor shall furnish the Contracting Officer identified in block 1 9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1 2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to

Contractor Initials [illegible]
Date 7/11/21

be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof

Contractor Initials [illegible]
Date 4/14/21

TABLE OF CONTENTS

Contractor Initials JP/JJ

Date 4/1/21

EXHIBIT A: Special Provisions

The following modifications shall be made to the sections of the Agreement identified below:

1. Section 7.2 is hereby deleted in its entirety and replaced with the following:

   "Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement."

2. Section 8 2.2 is hereby deleted in its entirety and replaced with the following:

   "8.2.2 give the Contractor a written notice specifying the Event of Default and suspending administrative fee payments to be made under this Agreement and ordering that the portion of the administrative fee payments which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor, provided, however, that after remediation of an Event of Default by Contractor, the State will pay the prescription drug ingredient costs incurred by the Contractor in providing services to the State's plan members during the period of the Event of Default,"

3. Section 9.2 is hereby deleted in its entirety and replaced with the following:

   "9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement. The State acknowledges that claims may continue to be adjusted after the date of termination, as necessary and appropriate."

4. Section 10.1 is hereby deleted in its entirety and replaced with the following:

   "10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, except for Protected Health Information, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished, but shall not include such information or documents developed by Contractor for provision to its clients on a book-of-business basis.

5. Section 12 1 is hereby deleted in its entirety and replaced with the following:

   12 1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. Contractor may perform certain services hereunder (e g., mail service pharmacy, EGWP administration, and specialty pharmacy services) through one or more of its subsidiaries or affiliates. Contractor is responsible and liable for the performance of its subsidiaries and affiliates in the course of their performance of any such services. To the extent that Contractor subcontracts any PBM

Contractor Initials JMA

Date 9/1/21

Service under this Agreement to a third party, Contractor is responsible and liable for the performance of any such third party In addition, Contractor may contract with third party vendors to provide information technology support services and other ancillary services, which services are not PBM Services hereunder, but rather are services that support Contractor's conduct of its business operations. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

6. Section 14.3 is hereby deleted in its entirety and replaced with the following:

14 3 The Contractor shall furnish to the Contracting Officer identified in block 1 9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

Contractor Initials JJ/A
Date 9/1/21

EXHIBIT B-1

General Prescription Benefit Management Services Agreement

This Pharmacy Benefit Management Agreement ("Agreement") is entered into by and between Express Scripts, Inc., a Delaware corporation ("ESI"), and the State of New Hampshire ("State") The State has engaged ESI to provide pharmacy benefit management services, including, among other things, pharmacy network contracting; pharmacy claims processing, mail and specialty drug pharmacy, cost containment, clinical, safety, adherence, and other like programs, and formulary administration ("PBM Services") pursuant to the terms described in this Agreement.

1. DEFINITIONS

1.1. "Ancillary Supplies, Equipment, and Services" or "ASES" means ancillary supplies, equipment, and services provided or coordinated by ESI Specialty Pharmacy in connection with ESI Specialty Pharmacy's dispensing of Specialty Products.

1 2 "Average Wholesale Price" or "AWP" means the actual reported "AWP" from Medi-span for the specific NDC11 on the Day of Service for all channels (i.e. Retail, Mail, and Specialty). Claims will not use an average AWP or pre-settlement AWP, nor will the AWP be externally calculated, altered, or adjusted. Claims at Mail and Specialty pharmacies will use the AWP of the actual package size and NDC11 used to dispense (not the package size of the prescription dispensed or alternative package sizes) If the Medi-span discontinues the reporting of AWP or materially changes the manner in which AWP is calculated or reported, then ESI reserves the right to make an equitable adjustment as necessary to maintain the parties' relative economics and the pricing intent of this Agreement

1.3 "Billed Amount Due" means the total cost for a Covered Drug on a Paid Claim in accordance with the Plan excluding the Copayment.

1.4. "Biosimilar" means an abbreviated licensed biological product that is demonstrated to have no clinically meaningful differences, which is highly similar to, or interchangeable with an FDA-approved biological product.

1.5. "Brand/Generic Algorithm" or "BGA" means ESI's standard and proprietary brand/generic algorithm, a copy of which may be made available for review by the State or its Auditor upon request. The purposes of the algorithm are to stabilize products "flipping" between brand and generic status and to reduce State, Member and provider confusion due to fluctuations in brand/generic status. The State or its Auditor may audit ESI's application of its BGA to confirm that ESI is making brand and generic drug determinations consistent with such algorithm.

1 6. "Brand Drug" means a prescription drug identified as such in ESI's master drug file using indicators from First Databank (or other source nationally recognized in the prescription drug industry) on the basis of a standard Brand/Generic Algorithm, a copy of which may be made available for review by the State or its Auditor upon request

1 7. "Change in Control" means one or a series of transactions related to (i) the sale of assets of a party exceeding fifty percent (50%); (ii) any merger, takeover, consolidation or acquisition of a party with, by or into another corporation, entity or person; or (iii) a transfer of a party's issued and outstanding shares exceeding fifty percent (50%).

1 8 "Copayment" means the amount a Member is required to pay for a Covered Drug in accordance with the Plan. Copayment may include, but is not necessarily limited to, copayments, coinsurance, deductibles, transaction

Contractor Initials DG/T
Date 4/1/21

fees, access fees, or other ancillary charges paid by the Member. The State will communicate the applicable Copayment on the Set-Up Forms As set forth in Exhibit C, a Member's/EGWP Enrollee's Copayment charged for a Covered Drug will be the lesser of the applicable Copayment, AWP discount (e g MAC price for Generic Drugs), or U&C.

1 9 "Covered Drug(s)" or "Covered Product(s)" means those prescription drugs, supplies, Specialty Products and other items that are covered under the Plan, each as indicated on the Set-Up Forms.

1 10. "DIR" means any discounts, subsidies, chargebacks or rebates, cash discounts, free goods contingent on a purchase agreement, up-front payments, coupons, goods in kind, free or reduced price services, grants, or other price concessions or similar benefits offered to some or all purchasers from any source (including manufacturers, Participating Pharmacies, enrollees, or any other person) that decrease, or have the effect of decreasing, the costs incurred by ESI and its affiliates (whether directly or indirectly) with respect to the procurement or dispensing of Covered Drugs to Members under Medicare Plans such as EGWP and that would constitute "direct or indirect remuneration" under 42 C F.R. § 423 308 (without taking into account any obligation to pay or credit such amounts to the State).

1 11 "Dispensing Fee" means the pharmacy professional fee incurred at the point of sale to pay for costs in excess of the Ingredient Cost for the filling of a single Covered Drug for a Member

1.12. "Eligibility Files" means the list submitted by the State to ESI in reasonably acceptable electronic format indicating persons eligible for drug benefit coverage services under the Plan

1 13. "ERISA" means the Employee Retirement Income Security Act, as amended.

1 14. "ESI National Plus Network" means ESI's broadest Participating Pharmacy network.

1.15 "ESI Mail Pharmacy" means a duly licensed pharmacy owned or operated by ESI or one or more of its affiliates, other than an ESI Specialty Pharmacy, where prescriptions are filled and delivered to Members via mail delivery service

1.16. "ESI Specialty Pharmacy" means Accredo Health Group, Inc., Express Scripts Specialty Distribution Services, Inc., or another pharmacy or home health agency owned or operated by ESI or its affiliates that primarily dispenses Specialty Products When the ESI Mail Pharmacy dispenses a Specialty Product, it shall be considered an ESI Specialty Pharmacy hereunder.

1.17. "Exclusive or Limited Distribution Product" means a Specialty Product that is not generally available from most or all pharmacies but is restricted to select pharmacies as determined by a pharmaceutical manufacturer.

1 18. "Formulary" means the list of FDA-approved prescription drugs and supplies developed by ESI's Pharmacy and Therapeutics Committee and/or customized by the State, and which is selected and/or adopted by the State. The drugs and supplies included on the Formulary will be modified by ESI from time to time as a result of factors, including, but not limited to, medical appropriateness, manufacturer Rebate arrangements, and patent expirations. Additions and/or deletions to the Formulary are hereby adopted by the State, subject to the State's discretion to elect not to implement any such addition or deletion through the Set-Up Form process, any such election shall be considered a State change to the Formulary. ESI will inform the State at least 60 days in advance of when a drug on the Formulary is targeted to be removed from the Formulary. ESI will provide a disruption and financial impact analysis at that time.

1.19 "Generic Drug" means a prescription drug, whether identified by its chemical, proprietary, or non-proprietary name, that is therapeutically equivalent and interchangeable with drugs having an identical amount of the same active ingredient(s) and approved by the FDA, and which is identified as such in ESI's master drug file

Contractor Initials MGA

Date 5/11/21

using indicators from First Databank (or other source nationally recognized in the prescription drug industry) on the basis of a standard Brand/Generic Algorithm, a copy of which may be made available for review by the State or its Auditor upon request.

1.20. "GCN" means a standard number assigned by a drug pricing service called First DataBank The GCN identifies each strength, formulation, and route of administration of a drug entity. Each drug has its own unique GCN

1 21 "GPI" or "GPI-14" means the Generic Product Identifier reported by Medi-Span. It is a 14-character hierarchical classification that identifies drugs from their primary therapeutic use down to the unique interchangeable product regardless of manufacturer or package size.

1 22 "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, as amended and the regulations promulgated thereunder

1.23. "House Generic" shall mean a drug with the Multisource code field in Medi-Span of "O" when there is a DAW code of 3,4,5,6.

1 24 "Ingredient Cost" means the total cost for a Covered Drug on a Paid Claim, excluding Administrative Fees, Copayment, Dispensing Fees, POS Rebates, government-imposed service fees, and taxes, in accordance with the terms of the Plan.

1.25 "Limited Distribution Drug" means a Specialty Product that is available for distribution through a limited number of pharmacy providers, as determined by the pharmaceutical manufacturer.

1.26. "Lower of Member Cost Logic" means the minimum Copayment or "Lower of Pricing Logic."

1.27. "Lower of Pricing Logic" means the minimum of the following. submitted U&C, AWP discount (and/or alternative metrics such as MAC, WAC, etc.) + Dispensing Fee, and, if allowed, submitted Ingredient Cost + Dispensing Fee.

1.28. "MAC List" means a list of prescription drugs or supplies subject to maximum reimbursement payment schedules developed or selected by ESI

1.29 "Manufacturer Administrative Fees" means those administrative fees paid to ESI in connection with invoicing, allocating and collecting the Rebates under the Rebate program

1.30. "Manufacturer Derived Revenue" means revenue, compensation, credits or financial remuneration of any kind received or recovered by ESI or ESI's affiliate(s) or subcontractor utilized for Formulary rebate contracting from a pharmaceutical manufacturer directly or indirectly resulting from the State's utilization of eligible Brand Drugs by Members, including but not limited to, base rebates, access rebates, formulary placement rebates, market share incentives, promotional allowances; commissions; educational grants; drug pull-through programs, implementation allowances; rebate submission fees; and administrative or management fees.

1.31 "Maximum Reimbursement Amount" or "MRA" means the maximum unit ingredient cost payable by the State for a drug on the MAC List based on maximum reimbursement payment schedule(s) developed or selected by ESI The application of MRA pricing may be subject to certain "dispensed as written" (DAW) protocols and State defined plan design and coverage policies.

1 32 "Member" means a person enrolled in the State's prescription benefit, including enrolled eligible dependents Each person who the State-determines is eligible to receive prescription drug benefits is indicated in the Eligibility Files

Contractor Initials _____
Date 4/11/21

1 33. "Member Submitted Claim" means a paper claim submitted by a Member for Covered Drugs dispensed by a pharmacy for which the Member paid cash

1 34. "NDC11" or "NDC" means the unique National Drug Code, as reported by FDB or Medispan.

1.35. "Net Paid" or "Net Paid Claim" means the sum of Paid Claims, Reversed Claims, and Rejected Claims where each Paid Claim is equal to 1, each Reversed Claim is equal to -1, and each Rejected Claim is equal to 0.

1.36 "New-To-Market" means drugs that have only been available for purchase on the U.S market for 180 days or less, from the FDA's approval date

1.37. "Paid Claim" means a unique prescription drug claim or transaction for an eligible Member submitted by a pharmacy to ESI in a billing transmission and processed as an accepted paid claim, as indicated in ESI's response transmission

1 38. "PPACA" means the Patient Protection and Affordable Care Act of 2010, as amended and the regulations promulgated thereunder

1.39. "Participating Pharmacy" means any licensed retail pharmacy with which ESI or one or more of its affiliates has executed an agreement to provide Covered Drugs to Members, but shall not include any mail order or specialty pharmacy affiliated with any such Participating Pharmacy. Participating Pharmacies are independent contractors of ESI

1.40 "Pass-Through" means ESI shall invoice the State the same amounts reimbursed by ESI to Participating Pharmacies for any Covered Drug dispensed from such Participating Pharmacy. This pricing model will bill the State the exact Ingredient Cost, Dispensing Fee and taxes paid less Member Copayment and potential POS Rebates to the Participating Pharmacy. ESI receives no other revenue and derives no other value from any Paid Claim adjudicated at the Participating Pharmacy, either directly or indirectly, in the aggregate or otherwise, except for the fee(s) charged by ESI to a Participating Pharmacy for administrative services related to dispensing Covered Drugs to Members.

1 41. "PHI" means protected health information as defined under HIPAA.

1 42. "PMPM" means per Member per month fee, if applicable, as determined by ESI from the Eligibility Files.

1.43. "Plan" means any plan of insurance or self-insurance, including an administrative services only arrangement, sponsored or administered by the State or a subsidiary or affiliate of the State which offers or provides a prescription drug benefit.

1.44 "Prescription Drug Claim" means a Member Submitted Claim, Subrogation Claim or claim for payment submitted to ESI by a Participating Pharmacy, ESI Mail Pharmacy, or ESI Specialty Pharmacy as a result of dispensing Covered Drugs to a Member.

1.45. "Rebates" means a general, all-inclusive, and common term representing all Manufacturer Derived Revenue.

1.46. "Rejected Claim" means a prescription drug claim or transaction submitted by a pharmacy to the PBM in a Billing Transmission and subsequently rejected, as indicated in the PBM's Response Transmission.

1 47. "Repackaged NDCs" means a medication is taken from its original packaging and placed into a smaller, safer and simpler type of packaging

Contractor Initials GA

Date 9/1/21

1 48 "Reversed Claim" means a previously Paid Claim, that was submitted by the pharmacy to ESI in a billing transaction requesting a reversal of the previously paid transaction and processed as an accepted Reversed Claim, as indicated in the PBM's response transmission.

1.49 "Set-Up Forms" means any standard ESI document or form, which when completed by the State (electronic communications from the State indicating the State's approval of a Set-Up Form shall satisfy the foregoing), will describe the essential benefit elements and coverage rules adopted by the State for its Plan

1.50. "Specialty Product List" means the list of Specialty Products applicable to the State and maintained and updated by ESI from time to time. The Specialty Product List is available to the State upon request

1 51. "Specialty Products" means those injectable and non-injectable drugs on the Specialty Product List. Specialty Products, which may be administered by any route of administration, are typically used to treat chronic or complex conditions, and typically have one or more of several key characteristics, including frequent dosing adjustments and intensive clinical monitoring to decrease the potential for drug toxicity and increase the probability for beneficial treatment outcomes; patient training and compliance assistance to facilitate therapeutic goals, limited or exclusive product availability and distribution (if a drug is only available through limited specialty pharmacy distribution it is always considered a Specialty Product); specialized product handling and/or administration requirements. Specialty Products shall be determined at the GPI-14/GCN level, meaning if a single NDC within the GPI-14/GCN is considered Specialty, all NDCs within the GPI-14/GCN shall be considered Specialty (whether or not all NDCs are listed on the published specialty product list).

1.52 "Subrogation Claim" means subrogation claims submitted by any state or a person or entity acting on behalf of a state under Medicaid or similar United States or state government health care programs, for which the State is deemed to be the primary payor by operation of applicable federal or state laws

1.53. "Tax" means any applicable federal, state or local government levied amount currently in existence or hereafter enacted, calculated either on gross revenues or by transaction, whether such tax is designated a sales tax, gross receipts tax, retail occupation tax, value added tax, health care provider tax, transaction privilege tax, assessment, pharmacy user fee, wholesale distributor tax, or charge otherwise titled or styled, and whether or not the bearer of the tax is the retailer or consumer

1.54 "UM Company" means MCMC, LLC or other independent third party utilization management company contracted by ESI

1 55. "Usual and Customary Price" or "U&C" means the retail price charged by a Participating Pharmacy for the particular drug in a cash transaction on the date the drug is dispensed as reported to ESI by the Participating Pharmacy.

2. PBM Services

2.1 Eligibility/Set Up. The State will submit completed Set-Up Forms and Eligibility Files (initial and updated) on a mutually determined basis, which ESI will accurately implement Changes to the Set-Up Forms must be communicated to ESI in writing on ESI's standard forms or other mutually agreed upon method Eligibility performed manually by ESI for the State, or material changes to the Eligibility File processes requested by the State during the term may be subject to additional fees set forth in Exhibit C. The State will be responsible for all Prescription Drug Claims during the period of the Member's eligibility as indicated on the Eligibility File including for retroactively termed Members, except in the event that ESI does not accurately implement the Eligibility File.

Contractor Initials MJ 9/1

Date 9/1/21

2.2. Pharmacy Network.

a Participating Pharmacies. ESI will maintain a network(s) of Participating Pharmacies and will make available an updated or current listing of Participating Pharmacies on-line. ESI maintains multiple networks and subnetworks, and periodically consolidates networks or migrates clients to other networks and subnetworks. Participating Pharmacies are independent contractors of ESI and as such ESI does not direct or exercise any control over the Participating Pharmacies or the professional judgment exercised by any pharmacist in dispensing prescriptions or otherwise providing pharmaceutical related services at a Participating Pharmacy ESI shall have no liability to the State, any Member or any other person or entity for any act or omission of any Participating Pharmacy or its agents or employees for which ESI does not share liability

b If, due to an access concern, the State requests that ESI attempt to add a particular retail pharmacy to the network of Participating Pharmacies serving the State and its Members, ESI will make commercially reasonable efforts to add any such pharmacy to the Participating Pharmacy network for the State, provided that such pharmacy meets ESI's network participation requirements and agrees to ESI's standard terms and conditions If any such pharmacy meets ESI's network participation requirements and agrees to ESI's standard terms and conditions except for ESI's standard network rates (i.e., the particular pharmacy will only agree to higher than standard reimbursement rates), and the State nevertheless requests that ESI add such pharmacy, the rate charged to the State for Prescription Drug Claims processed through such pharmacy (assuming ESI agrees to contract with such pharmacy) will be the net ingredient cost plus the dispensing fee paid by ESI to such Participating Pharmacy (plus applicable sales or excise tax or other governmental surcharge, if any). All such Prescription Drug Claims will be excluded from the pricing guarantees set forth herein.

c. ESI will require each Participating Pharmacy to meet ESI's network participation requirements, including but not limited to licensure, insurance and provider agreement requirements ESI also performs audits (I e , electronic or on-site) of Participating Pharmacies to determine compliance with their provider agreement billing requirements ESI will attempt recovery of identified overpayments through offset, demand or other reasonable means, provided that ESI will not be required to institute litigation Recovered overpayments will be disclosed and credited to the State. Excess payment or copayment retention is not permitted. Copies of participation requirements and auditing processes are available upon request

d. ESI Mail Pharmacy. Subject to applicable law, ESI will make Members aware of the ability to fill their prescriptions through the ESI Mail Pharmacy, communicate any applicable cost savings, and provide supporting services (e g. pharmacist consultation) in connection with any prescription dispensed by the ESI Mail Pharmacy. ESI may suspend ESI Mail Pharmacy services to a Member who is in default of any Copayment amount due ESI.

e Specialty Products and ASES. Subject to applicable law, ESI will make Members aware of the ability to fill their prescriptions through the ESI Specialty Pharmacy, communicate any applicable cost savings, and provide supporting services (e g pharmacist consultation) in connection with any prescription dispensed by the ESI Specialty Pharmacy The ESI Specialty Pharmacy will be the State's exclusive specialty pharmacy for select Specialty Products included on the Specialty Product List Products included on the Specialty Product List that are deemed to be exclusive Specialty Products must be dispensed by the ESI Specialty Pharmacy. Specialty Products not deemed as exclusive on the Specialty Product List may be dispensed by Participating Pharmacies and will be excluded from any Exclusive Specialty guarantees set forth in the Agreement In no event will the ESI Mail Pharmacy or Participating Pharmacy pricing specified in the Agreement apply to Specialty Products

Contractor Initials MG/M

Date 6/11/21

i. ESI will notify the State monthly of any new Specialty Products that are introduced to the market on or after the Effective Date of this Agreement If the State has expressly excluded a specific therapy class or product, Specialty Products in those classes will automatically be excluded from coverage and will reject as "NDC Not Covered" If the State later desires to cover otherwise excluded Specialty Products, the State must notify ESI in writing that it desires to cover the Specialty Product before ESI may adjudicate the Specialty Product as a Covered Drug. The State must notify ESI in writing if it wants to exclude any Specialty Product from coverage The exclusion will be implemented within seven (7) business days after the date of ESI's receipt of such notification. ESI will not retroactively deny Prescription Drug Claims processed prior to ESI's implementation of the exclusion as provided above and the State will be responsible for the payment of such Prescription Drug Claims processed prior to the rejection of coverage

ii. ESI may provide ASES that is necessary for the proper administration of a Specialty Product. The State will be billed for such ASES as set forth in Exhibit C

iii. For Specialty Products filled through ESI Specialty Pharmacy only, Members may receive the following services from ESI Specialty Pharmacy, depending on the particular therapy class or disease state: ASES; patient intake services; pharmacy dispensing services and/or social services (patient advocacy, hardship reimbursement support, and indigent and patient assistance programs).

2.3. Claims Processing

a Claims Processing

i. ESI will perform claims processing services for Covered Drugs dispensed by Participating Pharmacies, ESI Mail Pharmacy and ESI Specialty Pharmacy. The "per RX" administrative fees set forth in Exhibit C shall be charged on a net Paid Claim basis for all claims processing services.

ii In connection with each prescription submitted for processing on-line by a Participating Pharmacy, ESI will perform standard drug utilization review ("DUR") in order to assist the dispensing pharmacist and prescribing physician in identifying potential drug interactions, incorrect prescriptions or dosages, and certain other circumstances that may be indicative of inappropriate prescription drug usage. ESI's DUR processes are not intended to substitute for the professional judgement of the prescriber, the dispensing pharmacist or any other health care professional providing services to the Member.

iii. If elected by the State, ESI will, for the applicable fee, process Member Submitted Claims in accordance with the rules in the Set-Up Forms and ESI's standard procedures.

iv. If authorized by the State on the Set-Up Forms, ESI will, for the applicable fee, process Subrogation Claims in accordance with applicable federal and state laws. If the State does not authorize ESI to process Subrogation Claims, ESI will reject any Subrogation Claims and refer claimants to the State, in accordance with applicable federal and state laws.

v ESI will defer to the State or its third party designee (as applicable) regarding the coverage of any claim under a Plan. In other words, the State will have the final responsibility for all decisions with respect to coverage of a Prescription Drug Claim and the benefits allowable under the Plan, including determining whether any rejected or disputed claim will be allowed.

