99 - 11/10/26

State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
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Concord, New Hampshire 03301
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Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

October 21, 2026

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Administrative Services (DAS), Division of Risk and Benefits (Risk), to enter into a contract with Express Scripts, Inc., (ESI), One Express Way, Saint Louis, Missouri (VC# 169747) to administer the self-funded prescription drug plan. The term of the Agreement is for a period of three (3) years, from January 1, 2027 through December 31, 2029, with a contract price not to exceed $295,600,000 and an option to extend for up to three (3) additional years, with approval from the Governor and Executive Council. Approximately 36% General Funds, 10% Federal Funds, 10% Highway Funds, 3% Enterprise Funds, 1% Fish and Game Funds, 1% Turnpike Funds and 39% Other Funds.

Funding from the Employee Benefit Risk Management Fund is available in SFY2027 and funding for SFY2028, SFY2029, and SFY2030 is anticipated to be available with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

	Pharmacy Claims Cost			
Prescription Drug Expenses	**SFY2027**	**SFY2028**	**SFY2029**	**SFY2030**
01-14-14-140560-66000000-100 Health Insurance for Active	$35,092,000	$74,638,000	$83,959,000	$44,412,000
01-14-14-140560-66600000-100 Health Insurance for Troopers	$342,000	$728,000	$819,000	$433,000
01-14-14-140560-66500000-100 Health Insurance for Retirees	$5,736,000	$12,199,000	$13,723,000	$7,259,000
FISCAL YEAR SUBTOTAL	**$41,170,000**	**$87,565,000**	**$98,501,000**	**$52,104,000**

	Pharmacy Administrative Cost			
Contracts for Program Service	**SFY2027**	**SFY2028**	**SFY2029**	**SFY2030**
01-14-14-140560-66000000-102 Health Insurance for Active	$2,199,000	$4,508,000	$4,731,000	$2,422,000
01-14-14-140560-66600000-102 Health Insurance for Troopers	$21,000	$44,000	$46,000	$24,000
01-14-14-140560-66500000-102 Health Insurance for Retirees	$359,000	$737,000	$773,000	$396,000
FISCAL YEAR SUBTOTAL	**$2,579,000**	**$5,289,000**	**$5,550,000**	**$2,842,000**
FISCAL YEAR TOTAL	**$43,749,000**	**$92,854,000**	**$104,051,000**	**$54,946,000**
GRAND TOTAL				**$295,600,000**

EXPLANATION

The DAS Commissioner is authorized, pursuant to RSA 21-1:28, to enter into contracts with "any organization necessary to administer and provide a health plan." The State provides prescription drug coverage for approximately 27,000 state employees, non-Medicare retirees, spouses and eligible dependents in accordance with the provisions of RSA 21-I:30 and the Collective Bargaining Agreements. The current contract with Express Scripts, Inc. is set to expire on December 31, 2026.

DAS, with the assistance of Segal, the Health Benefit Plan's consultant, issued a Request for Proposal (RFP) for pharmacy benefit management services on March 20, 2026. Approximately 689 individuals and/or firms received direct notification of this solicitation, and the RFP was posted on the DAS Bureau of Purchase and Property website. On April 22, 2026, DAS received four (4) bids from the following: CVS Caremark (CVS), Express Scripts, Inc. (ESI), Navitus, and OptumRx.

In accordance with the RFP, the financial score encompassed a total of 75 points or 75% of the total possible 100 points. The Total Projected Costs (TPC) as determined by the State for the three-year contract period, accounted for 60 of the 75 financial points. The bidder's proposal with the lowest TPC received 100% of the 60 points allocated. All other financial proposals were scored on a sliding scale, with proposals losing 1 point for every percentage point higher than the lowest cost proposal. As the scale is sliding, scores were adjusted for partial percentage differences. The remaining 15 financial points were awarded for responses to the financial questions and the requested contractual definitions and terms (13 points) and the proposed dollar amounts at risk for the implementation and ongoing annual service performance guarantees (2 points).

The technical score received the remaining 25 points or 25%. Scores were based on numerous criteria outlined in the RFP, including, but not limited to, the extent to which the bidder demonstrated its ability to provide account management, member support and claims administration; access to data reporting; demonstration of formulary, retail network, and clinical program management; robust audit rights; and agreement with requested performance guarantees. Scoring criteria were applied and bidder responses were evaluated based on the extent to which the bidder conformed with specifications, as well as the completeness, soundness, and creativity of the response.

The proposal submitted by ESI received the highest overall total score of 95.1 out of 100. OptumRx's proposal ranks second (87.6) points, followed by CVS (87.3) and Navitus (74.9). Attachment A provides the overall Summary of Scoring Results for each of the bidder responses broken out by each scored section.

ESI's top score is influenced by the total projected costs estimated to be approximately $4.7 million or 2.3% lower than the second lowest cost proposal over the three-year contract. Attachment B provides the Scoring Summary of Total Projected Costs for each bidder. In addition to receiving the full 60 points for total projected costs, Express Scripts also scored the highest in the two other financial categories described above, giving ESI 13 out of the possible 15 points, with a total financial score of 73 out of 75 points.

The technical proposal submitted by ESI received the highest overall technical score of 22.1 out of 25 possible points. The proposal from CVS received the second highest score (20.6), followed by OptumRx (18.4), and Navitus (17.4). The State evaluation team independently reviewed the technical proposals and concurred on the rank order of the bidders. The evaluation team member bios are included as Attachment C.

One of the primary objectives of this Pharmacy Benefit Management (PBM) procurement is to improve the contract terms specific to transparency in drug pricing, a priority for health care purchasers nationwide. Under the terms of the current Express Scripts contract that is expiring on December 31, 2026, prescriptions filled at retail pharmacies utilize a transparent, pass-through pricing model. Under this model, the State pays exactly what Express Scripts reimburses the pharmacy for each medication, with no markups or hidden fees. In exchange, the State pays a flat per-member-per-month (PMPM) administrative fee ($1.25) for retail pharmacy services. However, the contract utilizes a traditional, non-transparent, spread-pricing model for prescriptions filled through Express Scripts' mail-order pharmacy and specialty pharmacy, Accredo. Under this structure, Express Scripts charges the State a guaranteed discounted price, but that price is still higher than the amount they paid, or acquisition cost, to acquire the drug. Express Scripts retains the difference as profit.