Contractor Initials DFA
Date 9/1/21

b. Prior Authorization. ESI will, for the applicable fee outlined in Exhibit B-4, provide prior authorization ("PA") services as specified and directed by the State for drugs designated on the Set-Up Forms. Prior authorized drugs must meet the State-approved coverage criteria ("Guidelines") before they are deemed to be Covered Drugs In determining whether to authorize coverage of such drug under the PA program, ESI will apply only the Guidelines and will rely upon information about the Member and the diagnosis of the Member's condition provided by the prescriber. If prior authorization for a medication is not immediately available, a 72-hour emergency supply may be dispensed when the pharmacist on duty recommends it as clinically appropriate and when the medication is needed without delay. ESI will not make a determination of medical necessity, make diagnoses or substitute ESI's judgment for the professional judgment and responsibility of the prescriber

2.4 Claims for Benefits. ESI will process Member Submitted Claims and prior authorization ("PA") requests consistent with the ERISA claims rules set forth in 29 CFR Part 2560 (or applicable state law if a non-ERISA plan) ("Claims Rules") ESI will perform appeals services in connection with denied PA requests and denied Member Submitted Claims in exchange for the applicable fee as outlined in Exhibit B-4, or facilitate such services through the State or a third party of the State's choice. The State elects to have ESI perform appeals services, and the State agrees that ESI may perform such services through a third-party contracted with ESI for the performance of appeals (the "UM Company"). Through its contract with ESI, the UM Company has agreed to be, and will serve as, the named fiduciary for its performance of such appeals. ESI also agrees to accept fiduciary status solely with respect to its performance of any appeal

a UM Company. In the event ESI performs appeals services, or facilitates the performance of appeals services through a UM Company, ESI or the UM Company, as applicable, will be responsible for conducting the appeal on behalf of the State in accordance with the Claims Rules. ESI represents to the State that UM Company has contractually agreed that: (A) UM Company will conduct appeals in accordance with the Claims Rules and the State's plan, (B) the State is a third party beneficiary of UM Company's agreement with ESI (a copy of which is available upon request) and the remedies set forth therein, and (C) UM Company will indemnify the State for third party claims caused by the UM Company's negligence, willful misconduct, or breach of the UM Company's agreement with ESI in providing the appeal services

b External Review Services. The State elects to have UM Company facilitate the provision of external review services through UM company contracted independent review organizations ("IROs") (as such term is defined in the PPACA), for the applicable fees as outlined in Exhibit B-4. The State must execute a standard ESI External Appeals Services Set-Up Form, which may be requested through ESI Account Management, in order to receive such services from UM Company.

i. UM Company (with respect to facilitating the external reviews) and the IROs (with respect to performing the external reviews), and not ESI, will be providing external review services; UM Company is an independent contractor of ESI; the IROs are independent contractors of UM Company and not ESI, and ESI does not in any way control or direct either UM Company or the IROs with respect to facilitation or performance of external review services provided by each respectively

ii. ESI represents to the State that UM Company has contractually agreed that: (A) UM Company will facilitate all external review services in accordance with the PPACA and all other applicable federal and state laws; (B) UM Company will contractually require its contracted IROs to perform all external reviews in accordance with the PPACA and all other applicable federal and state laws, (C) to the extent not prohibited by law, UM Company will indemnify, defend and hold the State harmless from and against any and all losses, damages, injuries, causes of action, claims, demands and expenses (including reasonable attorney's fees, costs and expenses), arising out of resulting

Contractor Initials JJA
Date 9/1/21

from, or related to any act, omission or default by the IROs in their performance of the external reviews; and (D) the State has third party beneficiary rights to enforce the preceding indemnification and hold harmless provision

2.5 Claims Invoice Review and Reporting

a The State is currently contracted with SkySail Rx to perform ongoing, real-time electronic review and validation of PBM claim invoices as the foundation for reconciling pharmacy bills. This includes performing ongoing and ad hoc verification, analysis and reporting of all financial terms at a claims detail level. Claims Invoice Review and Monitoring are not audits but a proactive review and re-adjudication of all claims to ensure the contract is being appropriately upheld and executed by ESI. The Claims Invoice Review and Monitoring processes do not preclude the State from performing audits.

b. ESI will provide all required claims data files (with all necessary financial fields), external lists (including but not limited to Specialty, LDD, Biosimilar, and Formulary Exclusions), and invoice details to support the State's contracted vendor (currently SkySail) in performing the ongoing reviews The State's contracted vendor (currently Skysail) will be providing the following required reports to the State and ESI will assist as needed

i PBM Invoice review summary report:

- *Identifies claim adjudication errors and discrepancies from the most recent invoice,* including specific dollar amounts associated with any disputed claims.
- The contracted vendor will have access to the State's claim invoices and administrative fee invoices via e-billing to obtain invoices subject to review.
- ESI will acknowledge all invoice inquiries within two (2) business days and will provide a response to all invoice inquiries within fourteen (14) calendar days.

2 6 Account Management.

a Account Team. ESI will provide account team support for the State The account team will be the State's primary point of contact with ESI and will assist the State with matters regarding the State's benefit design, eligibility and all other matters relating to the PBM Services. The account management team will also assist the State with modeling plan benefit changes as needed.

b. Quarterly meetings, Benefit Fairs, etc. ESI agrees to attend quarterly meetings with the State to discuss plan performance and financial matters. ESI further agrees to attend open enrollment meetings and agency benefit fairs as reasonably requested by the State.

c State/Member Call Center. ESI will provide 24-hour a day, 7-days a week toll-free telephone, IVR and Internet support to assist the State, the State's agents and Members with Member eligibility and benefits verification, location of Participating Pharmacies or other related Member concerns. Designated call center staff will be trained and familiar with the State's benefit design in order to assist the State, the State's agents, and Members.

2.7 Formulary Support and Rebate Management

a. Formulary Adherence and Clinical Programs ESI may provide clinical, safety, adherence, and other like programs as appropriate ESI will not implement any program for which the State may incur an additional fee without the State's prior written approval and election of such program.

Contractor Initials
Date 9/1/21

b. ESI may provide clinical, safety, adherence, and other like programs as described in Exhibit C-2 which sets forth certain available adherence, clinical, safety and/or trend programs that require additional fees hereunder. The parties understand that Exhibit C-2 sets forth those programs that are available as of the Effective Date. ESI may add or delete programs from time to time; however, ESI agrees that the pricing for those programs set forth in Exhibit C-2 will not change during the term of this Agreement. Any other changes to Exhibit C-2, including pricing for new programs, will be promptly communicated to the State by ESI. ESI will not implement any program for which the State may incur an additional fee without the State's prior written approval and election of such program.

c Rebates Subject to the remaining terms of this Agreement, ESI will pay to the State the amounts set forth in Exhibit C

2.8 Exclusivity During the Term, ESI will be the State's exclusive provider of PBM Services for the State's Plans offering a prescription benefit. The financial terms set forth in Exhibit C are conditioned on that exclusivity

2 9 Claims Data Retention. ESI will retain the State's claims data for a total of ten (10) years from the date the prescription is filled. Thereafter ESI will dispose of such data in accordance with its standard policies and practices and applicable state and federal law. Disposition of PHI shall be in accordance with the Business Associate Agreement

2.10 Claims Data to Vendor Upon the State's written request and at no additional charge, ESI will provide regular prescription claims data in ESI's standard format(s) to the State's vendors ("Vendors") for disease management, flexible savings account and other "payment", "treatment" and "healthcare operations" purposes (as defined under HIPAA). Requests for retrieval of data beyond thirty (30) months are subject to the hourly custom programming charge set forth in Exhibit C, provided however that the State shall be entitled to two (2) retrievals of data beyond thirty (30) months during the term of this Agreement, or following termination of this Agreement, without charge.

2 11 De-Identified Claims Data. ESI or its affiliates may use and disclose both during and after the term of this Agreement the anonymized claims data (de-identified in accordance with HIPAA, and other relevant state and federal laws) including drug and related medical data collected by ESI or provided to ESI by the State for research, provider profiling; benchmarking, drug trend, and cost and other internal analyses and comparisons, clinical, safety and/or trend programs, ASES; or other business purposes of ESI or its affiliates, in all cases subject to applicable law and the terms of this Agreement.

2 12 State Audits. Provided that the State is current in the payment of invoices under this Agreement, the State may, upon no less than thirty (30) days prior written request, audit ESI's provision of services hereunder, the scope of which shall be to verify compliance with the financial terms of this Agreement, on an annual basis consistent with the Audit Protocol set forth in Exhibit B-3. The State may use an independent third party auditor ("Auditor"), so long as such Auditor has no conflict that would interfere with the scope or independent nature of the audit (as determined by the parties acting reasonably and in good faith), and provided that the State's Auditor executes a mutually acceptable confidentiality agreement Any request by the State to permit an Auditor to perform an audit will constitute the State's direction and authorization to ESI to disclose PHI to the Auditor.

2.13 Performance Standards. ESI will conform to the performance standards set forth in Exhibit C-5 hereto. In addition to the State's rights outlined in the P-37, the payments set forth in Exhibit C-5 represent the State's sole monetary remedy for any failure by ESI to meet a performance standard in addition to any correction or reimbursement associated with payment or billing errors.

Contractor Initials MS/A
Date 1/12/21

3 HIPAA AND CONFIDENTIAL INFORMATION

3.1 HIPAA. The parties agree that as relates to use and disclosure of PHI, electronic transaction standards and security of electronic PHI under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended, they are subject to the terms of the Business Associate Agreement set forth in Addendum D. The parties further agree that ESI Specialty Pharmacy and ESI Mail Pharmacy are acting as covered entities under HIPAA and not as business associates to the Plan and shall abide by all HIPAA requirements accordingly.

3.2 Confidential Information

a The parties agree that it is ESI's position that the following constitutes confidential and proprietary information ("Confidential Information"): *(i) ESI's reporting and other web-based applications,* eligibility and adjudication systems, system formats and databanks (collectively, "ESI's Systems"), clinical or formulary management operations or programs, fraud, waste and abuse tools and programs, anonymized claims data (de-identified in accordance with HIPAA); ESI Specialty Pharmacy and ESI Mail Pharmacy data; information and contracts relating to Rebates and Manufacturer Administrative Fees, prescription drug evaluation criteria, drug pricing information, and Participating Pharmacy agreements; and (ii) with respect to State: State and Member identifiable health information and data, Eligibility Files, Set-Up Form information, business operations and strategies Neither party will use the other's Confidential Information, or disclose it to any third party (other than State attorneys and accountants or other third parties, including consultants, subject to appropriate confidentiality agreements with ESI), at any time during or after termination *of this Agreement, except as specifically contemplated by this Agreement or upon prior written* consent, which will not unreasonably be withheld. Upon termination of this Agreement, each party will cease using the other's Confidential Information, and all such information will be returned or destroyed upon the owner's direction, except the State will own all previously received claim and rebate information Confidential Information does not include information which is or becomes generally available to the public, was within the recipient's possession or knowledge prior to its being furnished to the recipient pursuant to this Agreement, or is independently developed by the recipient under circumstances not involving a breach of this Agreement The determination of confidential information is subject to NH RSA 91-A and other applicable State of New Hampshire and federal law as more fully addressed in Section 7 3 (Open Records Requests).

b Each party agrees that it will not, and will not permit any third party acting on its behalf to, access, attempt to access, test or audit the other party's Systems or any other system or network connected to such Systems. Without limiting the foregoing, neither party will access or attempt to access any portion or feature of either party's Systems, by circumventing such Systems access control measures, either by hacking, password "mining" or any other means; or probe, scan, audit or test the vulnerability of such Systems, nor breach the security or authentication measures of such Systems.

4 COMPLIANCE WITH LAW, FIDUCIARY ACKNOWLEDGMENTS, FINANCIAL DISCLOSURE

4.1 Compliance with Law, Change in Law. Each party shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits The State shall be responsible for any governmental or regulatory charges and taxes imposed upon or related to the services provided hereunder. With respect to any Plan that is subject to the provisions of ERISA, the State (or the plan sponsor if a party other than the State) 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 If there is a new or change in federal or state laws or regulations or the interpretation

Contractor Initials
Date 9/11/21

thereof, or any government, 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 the parties may mutually agree on an appropriate modification of the services, reimbursement rates, Administrative Fees and/or Rebates hereunder. If the parties cannot agree on a modification or adjusted fee or rates, then either party may terminate this Agreement on ninety (90) days after the new law takes effect

4.2 Fiduciary Acknowledgements. ESI offers pharmacy benefit management services, products and programs for consideration by all clients, including the State. The general parameters of these products and the systems that support these products, have been developed by ESI as part of ESI's administration of its business as a PBM The parties agree that they have negotiated the financial terms of this Agreement in an arm's-length fashion. The State acknowledges and agrees that, except for the limited purpose set forth in Section 2.4, neither it nor the Plan intends for ESI to be a fiduciary (as defined under ERISA or state law) of the Plan, and, except for the limited purpose as set forth in Section 2 4, neither will name ESI or any of ESI's wholly-owned subsidiaries or affiliates as a "plan fiduciary." The State further acknowledges and agrees that neither ESI nor any of ESI's wholly-owned subsidiaries or affiliates: (a) have any discretionary authority or control respecting management of the Plan's prescription benefit program, or (b) exercise any authority or control respecting management or disposition of the assets of the Plan or the State. The State further acknowledges that all such discretionary authority and control with respect to the management of the Plan and plan assets is retained by the State or the Plan. Upon reasonable notice, ESI will have the right to terminate PBM Services to any Plan located in a state requiring a pharmacy benefit manager to be a fiduciary to the State or a Plan in any capacity

4.3 Disclosure of Certain Financial Matters. In addition to the Fees paid to ESI by the State, ESI and ESI's wholly-owned subsidiaries or affiliates derive revenue in one or more of the ways as further described in the Financial Disclosure to ESI PBM Clients set forth in Addendum C hereto ("Financial Disclosure"), as updated by ESI from time to time. The revenues described in the Financial Disclosure are not direct or indirect compensation to ESI from the State for services rendered to the State or the Plan under this Agreement. In negotiating any of the fees and revenues described in the Financial Disclosure or in this Agreement, ESI and ESI's wholly-owned subsidiaries and affiliates act on their own behalf, and not for the benefit of or as agents for the State, Members or the Plan. ESI and ESI's wholly-owned subsidiaries and affiliates retain all proprietary rights and beneficial interest in such fees and revenues described in the Financial Disclosure and, accordingly, the State acknowledges that neither it, any Member, nor the Plan, has a right to receive, or possesses any beneficial interest in, any such fees or revenues, provided, that ESI will pay the State amounts equal to the amounts expressly set forth in Exhibit C.

5 TERM AND TERMINATION, DEFAULT, REMEDIES

5.1 Term. This Agreement is effective upon Governor and Executive Council ("G&C") approval. Implementation activities shall commence within seven days of G&C approval. Payments for contractual services shall commence January 1, 2022 and shall not be made during the implementation period. The administrative services outlined in this Agreement will commence as of January 1, 2022 and will continue for a period of three (3) years ("Initial Term") with the option to extend for up to two additional years as mutually agreed and approved by G&C. The Initial Term plus any renewal terms will be known as the Term ("Term")

a. Parties agree that the State may terminate the EGWP prior to December 31, 2024. The State provides medical benefits to its Medicare population through a Medicare Advantage Plan and will be reviewing if there are savings opportunities with integrating the prescription drugs into a MAPD

Contractor Initials MJA
Date 9/1/21

5 2 Termination

a Termination Without Cause. The State may elect to terminate this agreement upon a thirty (30) days prior written notice of such termination to ESI pursuant to section 9.1 of the P-37 above.

b Non-Payment. Notwithstanding anything to the contrary herein, ESI (and its wholly-owned subsidiaries) may terminate or suspend their performance hereunder and cease providing or authorizing provision of Covered Drugs to Members upon 30 days written notice if the State fails to pay ESI in accordance with the terms of this Agreement ESI will attempt collection through written and verbal communications with the State prior to sending the notice described herein.

i If State disputes any item on any invoice, Sponsor shall pay the invoice in full and notify ESI, in writing, of the specific reason and amount of any dispute. ESI and State will work together, in good faith, to resolve any dispute as soon as reasonably practicable, and ESI will refund promptly to State the amount, if any, as the parties agree based on the resolution

c Obligations Upon Termination. Upon notice of termination of this Agreement, the parties will mutually develop a run-off plan providing for: (i) State notification to Members of the timing of any transition to a successor pharmacy benefit manager at least thirty (30) days prior to the effective date of such termination; (ii) ESI's provision of open ESI Mail Pharmacy refill files and standard claims data and PA files for transition to the successor pharmacy benefit manager in accordance with then existing industry protocol; and (iii) whether the State elects for ESI to process Participating Pharmacy or Member Submitted Claims for prescriptions filled during the Term but filed with ESI after the effective date of termination ("Termination Date") The State will continue to pay ESI in accordance with this Agreement for any Fees for PBM Services provided during the term and any run-off period. ESI will continue filing for Rebates for claims incurred prior to the Termination Date and will, subject to final reconciliation of any outstanding amounts owed by the State to ESI, pay the State Rebates for such claims in accordance with the Rebate payment schedule set out herein Notwithstanding anything in this Agreement to the contrary, ESI shall not be obligated to provide post-transition services following the transition to the successor pharmacy benefit manager and conclusion of the run-off period, including, but not limited to, the provision of continued data reporting, reporting, consultation, or analysis.

5.3 Remedies.

a. Force Majeure Neither party will lose any rights under this Agreement or be liable in any manner for any delay to perform its obligations under this Agreement that are beyond a party's reasonable control, including, without limitation, any delay or failure due to riots, earthquakes, storms, floods or other extreme weather conditions, fires, acts of terrorism, epidemics, embargoes, war or other outbreak of hostilities, government acts or regulations that disrupt or restrict ESI's ability to perform the Scope of Services, the failure or inability of carriers, suppliers, or telecommunications providers to provide services necessary to enable a party to perform its obligations hereunder, or any other reason where failure to perform is beyond the party's reasonable control, and is not caused by the negligence, intentional conduct or misconduct of the defaulting party; *provided, however*, that this clause may not be invoked to excuse a party's payment obligations hereunder ESI represents that it maintains and continually updates a business continuity plan designed to mitigate any disruption to the services provided by ESI under this Agreement. The parties acknowledge and agree that this Agreement was entered into following the COVID-19 outbreak and that any such disruption, delay, or other impact may have been reasonably foreseeable at the time this Agreement was entered into by the parties and may excuse performance under this Agreement.

Contractor Initials DSA

Date 4/1/21

5 4 Survival. The parties' rights and obligations under Sections 3 and 4; and Sections 5 2(c), 5.3, 6.1, and 6 3 as well as relevant portions of the P-37, will survive the termination of this Agreement.

6 MISCELLANEOUS

6 1 Trademarks Each party acknowledges each other party's sole and exclusive ownership of its respective trade names, commercial symbols, trademarks, and servicemarks, whether presently existing or later established (collectively "Marks") No party shall use the other party's Marks in advertising or promotional materials or otherwise without the owner's prior written consent

6 2 Taxes and Assessments. Any applicable sales, use, excise, or other similarly assessed and administered tax, surcharge, or fee imposed on items dispensed, or services provided hereunder, or the fees or revenues generated by the items dispensed or services provided hereunder, or any other amounts ESI or one or more of its subsidiaries or affiliates may incur or be required to pay arising from or relating to ESI's or its subsidiaries' or affiliates' performance of services as a pharmacy benefit manager, third-party administrator, or otherwise in any jurisdiction, will be the sole responsibility of the State or the Member

6 3 Open Records Requests ESI acknowledges that the State, as a government agency, may be subject to applicable freedom of information or open records laws and must, upon request, disclose such materials as are covered by and not exempted from such laws The State acknowledges that it is ESI's position that certain information is proprietary and confidential to ESI and may be exempt from disclosure if permitted by law The State agrees to give ESI notice and the minimum statutory or regulatory period of time to oppose, request redactions or limitations on any disclosures under a third party freedom of information or open records request pertaining to this Agreement or any proposal related hereto. This provision shall survive termination of the Agreement.

Contractor Initials BGA
Date 4/1/21

EXHIBIT B-2

Employer-Only Sponsored Group Waiver Plan (EGWP) Addendum

1. **Construction.** Unless otherwise stated herein, the terms and conditions of the Agreement shall apply to services provided to the State's EGWP Members by ESI by and through its affiliate, Medco Containment Life Insurance Company, a Pennsylvania corporation, ("MCLIC") only insofar as such services are provided to the State's EGWP Members (as defined herein). In addition, the terms and conditions set forth in this EGWP Addendum shall apply to services provided by MCLIC to the State's EGWP Members In the event there is a conflict between the terms and conditions in the Agreement and in this EGWP Addendum, the terms and conditions in this EGWP Addendum shall control, but only as they relate to services provided to EGWP Members Capitalized terms not otherwise defined in this EGWP Addendum shall have the meaning ascribed to them in the Agreement.

2. **Acknowledgements.** The parties agree and acknowledge as follows

   A MCLIC is an approved CMS-contracted prescription drug plan ("PDP") sponsor for an Employer Group Waiver Plan PDP in accordance with CMS regulations and has received approval from the Centers for Medicare and Medicaid Services ("CMS") to serve as a Prescription Drug Plan Sponsor (a "PDP Sponsor") and to provide prescription drug coverage that meets the requirements of, and pursuant to, the Voluntary Prescription Drug Benefit Program set forth in Part D of the Medicare Prescription Drug, Improvement, and Modernization Act of 2003, 42 U.S.C §1395w-101 through 42 U.S C. §1395w-152 (the "Act") and all applicable and related rules, regulations, and guidance promulgated, issued or adopted by CMS or other governmental agencies with jurisdiction over enforcement of the Act, including, but not limited to, 42 C F.R. §423.1 through 42 C.F.R §423.910 (with the exception of Subparts Q, R, and S), and the terms of any PDP Sponsor contract between CMS and MCLIC (collectively, the "Medicare Drug Rules"); and

   B Pursuant to the waivers granted by CMS under 42 U.S C. §1395w-132(b), MCLIC offers employer-only sponsored group waiver plans ("EGWPs") to employers that wish to provide prescription drug benefits to their Part D Eligible Retirees (as defined below) in accordance with the Medicare Drug Rules, and

   C. MCLIC provides services hereunder through itself and its affiliates, including Express Scripts, Inc. ("ESI"), and

   D. The State currently provides a prescription drug benefit (the "Current Benefit") to its Part D Eligible Retirees (as defined below) pursuant to a non-Medicare, self-insured welfare benefit plan, and

   E. The State desires to contract with MCLIC to offer a prescription drug benefit to the State's Part D Eligible Retirees pursuant to an EGWP that is substantially similar in design to the Current Benefit (the "EGWP Benefit," as further defined below), and

   F. Provided that the EGWP Benefit meets the actuarial equivalence standards of the Medicare Drug Rules, as more fully described below, MCLIC desires to offer the EGWP Benefit to the State's Part D Eligible Retirees in accordance with the Medicare Drug Rules and pursuant to the terms and conditions of the Agreement and this EGWP Addendum.

3. **Definitions.**

"Commercial Benefit" means the prescription drug benefit covering the State's Members and administered pursuant to the Agreement.

"Coverage Gap" means the stage of the benefit between the initial coverage limit and the catastrophic coverage threshold, as described in the Medicare Part D prescription drug program administered by the United States federal government.

"Coverage Gap Discount" means the manufacturer discounts available to eligible Medicare Part D beneficiaries receiving applicable, covered Medicare Part D drugs, while in the Coverage Gap

Contractor Initials JGH
Date 9/1/21

"Coverage Gap Discount Program" means the Medicare program that makes manufacturer discounts available to eligible Medicare Part D beneficiaries receiving applicable, covered Medicare Part D drugs, while in the Coverage Gap

"EGWP Enrollment File" means the list(s) submitted by the State to MCLIC, in accordance with Section 2, indicating the Part D Eligible Retirees that the State has submitted for enrollment in the EGWP Benefit, as verified by MCLIC through CMS enrollment files. For all other purposes under the Agreement, the "EGWP Enrollment File" shall also be considered an "Enrollment File."

"EGWP Benefit" means the prescription drug benefit to be administered by MCLIC under this EGWP Addendum, as defined in the Recitals above and as further described in the State plan document, its summary plan description, and its summary of benefits, as may be amended from time to time in accordance with the terms of this EGWP Addendum

"EGWP Member" means each Part D Eligible Retiree who is enrolled in the EGWP Benefit in accordance with the terms of this EGWP Addendum. For all other purposes under the Agreement, every EGWP Member shall also be deemed to be a Member.

"EGWP Plus" means a prescription drug benefit plan design that provides non-Medicare EGWP coverage supplemental to the standard Part D benefit, and is defined by CMS as other health or prescription drug coverage, and as such, the Coverage Gap Discount is applied before any additional coverage beyond the standard Part D benefit.

"Late Enrollment Penalty" or "LEP" means the financial penalty incurred under the Medicare Drug Rules by Medicare Part D beneficiaries who have had a continued gap in creditable coverage of sixty-three (63) days or more after the end of the beneficiary's initial election period, adjusted from time to time by CMS.

"Medicare Formulary" means the list of prescription drugs and supplies developed, implemented and maintained in accordance with the Medicare Drug Rules for the EGWP Benefit.

"Medicare Rebate Program" means MCLIC's or its affiliates' manufacturer rebate program under which MCLIC or its affiliates contract with pharmaceutical manufacturers for Rebates payable on selected Covered Drugs that are reimbursed, in whole or in part, through Medicare Part D, as such program may change from time to time.

"Part D" or "Medicare Part D" means the Voluntary Prescription Drug Benefit Program set forth in Part D of the Act

"Part D Eligible Retiree" means an individual who is (a) eligible for Part D in accordance with the Medicare Drug Rules, (b) not enrolled in a Part D plan (other than the EGWP Benefit), and (c) eligible to participate in the State's Current Benefit

"Prescription Drug Plan" or "PDP" shall have the meaning set forth in the Medicare Drug Rules.

"True Out-of-Pocket Costs" or "TrOOP" means costs incurred by an EGWP Member or by another person on behalf of an EGWP Member, such as a deductible or other cost-sharing amount, with respect to Covered Drugs, as further defined in the Medicare Drug Rules.

"Vaccine Claim" means a claim for a Covered Drug which is a vaccine.

4. **Plan Status Under Applicable Laws; Enrollment and Disenrollment in the EGWP Benefit.**

A. Medicare Part D. The State and MCLIC acknowledge and agree as follows

1. The design of and administration of the EGWP Benefit is subject to the applicable requirements of the Medicare Drug Rules The State shall provide all information and documents as may be reasonably required to administer the EGWP Benefit.

2. If the number of the State's Part D Eligible Retirees is materially reduced or eliminated for any reason, MCLIC may communicate with those persons at MCLIC's expense regarding alternative Medicare Part D options, including alternative Medicare Part D services offered by MCLIC or one or

Contractor Initials DSA
Date 9/1/21

more of its affiliates, and the program pricing terms hereunder may be equitably modified by MCLIC to reflect the reduction or elimination of the number of Part D Eligible Retirees

B Group Enrollment Subject to each individual's right to opt out, as described below, The State shall enroll Part D Eligible Retirees in the EGWP Benefit through a group enrollment process, as further described in and permitted under the Medicare Drug Rules. The State agrees that it will comply with all applicable requirements for group enrollment in EGWPs as set forth in the Medicare Drug Rules, and as described and required by MCLIC's policies and procedures.

C EGWP Enrollment File No later than sixty (60) days prior to the Effective Date and the first day of each EGWP Benefit enrollment period thereafter, so long as this EGWP Addendum is in effect, State shall provide an EGWP Enrollment File to MCLIC via the communication medium reasonably requested by MCLIC that lists those Part D Eligible Retirees for whom the State intends to make application for enrollment in the EGWP Benefit (i.e., those Part D Eligible Retirees who have not opted out of the group enrollment process) for that contract year. State represents and warrants that all information it provides to MCLIC in the EGWP Enrollment File will be complete and correct State shall communicate all new enrollments (i.e., individuals who become eligible to participate in the EGWP Benefit outside of an annual election period), requested retroactive enrollments of Part D Eligible Retirees, and disenrollments from the EGWP Benefit via the communication medium reasonably requested by MCLIC. MCLIC agrees to process retroactive enrollment requests pursuant to the requirements of the Medicare Drug Rules.

D. Implementation

1 MCLIC's Responsibilities. MCLIC shall implement the EGWP Enrollment File following confirmation of the Medicare Part D eligibility of the Part D Eligible Retirees listed on the EGWP Enrollment File with CMS enrollment files. A Part D Eligible Retiree will not be enrolled in the EGWP Benefit unless such individual is listed on both the EGWP Enrollment File submitted by State and the CMS eligibility files The State acknowledges and agrees that MCLIC may update in the EGWP Enrollment File any information concerning Part D Eligible Retirees upon receipt of corrected information from CMS, and MCLIC may use such corrected information to obtain a Part D Eligible Retiree's enrollment For all Part D Eligible Retirees that have been included by the State in the EGWP Enrollment File, but who are ultimately determined to be ineligible for participation in the EGWP Benefit, MCLIC or its affiliates shall notify the individual of his or her ineligibility in the EGWP Benefit and take all other action as required by applicable law. MCLIC shall communicate to the State any changes to a Part D Eligible Retiree's information in the EGWP Enrollment File based upon updates or corrections received from CMS.

2 Incomplete EGWP Enrollment File Information The State's submission to MCLIC of an inaccurate or incomplete EGWP Enrollment File (e.g., missing Medicare Beneficiary Identifier (MBI), date of birth, last name, first name, gender, address, etc) or otherwise incomplete information with respect to any individual Part D Eligible Retiree may result in a rejection of the Part D Eligible Retiree's enrollment in the EGWP Benefit. The State acknowledges and agrees that MCLIC may contact the State's Part D Eligible Retirees to obtain the information required hereunder and that MCLIC will update the EGWP Enrollment File on the State's behalf to reflect additional information needed to complete enrollment of the Part D Eligible Retirees. If MCLIC, using reasonable efforts, is not able to obtain all missing information from a Part D Eligible Retiree within twenty-one (21) days after receiving the State's initial request for enrollment of the Part D Eligible Retiree in the EGWP Benefit, then the State's request shall be deemed cancelled and MCLIC or its affiliates shall notify the individual of his or her enrollment denial and non-enrollment in the EGWP Benefit and shall take all other action as required by applicable law

3 Effective Date of Enrollment into EGWP Benefit. Notwithstanding any provision of this EGWP Addendum to the contrary, the effective date of enrollment for any Part D Eligible Retiree who MCLIC seeks to enroll in the EGWP Benefit hereunder shall be the date of enrollment requested for that Part D Eligible Retiree by the State on the EGWP Enrollment File, subject to any adjustments that MCLIC may make relating to eligibility verification or eligibility processing rules reasonably agreed upon by the parties

Contractor Initials MJA
Date 9/1/21

E Involuntary Disenrollment. If the State determines that an EGWP Member is no longer eligible to participate as an EGWP Member in the EGWP Benefit for reasons such as loss of the State's eligibility or residence outside of the service area (an "Ineligible Enrollee"), the State shall notify MCLIC at least twenty-five (25) days before disenrollment effective date Such Ineligible Enrollee shall be notified about involuntary disenrollment and disenrolled in accordance with the Medicare Drug Rules. If CMS determines that an EGWP Member is no longer eligible to participate as an EGWP Member in the EGWP Benefit (an "Ineligible Enrollee"), upon notification to MCLIC, such Ineligible Enrollee shall be notified and disenrolled in accordance with the Medicare Drug Rules.

F. Voluntary Disenrollment. If an EGWP Member makes a voluntary request to be disenrolled from the EGWP Benefit (the "Voluntary Disenrollee") to the State, then the State shall notify MCLIC within two (2) business days of its receipt of the request for disenrollment, in a manner and format agreed upon by the parties. If the State does not timely notify MCLIC of such Voluntary Disenrollee's disenrollment in the EGWP Benefit, then MCLIC shall submit a retroactive disenrollment request to CMS The State acknowledges that CMS may only grant up to a ninety (90) day retroactive disenrollment in such instances. If the Voluntary Disenrollee makes his or her request directly to MCLIC, then MCLIC shall direct the Voluntary Disenrollee to initiate the disenrollment with the State:

G Group Disenrollment. If, upon the expiration of the then current term of this EGWP Addendum, the State plans to disenroll its EGWP Members from the EGWP Benefit using a group disenrollment process, then the State shall implement the following procedures·

1. Notification to EGWP Members. The State shall provide at least twenty-one (21) days (or such other minimum days' notice as required by the Medicare Drug Rules, if longer) prior written notice to each EGWP Member that the State plans to disenroll him or her from the EGWP Benefit and shall include with such written notification an explanation as to how the EGWP Member may contact CMS for information on other Medicare Part D options that might be available to the EGWP Member, and

2 Information to MCLIC. The State shall provide all the information to MCLIC that is required for MCLIC to submit a complete disenrollment request transaction to CMS, as set forth in the Medicare Drug Rules. The State shall transmit the complete and accurate disenrollment file to MCLIC (i) no later than twenty-five (25) days prior to the group disenrollment effective date, and (ii) in the case of a group disenrollment with an effective date of January 1 of the applicable calendar year, by no later than the deadline communicated to the State by MCLIC

H. Responsibility for Claims After Loss of Eligibility or Disenrollment. The State shall be responsible for reimbursing MCLIC pursuant to the billing provisions of the Agreement for all Prescription Drug Claims processed by MCLIC, including those. (a) with respect to an Ineligible Enrollee during any period in which the EGWP Enrollment File indicated that such Ineligible Enrollee was eligible, and (b) with respect to a Voluntary Disenrollee, in the event the State did not provide timely notice to MCLIC of such disenrollment as set forth herein

Effect On Commercial Benefit. By requesting a Member's enrollment as an EGWP Member in the EGWP Benefit, the State represents that such EGWP Member's eligibility as a Member in the Commercial Benefit (except for EGWP supplemental coverage) will immediately terminate. Upon a Member's enrollment as an EGWP Member in the EGWP Benefit, the State must communicate to MCLIC that the EGWP Member's eligibility as a Member in the Commercial Benefit has terminated through the Enrollment Files. Until the State communicates to MCLIC that the Member's eligibility in the Commercial Benefit has terminated, coverage under the Commercial Benefit and the terms and conditions applicable thereto will remain in effect for that Member

I Retroactive Payments / Enrollment and Disenrollment MCLIC may receive or recoup payments from CMS based upon retroactive enrollments to the EGWP Benefit or retroactive disenrollments from the EGWP Benefit under this EGWP Addendum. To the extent MCLIC has agreed in this EGWP Addendum to pay the State amounts equal to such payments, MCLIC shall pay such amounts to the State within forty-five (45) days

Contractor Initials

Date 7/1/21

of MCLIC's receipt of payments from CMS, provided, further, that any related EGWP PMPM Fees (as defined below) associated with the retroactive enrollment or disenrollment shall be adjusted in accordance with the applicable terms of this EGWP Addendum.

5. **Prescription Drug Services.**

A Prescription Drug Services In exchange for the fees set forth in Exhibit C of the Agreement, MCLIC will administer the EGWP Benefit for EGWP Members in accordance with the terms and conditions of this EGWP Addendum All such administrative services shall be provided by MCLIC in accordance with the Medicare Drug Rules and the terms of the EGWP Benefit.

B. Actuarial Equivalence The EGWP Benefit must satisfy all actuarial equivalence standards set forth in the Medicare Drug Rules. If MCLIC performs a review, the State hereby agrees to cooperate with MCLIC to perform the necessary actuarial equivalence calculations to determine whether the EGWP Benefit meets the foregoing actuarial equivalence standards prior to the Effective Date. If MCLIC determines that the EGWP Benefit does not meet the actuarial equivalence standards, then the State shall cooperate with MCLIC to make necessary adjustments to the EGWP Benefit design to meet the actuarial equivalence standards

C. Changes to the EGWP Benefit The State shall have the right to request changes to the terms of the EGWP Benefit from time to time by providing written notice to MCLIC MCLIC shall implement any such requested changes, subject to the following conditions: (a) all changes to the EGWP Benefit must be consistent with and implemented in the time and manner permitted by the Medicare Drug Rules, (b) the EGWP Benefit, after implementation of such changes, must continue to meet the actuarial equivalence standards referenced above, and (c) any requested change that would increase MCLIC's costs of administering the EGWP Benefit without an equivalent increase in reimbursement to MCLIC from the State shall not be implemented unless and until the State and MCLIC agree in writing upon a corresponding amendment to the reimbursement terms of this EGWP Addendum.

D. EGWP Member Communications. All standard EGWP Member communications concerning the EGWP Benefit (e g., benefit overview document, formulary booklet, etc.) shall be mutually developed by MCLIC and the State pursuant to the Medicare Drug Rules, including the CMS Marketing Guidelines contained therein. Pursuant to the Medicare Drug Rules, MCLIC must ensure all such EGWP Member communications, whether created and/or distributed by either State or MCLIC, are CMS compliant, and provide such to CMS upon request. If CMS notifies MCLIC that any such EGWP Member communication is deficient, the State agrees to assist MCLIC to make necessary revisions to correct such deficiency

E. Claims Processing.

1. COB MCLIC will coordinate benefits with state pharmaceutical assistance programs and entities providing other prescription drug coverage consistent with the Medicare Drug Rules

2. TrOOP. MCLIC will establish and maintain a system to record EGWP Members' TrOOP balances, and shall communicate TrOOP balances to EGWP Members upon request. MCLIC will provide 24-hours a day, 7-days a week toll-free telephone, IVR and Internet support to assist the State and EGWP Members with TrOOP verification.

3. EOBs. MCLIC will furnish EGWP Members, in a manner specified by CMS, a written or electronic explanation of benefits ("EOB") when prescription drug benefits are provided under qualified prescription drug coverage consistent with the requirements of the Medicare Drug Rules

F. Formulary and Medication Management. MCLIC or its affiliates will maintain a pharmacy and therapeutics committee ("P&T Committee") in accordance with the Medicare Drug Rules, which will develop a Medicare Formulary to be selected by the State for the EGWP Benefit. All Covered Drugs on the Medicare Formulary shall be Part D drugs or otherwise permitted to be covered by a PDP under the Medicare Drug Rules. The State acknowledges and agrees that the Medicare Formulary may not be modified by removing Covered Drugs, adding additional utilization management restrictions, making the cost-sharing status of a drug less beneficial or otherwise modified in a manner not consistent with the Medicare Drug Rules.

Contractor Initials MJ/A

Date 9/1/21

G Medication Therapy Management. For the fees identified on Exhibit C of the Agreement, MCLIC or its affiliates will implement a Medication Therapy Management program that is designed to ensure that Covered Drugs prescribed to targeted EGWP Members are appropriately used to optimize therapeutic outcomes through improved medication use, and reduce the risk of adverse events, including adverse drug interactions

H. Late Enrollment Penalty. The State agrees to and attests that it shall comply with the applicable CMS requirements of the LEP and shall comply with MCLIC's LEP policy, inducing participating with MCLIC in the following process

1. The State has an option to (i) provide an initial global attestation to MCLIC to attest to creditable coverage for all of its EGWP Members, or (ii) periodically provide an attestation to MCLIC to attest to creditable coverage for its EGWP Members listed on the LEP report provided to the State by MCLIC.

2. If the State elects to periodically attest to MCLIC under the preceding subsection, then

a. The State's response shall be delivered to MCLIC within five (5) business days from the receipt of LEP report from MCLIC;

b. The State shall provide MCLIC with the file listing all EGWP Members for whom the State was unable to attest, and

c. MCLIC shall also mail an attestation to each EGWP Member that has a gap in coverage as defined by CMS.

3. The State will provide MCLIC with an attestation in MCLIC's standard form, which will be provided to the State upon request, and a file listing of all the EGWP Members included in the attestation.

4. MCLIC will collect responses to the attestations from the State or EGWP Members and submits EGWP Members information to CMS for processing and determination of applicable LEP.

5. CMS calculates the LEP amount and transmits the LEP amount to MCLIC on the daily TRR file, which is communicated to the State. MCLIC shall invoice the State for payment of the LEP. The State may elect to either pay for the LEP on behalf of the EGWP Member, or seek reimbursement of the LEP amount from the EGWP Member This election must be made prior to the beginning of each plan year and must be applied consistently by the State for all EGWP Members throughout each plan year.

I. Organized Health Care Arrangement. The parties agree that with respect to the EGWP Benefit, the State and MCLIC are party to an Organized Health Care Arrangement under 45 C.F.R. § 160 103

6. Document Retention and Government Audit.

A. Document Retention. MCLIC and the State will maintain, for a period of the then current plan year plus an additional ten (10) years, the applicable books, contracts, medical records, patient care documentation, and other records relating to covered services under this Amendment, including those relating to the collection of monthly premiums as set forth herein.

B. Government Audit. MCLIC and the State agree to allow the United States Department of Health and Human Services ("DHHS") and the Comptroller General, or their designees, the right to audit, evaluate, collect, and inspect books, contracts, medical records, patient care documentation and other records relating to covered services under this EGWP Addendum, as are reasonably necessary to verify the nature and extent of the costs of the services provided to EGWP Members under this EGWP Addendum, for a period of the then current plan year, plus an additional ten (10) years following termination or expiration of the EGWP Addendum for any reason, or until completion of any audit, whichever is later.

Contractor Initials

Date 9/1/21

7. **Monthly Premiums; Fees; Billing and Payment.**

A. Monthly Premiums

1. Collection of Monthly Premium Amounts. In accordance with the Medicare Drug Rules, MCLIC hereby delegates the premium collection function to the State and hereby directs the State, on behalf of MCLIC, to collect all monthly premium payments due from EGWP Members for participation in the EGWP Benefit In connection with MCLIC's delegation of the premium collection function to the State under this Section 7 A.1, the State hereby agrees as follows:

   a That in no event, including, but not limited to, nonpayment by MCLIC of any amounts due by MCLIC to the State pursuant to this EGWP Addendum, MCLIC's insolvency, or MCLIC's breach of this EGWP Addendum, will the State bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against an EGWP Member or persons acting on his or her behalf for payments that are the financial responsibility of MCLIC under this EGWP Addendum. The foregoing is not intended to prohibit the State from collecting premium amounts due by EGWP Members for participation in the EGWP Benefit.

2. Determination of Monthly Premium Amounts (if any) to be Subsidized by the State. In determining the amount of the EGWP Member's monthly premium for participation in the EGWP Benefit that the State will subsidize, if any, the State shall make such determination subject to the following restrictions and any other restrictions that may be imposed by CMS

   a. The State may subsidize different amounts for different classes of EGWP Members provided such classes are reasonable and based on objective business criteria, such as years of service, business location, job category, and nature of compensation (e.g., salaried vs hourly). Different classes cannot be based on eligibility for the Low Income Subsidy,

   b. The State may not vary the premium subsidy for individuals within a given class of EGWP Members,

   c. The State may not charge an EGWP Member more than the sum of his or her monthly beneficiary premium attributable to basic prescription drug coverage and 100% of the monthly beneficiary premium attributable to his or her supplemental prescription drug coverage, if any,

   d MCLIC will, as directed by the State, directly refund to the EGWP Member, within forty-five (45) days of original receipt from CMS of the Low Income Subsidy premium, the full premium subsidy amount up to the monthly beneficiary premium amount previously collected from the EGWP Member, provided, however, that to the extent there are Low Income Subsidy premium amounts remaining after MCLIC refunds the full monthly beneficiary premium amount to the EGWP Member, then that remaining portion of the Low Income Subsidy premium may be applied to the portion of the monthly premium paid by the State,

   e If the State is not able to reduce the up-front monthly beneficiary premium as described in subsection (d) above, MCLIC, as directed by the State, shall directly refund to the EGWP Member, within forty-five (45) days of original receipt from CMS of the Low Income Subsidy premium, the full premium subsidy amount up to the monthly beneficiary premium amount previously collected from the EGWP Member,

   f. If the Low Income Subsidy amount for which an EGWP Member is eligible is less than the portion of the monthly beneficiary premium paid by the EGWP Member, then MCLIC will communicate to the EGWP Member the financial consequences for the beneficiary of enrolling in the EGWP Benefit as compared to enrolling in another Medicare Part D plan

Contractor Initials

Date 9/1/21

with a monthly beneficiary premium equal to or below the Low Income Subsidy amount, and

g. In the event of a change in an EGWP Member's Low Income Subsidy status or an EGWP Member otherwise becomes ineligible to receive the Low Income Subsidy after payment of the Low Income Subsidy premium amount to the EGWP Member, and upon MCLIC's receipt of notification from CMS that such Low Income Subsidy premium amount will be recovered from MCLIC or withheld from future payments to MCLIC, then MCLIC in its sole discretion will invoice the State or set off from amounts otherwise owed from MCLIC to the State, and in either case the State shall reimburse MCLIC for, all amounts deemed by CMS to be ineligible Low Income Subsidy premium payments with respect to the EGWP Member.

3. Reporting and Auditing of Premium Amounts, Non-Payment by EGWP Members. Upon reasonable advance written notice, MCLIC or its affiliates shall have access to the State's records, including evidence of the State's calculations of monthly premium amounts, in order to audit the monthly premium amounts collected from EGWP Members for the purposes of fulfilling reporting requirements under the Medicare Drug Rules or applicable state insurance laws related to collection of such premium amounts or to otherwise assess compliance with the Medicare Drug Rules in connection with the collection of such premium amounts Any audits performed by MCLIC or its affiliates pursuant to this Section 7 A 3 will be at MCLIC's expense The State acknowledges and agrees that neither MCLIC nor its affiliates shall be responsible to the State for non-payment by any EGWP Member of any monthly premium amount due by such EGWP Member for participation in the EGWP Benefit The State further acknowledges and agrees that in the event that either the State or MCLIC (through any audit) determines that the State has collected a greater premium amount from an EGWP Member than is due, that the State shall promptly refund any such overpayment to the EGWP Member.

B Billing MCLIC or its affiliates will bill the State for, and the State shall pay MCLIC or its affiliates, (i) every two weeks for the EGWP Claims Reimbursement Amount (as defined below) for such billing period, and (ii) once per month for any EGWP Administrative Services Fees (as defined below) incurred by the State during the previous month (or earlier if not yet invoiced to the State) and EGWP PMPM Fees (as defined below) due for such period. The EGWP Claims Reimbursement Amount, EGWP PMPM Fees, and EGWP Administrative Services Fees shall be referred to collectively as "EGWP Fees" For purposes of this Section 7.B

1 "EGWP Claims Reimbursement Amount" means, with respect to any period, the amount equal to the aggregate amount of reimbursement due from the State to MCLIC for Covered Drugs dispensed to EGWP Members by the Pharmacies, and, if applicable, for Member Submitted Claims during such period, including dispensing fees and all associated claims processing administrative fees, based on the reimbursement rates and pricing terms set forth in Exhibit C of the Agreement;

2. "EGWP PMPM Fees" means, with respect to any period, all per EGWP Member per month administrative fees as set forth in Exhibit C-2 of the Agreement for such period.

3. "EGWP Administrative Services Fees" means the fees incurred by the State, if any, for MCLIC's or its affiliates' performance of the administrative services listed in the EGWP Administrative Fees table set forth in Exhibit C of the Agreement.

C CMS Reimbursement

1. CMS Reimbursement Payment Terms.

(a) CMS Reimbursement Payment Terms (Direct Subsidy/Low-Income Subsidy). MCLIC will pay the State an amount equal to the total amount paid to MCLIC by CMS for the following (1) advance direct subsidy monthly payments paid to MCLIC, if any, by CMS with respect to EGWP Members and (2) low-income subsidy payments paid to MCLIC by CMS, if any, with respect to EGWP

Contractor Initials NPA
Date 9/1/21

Members and subject to the provisions of Medicare Subcontractor Contract Requirements (collectively, "CMS Subsidy Reimbursement"). MCLIC will pay amounts equal to the CMS Subsidy Reimbursement, allocated pursuant to the terms of this Agreement, on a monthly basis approximately thirty (30) days after MCLIC's receipt of the CMS Subsidy Reimbursement from CMS. MCLIC and its affiliates retain all right, title and interest to any and all actual CMS Subsidy Reimbursement received from CMS, except that MCLIC shall pay the State amounts equal to the CMS Subsidy Reimbursement amounts allocated to the State, as specified in this Agreement, from MCLIC's or its affiliates' general assets (neither the State nor its EGWP Member's retain any beneficial or proprietary interest in MCLIC's or its affiliates' general assets) The State acknowledges and agrees that neither it nor its EGWP Members shall have a right to interest on, or the time value of, any CMS Subsidy Reimbursement payments received by MCLIC or its affiliates during the collection period or moneys payable under this Section No CMS Subsidy Reimbursements shall be paid until this Agreement is executed by the State. MCLIC shall have the right to retain or apply the State's allocated CMS Subsidy Reimbursement amounts or Rebates with respect to EGWP Member utilization to unpaid Fees and shall have the right to delay payment of CMS Subsidy Reimbursement amounts to allow for final adjustments upon termination of this Agreement.

(b) CMS Reimbursement Payment Terms (Prospective Reinsurance). MCLIC will pay the State prospective reinsurance payments based on the lesser of the CMS defined per member per month prospective reinsurance for the effective plan year or the State's per member per month reinsurance for the most recent plan year closed by CMS for reconciliation purposes. For the State's first year as an EGWP administered by MCLIC, MCLIC will pay the State prospective reinsurance payments based on the lesser of (a) the CMS defined per member per month prospective reinsurance for the effective plan year or (b) the State's projected per member per month reinsurance for the effective plan year based on claims experience of the State's EGWP Members or (c) projected per member per month reinsurance for the effective plan year based on claims experience of EGWP book of business data if the State's EGWP Member claims are unavailable MCLIC will pay amounts on a monthly basis approximately thirty (30) days after MCLIC's receipt of the prospective reinsurance reimbursement from CMS ("Prospective Reinsurance CMS Reimbursement"). MCLIC and its affiliates retain all right, title, and interest to any and all actual Prospective Reinsurance CMS Reimbursement amounts allocated to the State, except that MCLIC shall pay the State Prospective Reinsurance CMS Reimbursement amounts allocated to the State, as specified in this Agreement, from MCLIC's or its affiliates' general assets (neither the State nor its EGWP Members retain any beneficial or proprietary interest in MCLIC's or its affiliates' general assets). The State acknowledges and agrees that neither it nor its EGWP Members shall have a right to interest on, or the time value of, any Prospective Reinsurance CMS Reimbursement payments received by MCLIC or its affiliates during the collection period or moneys payable under this Section. No Prospective Reinsurance CMS Reimbursements shall be paid until this Agreement is executed by the State MCLIC shall have the right to retain or apply the State's allocated Prospective Reinsurance CMS Reimbursement amounts or Rebates with respect to EGWP Member utilization to unpaid Fees and shall have the right to delay payment of Prospective Reinsurance CMS Reimbursement amounts to allow for final adjustments upon termination of this Agreement.