The new contract maintains the transparent, pass-through pricing at retail and addresses the lack of transparency under mail-order and specialty pharmacy by transitioning to an acquisition cost model. Under this approach, the State pays only the actual acquisition cost of each drug, meaning the cost Express Scripts paid the drug manufacturer for the drug, plus a clearly defined, transparent dispensing fee. The acquisition cost approach eliminates spread pricing, improves cost clarity, and ensures the State pays only the true cost of medications.

The transition to an acquisition cost model represents a significant shift in approach for compensating a PBM for the goods and services they provide. In the non-transparent pricing models, PBM compensation is hidden in spread pricing and other costs and fees. Transparent pricing shifts the hidden compensation to a fixed price form of compensation, in this case a Per Member Per Month (PMPM) administrative fee. Accordingly, the administrative fee under the new contract will be higher than the fee currently paid for retail-only pass-through pricing. This single PMPM administrative fee ($14.42 PMPM for all three years) will now cover all pharmacy channels (retail, mail-order, and specialty) along with a standardized dispensing fee structure and other utilization management fees across the program.

The total contract price is not to exceed $295,600,000 and includes two components: (1) approximately $280,000,000 in projected claims cost; and (2) approximately $16,000,000 in administrative fees over the course of the three-year contract. The total contract price also includes a contingency to accommodate adjustments in utilization trend, claim cost fluctuation, and changes in enrollment. Through negotiations, the State was able to decrease administrative fees and improve contractual terms specific to transparency through improved audit and reporting provisions.

In addition, the contract includes auditable pricing and rebate guarantees and the ability to perform annual market checks to ensure contract terms are current in the evolving PBM industry. Segal, the State HBP consultant and actuary, will conduct routine audits to verify compliance with all contract terms and ensure that Express Scripts delivers the guaranteed pricing and performance. Together, these changes strengthen transparency, enhance oversight, and position the State to achieve more predictable and accountable pharmacy benefit costs.

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

Respectfully submitted,

Charles Arlinghaus

Charles M. Arlinghaus

Summary of Scoring Results

Criteria	Allocated Points	CVS Percent	CVS Points	ESI Percent	ESI Points	Navitus Percent	Navitus Points	OptumRx Percent	OptumRx Points
General / Implementation / Federal No Surprises Act and Final Transparency Rule Support	5	87%	4.4	87%	4.3	61%	3.0	61%	3.1
Formulary Management / Retail Network Management / Formulary and Pharmacy Network Disruption	5	88%	4.4	96%	4.8	88%	4.4	89%	4.5
Clinical Programs / Member Services and Account Management	5	88%	4.4	87%	4.4	78%	3.9	84%	4.2
Audit rights / Ongoing Monitoring	5	84%	4.2	83%	4.2	59%	3.0	78%	3.9
Performance Guarantees	5	64%	3.2	88%	4.4	61%	3.1	56%	2.8
Financial: Total Projected Costs	60	91%	54.8	100%	60.0	79%	47.4	96%	57.7
Financial: Financial Questions, Definitions and Terms	13	79%	10.3	85%	11.0	75%	9.8	79%	10.3
Financial: Performance Guarantees Amount as Risk	2	80%	1.6	100%	2.0	20%	0.4	60%	1.2
Total Score*	100		**87.3**		**95.1**		**74.9**		**87.6**
Total Rank			**[3]**		**[1]**		**[4]**		**[2]**

* The sum of category scores may not tie back to total score due to rounding.

Attachment A

Scoring Summary of Total Projected Costs

Bidder	CVS	ESI	Navitus	OptumRx
Year 1 – Calendar Year 2027	$66,309,900	$64,814,800	$71,794,300	$66,843,600
Year 2 – Calendar Year 2028	$70,661,200	$67,067,600	$75,307,200	$68,600,100
Year 3 – Calendar Year 2029	$75,137,800	$69,742,400	$80,002,300	$70,888,700
Total Project 3-Year Costs	$212,108,900	$201,624,800	$227,103,800	$206,332,400
Difference from Lowest Cost Proposal - $	**$10,484,100**	**$0**	**$25,479,000**	**$4,707,600**
Difference from Lowest Cost Proposal - %	**5.2%**	**0%**	**12.6%**	**2.3%**
Total Projected Costs Score	**54.8**	**60**	**47.4**	**57.7**
Total Projected Costs Rank	**[3]**	**[1]**	**[4]**	**[2]**

- The financial proposal with the lowest Total Project Cost received 60 points. All other financial proposals will be scored on a slide scale where the bidders score will be reduced by 1 point for every percentage point it is higher than the lowest cost proposal.

IMPORTANT NOTES:

These cost projections are a comparative analysis to evaluate the bidders' proposals relative to each other. The Total Projected Costs estimates should not be used for budgeting purposes.

As requested in the RFP, ESI, OptumRx and Navitus adjusted its proposed rebate guarantees to account for drugs with pre-existing rebate credits, CVS did not. Using the NDC drug list provided as part of CVS's proposal, manual adjustments were made to the CVS rebates guarantees for these scripts.

Attachment B

STATE EVALUATION TEAM BIOS

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 is ultimately responsible for all Health Benefit Plan initiatives, including procurements and contract management. Joyce has a Bachelor of Science degree in Health Management and Policy from the University of New Hampshire and a Master of Business Administration and Human Resources Management from Southern NH University. Previously, Joyce worked for over 15 years in compensation and benefits administration and human resources leadership roles in the private sector.

MARGARET BLACKER

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

Background: Margaret (Peggy) Blacker joined DAS in 2016. As the Division of Risk and Benefits' Deputy Director, Peggy provides oversight of the State's Employee and Retiree Health Benefit Program and the Property and Casualty Insurance Program, including Workers' Compensation. Peggy holds a Bachelor of Science degree in Business Administration from Southern NH University. Peggy brought to the State over 25 years of benefits administration and risk management leadership experience from the private sector.

PETER DEMAS

Current Position: Manager of Employee Relations, Division of Personnel, Department of Administrative Services

Background: Peter Demas joined DAS in 2019 and began serving as the Manager of Employee Relations, in the Division of Personnel in March of 2021. Peter is responsible for negotiating, interpreting, and implementing collective bargaining agreements as well as representing the State's interests in response to union grievances. Peter has a Bachelor of Arts in Political Science from Boston University and has a Juris Doctor from Widener University School of Law. Prior to joining DAS, Peter worked for 12 years in the Legal Unit at the Department of Environmental Services.

GREGORY IVES

Current Position: Project Manager for NH Employment Security, and Representative for the State Employees' Association of NH, SEIU Local 1984 (SEA)

Background: Greg joined NHES in 1989. He has held numerous roles within NHES. Most recently, he served as an Appeal Tribunal Chairman I and Chairman II from 2005 to August 2024, when he was promoted to Administrator/Project Manager for the Unemployment Compensation Bureau. Greg has also served in numerous roles for the SEA at both the chapter and statewide level. He has been on bargaining teams, the Board of Directors, and has served as second vice president. Greg earned dual history and political science majors with public service concentration and a secondary teaching certification from Albion College in Michigan. Greg has extensive experience in reviewing evidence, analyzing laws and rules, and making decisions with lawful conclusions.

KIRSTIN BARBER

Current Position: Health Benefit Program Manager, Division of Risk and Benefits, Department of Administrative Services

Background:
Kirstin Barber joined DAS in the Division of Risk and Benefits in 2021. As Health Benefit Program Manager, Kirstin oversees the daily operations of the Health Benefit Plan (HBP) and works with HBP vendors to ensure the benefits are administered in accordance with contractual requirements and collective bargaining agreements. Kirstin has a Bachelor of Science in Business Administration from the University of New Hampshire and a Master's in Organizational Leadership from Southern NH University. Prior to joining the State, Kirstin spent over 10 years assisting in the administration of two separate self-funded risk pools for New Hampshire local governments.

LIN WOOLSEY

Current Position: Chief Financial Officer, Division of Risk and Benefits, Department of Administrative Services

Background: Lin Woolsey started State service in DHHS in 2019 and joined DAS in 2022 as the Chief Financial Officer of the Division of Risk and Benefits. Lin is responsible for the day-to-day financial operations of the HBP and the Property and Casualty Program which includes workers' compensation. Lin holds a Bachelor of Science in Healthcare Management from Colby-Sawyer College and a master's in accounting/taxation from Southern NH University. Lin is a Certified Public Accountant in NH. Prior to State service, Lin worked in financial accounting and reporting in healthcare, higher education and the private sector.

LAURIE LIVINGSTON

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

Background: Laurie Livingston joined DAS in the Division of Risk and Benefits in December 2022. She currently serves as a Health Benefits Administrator, providing guidance on complex benefit programs and ensuring the delivery of accurate, timely, and effective service. Laurie holds an HR certification, is a Lean Yellow Belt, and is a Certified Public Supervisor. She leverages her expertise in process improvement and public-sector leadership to advance operational efficiency and support organizational excellence.

JANIS EMERY

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

Background: Janis Emery joined DAS in the Division of Risk and Benefits in 2023. As the Health Policy and Compliance Administrator, Janis ensures the State Employee and Retiree Health Benefit Program remains in compliance with state and federal law and collective bargaining agreements. Janis has a Bachelor of Science in Counseling Psychology from the University of Toccoa Falls and a Juris Doctor with a focus in Health Law and Policy from UNH School of Law. She is a member of the New Hampshire Bar Association.

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State of New Hampshire

Pharmacy Benefit Management Services

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P-37 FORM CONTRACT

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 Unit and Class 14-140560-66000000-100&102 14-140560-66600000-100&102 14-140560-66500000-100&102	1.7 Completion Date 12/31/2029	1.8 Price Limitation $295,600,000
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 DocuSigned by: Frank Gentilella CBDBD0C8A8E7459... Date: 10/23/2026 | 10:40 AM EDT		1.12 Name and Title of Contractor Signatory Frank Gentilella VP-GM, Express-Scripts	
1.13 State Agency Signature Charles Arlinghaus Date: 10/23/2026		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: Christen Lavers On: 10/23/26			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

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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, 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.

3.3 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. 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 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, 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 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts

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for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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

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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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any 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. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. 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.

18. 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.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent,

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and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

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

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

26. 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.

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EXHIBIT A -SPECIAL PROVISIONS

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

1) 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; the State will pay the prescription drug ingredient and dispensing fees costs incurred by the Contractor in providing services to the State's plan members during the period of the Event of Default;"

2) Section 8 is hereby added immediately following Section 8.2.4 as follows:

8.3 Force Majeure. If either party's (an "Affected Party") performance of any of its obligations under this Agreement is prevented, hindered or delayed, directly or indirectly, by embargo, war, act of terror, riot, civil disorder, strike or other labor interruption, incendiary, fire, flood, pestilence, earthquake, epidemic/pandemic or other calamity, act of God or of the public enemy, governmental act or any other similar cause beyond the reasonable control of the Affected Party (each, a "Force Majeure Event"), then the Affected Party will be excused of those obligations affected by the Force Majeure Event for as long as such Force Majeure Event continues and the Affected party continues to use commercially reasonable efforts to recommence performance. For so long as a Force Majeure Event continues, the non-Affected Party will, upon the Affected Party's reasonable request, cooperate with the Affected Party. The Affected Party will promptly notify the other party of the occurrence of the Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event. The occurrence of a Force Majeure Event does not excuse, limit, or otherwise affect a party's payment obligations hereunder. Notwithstanding the foregoing, each party represents that it maintains and continually updates a business continuity plan designed to mitigate any disruption of the party's obligations under this Agreement.