2. CMS Reimbursement Reporting At least annually, MCLIC will provide the State an accounting of all CMS Subsidy Reimbursement and Prospective Reinsurance CMS Reimbursement received by MCLIC from CMS pursuant to the Medicare Drug Rules with respect to the EGWP Benefit

D. CMS-Required Reconciliation / Reinsurance

1 End-of-Year Reconciliation The parties acknowledge that after the conclusion of each plan year, CMS will reconcile payment year disbursements with updated enrollment and health status data, actual low-income cost-sharing costs, actual allowable reinsurance costs, and other pertinent information. Upon final CMS end-of-year reconciliation, the following shall occur: (i) in the event that the actual incurred reinsurance amount calculated during reconciliation exceeds the prospective amounts paid to the State by MCLIC, MCLIC will pay such amounts to the State subject to the remaining terms of this Agreement, and (ii) in the event that the actual incurred reinsurance amount calculated during reconciliation is less than the prospective amounts paid to

Contractor Initials JBA
Date 9/1/21

the State by MCLIC, the State shall repay to MCLIC such amounts previously paid by MCLIC in accordance with the payment terms of the Agreement. MCLIC shall have the right to retain or apply the State's allocated CMS end of year reconciliation amounts to EGWP Member utilization, to any unpaid Fees and shall have the right to delay payment of CMS end of year reconciliation amounts to allow for final adjustments upon termination of this Agreement MCLIC shall have the right to offset reconciliation amounts the State owes to MCLIC against Rebates, CMS subsidy reimbursements, prospective reinsurance CMS reimbursements, or manufacturer Coverage Gap Discount amounts. All such payments resulting from a CMS reconciliation will be paid to the State no later than January 31 of the calendar year immediately following the date of MCLIC's receipt of the reconciliation payments from CMS If CMS subsequently recovers any end of year reconciliation payments from MCLIC due to a CMS plan year reopening or other process described in the Medicare Drug Rules, then the State shall be obligated to repay to MCLIC such amounts previously paid to the State. Such reconciliation reopening amounts may be invoiced to the State and shall be paid within thirty (30) days of the State's receipt. If payment is not forthcoming, MCLIC may offset any such payments owed against any payment MCLIC or an affiliate may owe to the State. Accordingly, MCLIC shall have the right to apply reconciliation amounts owed from the State due to a CMS plan year reopening against Rebates, CMS subsidy reimbursements, prospective reinsurance CMS reimbursements, or manufacturer Coverage Gap Discount amounts. If CMS subsequently reimburses MCLIC for end of year reconciliations payments due to a CMS plan year reopening or other process described in the Medicare Drug rules, then MCLIC will pay such amounts to the State.

2. Plan-to-Plan Reconciliation MCLIC will perform plan-to-plan coordination of EGWP Members' prescription drug benefits with other provider of prescription drug coverage as set forth in the Medicare Drug Rules and any related reconciliation, provided, that no later than January 31 of the calendar year immediately following completion of such coordination or reconciliation process, MCLIC shall pay to the State an amount equal to payments recovered for the EGWP Benefit, but at the same time MCLIC shall have a right to recoup from the State any amount which MCLIC is obligated to pay to any other prescription drug plan pursuant to a plan-to-plan reconciliation.

E. Manufacturer Coverage Gap Discount.

1. Pursuant to its CMS contract, MCLIC has agreed to administer for EGWP Members at point-of-sale the Coverage Gap Discount authorized by section 1860D-14A of the Social Security Act. In connection with the Coverage Gap Discount, CMS will coordinate the collection of discount payments from manufacturers, and payment to MCLIC, through a CMS contractor (the "Coverage Gap Discount Payments") Subject to Section 7(D)(1) above, MCLIC agrees to periodically remit to the State amounts equal to 100% of the Coverage Gap Discount Payments received by MCLIC within forty-five (45) days of the CMS Manufacturer Payment Date MCLIC and its affiliates retain all right, title and interest to any and all actual Coverage Gap Discount Payments received from CMS, except that MCLIC shall pay the State amounts equal to the Coverage Gap Discount Payments amounts allocated to the State, as specified in this Agreement, from MCLIC's or its affiliates' general assets (neither the State nor its EGWP Members retain any beneficial or proprietary interest in MCLIC's or its affiliates' general assets). The State acknowledges and agrees that neither it nor its EGWP Members shall have a right to interest on, or the time value of, any Coverage Gap Discount Payments received by MCLIC or its affiliates during the collection period or moneys payable under this Section. No Coverage Gap Discount Payments shall be paid until this Agreement is executed by the State. MCLIC shall have the right to apply the State's allocated Coverage Gap Discount Payments amount to unpaid Fees and shall have the right to delay payment of Coverage Gap Discount Payments to allow for final adjustments upon termination of this Agreement. Notwithstanding anything contained in this Section 7, the State shall retain all right, title, and interest to the amounts that MCLIC is contractually obligated to pay the State hereunder, and failure by MCLIC to pay such amounts will constitute a breach of this Agreement.

Contractor Initials _____
Date 9/1/21

2. If the EGWP Benefit administered by MCLIC under this EGWP Addendum for the State includes EGWP Plus design elements, then the Coverage Gap Discount will be coordinated with the Commercial Benefit consistent with the Medicare Drug Rules

8. *Termination.*

A. Termination of MCLIC's Contract with CMS If at any time throughout the term of this EGWP Addendum, CMS either does not renew its contract with MCLIC or terminates its contract with MCLIC such that MCLIC may no longer provide services as a PDP Sponsor under the Medicare Drug Rules, then this EGWP Addendum shall be automatically terminated conterminously with such CMS contract termination

B. Obligations Upon Termination The State or its agent shall pay MCLIC, or its affiliate, in accordance with this Agreement for all claims for Covered Drugs dispensed and services provided to the State and EGWP Members on or before the later of (i) the effective date of termination, or (ii) the final date that all EGWP Members have been transitioned to a new Part D plan, as applicable (the "Termination Date") Claims submitted by Participating Pharmacies or EGWP Member Submitted Claims filed with MCLIC after the Termination Date shall be processed and adjudicated in accordance with a mutually determined run-off plan, provided that, in any event, and subject to all applicable payment terms of the Agreement (i) MCLIC shall re-process or re-adjudicate claims originally processed and adjudicated on or before the Termination date, as necessary, for a period of five (5) years from the end of the plan year in which the applicable claim was processed and adjudicated, (ii) MCLIC shall process and adjudicate EGWP Member Submitted Claims for Covered Drugs dispensed and services provided on or before the Termination Date for a period of three (3) years from the termination of this Agreement; and (iii) MCLIC shall process and adjudicate claims submitted by Participating Pharmacies for Covered Drugs dispensed and services provided on or before the Termination Date for a period of ninety (90) days from the termination of this Agreement. The parties shall cooperate regarding the transition of the State and its EGWP Members to a successor PDP Sponsor in accordance with all applicable Medicare Drug Rules and MCLIC will take all reasonable steps to mitigate any disruption in service to EGWP Members. Notwithstanding the preceding, MCLIC may (a) delay payment of any final CMS reimbursement amounts, Rebate amounts or other amounts due the State, if any, to allow for final reconciliation of any outstanding amount owed by the State to MCLIC, or (b) request that the State pay a reasonable deposit in the event MCLIC is requested to process after the Termination Date claims incurred on or prior to such date If CMS subsequently recovers any end of year reconciliation payments from MCLIC due to a CMS Plan Year reopening or other process described in the Medicare Drug Rules after the effective date of termination, then the State shall be obligated to repay to MCLIC such amounts previously paid to the State. If CMS subsequently reimburses MCLIC for end of year reconciliations payments due to a CMS Plan Year reopening or other process described in the Medicare Drug rules after the effective date of termination, then MCLIC will pay such amounts to the State.

Contractor Initials

Date 9/1/21

EXHIBIT B-3

AUDIT PROTOCOL

1. **AUDIT PRINCIPLES**

ESI recognizes the importance of its clients ensuring the integrity of their business relationship by engaging in annual audits of their financial arrangements with ESI, and, where applicable (i.e. Medicare Part D), by auditing compliance with applicable regulatory requirements. ESI provides this audit right to each and every client. In granting this right, ESI's primary interest is to facilitate a responsive and responsible audit process. In order to accomplish this goal, for all clients, ESI has established the following Protocol. Our intent is in no way to limit the State's ability to determine that ESI has properly and accurately administered the financial aspects of the Agreement or complied with applicable regulatory requirements, but rather to create a manageable process in order to be responsive to our clients and the independent auditors that they may engage.

2. **AUDIT PREREQUISITES**

A. There are four components of your arrangement with ESI eligible for audit

- Retrospective Claims
- Rebates (subsequent to true up)
- Performance Guarantees (subsequent to true up)
- Compliance with Regulatory Requirements (i e. Medicare Part D) Note If ESI is supporting a government initiated audit on behalf of the State concurrently with the State initiated oversight audit, ESI resources will primarily be utilized to address the government audit requests. As such, ESI's response to the State initiated audits may be delayed.

Balancing the need to adequately support the audit process for all ESI clients, with an efficient allocation of resources, clients who choose to audit one or more components of the arrangement must do so for all lines of business, as applicable, through a single annual audit.

B. ESI will provide all data reasonably necessary for the State to determine that ESI has performed in accordance with contractual terms ESI will provide the retrospective claims and benefit information in no more than thirty (30) days from audit kickoff call and having an executed confidentiality agreement. Our pledge to respond within the foregoing timeframe is predicated on a good faith and cooperative effort between the State and/or its Auditor and ESI.

C. ESI engages a national accounting firm, at its sole cost and expense, to conduct a SSAE 18, SOC 1 audit on behalf of its clients. Upon request, ESI will provide the results of its most recent SSAE 18, SOC 1 audit. Testing of the areas covered by the SSAE 18, SOC 1 is not within the scope of the State's audit rights (i.e., to confirm the financial aspects of the Agreement) and is therefore not permitted. However, if requested, ESI will explain the SSAE 18, SOC 1 audit process and findings to the State in order for the State to gain an understanding of the SSAE 18, SOC 1.

3. **AUDITS**

A. The initial audit period for a retrospective claims, rebates and performance guarantee audit covers any timeframe during the contract period and up to 180 days after contract expiration preceding the request to audit (the "Audit Period") This Audit Period allows a reasonable amount of time for both parties to conclude the audit before data is archived off the adjudication system

B The initial audit period for a Medicare Part D compliance audit cover any timeframe during the contract period and up to 180 days after contract preceding the request to audit (collectively, the "Medicare Part D Audit Period"). This Medicare Part D Audit Period is intended to assist our clients with the CMS annual oversight requirements. ESI will be responsible for support of all services delegated to ESI. Mock audits intended to simulate a CMS Program Audit shall not exceed a one (1) day webinar to review three (3) samples per each data universe review ESI will provide data universes within ten (10) business days of the State request and responses to webinar follow-up requests within fifteen (15) business days of the State request. ESI shall not be required to provide data or responses in a more aggressive timeline than CMS requirements. If the State has requested that ESI assist with findings related to services not delegated during an audit, ESI may accommodate such requests, which will be provided at ESI's standard audit charges.

C. When performing a Rebate audit, the State may perform an on-site review of the applicable components of manufacturer agreements, selected by the State, as reasonably necessary to audit the calculation of the Rebate payments made to the State by ESI. Our ability to drive value through the supply chain and in our negotiations with manufacturers is dependent upon the strict confidentiality and use of these agreements. Providing access to these agreements to third parties that perform services in the industry beyond traditional financial auditing jeopardizes our ability to competitively drive value. For this reason, unless otherwise agreed by the Parties, access to and audit of

Contractor Initials _____

Date 9/1/21

manufacturer agreements is restricted to a mutually agreed upon CPA accounting firm whose audit department is a separate stand-alone division of the business, which carries insurance for professional malpractice of at least Two Million Dollars ($2,000,000).

D The State may select an initial number of manufacturer contracts to enable the State to audit fifty percent (50%) of the total rebate payments due to the State for two (2) calendar quarters during the State elected timeframe preceding the audit (the "Rebate Audit Scope and Timeframe").

E. If you have a Pass-Through pricing arrangement for Participating Pharmacy claims, ESI will provide the billable and payable amount for a sampling of claims provided by you or your auditor (i.e., ESI will provide the actual documented claim record) during the audit to verify that ESI has administered such Pass-Through pricing arrangement consistent with the terms of the Agreement. If further documentation is required, ESI may provide a sample of claims remittances to the Participating Pharmacies to demonstrate ESI's administration of Pass-Through pricing. In any instance where the audit demonstrates that the amount billed to you does not equal the Pass-Through amount paid to the Participating Pharmacy, the State's Auditor may perform an on-site audit of the applicable Participating Pharmacy contract rate sheet(s).

4. **AUDIT FINDINGS**

A. Following the State's initial retrospective claims audit, the State (or its Auditor) will provide ESI with suspected errors, if any In order for ESI to evaluate the State's suspected errors, the State shall provide an electronic data file in a mutually agreed upon format containing up to 300 claims for further investigation by ESI ESI will respond to the suspected errors in no more than sixty (60) days from ESI's receipt of such findings. Our pledge to respond within the foregoing timeframe is predicated on a good faith and cooperative effort between the State and/or its Auditor and ESI.

B Following the State's initial rebate and performance guarantee audit, the State's Auditor will provide ESI with suspected errors, if any. ESI will respond to the suspected errors in no more than sixty (60) days from ESI's receipt of such findings. Our pledge to respond within the foregoing timeframe is predicated on a good faith and cooperative effort between the State and/or its Auditor and ESI.

C. Following the State's initial audit of Medicare Part D compliance, the State (or its Auditor) will provide ESI with suspected non-compliant issues, if any. In order for ESI to evaluate the State's suspected errors, the State shall provide ESI with specific regulatory criteria and Medicare Part D program requirements used to cite each suspected non-compliant issue. ESI will respond to the suspected errors in no more than thirty (30) days from ESI's receipt of the findings. Our pledge to respond within the foregoing timeframe is predicated on a good faith and cooperative effort between the State and/or its Auditor and ESI.

5. **FINAL REPORT**

A. Upon receipt and review of ESI's responses to the State (or its Auditor), the State (or its Auditor) will provide ESI with a written report of findings and recommendations ESI will respond to the audit report in no more than thirty (30) days from ESI's receipt of the report. Our pledge to respond within the foregoing timeframe is predicated on a good faith and cooperative effort (i.e., no new issues noted) between the State and/or its Auditor and ESI

B The State agrees that once audit results are accepted by both parties, the audit shall be considered closed and final. To the extent the mutually accepted audit results demonstrate claims errors, ESI will reprocess the claims and make corresponding adjustments to the State through credits to a future invoice(s). If we are unable to reprocess claims and issue corresponding credits to the State through this process, ESI will make adjustments to the State via a check or credit.

C. New audits cannot be initiated until all parties have agreed that the prior audit is closed

6. **AUDITS BY GOVERNMENT ENTITIES**

A In the event CMS, the OIG, MEDIC, or another government agency has engaged in an audit of the State and/or its "first tier" and "downstream entities", the State shall contact the ESI Account Management team and provide a written copy of the audit notice or request from the government agency promptly upon receipt

B The State agrees that CMS may have direct access to ESI's and any such "downstream entity's" pertinent contracts, books, documents, papers, records, premises and physical facilities, and that ESI and such "downstream entity" will provide requested information directly to CMS unless otherwise agreed upon by ESI and the State.

C Following the government audit of the State and its "first tier" and "downstream entities", the State shall provide ESI with a written report of suspected non-compliant issues noted in the government audit that relate to services provided by ESI, if any. If there are such findings, ESI will work with the State and/or government agency to respond to any suspected non-compliant issues.

Contractor Initials _____

Date 9/1/21

D. Support for all such audits by government entities will be subject to ESI's standard charges. All such fees shall be reasonable and based on ESI's costs for supporting such audits

7. CONFIDENTIALITY

ESI's contracts are highly confidential and proprietary. For this reason, ESI only permits on-site review rather than provide copies to our clients During on-site contract review, the State (or its Auditor) may take and retain notes to the extent necessary to document any identified errors, but may not copy (through handwritten notes or otherwise) or retain any contracts (in part or in whole) or related documents provided or made available by ESI in connection with the audit. ESI will be entitled to review any notes to affirm compliance with this paragraph.

Contractor Initials

Date 9/1/21

EXHIBIT C

PRICING TERMS AND PHARMACY PROGRAM FEES

Exhibit C-1
Billing, Payment, and Miscellaneous Pricing Terms

Exhibit C-2
Claims Reimbursement Rates

Exhibit C-3
Rebates

Exhibit C-4
Administrative Services and Clinical Program Fees

Contractor Initials DJA
Date 9/1/21

Exhibit C-1

Billing, Payment, and Miscellaneous Pricing Terms

1. BILLING AND PAYMENT. In consideration of the PBM Services provided by ESI, the State will pay the applicable claims reimbursement amounts ("Claims Reimbursements") and other administrative fees ("Administrative Fees") pursuant to the terms set forth below ("Claims Reimbursements," "Administrative Fees" and any other charge or fee that is the responsibility of the State as may be described elsewhere in this Agreement are hereinafter referred to collectively as "Fees")

   a. Billing. ESI will invoice the State: (i) bi-weekly for Claims Reimbursements, and (ii) on a monthly basis for the Administrative Fees

   b. Payment The State will pay ESI by wire, ACH transfer or pre-authorized debit within five (5) business days from the date of the State's receipt of each ESI invoice The State will be responsible for all costs of collection, and agrees to reimburse ESI for such costs and expenses, including reasonable attorneys' fees.

2. PHARMACY MANAGEMENT FUND ("PMF")

   a. ESI will provide up to $12 00 per Member implemented as of the Effective Date 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 the State and ESI (upon agreement from the State) 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 The State 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 the State; (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 State and the Plan are subject to ERISA, the State represents and warrants that it will only request reimbursement under the PMF for items or services for which the State, in the absence of the PMF, would be allowed reimbursement from the Plan (i e., not "settlor functions").

   c The State 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 the State on-site, during normal business hours and after giving reasonable advance notice, for the purposes of verifying the State'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

Contractor Initials DSA

Date 9/1/21

breach prior to the expiration of the Initial Term, the State will reimburse ESI an amount equal to any paid but unamortized portion of the PMF Reimbursement to ESI by the State 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. The State 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 The State or its designee may provide ESI with a written comparison of benchmarks, 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 exclusions, clinical and trend programs, retail pharmacy, mail pharmacy, and specialty pharmacy mix and utilization, size, demographics, and other relevant factors necessary to provide an appropriate comparison ("State's Current Market Price"). In evaluating whether the State's Current Market Price is comparable to pricing ESI offers the State under the terms of this Agreement, ESI will validate that, at a minimum, price points used in determining the State's Current Market Price were selected from benchmark plans that satisfy the comparable State Current Market Price factors listed herein. The State's Current Market Price shall be evaluated 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 of the State's Current Market Price analysis prepared by the consultant will be submitted to both the State 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 after all information necessary to perform the analysis is received) to evaluate the State's Current Market Price. In a format specified by ESI, the State, or its designee, shall provide any information necessary for ESI to validate the State's compliance with the terms of this Section including, but not limited to, relevant details about any benchmark plans the State relied upon in selecting any price point(s)/financial guarantees used to determine the State's Current Market Price or Net Plan Cost. If the parties agree that the comparison analysis concludes that the State's Current Market Price would yield an annual one percent (1%) 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 the State) under the Agreement, then the parties shall negotiate in good faith a modification of the pricing terms herein and execute an amendment to be approved by G&C as necessary. The revised pricing terms will become effective on the first day of the third contract year 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 the State's expense, except that ESI shall be responsible for its costs related to responding to the market check.

4. 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 for the impacted line of business, solely as necessary to return ESI to its contracted economic position as of the effective date of such event

   a. The State's Commercial Membership experiences a 10% reduction in members;

   b The State's EGWP Membership experiences a 10% reduction in members and the EGWP plan has not been terminated by the State;

   c. The State has Members enrolled in a 100% co-payment plan (plans where the State has no liability for the payment of pharmacy claims);

Contractor Initials DAM
Date 4/1/21

d The State has greater than 10.00% of total utilization for all Plans attributable to a consumer driven health plan (CDHP),

e. There is a material change in the demographics of the State's Membership, or in the State's pharmacy or drug mix, compared to data provided by the State;

f. The State 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,

g. The State 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

h There is a material change to the manner in which AWP is calculated or reported for Brand Drugs and/or Generic Drugs.

Further, if ESI's ability to provide the financial terms herein are adversely affected due to Brand Drugs moving unexpectedly off-patent to generic status, 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 State provided ESI with data from 2020 as part of its request for proposal. The State acknowledges and agrees such data may not accurately represent future claims utilization as 2020 utilization was impacted by the SARS-CoV-2 global pandemic. Therefore, if the State's utilization materially differs from the data provided as part of the request for proposal and such change impacts ESI's ability to meet contractual guarantees under this Agreement, ESI may equitable adjust rates, Administrative Fees and/or Rebates, solely as necessary to return ESI to its contracted economic position.

Contractor Initials MA
Date 4/1/21

Exhibit C-2

Claims Reimbursement Rates

The State will pay 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 the State.

1. **BASE ADMINISTRATIVE FEES.**

1 1 The State will pay ESI the following base Administrative Fees per member per month under this Agreement These shall be in addition to any other Administrative Fees set forth in this Agreement

	Per Member Per Month
Commercial	$1.25
EGWP	$9.50

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**

a. **ESI National Plus Network**

		Commercial National Plus Network 1-83 Days' Supply	Standard Maintenance Network 84-90 Days' Supply*
Brands	Average Annual Ingredient Cost Guarantee	Year 1:AWP-20.50% Year 2 AWP-20 55% Year 3 AWP-20.60% Year 4:AWP-20.60% Year 5:AWP-20.60%	Year 1:AWP-24 25% Year 2:AWP-24.50% Year 3:AWP-24.75% Year 4:AWP-24.75% Year 5:AWP-24.75%
	Dispensing Fee/Rx Guarantee	$0 25	$0.10
Generics	Average Annual Ingredient Cost Guarantee	Year 1 AWP-85 30% Year 2 AWP-85 35% Year 3 AWP-85.40% Year 4:AWP-85.40% Year 5:AWP-85.40%	Year 1:AWP-88.00% Year 2:AWP-88.25% Year 3:AWP-88.50% Year 4 AWP-88 50% Year 5:AWP-88 50%
	Dispensing Fee/Rx Guarantee	$0.25	$0.10

*If implementing the Commercial Standard Maintenance Network. If not implementing the Commercial Standard Maintenance network then the National Plus Network guarantees apply for all Days' Supply

Contractor Initials

Date 1/1/21

b. ESI Broad Performance Medicare Network

Broad Performance Medicare Network		EGWP 1-34 Days' Supply	EGWP 35-90 Days' Supply
Brands	Average Annual Ingredient Cost Guarantee	Year 1 AWP-21.30% Year 2 AWP-21 40% Year 3:AWP-21.50% Year 4 AWP-21.50% Year 5 AWP-21.50%	Year 1:AWP-26.30% Year 2:AWP-26.30% Year 3 AWP-26 30% Year 4:AWP-26 30% Year 5 AWP-26 30%
	Dispensing Fee/Rx Guarantee	$0.55	$0.10
Generics	Average Annual Ingredient Cost Guarantee	Year 1:AWP-88.45% Year 2 AWP-88.95% Year 3 AWP-89.45% Year 4:AWP-89.45% Year 5:AWP-89 45%	Year 1 AWP-88.45% Year 2 AWP-88 95% Year 3 AWP-89 45% Year 4 AWP-89.45% Year 5 AWP-89.45%
	Dispensing Fee/Rx Guarantee	$0.70	$0 10

2 2. ESI Mail Pharmacy Ingredient Cost and Dispensing Fee

a. Commercial Ingredient Cost and Dispensing Fee

ESI Mail Pharmacy		Commercial
Brands	Average Annual Ingredient Cost Guarantee	AWP-26.25%
	Dispensing Fee/Rx Guarantee	$0.00
Generics	Average Annual Ingredient Cost Guarantee	Year 1:AWP-89 10% Year 2 AWP-89.35% Year 3 AWP-89.60% Year 4 AWP-89.60% Year 5 AWP-89.60%
	Dispensing Fee/Rx Guarantee	$0.00

Contractor Initials JGA
Date 9/1/21

b Medicare Ingredient Cost and Dispensing Fee

EGWP		
ESI Mail Pharmacy		
Brands	Average Annual Ingredient Cost Guarantee	AWP-26.25%
	Dispensing Fee/Rx Guarantee	$0.00
Generics	Average Annual Ingredient Cost Guarantee	Year 1:AWP-89.10% Year 2:AWP-89 35% Year 3:AWP-89 60% Year 4:AWP-89 60% Year 5 AWP-89.60%
	Dispensing Fee/Rx Guarantee	$0 00

3. SPECIALTY PRODUCT PRICING

3 1 Dispensing Fee for Specialty Products dispensed at Participating Pharmacy and ESI Specialty Pharmacy
There will be a pass-through dispensing fee for Specialty Products dispensed through Participating Pharmacies. There will be a dispensing fee of $0.00 for Specialty Products dispensed through ESI Specialty Pharmacy

3 2 Average Annual Ingredient Cost and Dispensing Fee Guarantees. The following pricing guarantees shall apply to Specialty Products.