3) Section 12.1 is hereby deleted in its entirety and replaced with the following:

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, or other transfer of any interest in this Agreement. No such assignment, or other transfer shall be effective without the 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 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.

4) Section 14.1 is hereby deleted in its entirety and replaced with the following:

14.1 INSURANCE. The Contractor shall, at its sole expense, obtain and continuously maintain in force the following insurance:

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5) Section 14.1.1 is hereby deleted in its entirety and replaced with the following:

14.1.1 commercial general liability insurance against 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

6) Section 14.1.3 is hereby added immediately following Section 14.1.2 as follows:

14.1.3 Data Security and Privacy Cyber Liability Insurance coverage in an amount not less than $10 million per annual aggregate.

7) Section 14.4 is hereby added immediately following Section 14.3 as follows:

14.5 Contractor shall ensure all Subcontractors working under this agreement maintain appropriate types and levels of insurance which are applicable to the specific services being provided.

8) Section 9 Termination is hereby added immediately following Section 9.2 as follows:

9.3 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.

9.4 Obligations Upon Termination. Upon notice of termination of this Agreement, the parties will mutually develop a run-off plan providing for: (i) the 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; and (ii) 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"). Administration of the run-out for claims is 12-months following the termination of the contract. The cost of run-out administration is included in the Administrative Fees paid during the term of the contract and will cease after the Termination Date. The State will pay ESI in accordance with this Agreement for any claims incurred and processed after the Termination Date. 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. Financial guarantees for any partial contractual year that resulting from an early termination, without regard to whether such early termination was with or without cause, shall be guaranteed pro rata and reconciled and the ESI shall make payments for any shortfalls for those resulting partial contractual years and pro rata guarantees with less than twelve (12) months. 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.

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EXHIBIT B - SCOPE OF SERVICES

ARTICLE 1 – INTRODUCTION

This Pharmacy Benefit Management Agreement (Agreement) is entered into by and between Express Scripts, Inc., a Delaware corporation (ESI), and State of New Hampshire, Department of Administrative Services, Division of Risk and Benefits (State). The State has engaged ESI to provide, either directly or through its subsidiaries, pharmacy benefit management services for the State of New Hampshire Employee and Non-Medicare Retiree Health Benefit Plans, 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.

ARTICLE 2 – CONTRACT DOCUMENTS

This Contract consists of the following documents (Contract Documents):

General Provisions	Form P-37
EXHIBIT A	Special Provisions
EXHIBIT B	Scope of Services
EXHIBIT C	Pricing and Payment Terms
APPENDIX I	Summary of Benefits
APPENDIX II	Incorporation of RFP
APPENDIX III	Financial Disclosures to ESI PBM Clients
APPENDIX IV	Required Protection of Confidential Information and Security
APPENDIX V	Business Associate Agreement

ARTICLE 3 – TERM OF CONTRACT

This agreement shall be effective upon Governor and Executive Council approval. The term of this agreement shall commence at 12:00 a.m. on January 1, 2027 (Effective Date), and end at 11:59 p.m. on December 31, 2029 (Agreement Period), unless otherwise terminated in accordance with the terms of the Agreement. The Agreement may be extended up to an additional three (3) years upon terms and conditions as the parties may mutually agree and upon the approval of the Governor and Executive Council.

ARTICLE 4 – DEFINITIONS

For purposes of this EXHIBIT B and any addenda, attachments or schedules to the Agreement, the following words and terms have the following meanings unless the context or use clearly indicates another meaning or intent.

4.1. **"340B Claims"** means (i) claims submitted by 340B contracted pharmacies that adjudicate at a 340B price or are submitted with a submission clarification code of "20" or such equivalent codes for such Participating Pharmacies under the applicable NCPDP format (or any successor format); (ii) claims submitted by a 340B covered entity-owned or 340B contracted pharmacies which are categorized as Type 39 (or such equivalent codes) in the NCPDP DataQ database or otherwise identified as a 340B Claim by the dispensing pharmacy; or (iii) claims identified as a 340B Claim by a third party administrator who represents the covered entity.

4.2. **"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.

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4.3. **"Average Wholesale Price" or "AWP"** the actual date sensitive, 11-digit NDC as supplied by Medi-Span for all adjudicated claims. In the case where Medi-Span is unavailable, PBM will notify the State of the other nationally recognized pricing source that will be used in Medi-Span's absence. If the pricing source (i.e., Medi-Span) is changed, it must be done for the PBM's entire Book of Business for retail, mail order, and specialty adjudicated claims. If the Pricing Source 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.

4.4. **"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 the 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.

4.5. **"Brand Drug"** means any drug not defined as a Generic Drug, a prescription drug or non-drug supply (including, but not limited to, insulin or diabetic supplies) 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 Sponsor or its Auditor upon request." For the avoidance of doubt, Medi-Span is the source of AWP for brand drugs consistent with reconciliation language in Section 5.3 of exhibit C-2 of this agreement.

4.6. **"Cash Card Program"** means any program where Members receive prescriptions through a PBM-program or 3rd party vendor that compares cash discounted drug prices to typical Usual and Customary prices and navigates the Member to the lowest cost pharmacy or overrides the cost at their current pharmacy to match the lowest cost price.

4.7. **"Copayment"** means that portion of the charge for each Covered Drug dispensed to the Member that is paid by the Member (e.g., copayment, coinsurance and/or deductible). The State will communicate the applicable Copayment on the Set-Up Forms.

4.8. **"Covered Drug(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.

4.9. **"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.

4.10. **"ESI National Plus Network"** means ESI's broadest Participating Pharmacy network.

4.11. **"ESI Mail Pharmacy"** means a 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.

4.12. **"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.