ESI Specialty Pharmacy[1]	Commercial Exclusive[2]	EGWP Open
Average Annual Ingredient Cost Guarantee	Year 1 AWP-21.75% Year 2:AWP-21.85% Year 3.AWP-21.95% Year 4:AWP-21.95% Year 5·AWP-21.95%	Year 1:AWP-19.25% Year 2:AWP-19.35% Year 3:AWP-19.45% Year 4:AWP-19 45% Year 5:AWP-19 45%
Dispensing Fee/Rx Guarantee	Year 1 $0.00 Year 2· $0.00 Year 3 $0.00	Year 1: $0 00 Year 2: $0.00 Year 3: $0.00

[1]In addition to the general exclusions identified in this Agreement, all non-Specialty Products are excluded from this guarantee. Claims not dispensed through the ESI Specialty Pharmacy are also excluded from this guarantee.
[2]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

Contractor Initials DPA
Date 4/4/21

Participating Pharmacy[1]	Commercial Exclusive[2]	EGWP Open
Average Annual Ingredient Cost Guarantee	Year 1 AWP-21.75% Year 2:AWP-21 85% Year 3 AWP-21 95% Year 4 AWP-21 95% Year 5 AWP-21.95%	Year 1 AWP-19.25% Year 2:AWP-19 35% Year 3:AWP-19.45% Year 4 AWP-19.45% Year 5 AWP-19.45%
Dispensing Fee/Rx Guarantee	Year 1 $0.25 Year 2: $0 25 Year 3: $0 25 Year 4: $0 25 Year 5 $0.25	Year 1 $0.55 Year 2 $0.55 Year 3. $0 55 Year 4: $0 55 Year 5 $0.55

[1]In addition to the general exclusions identified in this Agreement, all non-Specialty Products are excluded from this guarantee.

[2]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.

3.3 The Specialty Pricing offered assumes a days' supply consistent with the ESI Specialty Pharmacy Clinical Days' Supply Program

3.4. 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 State's medical plan or the State 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 the State's medical plan for ASES, the State will work with ESI to coordinate the invoicing and payment of ASES through the State's medical plan. If the State's medical plan will not cover the cost of ASES billed through ESI or ESI Specialty Pharmacy, the State shall be responsible for the costs of all ASES. Unless otherwise set forth in an agreement directly between ESI Specialty Pharmacy and the State or a Plan, if a Specialty Product dispensed or ASES provided by ESI Specialty Pharmacy is billed to the State or a Plan directly by ESI Specialty Pharmacy instead of being processed through ESI, the State or Plan will timely pay ESI Specialty Pharmacy for such claim pursuant to the rates below and within thirty (30) days of the State'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	Nursing & Per Diem
ALPHA 1 DEFICIENCY	All Alpha 1 Deficiency Drugs requiring Per Diem	$55 00 / Infusion
ENZYME DEFICIENCY	All Enzyme Deficiency Drugs required Per Diem	$60.00 / Infusion
IMMUNE DEFICIENCY	All Immune Deficiency Drugs requiring Per Diem	$60.00 / Infusion
INFLAMMATORY CONDITIONS	Remicade, Renflexis, Inflectra	$60.00 / Infusion
MISCELLANEOUS SPECIALTY CONDITIONS	Soliris	$60 00 / Infusion
MISCELLANEOUS SPECIALTY CONDITIONS	Duopa	$65.00 / Day
PAH	Tyvaso	$30.00 / Day
PAH	Flolan, Veletri, Epoprostenol Sodium (generic-Flolan/Veletri),	$65 00 / Day

Contractor Initials

Date 4/1/21

Therapeutic Class	Brand Name	Nursing & Per Diem
	Remodulin, Treprostenol Sodium (generic-Remodulin).	
PAH	Ventavis	$65.00 / Day
Cystic Fibrosis	Cayston (Replacement Nebulizer)	$975.00
Nursing Rates	All drugs / therapies requiring nursing	$150.00 per Initial Visit up to two (2) hours / $75.00 per additional hour or a fraction thereof

4. **COMPOUND DRUG PRICING.**

	ALL YEARS
Compounds (not listed elsewhere)	Pass-Through

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 the State to be calculated as follows:

[1-(total discounted AWP ingredient cost excluding dispensing fees and ancillary charges, and prior to application of Copayments and includes pharmacy performance payments) 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.

5 2. Calculation of Dispensing Fee Guarantees. ESI will guarantee an average aggregate annual per Prescription Drug Claim dispensing fee to the State 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 guarantees will include only those Prescription Drug Claims that processed to the State 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 "Y" or is a House Generic as defined herein on the date dispensed or, unless such Prescription Drug Claim is identified in the "Exclusions" section. The brand guarantees will include only those Prescription Drug Claims that processed to the State 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 an "M", "N" or "O" on the date dispensed and not a 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 the State 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 MNOY

Contractor Initials MGA
Date 7/1/21

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 and for Specialty Product guarantee ninety (90) days of the end of each contract year. 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. Any additional EGWP BPMN pharmacy performance payments after the reconciliation will be payable only after any shortfall payment has been accounted for. To the extent the State changes its benefit design or Formulary during the term of the Agreement the State shall provide notice of such change to ESI, ESI shall provide notice of the financial impact of the change to the State, and once the State confirms the change, 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; however including DIR for network guarantees but excluding any Rebate guarantees, which will be reconciled and offset only against other Rebate guarantees. For avoidance of doubt, the EGWP guarantees reflected in Table 2.1b is inclusive of DIR value baked into the AWP retail non-specialty AWP discount guarantees.

5 5. Exclusions. The following will be excluded from the listed ingredient cost and dispensing fee guarantees under this Agreement:

Commercial	
Retail Brand AWP **Retail-90 Brand AWP** **Retail Generic AWP** **Retail-90 Generic AWP** **Mail Brand AWP** **Mail Generic AWP** **Retail Brand Disp. Fee** **Retail-90 Brand Disp. Fee** **Retail Generic Disp. Fee** **Retail-90 Generic Disp. Fee** **Mail Brand Disp. Fee** **Mail Generic Disp. Fee**	Specialty Products (other than specialty guarantee, if any), coordination of benefit claims, DMR claims, claims through 340b pharmacies, Veterans Affairs claims, Subrogation claims, No bill no remit claims, claims through on-site, in-house, State-owned, or Plan-owned pharmacies, Member Submitted Claims, compounds, OTCs, vaccines, Exclusive or Limited Distribution products, biosimilar products
Retail Spec AWP **Accredo Spec AWP** **Accredo Spec Disp. Fee**	Coordination of benefit claims, DMR claims, claims through 340b pharmacies, Veterans Affairs claims, Subrogation claims, claims through on-site, in-house, State-owned, or Plan-owned pharmacies, Member Submitted Claims, compounds, OTCs, vaccines

Contractor Initials DGA
Date 6/1/21

EGWP	
Retail Brand AWP **Retail-90 Brand AWP** **Retail Generic AWP** **Retail-90 Generic AWP** **Mail Brand AWP** **Mail Generic AWP** **Retail Brand Disp. Fee** **Retail-90 Brand Disp. Fee** **Retail Generic Disp. Fee** **Retail-90 Generic Disp. Fee** **Mail Brand Disp. Fee** **Mail Generic Disp. Fee**	Specialty Products (other than specialty guarantee, if any), coordination of benefit claims, DMR claims, claims through 340b pharmacies, Veterans Affairs claims, Subrogation claims, No bill no remit claims, claims through on-site, in-house, State-owned, or Plan-owned pharmacies, Member Submitted Claims, compounds, OTCs, vaccines, Exclusive or Limited Distribution products, biosimilar products
Retail Spec AWP **Accredo Spec AWP** **Accredo Spec Disp. Fee**	Coordination of benefit claims, DMR claims, claims through 340b pharmacies, Veterans Affairs claims, Subrogation claims, claims through on-site, in-house, State-owned, or Plan-owned pharmacies, Member Submitted Claims, compounds, OTCs, vaccines

5 6. Adjudication Rates. If no adjudication rates are specified herein, individual claims dispensed at Participating Pharmacies will be billed on a Pass-Through basis. Claims dispensed at ESI Mail Pharmacy will be adjudicated to the State at the applicable ingredient cost, and will be reconciled to the applicable guarantee as set forth herein.

5.7. 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 the State implements a plan design that requires Members to fill such days' supply at a Maintenance Network Participating Pharmacy (i.e , the State 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

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.

Contractor Initials

Date 9/1/21

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 the State'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 State 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 ALL OTHER VACCINES	Member Submitted Vaccine Claims (excluding foreign claims)
Vaccine Administration Fee	Pass-Through (capped at $15 00 per vaccine claim)	Pass-Through (capped at $20.00 per vaccine claim)	Submitted amount
Ingredient Cost	Participating Pharmacy Ingredient Cost as set forth in the Agreement	Participating Pharmacy Ingredient Cost as set forth in the Agreement	Submitted amount
Dispensing Fee	Participating Pharmacy Dispensing Fee as set forth in the Agreement	Participating Pharmacy Dispensing Fee as set forth in the Agreement	Submitted amount
Administrative Fee/Vaccine Claim	Administrative Fee per Prescription Drug Claim as set forth in the Agreement		Administrative Fee per Prescription Drug Claim (plus manual claim administrative fee) as set forth in the Agreement
Vaccine Program Fee	$2 50 per vaccine claim		N/A

Contractor Initials GMA
Date 9/1/21

6.3 Medicare Part D Covered Vaccine Claims

Medicare Part D Vaccine Claims shall adjudicate at the lower of U&C or the amounts shown in the table below.

	Participating Pharmacies/ESI Mail Pharmacy/ESI Specialty Pharmacy	Member Submitted Vaccine Claims (excluding foreign claims)	Vaccine Claims Submitted Electronically by Physicians
Vaccine Administration Fee	Pass-Through (capped at $15 for Influenza/$20 all other vaccines per Vaccine Claim)	Lower of submitted amount or pharmacy contracted rate (capped at $15 for Influenza/$20 for all other vaccines if administered at a Participating Pharmacy)	Pass-Through (capped at $15 for Influenza/$20 all other vaccines per Vaccine Claim)
Ingredient Cost	Pass-Through	Lower of submitted amount or pharmacy contracted rate	Pass-Through
Dispensing Fee	Pass-Through	Lower of submitted amount or pharmacy contracted rate	Pass-Through
Vendor Transaction Fee	N/A	N/A	Pass through at ESI cost for Vendor Transaction Fee

6 4. Medicare Part B Covered Vaccine Claims

Medicare Part B covered Vaccine Claims shall adjudicate at the amounts shown in the table below

	Participating Pharmacy INFLUENZA	Participating Pharmacy PNEUMONIA
Vaccine Administration Fee	Pass-Through (capped at $15 per Vaccine Claim)	Pass-Through (capped at $20 per Vaccine Claim)
Ingredient Cost	Pass-Through	Pass-Through
Dispensing Fee	Pass-Through	Pass-Through

7. <u>OTHER PROVIDERS: I/T/U, IHS, LTC, AND HOME INFUSION.</u>

Other Providers		I/T/U and IHS Providers	Long Term Care Providers	Home Infusion & Specialty Home Infusion
Brands	**Pricing**	Pass-Through	Pass-Through	Pass-Through
	Dispensing Fee/Rx	Pass-Through	Pass-Through	Pass-Through
Generics	**Pricing**	Pass-Through	Pass-Through	Pass-Through
	Dispensing Fee/Rx	Pass-Through	Pass-Through	Pass-Through

8. <u>SaveonSP Program Performance Guarantee (Commercial)</u>. ESI shall provide the State with a "SaveOnSP Guarantee," as defined below, in the amount of $8.29 PMPM per year during the Initial Term The SaveOnSP Guarantee requires that the State meet program requirements for, and enrolls in, the SaveOnSP

Contractor Initials DCH

Date 9/1/21

Program Standard program implementation is ninety (90) days The SaveOnSP Guarantee shall be reconciled as follows (i) the actual amount of copay assistance dollars applied to Members' Copayments through the SaveOnSP program (ii) minus the amount of the benefit design copayment prior to the State's enrollment in the SaveOnSP Program, (iii) net of SaveOnSP program fees. The SaveOnSP Guarantee applies only for groups enrolled in the SaveOnSP program In addition to any other pricing conditions included herein, ESI reserves the right to adjust the SaveOnSP Guarantee if (a) manufacturer(s) change or alter their copay assistance program(s), (b) the State disenrolls from the SaveOn SP program or (c) ESI's ability to provide the SaveOnSP Guarantee is adversely affected due to (i) Brand Drugs moving off-patent to generic status, (ii) action by a manufacturer, (iii) any industry or market condition, (iv) due to a Change in Law; or (v) due to any other action or occurrence that has a material effect on ESI's ability achieve the SaveOnSP Guarantee. ESI shall calculate the SaveOnSP Guarantee on an annual basis. ESI shall pay to the State the net shortfall, if any, between the SaveOnSP Guarantee and the actual amount of copay assistance dollars applied to Members' Copayments through the SaveOnSP program within ninety (90) days after the end of the applicable calendar year. Any over performance will be retained by the State. If the State's participation in the SaveOnSP program is less than a full calendar year, ESI shall prorate the SaveOnSP Guarantee. The SaveOnSP Guarantee is an annual guarantee. 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 the State changes its benefit design or Formulary during the term of the Agreement ESI may adjust the SaveOnSP Guarantee

Contractor Initials DGA

Date 9/1/21

BROAD PERFORMANCE MEDICARE NETWORK

Broad Performance Medicare Network ("BPMN") is a contracted, Any Willing Provider (AWP) exclusive pharmacy network in which the BPMN participating pharmacies pay a performance payment (also referred to as "DIR") based on the pharmacy's overall performance relative to specific adherence measurements and specialty metrics, determined by ESI, measured during the applicable measurement period (annual calendar year). There is an additional administrative fee for this program referenced in Agreement

Broad Performance Medicare Network (BPMN) Exclusive Assumptions.

a. For BPMN, performance payments from applicable BPMN pharmacies are estimated at an average of

Year 1 $4 04
Year 2 $4.04
Year 3 $4 04
Year 4 $4.04
Year 5 $4.04

per BPMN pharmacy claim All Performance payments will be included as credits to the Discount and Dispensing Fee Pricing Guarantees.

i. The calculation for determining the BPMN performance payment is as follows. Total BPMN performance payment amount collected for the annual period divided by the total BPMN pharmacy claims for the annual period

ii The BPMN pharmacy performance payment estimate will be measured and reconciled on an annual basis within one hundred eighty (180) days of the end of each contract year. ESI will pay the difference attributable to any shortfall between the actual result and the guaranteed result

b. Except as otherwise provided herein, the BPMN performance estimates are for the term of the agreement.

c. In the event of a change in network composition or its terms and conditions as required by the State, ESI reserves the right to make an adjustment to the terms related to the BPMN

d. Inclusive of any pricing conditions listed in the Agreement, if any government or manufacturer action, change in law or regulation, change in the interpretation of any law or regulation, or any other action or occurrence materially changes the scope of services provided by ESI or effects ESI's ability to satisfy any commitment herein, ESI may make an adjustment to the terms related to the BPMN.

e. Express Scripts will pass-through 90% of the BPMN pharmacy performance payments collected to the State; the remaining 10% shall be withheld to facilitate the annual reconciliation process (the "Withheld Amount"). These BPMN performance payments, less the Withheld Amount, will be made to the State on a quarterly basis as a separate check or wire transfer/EFT. The State will receive quarterly reporting as verification of performance payments paid by BPMN pharmacy providers. Withheld Amounts will be reported quarterly.

f. Express Scripts will perform an annual reconciliation of applicable BPMN pharmacy performance and final total BPMN claims which will be completed within one hundred eighty (180) days after the end of the evaluation period (January 1 through December 31). Such reconciliation could result in additional BPMN performance payment fees either owed to the State or owed to the BPMN pharmacies by the State

Contractor Initials
Date 9/1/21

i. If money is owed to the State, on the State's behalf, ESI will: (i) remit to the State the Withheld Amount and (ii) collect any amounts due from the applicable BPMN pharmacies and pass to the State as a separate check or wire transfer/EFT.

ii. If money is owed to applicable BPMN pharmacies, ESI shall use the quarterly Withheld Amount to reimburse applicable BPMN pharmacies who are owed by the State. Once annual reconciliation is completed, any remaining Withheld Amount will be paid to the State. If the Withheld Amount is insufficient to pay applicable BPMN pharmacies owed by the State, the State shall pay ESI for such shortfall.

g. If the State terminates or cancels its participation in the BPMN for any reason prior to the end of any annual evaluation period, the State shall reimburse ESI all BPMN performance payments received from ESI within *(90) days of termination In the event the State fails to do so, ESI may exercise its rights under the State's* PBM Agreement with ESI and/or may, notwithstanding any other provision to the contrary, apply Rebate amounts otherwise owed to the State against any unpaid performance payments.

h. The one-time set up fee to support quality reporting implementation prior to the Broad Performance Medicare Network implementation effective date has been included in the overall BPMN admin fee.

Contractor Initials

Date 1/1/21

EXHIBIT C-3

Rebates

1. NON-SPECIALTY REBATE AMOUNTS

1.1. Subject to the conditions set forth in this Agreement, ESI will pay to the State an amount equal to the greater of:

a 100.00% of the Rebates and Manufacturer Administrative Fees received by ESI, or subject to the State meeting the Plan design conditions identified in the table below, the following guaranteed amounts:

b. Commercial and EGWP

Commercial			
Formulary:	National Preferred Formulary		
Copayment Design:	Minimum $15 Copayment Differential		
	Participating Pharmacies		ESI Mail Pharmacy
Days' Supply	1-83 Days' Supply	84-90 Days' Supply*	
Per Brand Drug Claim (non-Specialty Products)	Year 1 $248.00 Year 2 $253 00 Year 3 $268.00 Year 4 $268.00 Year 5. $268.00	Year 1 $816 00 Year 2 $826.00 Year 3 $861.00 Year 4 $861 00 Year 5 $861 00	Year 1. $816.00 Year 2. $826.00 Year 3 $861.00 Year 4 $861 00 Year 5 $861.00

*If implementing the Commercial Standard Maintenance Network. If not implementing the Commercial Standard Maintenance network then all Days' Supply falls under the 1-83 Days' Supply guarantee for Participating Pharmacies.

EGWP			
Formulary:	Premier Access		
Copayment Design:	Minimum $15 Copayment Differential		
	Participating Pharmacies		ESI Mail Pharmacy
Days' Supply	1-34 Days' Supply	35-90 Days' Supply	
Per Brand Drug Claim (non-Specialty Products)	Year 1 $321 00 Year 2 $344.00 Year 3 $357.00 Year 4 $357.00 Year 5. $357.00	Year 1 $859.00 Year 2. $926.00 Year 3 $970 00 Year 4 $970 00 Year 5 $970 00	Year 1 $859 00 Year 2 $926.00 Year 3 $970.00 Year 4 $970.00 Year 5 $970 00

1.2. REBATE PAYMENT TERMS

a Subject to the conditions set forth herein, ESI shall pay the State the greater of the minimums or 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 amount in 1.2.a. above paid to the State quarterly) within ninety (90) days following the end of each contract year and shall credit the State for any deficit on the next invoice immediately following the reconciliation.

Contractor Initials MA

Date 9/1/21

c EGWP wrap/supplemental coverage claims are included in the Commercial minimum Rebate guarantees

2. SPECIALTY REBATE AMOUNTS

2.1. Subject to the conditions set forth in this Agreement, ESI will pay to the State an amount equal to the greater of

a. 100 00% of the Rebates and Manufacturer Administrative Fees received by ESI, or subject to the State meeting the Plan design conditions identified in the table below, the following guaranteed amounts:

b Commercial and EGWP

	Commercial	
Formulary:	National Preferred Formulary	
Copayment Design:	Minimum $15 Copayment Differential	
	Participating Pharmacies	ESI Specialty Pharmacy
Per Brand Drug Claim (Specialty Products)	Year 1 $3,450.00 Year 2 $4,225.00 Year 3 $5,200.00 Year 4 $5,200.00 Year 5 $5,200.00	Year 1 $3,450.00 Year 2 $4,225 00 Year 3 $5,200 00 Year 4 $5,200 00 Year 5 $5,200 00

	EGWP	
Formulary:	Premier Access	
Copayment Design:	Minimum $15 Copayment Differential	
	Participating Pharmacies	ESI Specialty Pharmacy
Per Brand Drug Claim (Specialty Products)	Year 1 $1,650.00 Year 2 $1,950.00 Year 3 $2,325.00 Year 4 $2,325 00 Year 5 $2,325.00	Year 1 $1,650.00 Year 2 $1,950.00 Year 3 $2,325.00 Year 4 $2,325.00 Year 5. $2,325.00

2.2 REBATE PAYMENT TERMS

a Subject to the conditions set forth herein, ESI shall pay the State the percentage amounts set forth above for 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 the State quarterly) within ninety (90) days following the end of each contract year and shall credit the State for any deficit on the next invoice immediately following the reconciliation.

c. EGWP wrap/supplemental coverage claims are included in the Commercial minimum Rebate guarantees

Contractor Initials GA
Date 9/1/21

3 CONDITIONS (APPLIES TO ALL REBATES)

3.1 ESI contracts for Rebates and Manufacturer Administrative Fees, if indicated to be paid above, on its own behalf and for its own benefit, and not on behalf of the State Accordingly, ESI retains all right, title and interest to any and all actual Rebates and Manufacturer Administrative Fees received. ESI will pay the State amounts equal to the Rebate and Manufacturer Administrative Fees amounts allocated to the State, as specified above, from ESI's general assets (neither the State, its Members, nor the State's plan retains any beneficial or proprietary interest in ESI's general assets). The State 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 or Manufacturer Administrative Fee payments received by ESI during the collection period or moneys payable under this Section. No amounts for Rebates or Manufacturer Administrative Fees will be paid until this Agreement is executed by the State. ESI will have the right to apply the State's allocated Rebate amount and Manufacturer Administrative Fees amount to unpaid Fees.

3.2 Guarantee Exclusions. The following are not eligible for guaranteed Rebate amounts (if any).

Commercial	
Retail Brand **Retail-90 Brand** **Mail Brand**	Specialty Products (other than specialty guarantee, if any), Compounds, Member Submitted Claims, Subrogation claims, biosimilar products, vaccines, OTCs, claims older than 180 days, claims through on-site, in-house, State-owned, or Plan-owned pharmacies, claims through 340b pharmacies, coordination of benefit claims, DMR claims, claims for beauty aids and cosmetics, claims pursuant to a 100% Member Copayment plan
Specialty Retail Brand **Specialty Mail Brand**	Compounds, Member Submitted Claims, Subrogation claims, biosimilar products, vaccines, OTCs, claims older than 180 days, claims through on-site, in-house, State-owned, or Plan-owned pharmacies, claims through 340b pharmacies, coordination of benefit claims, DMR claims, claims for beauty aids and cosmetics, claims pursuant to a 100% Member Copayment plan

EGWP	
Retail Brand **Retail-90 Brand** **Mail Brand**	Specialty Products (other than specialty guarantee, if any), Compounds, Member Submitted Claims, Subrogation claims, biosimilar products, vaccines, OTCs, claims older than 180 days, claims through on-site, in-house, State-owned, or Plan-owned pharmacies, claims through 340b pharmacies, coordination of benefit claims, DMR claims, claims for beauty aids and cosmetics, claims pursuant to a 100% Member Copayment plan
Specialty Retail Brand **Specialty Mail Brand**	Compounds, Member Submitted Claims, Subrogation claims, biosimilar products, vaccines, OTCs, claims older than 180 days, claims through on-site, in-house, State-owned, or Plan-owned pharmacies, claims through 340b pharmacies, coordination of benefit claims, DMR claims, claims for beauty aids and cosmetics, claims pursuant to a 100% Member Copayment plan

3.3 ESI reserves the right, upon notice, to adjust the Rebate guarantees for the affected line of business, if Rebate revenue is materially decreased because Brand Drugs unexpectedly move off-patent to generic status or due to a Change in Law Expected patent expiration is made by reference to patent expiration dates in the FDA Orange Book as of the Effective Date of the Agreement.