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4.13. **"Exclusive or Limited Distribution Product"** means a Limited Distribution Drugs (LDDs) and Exclusive Distribution Drugs (EDDs) are subsets of Specialty Drugs. LDDs and EDDs must be indicated in the PBM's provided Specialty Drug List. If a Drug, Product, or NDC for an LDD or EDD is not listed indicated as an LDD or EDD on the Specialty Drug List, it will not be considered an LDD, or EDD. Additionally, New to Market status does not exempt a Drug, Product, NDC, or Claim from being an LDD or EDD. If the PBM considers a Drug, Product, NDC, or Claim as an LDD or EDD (A drug becomes considered LLD when (i) The manufacturer has contractually designated six (6) or more national/regional specialty pharmacies to order/stock/dispense a pharmaceutical product with no retail dispensing; (ii) The manufacturer has contractually designated between two (2) and five (5) specialty pharmacies to order/stock/dispense a pharmaceutical product with no retail dispensing; or (iii) EDD when a single specialty pharmacy is designated to order/stock/dispense a pharmaceutical product) and is New to Market, it will be included in all LDD and EDD pricing guarantees, LDD and EDD adjudication, and LDD and EDD reconciliation.

4.14. **"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.

4.15. **"Generic Drug"** means Medi-Span's Multisource Code for drugs and products with a "Y" indicator. Additionally, Generic Drugs will be determined by Medi-Span's BrandNameCode for drugs and products with a "G" indicator. Additionally, Brand drugs with a Dispense as Written (DAW) 5 code will be considered Generic Drugs.

4.16. **"Maximum Allowable Cost (MAC)"** means the maximum allowable unit cost of a drug and establishes an upper limit reimbursement price for certain drugs dispensed without regard to the specific manufacturer whose drug is dispensed, and which drugs are identified on a "MAC List".

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

4.18. **"Manufacturer Administrative Fees"** means those administrative fees paid to Express Scripts pursuant to a contract between Express Scripts and the manufacturer in connection with and specific to Express Scripts' administering, invoicing, allocating, and collecting the Rebates attributable to eligible utilization of manufacturers' contracted products under the Rebate program. ESI will pass through 100% of Manufacturer Administration Fess paid by manufacturers that are directly attributable to the State's utilization.

4.19. **"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 the State defined plan design and coverage policies.

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4.20. **"Member"** means each person who the State determines is eligible to receive prescription drug benefits as indicated in the Eligibility Files.

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

4.22. **"Non-Drug List"** means a list of products including but not limited to supplies, test strips, toothpastes, glucose monitors, and needles, that are not FDA-approved drugs ingested, injected, or topical or which alter either the physical and/or psychological state when introduced to the body. The Non-Drug List is maintained and updated by ESI from time to time as new products enter the marketplace.

4.23. **"OTC Claim"** means a Claim that is identified by Medi-Span having an "OTC" value in the MediSpan Rx OTC Indicator field.

4.24. **"Paid Claims"** means all transactions made by eligible members that result in a payment to pharmacies from the State or the State's member copays. (Does not include reversals, rejected claims and adjustments.) Each unique prescription that results in payment shall be calculated separately as a paid claim.

4.25. **"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.

4.26. **"Pass-Through"** means the actual ingredient cost and dispensing fee amount paid by ESI for the Prescription Drug Claim when the claim is adjudicated to the Participating Pharmacy, as set forth in the specific Participating Pharmacy remittances related to the State's claims.

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

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

4.29. **"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.

4.30. **"Rebates"** mean formulary rebates that are paid to ESI pursuant to the terms of a formulary rebate contract negotiated independently by ESI and directly attributable to the utilization of certain Covered Drugs by Members. For sake of clarity, Rebates also include inflation protection payments and 100% of inflation protection will be passed through to the State. For sake of clarity, Rebates do not include, for example, Manufacturer Administrative Fees; product discounts or fees related to the procurement of prescription drug inventories by ESI Specialty Pharmacy or the ESI Mail Pharmacy; received by ESI from pharmaceutical manufacturers for care management or other services provided in connection with the dispensing of products; or other fee-for-service arrangements whereby pharmaceutical manufacturers generally report the fees paid to ESI or its wholly-owned subsidiaries for services rendered as "bona fide service fees" pursuant to federal laws and regulations (collectively, "Other Pharma Revenue"). Such laws and regulations, as well as ESI's contracts with pharmaceutical manufacturers, generally prohibit ESI from sharing any such "bona fide service fees" earned by ESI,

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whether wholly or in part, with any ESI client. Rebates shall also include pharmaceutical manufacturer value applied at the point of sale.

4.31. **"Rebate Credit"** A rebate credit is used to adjust rebate guarantees when a drug manufacturer decreases rebates during the contract period to account for upfront discount pricing for that drug or biosimilar equivalent.

4.32. **"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.

4.33. **"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.

4.34. **"Specialty Products"** means a Drug or Product that is dispensed to a member for any NDC that is contained on the PBM's provided Specialty Drug List. If a Drug, Product, or NDC is not listed on the Specialty Drug List, it will not be considered a Specialty Drug. Additionally, New to Market status does not exempt a Drug, Product, NDC, or Claim from being a Specialty Drug. If the PBM considers a Drug, Product, NDC, or Claim as a Specialty Drug based on indicators on the formulary and is New to Market, it will be included in all Specialty Drug pricing guarantees, Specialty Drug adjudication, and Specialty Drug reconciliation.

4.35. **"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.

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

4.37. **"Usual and Customary Price"** or **"U&C"** means the retail price charged for the particular drug in a cash transaction on the date the drug is dispensed, as reported to ESI.

ARTICLE 5 – PBM SERVICES

5.1. 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.

5.2. Pharmacy Network.

a. Participating Pharmacies. ESI will maintain a network(s) of Participating Pharmacies. 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

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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.

b. 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.

c. 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.

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.

5.3. 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.

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

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iii. If authorized by the State on the Set-Up Forms, ESI will, for an 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.

iv. 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.

b. Prior Authorization. ESI will, for an applicable fee, 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.