The State acknowledges that it may be eligible for Rebate amounts and Manufacturer Administrative Fee amounts under this Agreement only so long as the State, 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

Contractor Initials DJA
Date 9/1/21

Agreement, without the prior written consent of ESI In the event that the State 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 or Manufacturer Administrative Fee amounts earned but not yet paid to the State To the extent the State 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 and Manufacturer Administrative Fee 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 rebate agreements, as communicated by ESI to the State 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 Rebate and Manufacturer Administrative Fee amounts paid to the State 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. The State 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 the State from meeting any such obligation.

Contractor Initials DGA
Date 7/1/21

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 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 two standard resin ID cards) Member replacement cards printed via web
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 - State 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 ($10,000 non-compound limit) Patient Assurance Program
Intelligence	
Advanced Analytics and Insights	Client Website – eService Delivery (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

Contractor Initials

Date 9/1/21

	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 State without prior notice.

Benefits Management

Additional PBM Services	
Direct/Paper Claims	$3 00 per claim
Standard Single Sign-On (SSO)	$0 00
Coordination of Benefits & Payment Integrity Solutions Cost Avoidance & COB Adjudication • 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 COB Adjudication (Standalone) • Creation of custom reimbursement formula (if needed) • Setup and ongoing maintenance • Product support Subrogation • Medicaid Subrogation Claims • Medicare Subrogation Claims • Commercial Subrogation Claims Overpayment Recovery • This service includes retrospective review of claims and OHI to identify and recover plan payments • The fee is contingent upon the successful recovery of overpayments	$0.06 PMPM $3 00 per paid claim NOTE This fee is waived if enrolled in the above Cost Avoidance & COB Adjudication Service or Overpayment Recovery $3.00 per paid claim $3.00 per paid claim $3.00 per paid claim 17% of the overpayment amounts recovered
Explanation of Benefits (EOBs)	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)
Member Grievances	$0 15 PMPM
Electronic Pharmacy Benefit Eligibility Verification	Pass-through at Express Scripts' preferred rate with data switch such as Surescripts
Enhanced Pharmacy Audit Program (optional)	$0 06/paid claim

Contractor Initials JPA

Date 9/1/2(

Vaccine Program (optional)	$2 50 per vaccine 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 State, State'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)	State's fee to SaveonSP based on a percentage 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
Ad-hoc custom report production (optional) requiring re-programming and testing of non-standard requirements for the State, up to 10 programming hours to support specialized reporting or benefit design (not already available in Trend Central	$150 per hour, minimum of $500
Implementation Services	
Member Replacement ID Cards sent via mail	$1 50
Technology and Communication Services	
External (Client-Facing) APIs Provides clients with access to developer portal for use of all of our client-facing APIs	$75,000
Technology Development for Custom Solutions	$143/hour
Development and delivery of custom communications	Priced upon request
Personalized Pharmacy Experience	
Prescription Delivery with Expedited Shipping As requested by member	Varies - member is responsible for shipping charge
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			
Purchase Arrangement		Fee per Initial Determination	
Purchasing PMPM based AUM Package/List?	Purchasing ESI Level 2 and Urgent Appeal Service?	UM (PA, Step, QLL)	Benefit Reviews
Yes	No	$0	$55
Yes	Yes	$10	$65
No	No	$55	$55
No	Yes	$65	$65
External Reviews (optional) Facilitated by UM company, reviewed by independent review organizations		$800 per review	
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	

Contractor Initials MGH

Date 9/1/21

Fees Applicable to Retiree Drug Subsidy Plans Only	
Retiree Drug Subsidy (RDS) enhanced service Express Scripts sends reports to CMS on behalf of State	$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 State	$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. The State 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 the State (and corresponding pricing and guarantees) as of the Effective Date is outlined in the Clinical Addendum (executed separately by the State)

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 *Personalized digital tools, adherence solutions, education, and counseling*	Physician Support *Bi-directional EHR communication, real-time safety alerts, and provider engagement*
Pharmacy Support *Point of sale pharmacy messaging and clinical care improvement opportunities*	Plan Management Support *Care coordination with Care Insights Hub and Population Health Manager*

Standalone Solutions	
ScreenRx: Medication adherence solution	$0 25 PMPM
RationalMed: Advanced patient safety solution integrating medical, prescription, and laboratory data	$0 25 PMPM year 1, $0 35 PMPM all years following
Retrospective DUR (RDUR): Patient safety solution integrating prescription data	Basic RDUR Module $0 05 PMPM 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	$0.25 PMPM (assumes State adds AOM point of sale edits to the Commercial plan)
Enhanced Fraud, Waste, & Abuse. Advanced patient and prescriber investigative services to identify opportunities for reducing plan costs and increasing patient safety	Commercial $0 05 PMPM

Contractor Initials JSA

Date 9/1/21

	Medicare Part D $0.04 per claim
inMynd. Behavioral health solution	$0 29 PMPM
Embarc Benefit Protection	$0 99 PMPM
Smart PA	$20 per paid claim
Medical Drug Management	$0 40 PMPM Comprehensive $0 42 PMPM Advanced $0 45 PMPM
MediCUBE with clinical pharmacist support	$0 10 PMPM (>100k Lives) or a minimum of $125,000 per year (<100k Lives) Access for up to 5 MediCUBE users Each additional MediCUBE user will cost State $10,000 per year
MediCUBE with dedicated academic detailing pharmacist	$0 10 PMPM (>100k Lives) or a minimum of $125,000 per year (<100k Lives) +$300,000/year Access for up to 5 MediCUBE users Each additional MediCUBE user will cost State $10,000 per year
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 State 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 State specific, priced upon request Eligibility Reporting $1,000 per ad hoc report
Changes after go-live	Vendor add $10,000 Program add $5,000 New carrier. $5,000 Customization. client specific, priced upon request

Digital Health Solutions *PPPM – Per participating patient per month*	
LifeScan	OneTouch Reveal Diabetes $45 PPPM - 6 months minimum billing per activation OneTouch Reveal Plus $60 PPPM – 6 months minimum billing per activation
Livongo	Diabetes $67 PPPM - 6 months minimum billing per activation; fee includes unlimited test strips

Contractor Initials JGA
Date 9/1/21

	Diabetes Prevention and Weight Management $50 PPPM months 1-12, $25 PPPM months 13+, 12 months minimum billing per activation Hypertension $39 PPPM - 6 months minimum billing per activation
Omada	Diabetes $82 PPPM - 3 months minimum billing per activation; fee includes unlimited BioTel Care® strips Diabetes Prevention $50 PPPM months 1-12, $28 PPPM months 13+, 3 months minimum billing per activation Hypertension $53 PPPM - 3 months minimum billing per activation Diabetes + Hypertension $91 PPPM - 3 months minimum billing per activation Musculoskeletal • 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	Pulmonary $4 50 per targeted patient per month for a minimum of 6 months
Quit Genius	Tobacco & Vaping Cessation $35 PPPM for a minimum of 12 months
RecoveryOne	Musculoskeletal Care $97 50 PPPM for a minimum of 12 months
Hinge Health	Musculoskeletal Care • Chronic $995 per participating member per year, billed in month 1 of the program • Acute. $250 per participating member per year, billed in month 1 of the program
SilverCloud	Cognitive Behavioral Therapy – for depression, anxiety or insomnia $0 15 PMPM

Advanced Utilization Management (AUM) Packages

Limited Package	Delivers plan savings with minimal member impact	Pricing available upon request
Advantage Package	Same as Limited, adding chronic disease states and a broad specialty offering	Pricing available upon request
Advantage Plus Package	Same as Advantage, adding undermanaged medication classes for select chronic diseases	$0 65 PMPM (this package will include opioid pharmacy point of sale edits (e g first fill, MME, etc)
Unlimited Option	Allows implementation of any current and/or future UM program	Pricing available upon request

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

Contractor Initials

Date 9/1/21

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

Contractor Initials YAA

Date 9/1/21

Administrative Services and Clinical Programs - EGWP

INCLUDED SERVICES

Services listed are included within the pricing offered; additional services may be available for additional fees.

Benefits Management	
Basic PBM Services	Electronic claims processing Customer service for members Eligibility submission and maintenance Plan set-up and validation Primary claim avoidance for secondary payers based on eligibility file (i.e reject claims submitted as primary) Coverage determinations and appeals management Grievance and complaint management in accordance with CMS requirements Strategic account planning support
Formulary & Retail Network Services	Formulary services and notifications Establishment of a CMS approved Formulary and P&T Committee support Pharmacy network management and reimbursement including CMS requirements related to rebates and network access Enhanced network pharmacy audit (included in base admin fee) Pharmacy help desk
Regulatory Compliance	CMS Subsidy processing, reconciliation and reporting including LIS Premium Refund Services Preparation of all data necessary to meet Medicare Part D Reporting Requirements Maintenance and support of CMS "Prescription Drug Event" (claim) process Programs, services, and communications needed to ensure CMS compliance
Implementation Services	Implementation support
Technology and Communication Services	Express Scripts member website (express-scripts com) and mobile app Development and fulfillment of all Medicare required communications including new enrollee packets and Annual Notice of Change (ANOC) 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	CMS required clinical programs including retrospective drug utilization review (RDUR), Medication Therapy Management (MTM), and Opioid Overutilization Monitoring Concurrent Drug Utilization Review (DUR) Digital Health Formulary Development Enhanced Fraud, Waste and Abuse Program CMS approved Utilization Management Programs including Drug Quantity management, Prior Authorization, and Step Therapy Cost Exceeds/Maximum for compound drugs and non-compound drugs ($10,000 non-compound limit)
Intelligence	
Advanced Analytics and Insights	Client Website – eService Delivery (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

Contractor Initials _____

Date 9/1/21

Additional Services

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

Benefits Management

Additional PBM Services	
Direct/Paper Claims	$10 00 per claim
Standard Single Sign-On (SSO)	$0 00
Coordination of Benefits and Payment Integrity Solutions Cost Avoidance & COB Adjudication • Includes CMS required COB letters (Annual, New Enrollee, OHI Verification) • Validate COB/OHI directly with other payers • 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 Subrogation • Medicaid Subrogation Claims • Medicare Subrogation Claims • Commercial Subrogation Claims Overpayment Recovery • This service includes retrospective review of claims and OHI to identify and recover plan payments • The fee is contingent upon the successful recovery of overpayments	 $0 06 PMPM $3 00 per paid claim $3.00 per paid claim $3 00 per paid claim 17% of the overpayment amounts recovered
EGWP Enrollee Premium Billing	Pricing upon request
Medicare Part B Solution	Integrated Retail & Mail Program $0.42 PMPM Retail Only Program $0 20 PMPM Program Introductory Letter $1 35 / letter + postage
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
Vaccine Program (optional)	$2 50 per vaccine claim
Administration of PBM standard plan designs including tiered (3 and greater) co-payments, coinsurance, maximum limits, out-of-pocket limits, and deductibles.	1 is included in the base admin fee Express Scripts charges $5,000 per additional standard plan designs
Implementation Services	

Contractor Initials BGA

Date 9/1/21

Member Replacement Cards sent via mail	$1.50
Advanced Benefit Management / Data Integration	
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)
Advanced Analytics and Insights	
Custom Reporting Requiring development build	$143/hour
Technology and Communication Services	
External (Client-Facing) APIs Provides clients with access to developer portal for use of all of our client-facing APIs	$75,000
Technology Development for Custom Solutions	$143/hour
Development and delivery of custom communications	Priced upon request
Personalized Pharmacy Experience	
Prescription Delivery with Expedited Shipping As requested by member	Varies - member is responsible for shipping charge
Custom Laser Messaging	$40,000 per custom message A 20% discount will be provided for subsequent 3 month extensions of an active campaign

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 The State 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 the State (and corresponding pricing and guarantees) as of the Effective Date is outlined in the Clinical Addendum (executed separately by the State).

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 *Personalized digital tools, adherence solutions, education, and counseling*	Physician Support *Bi-directional EHR communication, real-time safety alerts, and provider engagement*
Pharmacy Support *Point of sale pharmacy messaging and clinical care improvement opportunities*	Plan Management Support *Care coordination with Care Insights Hub and Population Health Manager*
Standalone Solutions	
ScreenRx: Medication adherence solution	$0 25 PMPM
RationalMed: Advanced patient safety solution integrating medical, prescription, and laboratory data	$0 25 PMPM year 1, $0 35 PMPM all years following*

Contractor Initials MA

Date 4/1/21

	*States with 5-10K lives may incur a one-time medical/lab data onboarding fee dependent on vendors
Advanced Opioid Management. Comprehensive and proactive approach to opioid management	$0 26 PMPM
Medicare PDE STARS Advisor	$0 10 PMPM or $1500 minimum
inMynd· Behavioral health solution	$0 26 PMPM
Medical Drug Management	Comprehensive $0 42 PMPM Advanced $0 45 PMPM
MediCUBE with clinical pharmacist support	$0 10 PMPM (>100k Lives) or a minimum of $125,000 per year (<100k Lives) Access for up to 5 MediCUBE users Each additional MediCUBE user will cost State $10,000 per year
MediCUBE with dedicated academic detailing pharmacist	$0 10 PMPM (>100k Lives) or a minimum of $125,000 per year (<100k Lives) +$300,000/year Access for up to 5 MediCUBE users Each additional MediCUBE user will cost State $10,000 per year
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
Smart PA	$20 per paid claim
Forensic Pharmacy (ForensicRx)	$0 25 PMPM

Digital Health Solutions *PPPM – Per participating patient per month*	
LifeScan	OneTouch Reveal Diabetes $45 PPPM - 6 months minimum billing per activation OneTouch Reveal Plus $60 PPPM – 6 months minimum billing per activation
Livongo	Diabetes $67 PPPM - 6 months minimum billing per activation; fee includes unlimited test strips Diabetes Prevention and Weight Management. $50 PPPM months 1-12, $25 PPPM months 13+, 12 months minimum billing per activation Hypertension· $39 PPPM - 6 months minimum billing per activation
Propeller	Pulmonary $4 50 per targeted patient per month for a minimum of 6 months
Quit Genius	Tobacco & Vaping Cessation $35 PPPM for a minimum of 12 months
RecoveryOne	Musculoskeletal Care· $97 50 PPPM for a minimum of 12 months
Hinge Health	Musculoskeletal Care· • Chronic $995 per participating member per year, billed in month 1 of the program • Acute $250 per participating member per year, billed in month 1 of the program
SilverCloud	Cognitive Behavioral Therapy – for depression, anxiety or insomnia $0 15 PMPM

Contractor Initials DSA

Date 9/1/21

EXHIBIT C-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 the State to perform its related obligations under the Agreement, or actions or inactions of the State 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), the parties may agree to adjust or eliminate 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 contract year, ESI shall report to the State 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 the State within thirty (30) days following the State's receipt of reconciliation report

In no event will the sum of the payments to the State exceed $500,000 per year for Commercial and $250,000 for EGWP for the annual ongoing performance standards. The State may reallocate performance guarantee penalty amounts across each ongoing performance standard guarantee listed in this Exhibit provided, that (i) no greater than 25% 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 Ongoing PGs penalty allocations equal 100% of the total performance guarantee risk pool.

ESI is providing $350,000 for Commercial and $150,000 for EGWP for all implementation performance standards one-time only, unless a major system upgrade occurs. If a major system upgrade occurs at any time during the contract period any relevant implementation performance standards will apply to the system upgrade implementation at the same levels of risk.

ESI is also providing $150,000 each for Commercial and EGWP annual Monitoring performance standards. State may reallocate performance guarantee penalty amounts across each Monitoring performance standard guarantee listed in this Exhibit provided, that (i) no greater than 25% 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 Monitoring PGs penalty allocations equal 100% of the total performance guarantee risk pool.

The following performance standards are based on current Members as of the Effective Date and throughout the Term 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 renegotiate the standards and penalties set forth below for the impacted line of business

a The State's Commercial Membership experiences a 10% reduction in members; or

b. The State's EGWP Membership experiences a 10% reduction in members and the EGWP plan has not been terminated by the State,

Performance standards for ESI Mail Pharmacy assume a minimum of 1,000 ESI Mail Pharmacy prescriptions submitted annually. Unless otherwise specified, the mail order and contact center performance standards set forth in this exhibit will not apply to ESI Specialty Pharmacy.

Contractor Initials GMA
Date 9/1/21

Commercial

Service Feature	Standard	Penalty
Implementation		
Plan Setup	The State's required data and plan setups will be operational, assuming the State met the ESI standard timeline for plan decisions and required sign off, at least 30 days prior to start date	ESI will put $35,000 as a total amount of penalty at risk.
Eligibility Load	ESI will load eligibility file within agreed time frame, but no less than 15 days prior to start date	ESI will put $35,000 as a total amount of penalty at risk.
ID Cards	All members will receive accurate ID cards and welcome kits at least 10 days prior to start date. This standard is dependent on receiving the final clean eligibility file from the State or vendor, and the State's sign-off on sample materials by the mutually agreed dates outlined in the project plan. Medicare ID cards will be mailed within 10 calendar days of receipt from CMS that a member is eligible for enrollment in the plan. This is contingent upon receipt of the eligibility file from the client within agreed to time frames	ESI will put $35,000 as a total amount of penalty at risk.
Dedicated Phone Line	ESI will provide a dedicated, toll-free phone line for members to assist with open enrollment related questions.	ESI will put $35,000 as a total amount of penalty at risk
Claims History	ESI will load initial claims history prior to start date, assuming initial file is provided by previous vendor at least 15 days before start date.	ESI will put $35,000 as a total amount of penalty at risk
Prior Authorization History	ESI will load Prior Authorization file prior to start date, assuming initial file is provided by previous vendor at least 15 days before start date.	ESI will put $35,000 as a total amount of penalty at risk.
Refill File	ESI will load refill file prior to start date, assuming initial file is provided by previous vendor at least 15 days before start date	ESI will put $35,000 as a total amount of penalty at risk.
Plan Design Approval	Plan Design and Coverage rules must be submitted to the State for approval no later than 60 days prior to start date	ESI will put $35,000 as a total amount of penalty at risk
Member Plan Change Communications	Patient specific communications regarding formulary or other benefit design changes shall be mailed to members at least 20 business days before start date	ESI will put $35,000 as a total amount of penalty at risk.

Contractor Initials MGA
Date 7/1/21

Service Feature	Standard	Penalty
Implementation Satisfaction	The State will be satisfied with all aspects of the implementation team's performance and results of implementation process. Measured by a mutually agreed upon survey conducted 30 days after start date Within 30 days of the effective day, ESI shall send a satisfaction survey to two designated State personnel . Satisfaction will be measured by ESI' ability to complete mutually agreed upon key functions in an accurate and timely manner according to the detailed work plan. Specifically, the State may assess a penalty if, the State does not rate ESI's performance in implementing the program in an accurate and timely manner an average of 3 or better on a scale of 1 to 5 (5 being the best) This measurement is based on State specific results and is a one time only standard.	ESI will put $35,000 as a total amount of penalty at risk
Ongoing Performance (Annual)		
Eligibility Loads	Accurate and complete electronically submitted eligibility files shall be completely and accurately processed and loaded by ESI within one business day of receipt when transmitted by 10 00 A.M. EST, via secured process agreed upon by the State and ESI.	ESI will put $18,520 as a total amount of penalty at risk.
New Member ID Cards	Accurate ID cards will be mailed to new members at least within 5 days after receipt of eligibility file load (if applicable).	ESI will put $18,520 as a total amount of penalty at risk.
System Up Time	ESI guarantees 99.5% claims processing systems availability (other than scheduled maintenance time) during normal service hours This standard excludes systems downtime attributed to regularly scheduled systems maintenance or systems downtime attributed to telecommunications failure or other circumstances outside the control of ESI.	ESI will put $18,520 as a total amount of penalty at risk.
Member Communication Approval	ESI agrees that 100% of member communications will be approved by the State, with the exception of standard operational documents, communications related to drug recalls, or when the health or safety of a member may be in jeopardy	ESI will put $18,520 as a total amount of penalty at risk.
Member Communication Accuracy	ESI agrees that 100% of all member communications will be accurate and complete for the intended recipient (pass/fail)	ESI will pay the State $9,260 per every full percentage point below the standard. Payment based on annual average will total maximum payout of $18,520

Contractor Initials DSH
Date 9/1/21

Service Feature	Standard	Penalty
Audit Findings	ESI will fully complete and resolve all identified mutually agreed upon PBM Audit findings within 6 months of PBM notification from the State or the State's representative	ESI will put $18,520 as a total amount of penalty at risk.
Audit Initial Response	ESI will provide response to initial audit findings within 30 days after PBM notification from the State or the State's representative	ESI will put $18,520 as a total amount of penalty at risk.
Member Satisfaction	93% of members will be satisfied based on Customer Satisfaction Score (CSAT) survey mutually developed by ESI and the State At least 20% of surveyed members shall be extremely or very satisfied.	ESI will pay the State $9,260 per every full percentage point below the standard. Payment based on annual average will total maximum payout of $18,520.
Speed of Answer	ESI guarantees that calls will be answered in an average of 25 seconds or less This standard is predicated on the installation of a toll-free number unique to the State Measurement includes calls routed to the IVR.	ESI will put $18,520 as a total amount of penalty at risk.
Abandonment Rate	The telephone abandonment rate of the member services toll free telephone line will not exceed 3%.	ESI will pay the State $9,260 per every full percentage point below the standard Payment based on annual average will total maximum payout of $18,520.
Mail Order Turn-around-time	Members shall receive Mail Order prescriptions within 2 business days without intervention and 4 days with intervention at 98% accuracy.	ESI will pay the State $9,260 per every full percentage point below the standard Payment based on annual average will total maximum payout of $18,520.
Mail Order Error Rate	The Dispensing Accuracy Rate for each Contract Year will be 99.997% or greater. Errors include but are not limited to patient name, prescribed drug, drug strength, and drug form Standard is measured at book of business.	ESI will put $18,520 as a total amount of penalty at risk.
Ad Hoc Turn-around-time	Ad-Hoc (non-standard) reports will be delivered within 5 business days of request at 95% accuracy.	ESI will pay the State $9,260 per every full percentage point below the standard Payment based on annual average will total maximum payout of $18,520
Standard Reports Turn Around Times	Standard Reports will be delivered on-time, as communicated in the reporting schedule, at 100% accuracy based on information ESI has available at the time the report is produced	ESI will put $18,520 as a total amount of penalty at risk.