5.4. 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 shall perform appeals services in connection with denied PA requests and denied Member Submitted Claims in exchange for an applicable fee as outlined in Exhibit C-4. The State agrees that the use of any State customized processes or member materials for utilization management services performed by ESI complies with state and federal laws and regulations. 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. ESI will not conduct any external review services (as defined in the Patient Protection and Affordable Care Act of 2010 and its implementing regulations (the "ACA")); provided, however, 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 ACA), for the applicable fees as outlined in Exhibit C-4. The State must execute a standard ESI External Appeals Services Set-Up Form requested through ESI Account Management, in order to receive such services from UM Company.

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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 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.

5.5. Account Management.

a. Account Team. ESI will provide account team support for 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.

d. ESI shall collaborate with the State in the drafting, maintenance and updating all plan documents as required by the plan and applicable regulations, ensuring accuracy, compliance, and timely delivery of revisions.

5.6. 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.

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

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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 on Exhibit C.

5.7. Exclusivity. During the Term, ESI will be the State of NH Employee and Non-Medicare Retiree Health Benefit Plan's (HBP) exclusive provider of PBM Services for the State's HBP offering a prescription benefit. The financial terms set forth in Exhibit C are conditioned on that exclusivity. Carving out any channel would require an equitable adjustment to pricing related to that carve-out and would not constitute a full repricing of the contract.

5.8. Claims Data Retention. ESI will retain the State's claims data for a total of three (3) years after termination or up to the period required by applicable law. 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.

5.9. 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.

5.10. 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-2. 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.

5.11. 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.

ARTICLE 6 – HIPAA AND CONFIDENTIAL INFORMATION

6.1. HIPAA. The parties agree that (a) 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 Appendix V and (b) 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.

6.2. Confidential Information.

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a. Each party agrees that it is ESI's position that the following, will constitute 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 the State: The 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 or this Agreement to any third party (other than the 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 that 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 and federal laws as more fully addressed in Article 8.3, Open Records Requests.

b. Each party agrees that it will not, and will not permit any third party acting on the State's 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.

ARTICLE 7 – COMPLIANCE WITH LAW, FIDUCIARY ACKNOWLEDGEMENTS, FINANCIAL DISCLOSURE

7.1. 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 the State 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.

7.2. 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 5.4, neither it nor the Plan intends for ESI to be a fiduciary

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(as defined under ERISA or state law) of the Plan, and, except for the limited purpose as set forth in Section 5.4, 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 (or, if applicable, Members) located in a state requiring a pharmacy benefit manager to be a fiduciary to the State, a Plan, or a Member in any capacity.

7.3. 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 Appendix III 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 on Exhibit C.

ARTICLE 8 – MISCELLANEOUS

8.1. 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.

8.2. 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.

8.3. 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.

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EXHIBIT B-2
Audits and Ongoing Monitoring 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. ESI's 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 ESI's clients and the independent auditors that they may engage.

2. AUDIT PREREQUISITES

A. There are several components of the State's arrangement with ESI eligible for audit on an annual basis (calendar year) at any time with a dedicated audit staff for the duration of the audit request:

- Retrospective Claims
- Rebates (subsequent to true up)
- Performance Guarantees (subsequent to true up)
- Clinical performance
- Administrative fees
- Dispensing fees
- Eligibility
- Benefit design set-up

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 for all audits in no more than fourteen (14) days from final agreement of audit scope and having an executed confidentiality agreement. ESI's 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

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A. The initial audit period for a retrospective claims audit covers a timeframe not to exceed twenty-four (24) months immediately preceding the request to audit. The initial audit period for performance guarantee audits covers a timeframe not to exceed the two (2) reconciled plan years immediately preceding the request to audit. The initial audit period for rebate audits covers a timeframe not to exceed the last reconciled plan year immediately preceding the request to audit. These audit periods allow a reasonable amount of time for both parties to conclude the audit before data is archived off the adjudication system.

B. When performing a Rebate audit, the State, or the independent, third-party auditor of its choice (which has signed ESI's standard audit NDA), may perform an on-site review of the applicable components of rebate agreements, selected by the State, as reasonably necessary to audit the calculation of the Rebate payments made to the State by ESI.

C. The State will have the right to audit the manufacturers that account for 70% of total rebate payments, starting within the top fifteen (15) manufacturers capping at a total of 10 manufacturer selections, during the last reconciled plan year immediately preceding the request to audit (the "Rebate Audit Scope and Timeframe").

D. With a Pass-Through pricing arrangement for Participating Pharmacy claims, ESI will provide the billable and payable amount for a sampling of claims provided by the State or its 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 shall provide 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 the State 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). For Mail Order and Specialty pharmacies, this information can be reviewed from ESI's inventory management systems (WIMS and RxHome) as part of the annual audit.

E. ESI shall pledge to respond within the aforementioned timeframes is predicated on a good faith and cooperative effort between the State and/or its Auditor and ESI. The Independent Audit (as discussed above) is at no cost to the State. If the State and ESI agree in advance that additional requests for support are above and beyond what is listed in the Audit Protocol, ESI's standard audit charges as outlined in Exhibit C may be charged.

F. Mail Order & Specialty Audits

   a. The State and its authorized auditors shall, as part of its annual audit have the right, upon reasonable notice and during normal business hours, to audit and inspect all records reasonably necessary to verify the accuracy of Acquisition Cost (as defined in Exhibit C-2, § 2.3(b)) at ESI Mail Pharmacy or ESI Specialty Pharmacy.

      The State may review up to 150 claims at both the ESI Mail Pharmacy and ESI Specialty Pharmacy as part of a standard audit. Notwithstanding the foregoing, where discrepancies, inaccuracies, or systemic issues are identified, the parties will discuss and mutually agree upon a plan to expand the sample, perform follow-up testing, and review additional claims and supporting records reasonably necessary to validate compliance.

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 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.

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 thirty (30) days from ESI's receipt of such findings.

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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 fifteen (15) days from ESI's receipt of the report.