Contractor Initials

Date 9/1/21

Service Feature	Standard	Penalty
Standard Report Accuracy	All Standard Reports will be 100% accurate at the time of delivery based on information ESI has available at the time the report is produced.	ESI will put $18,520 as a total amount of penalty at risk
Pharmacy Network Audit Electronic Review	100% of claims will be reviewed using an automated process.	ESI will put $18,520 as a total amount of penalty at risk
Pharmacy Network Audit Secondary review	20% of pharmacies in the State's network will be subject to secondary audit review. Available under Enhanced Pharmacy Audit program, details are provided in Cost Proposal.	ESI will put $18,520 as a total amount of penalty at risk.
Retail Network Access	At least 92% of participants will have at least one in network retail pharmacy within 5 miles of their home zip code.	ESI will put $18,520 as a total amount of penalty at risk
Retail Network Turnover	ESI agrees that less than 5% of network retail pharmacies list will change in/out of network status at any point during the year.	ESI will pay the State $9,260 per every full percentage point below the standard. Payment based on annual average will total maximum payout of $18,520.
Member Paper Claims	Less than 1% of claims shall be member submitted.	ESI will pay the State $9,260 per every full percentage point below the standard Payment based on annual average will total maximum payout of $18,520
Paper Claim Processing	95% of paper claims will be reimbursed within 10 days.	ESI will pay the State $9,260 per every full percentage point below the standard. Payment based on annual average will total maximum payout of $18,520
Account Management Satisfaction	The State will be extremely or very satisfied with the account management services Measured by a mutually agreed upon survey conducted 30 days after the end of each plan year.	ESI will put $18,520 as a total amount of penalty at risk.
Account Management Turnover	The account team members will remain consistent year over year, excluding State requested personnel changes and ESI employee promotions	ESI will put $18,520 as a total amount of penalty at risk.
State emails	ESI will respond to all State emails and calls within 24 hours at 95% accuracy, tracked by the State and verified by ESI.	ESI will pay the State $9,260 per every full percentage point below the standard. Payment based on annual average will total maximum payout of $18,520

Contractor Initials MGH

Date 9/1/21

Service Feature	Standard	Penalty
Benefit Claims Requests	100% of benefit changes, add, and deletes will be setup accurately based on information contained in signed benefit forms	ESI will pay the State $9,260 per every full percentage point below the standard. Payment based on annual average will total maximum payout of $18,520
Prior Authorization Requests	ESI guarantees 95% of prior authorization requests shall be processed within an annual average of two (2) business days of receiving all the information required to make a determination per contract year	ESI will pay the State $9,260 per every full percentage point below the standard. Payment based on annual average will total maximum payout of $18,520.
Invoicing errors	All invoicing errors will be credited to the State within a mutually agreed upon timeframe.	ESI will put $18,520 as a total amount of penalty at risk.
Monitoring PGs (Annual)		
Invoice Review	ESI will respond to all Invoice Review Findings within 48 hours	ESI will put $13,636 as a total amount of penalty at risk.
Monitoring	ESI will respond to all monitoring findings within 45 days after the close of each quarter.	ESI will put $13,636 as a total amount of penalty at risk.
Missed Guarantees	Any missed pricing guarantees, measured on a guarantee-by-guarantee basis, great than 1% of the total State's drug spend, will be corrected to within 1% of the State's total drug spend threshold within 90 days from monitoring report date at 95% accuracy.	ESI will pay the State $6,818 per every full percentage point below the standard Payment based on annual average will total maximum payout of $13,636.
Daily Claims File	ESI shall provide a daily claims file at 99% on-time delivery accuracy.	ESI will pay the State $6,818 per every full percentage point below the standard. Payment based on annual average will total maximum payout of $13,636
Specialty List	ESI shall provide a quarterly NDC level Specialty List with pricing with 100% accuracy.	ESI will pay the State $6,818 per every full percentage point below the standard Payment based on annual average will total maximum payout of $13,636.
Formulary	ESI shall provide a quarterly NDC level Formulary File with 100% accuracy.	ESI will pay the State $6,818 per every full percentage point below the standard. Payment based on annual average will total maximum payout of $13,636
Formulary Exclusion	ESI shall provide a quarterly NDC level Formulary Exclusion File with 100% accuracy.	ESI will pay the State $6,818 per every full percentage point below the standard. Payment based on annual average will total maximum payout of $13,636

Contractor Initials

Date 9/1/21

Service Feature	Standard	Penalty
Biosimilar and LDD	ESI shall provide a quarterly NDC level LDD and Biosimilar List with pricing with 100% accuracy.	ESI will pay the State $6,818 per every full percentage point below the standard. Payment based on annual average will total maximum payout of $13,636
Rebates	ESI shall provide quarterly Rebate report of earned, expected, and paid rebates with 100% Accuracy of earned and paid rebates.	ESI will put $13,636 as a total amount of penalty at risk
Clean Data	All data files will be clean, accurate, complete and include all required fields as specified and mutually agreed upon by SkySail, the State, and ESI. Resending a data file or supplementing a previous data file will be considered a miss. 97% Accuracy measured on a per file per delivery basis.	ESI will pay the State $6,818 per every full percentage point below the standard. Payment based on annual average will total maximum payout of $13,636.
Data Delivery Turn-around Time	ESI agrees to provide all data feeds, required lists, and reports (including invoices) within five (5) business days of expected delivery at 90% Accuracy.	ESI will pay the State $6,818 per every full percentage point below the standard Payment based on annual average will total maximum payout of $13,636.

EGWP

Service Feature	Standard	Penalty
Implementation		
Plan Setup	The State's required data and plan setups will be operational, assuming the State met the ESI standard timeline for plan decisions and required sign off, at least 30 days prior to start date.	ESI will put $15,000 as a total amount of penalty at risk
Eligibility Load	ESI will load eligibility file within agreed time frame, but no less than 15 days prior to start date.	ESI will put $15,000 as a total amount of penalty at risk.
ID Cards	All members will receive accurate ID cards and welcome kits at least 10 days prior to start date. This standard is dependent on receiving the final clean eligibility file from State or vendor, and State's sign-off on sample materials by the mutually agreed dates outlined in the project plan. Medicare ID cards will be mailed within 10 calendar days of receipt from CMS that a member is eligible for enrollment in the plan. This is contingent upon receipt of the eligibility file from the client within agreed to time frames	ESI will put $15,000 as a total amount of penalty at risk.
Dedicated Phone Line	ESI will provide a dedicated, toll-free phone line for members to assist with open enrollment related questions.	ESI will put $15,000 as a total amount of penalty at risk.

Contractor Initials JPA

Date 9/1/21

Service Feature	Standard	Penalty
Claims History	ESI will load initial claims history prior to start date, assuming initial file is provided by previous vendor at least 15 days before start date	ESI will put $15,000 as a total amount of penalty at risk
Prior Authorization History	ESI will load Prior Authorization file prior to start date, assuming initial file is provided by previous vendor at least 15 days before start date	ESI will put $15,000 as a total amount of penalty at risk
Refill File	ESI will load refill file prior to start date, assuming initial file is provided by previous vendor at least 15 days before start date.	ESI will put $15,000 as a total amount of penalty at risk.
Plan Design Approval	Plan Design and Coverage rules must be submitted to the State for approval no later than 60 days prior to start date	ESI will put $15,000 as a total amount of penalty at risk
Member Plan Change Communications	Patient specific communications regarding formulary or other benefit design changes shall be mailed to members at least 20 business days before start date.	ESI will put $15,000 as a total amount of penalty at risk.
Implementation Satisfaction	The State will be satisfied with all aspects of the implementation team's performance and results of implementation process Measured by a mutually agreed upon survey conducted 30 days after start date. Within 30 days of the effective day, ESI shall send a satisfaction survey to two designated State personnel. Satisfaction will be measured by ESI' ability to complete mutually agreed upon key functions in an accurate and timely manner according to the detailed work plan. Specifically, the State may assess a penalty if, the State does not rate ESI's performance in implementing the program in an accurate and timely manner an average of 3 or better on a scale of 1 to 5 (5 being the best) This measurement is based on State specific results and is a one time only standard.	ESI will put $15,000 as a total amount of penalty at risk.
Ongoing Performance (Annual)		
Eligibility Loads	Accurate and complete electronically submitted eligibility files shall be completely and accurately processed and loaded by ESI within one business day of receipt when transmitted by 10 00 A.M. EST, via secured process agreed upon by the State and ESI.	ESI will put $9,260 as a total amount of penalty at risk.
New Member ID Cards	Accurate ID cards will be mailed to new members at least within 5 days after receipt of eligibility file load (if applicable)	ESI will put $9,260 as a total amount of penalty at risk.

Contractor Initials DJA

Date 9/1/21

Service Feature	Standard	Penalty
System Up Time	ESI guarantees 99.5% claims processing systems availability (other than scheduled maintenance time) during normal service hours. This standard excludes systems downtime attributed to regularly scheduled systems maintenance or systems downtime attributed to telecommunications failure or other circumstances outside the control of ESI	ESI will put $9,260 as a total amount of penalty at risk.
Member Communication Approval	ESI agrees that 100% of member communications will be approved by the State, with the exception of standard operational documents, communications related to drug recalls, or when the health or safety of a member may be in jeopardy.	ESI will put $9,260 as a total amount of penalty at risk
Member Communication Accuracy	ESI agrees that 100% of all member communications will be accurate and complete for the intended recipient. (pass/fail)	ESI will pay the State $4,630 per every full percentage point below the standard. Payment based on annual average will total maximum payout of $9,260.
Audit Findings	ESI will fully complete and resolve all identified mutually agreed upon PBM Audit findings within 6 months of PBM notification from the State or the State's representative	ESI will put $9,260 as a total amount of penalty at risk
Audit Initial Response	ESI will provide response to initial audit findings within 30 days after PBM notification from the State or the State's representative.	ESI will put $9,260 as a total amount of penalty at risk
Member Satisfaction	93% of members will be satisfied based on Customer Satisfaction Score (CSAT) survey mutually developed by ESI and the State. At least 20% of surveyed members shall be extremely or very satisfied.	ESI will pay the State $4,630 per every full percentage point below the standard. Payment based on annual average will total maximum payout of $9,260.
Speed of Answer	ESI guarantees that calls will be answered in an average of 25 seconds or less This standard is predicated on the installation of a toll-free number unique to the State. Measurement includes calls routed to the IVR.	ESI will put $9,260 as a total amount of penalty at risk
Abandonment Rate	The telephone abandonment rate of the member services toll free telephone line will not exceed 3%.	ESI will pay the State $4,630 per every full percentage point below the standard Payment based on annual average will total maximum payout of $9,260.
Mail Order Turn-around-time	Members shall receive Mail Order prescriptions within 2 business days without intervention and 4 days with intervention at 98% accuracy	ESI will pay the State $4,630 per every full percentage point below the standard. Payment based on annual average will total maximum payout of $9,260

Contractor Initials

Date 11/21

Service Feature	Standard	Penalty
Mail Order Error Rate	The Dispensing Accuracy Rate for each Contract Year will be 99.997% or greater Errors include but are not limited to patient name, prescribed drug, drug strength, and drug form. Standard is measured at book of business	ESI will put $9,260 as a total amount of penalty at risk.
Ad Hoc Turn-around-time	Ad-Hoc (non-standard) reports will be delivered within 5 business days of request at 95% accuracy	ESI will pay the State $4,630 per every full percentage point below the standard Payment based on annual average will total maximum payout of $9,260.
Standard Reports Turn Around Times	Standard Reports will be delivered on-time, as communicated in the reporting schedule, at 100% accuracy based on information ESI has available at the time the report is produced.	ESI will put $9,260 as a total amount of penalty at risk.
Standard Report Accuracy	All Standard Reports will be 100% accurate at the time of delivery based on information ESI has available at the time the report is produced	ESI will put $9,260 as a total amount of penalty at risk
Pharmacy Network Audit Electronic Review	100% of claims will be reviewed using an automated process.	ESI will put $9,260 as a total amount of penalty at risk
Pharmacy Network Audit Secondary review	20% of pharmacies in the State's network will be subject to secondary audit review. Available under Enhanced Pharmacy Audit program, details are provided in Cost Proposal	ESI will put $9,260 as a total amount of penalty at risk
Retail Network Access	At least 92% of participants will have at least one in network retail pharmacy within 5 miles of their home zip code.	ESI will put $9,260 as a total amount of penalty at risk.
Retail Network Turnover	ESI agrees that less than 5% of network retail pharmacies list will change in/out of network status at any point during the year.	ESI will pay the State $4,630 per every full percentage point below the standard. Payment based on annual average will total maximum payout of $9,260.
Member Paper Claims	Less than 1% of claims shall be member submitted	ESI will pay the State $4,630 per every full percentage point below the standard Payment based on annual average will total maximum payout of $9,260
Paper Claim Processing	95% of paper claims will be reimbursed within 10 days	ESI will pay the State $4,630 per every full percentage point below the standard. Payment based on annual average will total maximum payout of $9,260.

Contractor Initials
Date 9/1/21

Service Feature	Standard	Penalty
Account Management Satisfaction	The State will be extremely or very satisfied with the account management services Measured by a mutually agreed upon survey conducted 30 days after the end of each plan year.	ESI will put $9,260 as a total amount of penalty at risk.
Account Management Turnover	The account team members will remain consistent year over year, excluding State requested personnel changes and ESI employee promotions.	ESI will put $9,260 as a total amount of penalty at risk
State emails	ESI will respond to all State emails and calls within 24 hours at 95% accuracy, tracked by the State and verified by ESI.	ESI will pay the State $4,630 per every full percentage point below the standard. Payment based on annual average will total maximum payout of $9,260
Benefit Claims Requests	100% of benefit changes, add, and deletes will be setup accurately based on information contained in signed benefit forms.	ESI will pay the State $4,630 per every full percentage point below the standard. Payment based on annual average will total maximum payout of $9,260.
Prior Authorization Requests	ESI guarantees 95% of prior authorization requests shall be processed within an annual average of two (2) business days of receiving all the information required to make a determination per contract year.	ESI will pay the State $4,630 per every full percentage point below the standard. Payment based on annual average will total maximum payout of $9,260.
Invoicing errors	All invoicing errors will be credited to the State within a mutually agreed upon timeframe.	ESI will put $9,260 as a total amount of penalty at risk
Monitoring PGs (Annual)		
Invoice Review	ESI will respond to all Invoice Review Findings within 48 hours.	ESI will put $13,636 as a total amount of penalty at risk
Monitoring	ESI will respond to all monitoring findings within 45 days after the close of each quarter.	ESI will put $13,636 as a total amount of penalty at risk.
Missed Guarantees	Any missed pricing guarantees, measured on a guarantee-by-guarantee basis, great than 1% of the total State's drug spend, will be corrected to within 1% of the State's total drug spend threshold within 90 days from monitoring report date at 95% accuracy.	ESI will pay the State $6,818 per every full percentage point below the standard. Payment based on annual average will total maximum payout of $13,636
Daily Claims File	ESI shall provide a daily claims file at 99% on-time delivery accuracy	ESI will pay the State $6,818 per every full percentage point below the standard. Payment based on annual average will total maximum payout of $13,636.

Contractor Initials
Date 9/1/21

Service Feature	Standard	Penalty
Specialty List	ESI shall provide a quarterly NDC level Specialty List with pricing with 100% accuracy	ESI will pay the State $6,818 per every full percentage point below the standard Payment based on annual average will total maximum payout of $13,636
Formulary	ESI shall provide a quarterly NDC level Formulary File with 100% accuracy.	ESI will pay the State $6,818 per every full percentage point below the standard. Payment based on annual average will total maximum payout of $13,636
Formulary Exclusion	ESI shall provide a quarterly NDC level Formulary Exclusion File with 100% accuracy.	ESI will pay the State $6,818 per every full percentage point below the standard. Payment based on annual average will total maximum payout of $13,636.
Biosimilar and LDD	ESI shall provide a quarterly NDC level LDD and Biosimilar List with pricing with 100% accuracy.	ESI will pay the State $6,818 per every full percentage point below the standard. Payment based on annual average will total maximum payout of $13,636.
Rebates	ESI shall provide quarterly Rebate report of earned, expected, and paid rebates with 100% Accuracy of earned and paid rebates.	ESI will put $13,636 as a total amount of penalty at risk
Clean Data	All data files will be clean, accurate, complete, and include all required fields as specified and mutually agreed upon by SkySail, the State, and ESI. Resending a data file or supplementing a previous data file will be considered a miss. 97% Accuracy measured on a per file per delivery basis.	ESI will pay the State $6,818 per every full percentage point below the standard Payment based on annual average will total maximum payout of $13,636
Data Delivery Turn-around Time	ESI agrees to provide all data feeds, required lists, and reports (including invoices) within five (5) business days of expected delivery at 90% Accuracy.	ESI will pay the State $6,818 per every full percentage point below the standard. Payment based on annual average will total maximum payout of $13,636.

Contractor Initials 2JA

Date 9/1/21

Addendum A

State of New Hampshire RFP #2457-21, to include all addenda, and Express Scripts, Inc 's response thereto is incorporated herein by reference. In the event there is a conflict between this Agreement and the RFP response the term more favorable to the State shall control.

Contractor Initials

Date 9/1/21

Addendum B

Required Protection of Confidential Information and Data Security

In performing its obligations under the Agreement, Contractor, inclusive of any subsidiaries and related entities shall gain access to State data and information and with respect to such will comply with the following terms and conditions Protection of State data and information shall be an integral part of the business activities of Contractor Contractor shall ensure that there is no inappropriate or unauthorized use of State data and information at any time.

1. Definitions
    - a Confidential Information. Protected health information (PHI), personally identifiable information (PII), and other personal private, and/or sensitive information.
    - b Data All information and things developed or obtained during the performance of, or acquired or developed by reason of, this agreement, including but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished
2. Contractor Responsibilities
    - a. Confidential Information obtained by Contractor shall remain the property of the State and shall at no time become the property of Contractor unless otherwise explicitly permitted under the Agreement.
    - b Contractor shall develop and implement policies and procedures to safeguard the confidentiality, integrity and availability of the State's information
    - c Contractor shall not use the State's Confidential Information developed or obtained during the performance of, or acquired or developed by reason set forth within the Agreement, except as is directly connected to and necessary for Contractor's performance under the Agreement, or unless otherwise permitted under the Agreement.
    - d In the event Contractor stores Data and/or Confidential Information, such information shall be encrypted by Contractor both at rest and in motion
    - e Contractor shall have, and shall ensure that any subcontractors or related entities have, proper security measures in place for protection of the State's data. Such security measures shall comply with HIPAA and all other applicable State and federal data protection and privacy laws.
3. Controls. Contractor shall, and shall ensure that any subcontractors or related entities use at all times proper controls for secured storage of, limited access to, and rendering unreadable prior to discarding, all records containing the State's Confidential Information. Contractor shall not store or transfer Confidential Information collected in connection with the services rendered under this Agreement outside of the North America This includes backup data and disaster recovery locations.
4. Breach Notification.
    - a. Contractor shall notify the State of any security breach, or potential breach of Contractor or any subcontractors or related entities, that jeopardizes, or may jeopardize the State's Data, Confidential Information, or processes. For purposes of reporting under this Section, security breach or potential breach shall be limited to the successful or attempted unauthorized access, use, disclosure, modification, or destruction of information, or the successful interference with system operations in an information system. A potential breach or an attempted unauthorized access is an incident in which the Contractor has conducted a risk assessment and determined there is a high probability that a breach or unauthorized access occurred.

Contractor Initials DSM
Date 9/1/21

b. Contractor shall notify the State of a security breach, or potential breach of Contractor or any subcontractors or related entities upon discovery. Contractor will treat a security breach or potential breach as being discovered as of the first day on which such incident is known to Contractor, or by exercising reasonable diligence, would have been known to Contractor. Contractor shall be deemed to have knowledge of a security breach or potential breach if such incident is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is an employee, officer or other agent of Contractor.

c Full disclosure of the security breach or potential breach of Contractor or any subcontractors or related entities shall be made and include all available information resulting from investigation of the security breach or potential breach. Contractor shall make efforts to investigate the causes of the security breach or potential breach, promptly take measures to prevent any future breach; and mitigate any damage or loss. In addition, Contractor shall inform the State of the actions it is taking, or will take, to reduce the risk of further loss to the State.

d. All legal notifications required as a result of a breach of information, or potential breach, collected pursuant to this Agreement shall be coordinated with the State.

5 Liability and Damages. In addition to Contractor's liability as set forth elsewhere in the Agreement, if Contractor or any of its subcontractors or related entities is determined by forensic analysis or report, to be the likely source of any loss, disclosure, theft or compromise of State's data or Confidential Information, the State shall recover from Contractor all costs of response and recovery resulting from the security breach or potential breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services A security breach or potential breach may cause the State irreparable harm for which monetary damages would not be adequate compensation. In the event of such an incident, the State is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the State may be entitled at law or in equity Such remedies shall not be deemed exclusive, but shall be in addition to all other remedies available at law or in equity, subject to any express exclusion or limitations in the Agreement to the contrary

6 Data Breach Insurance. In addition to Contractor's insurance obligations as set forth in the form contract P-37, Contractor shall carry Data Security & Privacy Cyber Liability Insurance coverage for unauthorized access, use, acquisition, disclosure, failure of security, breach of Data or Confidential Information, privacy perils, in an amount not less than $10 million per annual aggregate, covering all acts, errors, omissions, at minimum, during the full term of this Agreement Such coverage shall be maintained in force at all times during the term of the Agreement and during any period after the termination of this Agreement during which Contractor maintains State Data or Confidential Information.

7. Data Recovery Contractor shall be responsible for ensuring backup and redundancy of the State's Data and Confidential Information for recovery in the event of a system failure or disaster event within Contractor's data storage systems. Contractor shall ensure that its subcontractor or related entities provide similar backup and redundancy of the State's Data and Confidential Information.

8. Return or Destruction of Data and Confidential Information. Upon termination of the Agreement for any reason, Contractor shall:

a. Return or destroy the Data or Confidential Information Contractor still maintains in any form Whether the information is returned or destroyed is determined at the sole discretion of the State. Information that is destroyed shall be permanently deleted and not recoverable according to National Institute of Standards and Technology approved methods. Contractor shall provide the

State with certificates of destruction and/or certificates verifying that all information has been returned and none retained. If it is not feasible for Contractor to return or destroy portions of such confidential data or information in its possession, Contractor shall inform the State as to the specific reasons that make such return or destruction infeasible and may retain such data or information with approval of the State, which shall not be unreasonably withheld.

b Certain types of information which must be retained for the State's benefit, such as records of actuarial determinations, will be maintained as agreed upon by the State.

c. Continue to use appropriate safeguards as identified above with respect to any Data or Confidential Information that is retained

d. Not use or disclose Data or Confidential Information retained other than for purposes for which such information has been retained, and subject to the same terms and conditions as set forth in the original Agreement

9 Access to System Logs Contractor shall allow the State access to system security logs, latency statistics, etc , that affect the Agreement, the State's data and/or processes. This includes the ability of the State to request a report of the records that a specified user accessed over a specified period of time.

10 Import/Export Data. The State shall have the ability to import or export data in piecemeal manner or in its entirety at its discretion without interference from the BA and with the BA's assistance, at no additional cost to the State

Survival. This appendix *Required Protection of Confidential Information and Data Security* shall survive termination or conclusion of the Agreement.

Contractor Initials DHM
Date 9/1/21

Addendum C

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.

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) including price indicators, Generic Indicator, Generic Manufacturer Indicator, Generic Name Drug Indicator, Innovator, Drug Class and 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 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 source, 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 provide administrative services to contracted manufacturers, which

Contractor Initials

Date 9/1/21

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 //client.medco.com/ In addition to formulary considerations, other plan design elements are described in ESI's Plan Design Review Guide, which may be reviewed at https //client medco 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

Contractor Initials MGA
Date 9/1/21

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.

September 1, 2019

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 EXPRESS-SCRIPTS.COM AT HTTPS://CLIENT.MEDCO.COM/.

Contractor Initials DMA
Date 9/1/21

Addendum D

Business Associate Agreement

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates As defined herein, "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160 103, and in reference to the party to this Agreement, shall mean Contractor. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this Agreement shall mean the State of New Hampshire Department of Administrative Services Employee and Retiree Health Benefit Program "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

BUSINESS ASSOCIATE AGREEMENT

1 Definitions

a. The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use

b. All terms not otherwise defined herein shall have the same meaning as those set forth in the HIPAA Rules.

2 Privacy and Security of Protected Health Information (PHI)

a Permitted Uses and Disclosures

i. Business Associate shall not use, disclose, maintain or transmit PHI except as reasonably necessary to provide the services set forth in this Agreement or any agreement between the parties, or as required by law.

ii. Business Associate is authorized to use PHI to de-identify the information in accordance with 45 CFR 164.514(a)-(c). Business Associate shall de-identify the PHI in a manner consistent with HIPAA Rules. Uses and disclosures of the de-identified information shall be limited to those consistent with the provisions of this Agreement

iii Business Associate may use PHI as necessary to perform data aggregation services, and to create Summary Health Information and/or Limited Data Sets. Contractor shall use appropriate safeguards to prevent use or disclosure of the information other than as provided for herein, shall ensure that any agents or subcontractors to whom it provides such information agree to the same restrictions and conditions that apply to Contractor, and not identify the Summary Health Information and/or Limited Data Sets or contact the individuals other than for the management, operation and administration of the Plan.

iv. Business Associate may use and disclose PHI (a) for the management, operation and administration of the Plan, (b) for the services set forth in the Agreement, which include (but are not limited to) Treatment, Payment and Health Care Operation activities, and/or Pharmacy Benefit Management as these terms are defined in this Agreement and 45 C F.R § 164.501, and (c) as otherwise required to perform its obligations under this Agreement, or any other agreement between the parties provided that such use or disclosure would not violate the HIPAA Regulations

v Business Associate may disclose, in conformance with the HIPAA Rules, PHI to make disclosures of De-identified Health Information, Limited Data Sets, and Summary Health Information Contractor shall use appropriate safeguards to prevent use or disclosure of the information other than as

Contractor Initials JGK

Date 9/1/21

provided for herein, ensure that any agents or subcontractors to whom it provides such information agree to the same restrictions and conditions that apply to Contractor, and not identify the De-identified Health Information, Summary Health Information and/or Limited Data Sets or contact the individuals Business Associate may also disclose, in conformance with the HIPAA Regulations, PHI to Health Care Providers for permitted purposes including health care operations.

vi. Business Associate may use or disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of Business Associate To the extent Business Associate discloses PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (a) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (b) an agreement from such third party to notify Business Associate of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach

vii. To the extent practicable, Business Associate shall not, unless such disclosure is reasonably necessary to provide services outlined in the Agreement, disclose any PHI in response to a request for disclosure on the basis it is required by law without first notifying Covered Entity unless such notification is prohibited by law. In the event Covered Entity objects to the disclosure it shall seek the appropriate relief and the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies

b. Minimum Necessary. Business Associate will, in its performance of the functions, activities, services, and operations specified above, make reasonable efforts to use, to disclose, and to request only the minimum amount of PHI reasonably necessary to accomplish the intended purpose of the use, disclosure, or request, except that Business Associate will not be obligated to comply with this minimum-necessary limitation if neither Business Associate or Covered Entity is required to limit its use, disclosure, or request to the minimum necessary under the HIPAA Rules Business Associate and Covered Entity acknowledge that the phrase "minimum necessary" shall be interpreted in accordance with the HITECH Act and the HIPAA Rules

c *Prohibition on Unauthorized Use or Disclosure. Business Associate may not use or disclose PHI except* (1) as permitted or required by this Agreement, or any other agreement between the parties or as permitted by the HIPAA Rules, (2) as permitted in writing by Covered Entity, or (3) as authorized by the Individual or (4) as Required by Law. This agreement does not authorize Business Associate to use or disclose Covered Entity's PHI in a manner that would violate the HIPAA Rules if done by Covered Entity, except as permitted for Business Associate's proper management and administration as described herein.