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, with 30 days of the audits closure, ESI will reprocess the claims and make corresponding adjustments to the State through credits to a future invoice(s). If ESI is 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. ESI will allow the State to initiate a new audit of a different scope. If the scope of the newly initiated audit is the same as the existing open audit, ESI will review and determine (not unreasonably withheld) if ESI can proceed with support.

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.

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.

E. The State agrees that if a government entity audits the State's records, the State shall not initiate an audit of the same audit scope and audit period. The State may initiate a validation audit if the government entity audit resulted in corrective action.

7. CONFIDENTIALITY

ESI's contracts are highly confidential and proprietary. For this reason, ESI only permits on-site review rather than provide copies to ESI's 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.

8. ONGOING MONITORING

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A. The State is permitted to monitor claims for the life of the contract. Monitoring is not an audit but a proactive review of all claims to ensure the contract is being appropriately upheld and executed. The monitoring process does not prevent the State from performing audits.

B. To support the State's ongoing monitoring vendor, ESI agrees to provide the following claims data and plan information for no additional cost.

   a. Monthly claims files
   b. Formulary information, including, but not limited to, current formulary/preferred drug list including Member Copay / Coinsurance Tiers and excluded drugs (when applicable) in Microsoft Excel or text format no less than quarterly.
   c. full Specialty list at the NDC level, including pricing, not less than quarterly in Microsoft Excel or text format.
   d. NDC listing of New to Market, Biosimilar, and Limited Distribution Drugs, no less than quarterly in Microsoft Excel or text format
   e. NCPDP/NPI listing of all Specialty and Mail Order pharmacies in the current network quarterly that shows any changes (effective and term dates).

C. As part of the monitoring process, ESI will provide a quarterly financial guarantee report, to be delivered within 30 days after each quarter showing to-date performance against all contractual financial guarantees. This report will also include a reconciliation/crosswalk with the invoices submitted to the State for the same period.

D. Be available for a meeting with the State and its monitoring vendor, to discuss the quarterly performance, and differences from the monitoring vendor's report, and ongoing performance against contractual financial guarantees.

E. If it is determined, during these quarterly reviews, that immediate corrective action is needed due to significant deviation from the contract, ESI agrees to address these findings and make any required payments due to the State within thirty (30) business days.

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EXHIBIT C – PRICING AND PHARMACY PROGRAM FEES, AND PAYMENT TERMS

This EXHIBIT C shall supplement the terms and provisions of EXHIBIT B, if applicable. Words defined in EXHIBIT B shall have the same meaning in this EXHIBIT C unless expressly defined otherwise herein. If there are any inconsistencies between the terms of EXHIBIT B and this EXHIBIT C with regard to contract price and payment, the terms of this EXHIBIT C shall control.

The State is not responsible for any fee or expense not outlined in this EXHIBIT C. In addition, all fees charged to the State either administrative or claims-based, shall be reported to the State upon request. Paid Claims are not fees or expenses but are reimbursable to Contractor by the State.

The State and ESI may mutually agree to add, drop, or change clinical programs and services throughout the duration of the contract in accordance with the terms of the Agreement as outlined in Exhibit C.

Express Scripts hereby agrees to provide Pharmacy Benefit Management Services coverage for State of New Hampshire Employee and Non-Medicare Retiree Health Benefit Plan in compliance with the terms and conditions specified in this Agreement for an amount not to exceed the price limitation reflected in the Form P-37, Box 1.8 totaling $295,600,000.

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 for Claims Reimbursements from the date of the State's receipt of each ESI invoice, and within fifteen (15) business days for Administrative Fees 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 $20.00 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 with ESI 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.

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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 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. Notwithstanding the foregoing, in the event this Agreement is renewed or extended upon mutual agreement of parties, the State may carry over any unused PMF funds to the new term.

MARKET CHECK. On an annual basis, the State or its designee may provide ESI with a written comparison, prepared by an independent pharmacy benefit management consultant, for pharmacy benefit management services offered by a third party PBM provider which includes and takes into account similar plan design, formulary 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 ("the 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 the 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 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

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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. The revised pricing terms will become effective on the first day of the 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.

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

   a. The State's Membership falls below 18,301 Members;

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

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

   d. 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;

   e. 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;

   f. 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 (whether between the date of the proposal and the Effective Date, or during the Term) due to unexpected introduction of a Generic Drug, due to another action by a manufacturer, due to any other industry or market condition, or due to a Change in Law, an appropriate adjustment will be made to the reimbursement rates, financial guarantees, Administrative Fees, and/or Rebates hereunder. The financial terms provided herein are based on Express Scripts' underwriting assumptions; pricing is subject to adjustment for a material change in these assumptions.

If there is a new or change in federal or state laws or regulations or the interpretation 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 there shall be an appropriate modification of the services, reimbursement rates, Administrative Fees and/or Rebates hereunder.

Sponsor reserves the right to renegotiate pricing, including rebate guarantees, if ESI materially changes the core programs and services in place on the Agreement effective date. Changes include but are not limited to a reduction in

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network size or composition; formulary management program requirements that conflict with Sponsor's plan designs and/or coverage rules.

Changes shall be made via amendment and be subject to the approval of the Governor and Executive Council as necessary.

4.4 General Rebate terms

a. All non-specialty claims, regardless of days' supply that are dispensed from ESI's mail order/specialty pharmacy shall be included in mail order discount /dispensing fee / rebate guarantee calculations.