3. Information Safeguards

a. Privacy of Protected Health Information Business Associate will develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards to protect the privacy of PHI The safeguards must reasonably protect PHI from any intentional or unintentional use or disclosure in violation of the Privacy Rule and limit incidental uses or disclosures made pursuant to a use or disclosure otherwise permitted by this Agreement. To the extent the parties agree that the Business Associate will carry out directly one or more of Covered Entity's obligations under the Privacy Rule, the Business Associate will comply with the requirements of the Privacy Rule that apply to the Covered Entity in the performance of such obligations

b Security of Covered Entity's Electronic Protected Health Information. Business Associate will comply with the Security Rule and will use appropriate administrative, technical and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic PHI that Business Associate creates, receives, maintains or transmits on Covered Entity's behalf.

Contractor Initials JM

Date 9/1/21

c. No Transfer of PHI Outside the United States Business Associate will not transfer PHI outside the United States without prior written consent of the Covered Entity. In this context a "transfer" outside the United States occurs if Business Associate's workforce members, agents, or Subcontractors physically located outside the United States are able to store, copy or disclose PHI.

d. Subcontractors and Affiliates. Business Associate will require each of its Subcontractors and Affiliates, unless such Affiliate is acting as a separate Covered Entity, to agree, in a written agreement with Business Associate, to comply with the provisions of the Security Rule; to appropriately safeguard PHI created, received, maintained, or transmitted on behalf of the Business Associate, and to apply the same restrictions and conditions that apply to the Business Associate with respect to such PHI.

e Prohibition on Sale of Protected Health Information Business Associate shall not engage in any sale (as defined in the HIPAA rules) of PHI.

f Prohibition on Use or Disclosure of Genetic Information Business Associate shall not use or disclose Genetic Information for underwriting purposes in violation of the HIPAA rules

g. Penalties for Noncompliance Business Associate acknowledges that it is subject to civil and criminal enforcement for failure to comply with the HIPAA Rules, to the extent provided with the HITECH Act and the HIPAA Rules.

4. Compliance With Electronic Transactions Rule

a. If Business Associate conducts in whole or part electronic Transactions on behalf of Covered Entity for which HHS has established standards, Business Associate will comply, and will require any Subcontractor it involves with the conduct of such Transactions to comply, with each applicable requirement of the Electronic Transactions Rule and of any operating rules adopted by HHS with respect to Transactions.

5. Individual Rights and PHI

a. Access

i. Business Associate shall respond to an individual's request for access to his or her PHI as part of Business Associate's normal customer service function, if the request is communicated to Business Associate directly by the individual or the individual's personal representative. Business Associate shall respond to the request with regard to PHI that Business Associate and/or its Subcontractors maintain in a manner and time frame consistent with requirements specified in the HIPAA Privacy Regulation

ii. In addition, Business Associate shall assist Covered Entity in responding to requests made to Covered Entity by individuals to invoke a right of access under the HIPAA Privacy Regulation. Upon receipt of written notice (including fax and email) from Covered Entity, Business Associate shall make available to Covered Entity, or at Covered Entity's direction to the individual (or the individual's personal representative), any PHI about the individual created or received for or from Covered Entity in the control of Business Associate's and/or its Subcontractors for inspection and obtaining copies so that Covered Entity may meet its access obligations under 45 CFR 164.524, and, where applicable, the HITECH Act Business Associate shall make such information available in an electronic format where required by the HITECH Act

b Amendment

i Business Associate shall respond to an individual's request to amend his or her PHI as part of Business Associate's normal customer service functions, if the request is communicated to Business Associate directly by the individual or the individual's personal representative. Business Associate shall respond to the request with respect to the PHI Business Associate and its Subcontractors maintain in a manner and time frame consistent with requirements specified in the HIPAA Privacy Regulation.

Contractor Initials JJ9A

Date 9/1/21

ii. In addition, Business Associate shall assist Covered Entity in responding to requests made to Covered Entity to invoke a right to amend under the HIPAA Privacy Regulation Upon receipt of written notice (including fax and email) from Covered Entity, Business Associate shall amend any portion of the PHI created or received for or from Covered Entity in the custody or control of Business Associate and/or its Subcontractors so that Covered Entity may meet its amendment obligations under 45 CFR 164 526.

c Disclosure Accounting

i Business Associate shall respond to an individual's request for an accounting of disclosures of his or her PHI as part of Business Associate's normal customer service function, if the request is communicated to the Business Associate directly by the individual or the individual's personal representative Business Associate shall respond to a request with respect to the PHI Business Associate and its Subcontractors maintain in a manner and time frame consistent with requirements specified in the HIPAA Privacy Regulation

ii. In addition, Business Associate shall assist Covered Entity in responding to requests made to Covered Entity by individuals or their personal representatives to invoke a right to an accounting of disclosures under the HIPAA Privacy Regulation by performing the following functions so that Covered Entity may meet its disclosure accounting obligation under 45 CFR 164 528.

iii Disclosure Tracking. Business Associate shall record each disclosure that Business Associate makes of individuals' PHI, which is not excepted from disclosure accounting under 45 CFR 164 528(a)(1).

iv Disclosure Information The information about each disclosure that Business Associate must record ("Disclosure Information") is (a) the disclosure date, (b) the name and (if known) address of the person or entity to whom Business Associate made the disclosure, (c) a brief description of the PHI disclosed, and (d) a brief statement of the purpose of the disclosure or a copy of any written request for disclosure under 45 Code of Federal Regulations §164 502(a)(2)(ii) or §164.512 Disclosure Information also includes any information required to be provided by the HITECH Act

v. Repetitive Disclosures. For repetitive disclosures of individuals' PHI that Business Associate makes for a single purpose to the same person or entity (including to Covered Entity or Employer), Business Associate may record (a) the Disclosure Information for the first of these repetitive disclosures, (b) the frequency, periodicity or number of these repetitive disclosures, and (c) the date of the last of these repetitive disclosures.

vi. Exceptions from Disclosure Tracking Business Associate will not be obligated to record Disclosure Information or otherwise account for disclosures of PHI if Covered Entity need not account for such disclosures under the HIPAA Rules.

vii. Disclosure Tracking Time Periods. Unless otherwise provided by the HITECH Act and/or any accompanying regulations, Business Associate shall have available for Covered Entity the Disclosure Information required by Section 5,c,iv above for the six (6) years immediately preceding the date of Covered Entity's request for the Disclosure Information

d. Confidential Communications

i Business Associate shall respond to an individual's request for a confidential communication as part of Business Associate's normal customer service function, if the request is communicated to Business Associate directly by the individual or the individual's personal representative. Business Associate shall respond to the request with respect to the PHI Business Associate and its Subcontractors maintain in a manner and time frame consistent with requirements specified in the HIPAA Privacy Regulation. If an individual's request, made to Business Associate, extends beyond information held by Business Associate or Business Associate's Subcontractors, Business Associate shall refer individual to Covered Entity Business Associate assumes no obligation to

Contractor Initials BA
Date 9/11/21

coordinate any request for a confidential communication of PHI maintained by other business associates of Covered Entity

ii In addition, Business Associate shall assist Covered Entity in responding to requests to it by individuals (or their personal representatives) to invoke a right of confidential communication under the HIPAA Privacy Regulation Upon receipt of written notice (including fax and email) from Covered Entity, Business Associate will begin to send all communications of PHI directed to the individual to the identified alternate address so that Covered Entity may meet its access obligations under 45 CFR 164 524

e Restrictions

i Business Associate shall respond to an individual's request for a restriction as part of Business Associate's normal customer service function, if the request is communicated to Business Associate directly by the individual (or the individual's personal representative) Business Associate shall respond to the request with respect to the PHI Business Associate and its Subcontractors maintain in a manner and time frame consistent with requirements specified in the HIPAA Privacy Regulation

ii. In addition, Business Associate shall promptly, upon receipt of notice from Covered Entity, restrict the use or disclosure of individuals' PHI, provided the Business Associate has agreed to such a restriction Covered Entity agrees that it will not commit Business Associate to any restriction on the use or disclosure of individuals' PHI for treatment, payment or health care operations without Business Associate's prior written approval

6. Breach

a. Business Associate shall report to Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement promptly upon discovery of such incident, including any Security Incident involving PHI, ePHI, or Unsecured PHI as required by 45 CFR 164.410. Such report shall not include instances where Business Associate inadvertently misroutes PHI to a provider, as long as the disclosure is not a Breach as defined under 45 CFR §164 402 The parties acknowledge and agree that attempted but Unsuccessful Security Incidents (as defined below) that occur on a daily basis will not be reported. "Unsuccessful Security Incidents" shall include, but not be limited to, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI

b. Business Associate shall report a Breach or a potential Breach to Covered Entity upon discovery of any such incident Business Associate will treat a Breach or potential Breach as being discovered as of the first day on which such incident is known to Business Associate, or by exercising reasonable diligence, would have been known to Business Associate Business Associate shall be deemed to have knowledge of a Breach or potential Breach if such incident is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer or other agent of Business Associate. If a delay is requested by a law-enforcement official in accordance with 45 CFR § 164.412, Business Associate may delay notifying Covered Entity for the applicable time period Business Associate's report will include at least the following, provided that absence of any information will not be cause for Business Associate to delay the report:

i Identify the nature of the Breach, which will include a brief description of what happened, including the date of any Breach and the date of the discovery of any Breach;

ii Identify the scope of the Breach, including the number of Covered Entity members involved as well as the number of other individuals involved;

Contractor Initials YGM
Date 9/1/21

iii. Identify the types of PHI that were involved in the Breach (such as whether full name, Social Security number, date of birth, home address, account number, diagnosis, or other information were involved),

iv. Identify who made the non-permitted use or disclosure and who received the non-permitted disclosure,

v. Identify what corrective or investigational action Business Associate took or will take to prevent further non-permitted uses or disclosures, to mitigate harmful effects, and to protect against any further Breaches;

vi Identify what steps the individuals who were subject to a Breach should take to protect themselves;

vii Provide such other information as Covered Entity may reasonably request.

c. Security Incident Business Associate will promptly upon discovery of such incident report to Covered Entity any Security Incident of which Business Associate becomes aware. Business Associate will treat a Security Incident as being discovered as of the first day on which such incident is known to Business Associate, or by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Security Incident if such incident is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Security Incident, who is an employee, officer or other agent of Business Associate. If any such Security Incident resulted in a disclosure not permitted by this Agreement or Breach of Unsecured PHI, Business Associate will make the report in accordance with the provisions set forth above.

d. Mitigation Business Associate shall mitigate, to the extent practicable, any harmful effect known to the Business Associate resulting from a use or disclosure in violation of this Agreement

e Breach Notification to Third Parties Business Associate will handle breach notifications to individuals, the United States Department of Health and Human Services Office for Civil Rights, and, where applicable, the media Should such notification be necessary, Business Associate will ensure that Covered Entity will receive notice of the breach prior to such incident being reported

7 Term and Termination

a. The term of this Agreement shall be effective as of Governor and Executive Council approval, and shall terminate consistent with the underlying Agreement or on the date covered entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

b In addition to the general provisions outlined in the P-37 of this Agreement the Covered Entity may, as soon as administratively feasible, terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of this Business Associate Agreement Prior to terminating the Agreement, the Covered Entity may provide an opportunity for Business Associate to cure the alleged breach within a reasonable timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity may report the violation to the Secretary.

c. Upon termination of this Agreement for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained or received by Business Associate on behalf of Covered Entity, shall:

i. Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

ii. To the extent feasible, Business Associate shall, and shall cause any subcontractors and agents to, return or destroy and retain no copies of all PHI received from, or created or received by Business Associate on behalf of, Covered Entity If Business Associate determines, in its sole discretion, that

Contractor Initials

Date 7/1/21

return or destruction of such information is not practicable due to applicable law or regulation, Business Associate shall continue to limit the use or disclosure of such Information as set forth in this Agreement as if the Agreement had not been terminated. If and when it becomes feasible to destroy PHI Business Associate shall do so;

iii To the extent feasible, destroy, in accordance with applicable law and Business Associate's record retention policy that it applies to similar records, the remaining PHI that Business Associate still maintains in any form,

iv Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI,

v. Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out in this Agreement which applied prior to termination; and

vi. Destroy in accordance with applicable law and Business Associate's record retention policy that it applies to similar records, the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities

d. The above provisions shall also apply to PHI that is in the possession of any Subcontractors of Business Associate Further Business Associate shall require any such Subcontractor to certify to Business Associate that it has returned or destroyed all such information which could be returned or destroyed.

e Business Associate's obligations under this Section 7.c. shall survive the termination or other conclusion of this Agreement

8 Covered Entity's Responsibilities

a Covered Entity shall be responsible for the preparation of its Notice of Privacy Practices ("NPP") To facilitate this preparation, upon Covered Entity's request, Business Associate will provide Covered Entity with its NPP that Covered Entity may use as the basis for its own NPP. Covered Entity will be solely responsible for the review and approval of the content of its NPP, including whether its content accurately reflects Covered Entity's privacy policies and practices, as well as its compliance with the requirements of 45 C.F.R. § 164.520. Unless advance written approval is obtained from Business Associate, Covered Entity shall not create any NPP that imposes obligations on Business Associate that are in addition to or that are inconsistent with the HIPAA Rules

b. Covered Entity shall bear full responsibility for distributing its own NPP.

c Covered Entity shall notify Business Associate of any change(s) in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such change(s) may affect Business Associate's use or disclosure of such PHI

9. Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the HIPAA Rules as in effect or as amended

b Amendment. Covered Entity and Business Associate agree to take action to amend the Agreement as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

c Business Associate shall make available all of its internal practices, policies and procedures, books, records and agreements relating to its use and disclosure of Protected Health Information to the

Contractor Initials

Date 9/1/21

United States Department of Health and Human Services as necessary, to determine compliance with the HIPAA Rules and with this Business Associate Agreement

d Interpretation. The parties agree that any ambiguity in the Agreement shall be interpreted to permit compliance with the HIPAA Rules

e Severability If any term or condition of this Addendum B or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition, to this end the terms and conditions of this Addendum B are declared severable.

f Survival. Provisions in this Addendum B regarding the use and disclosure of PHI, return or destruction of PHI, confidential communications and restrictions shall survive the termination of the Agreement

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum B

THE STATE OF NEW HAMPSHIRE EMPLOYEE AND RETIREE HEALTH BENEFIT PROGRAM	EXPRESS SCRIPTS, INC.
Signature of Authorized Representative	Signature of Authorized Representative
CHARLES ARLINGHAUS	Grace E Allen
Name of Authorized Representative	Name of Authorized Representative
Commissioner	VP, Account Management
Title of Authorized Representative	Title of Authorized Representative
9-1-21	9/1/21
Date	Date

Bonita L. Benda
Notary

BONITA L BENDA
Notary Public - Notary Seal
State of Missouri
Commissioned for St. Louis City
My Commission Expires. August 16, 2024
Commission Number: 16942292

Contractor Initials
Date 9/1/21

State of New Hampshire

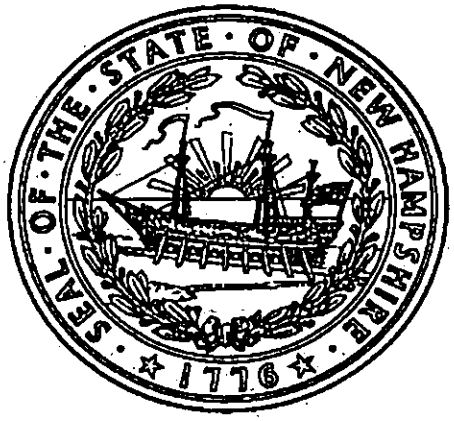
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that EXPRESS SCRIPTS, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on March 11, 2005. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **532396**

Certificate Number: **0005438169**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 1st day of September A.D. 2021.

William M. Gardner

Secretary of State

Delegation of Signing Authority

In accordance with resolutions adopted by the Board of Directors of Express Scripts, Inc. on March 19, 2019 (the "Company"), I, Jill Stadelman, the duly elected Secretary of the Company, hereby delegate my signature authority to Grace Allen, the Authorized Signer, with respect to enter into pharmacy benefit management contracts with its clients on behalf of the Company and any subsequent documents related thereto.

The delegation of my signature authority is valid only for the documents listed above and through October 1, 2021. Separate evidence of delegation of my signature authority is required for any additional documents not specifically referenced herein.

Both parties must sign below.

Jill Stadelman

Name: Jill Stadelman
Title: Secretary
Date: September 1, 2021

Grace E Allen

Name: Grace Allen
Title: Authorized Signer
Date: September 1, 2021

Bonita L Benda
Notary

BONITA L BENDA
Notary Public - Notary Seal
State of Missouri
Commissioned for St Louis City
My Commission Expires: August 16, 2024
Commission Number 16942292

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY): 09/01/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Aon Risk Services Central, Inc. Philadelphia PA Office One Liberty Place 1650 Market Street Suite 1000 Philadelphia PA 19103 USA	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Express Scripts, Inc. One Express Way St. Louis MO 63121 USA	INSURER A: ACE American Insurance Company	22667
	INSURER B: Lexington Insurance Company	19437
	INSURER C: Indemnity Insurance Co of North America	43575
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 570089033441 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			HDOG72484381 SIR applies per policy terms & conditions	07/01/2021	07/01/2022	EACH OCCURRENCE	$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$2,000,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$2,000,000
							GENERAL AGGREGATE	$4,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION						EACH OCCURRENCE	
							AGGREGATE	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WLRC67823096 SIR applies per policy terms & conditions	07/01/2021	07/01/2022	X PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Products Liability policy #35407110 evidenced on this certificate is a claims made policy. See the attached list of additional Named Insureds.

CERTIFICATE HOLDER

State of New Hampshire
Department of Administrative Services
and Benefits
25 Capitol St., Room 412
Concord NH 03301 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central Inc

Holder Identifier :

Certificate No : 570089033441

AGENCY CUSTOMER ID: 10042023
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Central, Inc.	Express Scripts, Inc.
POLICY NUMBER: See Certificate Number: 570089033441	
CARRIER: See Certificate Number: 570089033441 / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	OTHER							
B	Products Liab			35407110 Express Scripts Only	07/01/2021	07/01/2022	Comp/Op Agg	$4,000,000

Additional Named Insureds (1 of 2)

Allegiance Benefit Plan Management, Inc.
Allegiance Cobra Services, Inc.
Bravo Health Mid-Atlantic, Inc.
Brighter Inc.
Cigna Behavioral Health, Inc.
Cigna Corporate Services, LLC
Cigna Dental Health of California, Inc.
Cigna Dental Health of Delaware, Inc.
Cigna Dental Health of Florida, Inc.
Cigna Dental Health of Kentucky, Inc.
Cigna Dental Health of Maryland, Inc.
Cigna Dental Health of Missouri
Cigna Dental Health of New Jersey, Inc.
Cigna Dental Health of North Carolina, Inc.
Cigna Dental Health of Ohio, Inc.
Cigna Dental Health of Pennsylvania, Inc.
Cigna Dental Health of Texas, Inc.
Cigna Dental Health of Virginia, Inc.
Cigna Dental Health Plan of Arizona, Inc.
Cigna Dental Health, Inc.
Cigna Health and Life Insurance Company
Cigna Health Management, Inc.
Cigna Healthcare of Arizona, Inc.
Cigna Healthcare of California, Inc.
Cigna HealthCare of Colorado, Inc.
Cigna HealthCare of Connecticut, Inc.
Cigna HealthCare of Florida, Inc.
Cigna Healthcare of Georgia, Inc.
Cigna HealthCare of Illinois, Inc.
Cigna HealthCare of Indiana, Inc.
Cigna HealthCare of New Hampshire, Inc.
Cigna HealthCare of New Jersey, Inc.
Cigna Healthcare of North Carolina, Inc.
Cigna HealthCare of St. Louis, Inc.
Cigna HealthCare of South Carolina, Inc.
Cigna Healthcare of Tennessee, Inc.
Cigna HealthCare of Texas, Inc.
Cigna Healthcare of Utah, Inc.
Cigna Healthcare, Inc.
Connecticut General Life Insurance Company
Express Scripts Holding Company
Gulfquest, LP
Healthspring Life & Health Insurance Company, Inc.
Healthspring of Florida, Inc.
Healthspring USA, LLC
Healthspring, Inc.
Home Physicians Management, LLC
Newquest Management Northeast, LLC
Newquest Management of Alabama, LLC
Newquest, LLC
Tel-Drug of Pennsylvania, L.L.C.
Tel-Drug, Inc.
Verity Solutions Group, Inc.
Accredo Health Group, Inc.
Accredo Health, Incorporated
AHG of New York, Inc.
Airport Holdings, LLC
Biopartners in Care, Inc.
Care Continuum, Inc.
CareCore National Group, LLC
CareCore National Intermediate Holdings, LLC
CareCore National, LLC
CareCore NJ, LLC
CareNext Managed Care, LLC
CareNext Post-Acute, LLC
Chiro Alliance Corporation
CuraScript, Inc.
Diversified NY IPA, Inc.
Diversified Pharmaceutical Services, Inc.
Econdisc Contracting Solutions, LLC
ESI Canada
ESI GP Canada ULC
ESI GP Holdings, Inc.
ESI GP2 Canada ULC
ESI Mail Order Processing, Inc.
ESI Mail Pharmacy Service, Inc.
ESI Partnership
ESI Resources, Inc.
eviCore healthcare MSI, LLC
Express Reinsurance Company
Express Scripts Administrators LLC
Express Scripts Canada Co.
Express Scripts Canada Holding Co.
Express Scripts Canada Holding, LLC
Express Scripts Canada Services
Express Scripts Canada Wholesale
Express Scripts Holding Company, Inc.
Express Scripts Pharmaceutical Procurement, LLC
Express Scripts Pharmacy Atlantic, Ltd.
Express Scripts Pharmacy Central, Ltd.
Express Scripts Pharmacy Ontario, Ltd.
Express Scripts Pharmacy West, Ltd.

Additional Named Insureds (2 of 2)

Express Scripts Pharmacy, Inc.
Express Scripts Sales Operations, Inc.
Express Scripts Senior Care Holdings, Inc.
Express Scripts Senior Care, Inc.
Express Scripts Specialty Distribution Services, Inc.
Express Scripts Strategic Development, Inc.
Express Scripts Services Co.
Express Scripts Utilization Management Company
Express Scripts, Inc.
Evernorth Care Solutions, Inc.
Evernorth Direct Health, LLC
Freco, Inc.
Freedom Service Company, LLC
Healthbridge Reimbursement & Product Support, Inc.
Healthbridge, Inc.
Innovative Product Alignment, LLC
Inside RX, LLC
Lynnfield Compounding Center, Inc.
Lynnfield Drug, Inc.
MAH Pharmacy, LLC
Matrix GPO, LLC
Matrix Healthcare Services, Inc.
Medco Containment Insurance Company of NY
Medco Containment Life Insurance Company
Medco Health Services, Inc.
Medco Health Solutions, Inc.
MedSolutions Holdings, Inc.
MedSolutions of Texas, Inc.
MHS Holdings, CV
MSI Health Organization of Texas, Inc.
MyM Technology Services, LLC
myMatrixx Holdings, LLC
myMatrixx-B, LLC
Palladian Health of Florida, LLC
Palladian Independent Practice Association, LLC
Priority Healthcare Corporation
Priority Healthcare Distribution, Inc.
QPID Health, LLC
Specialty Products Acquisitions, LLC
SpectraCare Health Care Ventures, Inc.
SpectraCare, Inc.