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C-2: CLAIMS REIMBURSEMENT RATES

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

1. BASE ADMINISTRATIVE FEES.

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

	Per Member Per Month (PMPM)
Commercial	Year 1: $14.42 Year 2: $14.42 Year 3: $14.42

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

2.1. **Ingredient Cost and Dispensing Fee Guarantees**

a. **ESI National Plus Network**

National Plus Standard		1-83 Days' Supply	84-90 Days' Supply
Brands	**Average Annual Ingredient Cost Guarantee**	AWP-19.75%	AWP-21.00%
	Dispensing Fee/Rx Guarantee	$1.75	$8.00
Generics	**Average Annual Ingredient Cost Guarantee**	Year 1: AWP-89.25% Year 2: AWP-89.30% Year 3: AWP-89.35%	Year 1: AWP-91.50% Year 2: AWP-91.55% Year 3: AWP-91.60%
	Dispensing Fee/Rx Guarantee	$1.75	$8.00

2.2. **EnReachRx(SM) Ingredient Cost Guarantees**

a. **EnReachRx(SM) - Retail Pharmacies (For Applicable Networks)**

Ingredient Cost	AWP-19.75%
Dispensing Fee/Rx	$0.00
Professional Service Fee / Rx	$25.00

b. **Evernorth EnGuide(SM) Pharmacy**

Ingredient Cost	AWP-20.00%
Dispensing Fee/Rx	$0.00
Professional Service Fee / Rx	$25.00

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Shipping Fee / Rx †	$10.00

†Shipping Fees are inclusive of shipping and handling. If carrier rates (i.e., U.S. mail and/or applicable commercial courier services) increase during the term of this Agreement, the Shipping Fee will not be increased to reflect such increase(s).

2.3. **ESI MAIL PHARMACY ACQUISITION COST PRICING.**

a. **Ingredient Cost and Dispensing Fee Guarantees**

ESI Mail Pharmacy		
Brands	**Average Annual Ingredient Cost Guarantee**	Year 1: AWP-21.13% Year 2: AWP-21.32% Year 3: AWP-21.44%
	Dispensing Fee/Rx Guarantee*	$8.00
Generics	**Average Annual Ingredient Cost Guarantee**	Year 1: AWP-96.20% Year 2: AWP-96.05% Year 3: AWP-96.03%
	Dispensing Fee/Rx Guarantee*	$8.00

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

b. "Acquisition Cost" means the applicable pharmacy's Net Purchase Price ("Net Purchase Price") for the Covered Drugs dispensed from the applicable ESI Mail Pharmacy or ESI Specialty Pharmacy. For purposes of this definition, "Net Purchase Price" means the net amount paid by the ESI Mail Pharmacy or ESI Specialty Pharmacy, as applicable, to acquire the Covered Drug after giving effect to all discounts, rebates, credits, or chargebacks applied at the NDC-11 level. For clarity, Acquisition Cost does not include any bona fide service fees.

c. "Aggregate Actual Acquisition Cost" means the aggregate of the NDC-11 level Acquisition Cost multiplied by the number of units dispensed for each NDC-11 for all the State's Covered Drug(s) dispensed at the ESI Mail Pharmacy.

d. Claims dispensed at the ESI Mail Pharmacy will be billed based on rates that approximate expected acquisition costs.

3. SPECIALTY PRODUCT PRICING

3.1. Adjudication Rates. The State will be charged for Specialty Products at the rates and dispensing fees set forth on the Specialty Product List, a copy of which is available to the State upon request. The Specialty Product List and the rates contained therein are subject to addition, deletion, or modification by ESI from time to time. The State shall be provided a 90-day advanced notification in writing prior to any changes.

3.2. Dispensing Fee for Specialty Products dispensed at Participating Pharmacy and ESI Specialty Pharmacy. There will be a dispensing fee of $8.00 for Specialty Products dispensed through Participating Pharmacies. There will

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be a dispensing fee of $8.00 for Specialty Products dispensed through ESI Specialty Pharmacy. Dispensing fees are inclusive of shipping and handling. If carrier rates (i.e., U.S. mail and/or applicable commercial courier services) increase during the term of this Agreement, the dispensing fee will not be increased to reflect such increase(s).

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

Participating Pharmacy*	
Commercial	**Exclusive ‡**
Brand - Average Annual Ingredient Cost Guarantee	AWP-18.25%
Generic - Average Annual Ingredient Cost Guarantee	AWP-65.00%
Dispensing Fee/Rx Guarantee	$8.00

*In addition to the general exclusions identified in this Agreement, all non-Specialty Products are excluded from this guarantee.
‡This guarantee shall only apply to Plans for which the ESI Specialty Pharmacy is the exclusive pharmacy that may fill Specialty Products for Members, other than Exclusive or Limited Distribution Products not available at the ESI Specialty Pharmacy.

3.4. Net Effective Discount Estimate and Dispensing Fees

a. The ESI Specialty Pharmacy Acquisition Cost Pricing estimates set forth below are estimated only, and are not guaranteed. Therefore, the guarantee calculation and reconciliation described in this Agreement do not apply to the ESI Specialty Pharmacy Acquisition Cost Pricing estimates. Dispensing fee guarantees will be calculated and reconciled in accordance with Section 5 below.

b. **Net Effective Discount Estimates**

ESI Specialty Pharmacy*		
Commercial		Exclusive ‡
Brands	**Net Effective Discount Estimate**	AWP-28.75%
Generics	**Net Effective Discount Estimate**	AWP-87.50%

* In addition to the general exclusions identified in this Agreement, all non-Specialty Products are excluded from this estimate. Claims not dispensed through the ESI Specialty Pharmacy are also excluded from this estimate.
‡This estimate 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.

a. See § 2.3(b) for definition of "Acquisition Cost"

b. "Specialty Aggregate Actual Acquisition Cost" means the aggregate of the NDC-11 level Acquisition Cost multiplied by the number of units dispensed for each NDC-11 for all the State's Covered Drug(s) dispensed at the ESI Specialty Pharmacy.

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c. Claims dispensed at the ESI Specialty Pharmacy will be billed based on rates that approximate expected acquisition costs.

d. **Dispensing Fee Guarantees**

ESI Specialty Pharmacy*		
Commercial		Exclusive ‡
	Dispensing Fee/Rx Guarantee§	$8.00

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

3.5. The Specialty Product pricing offered assumes a days' supply consistent with the ESI Specialty Pharmacy Clinical Days' Supply Program.

3.6. 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	Per Diem:
ALPHA 1 DEFICIENCY	Alpha 1 Deficiency Drugs requiring Per Diem (e.g., Aralast NP, Zemaira, Glassia)	$55.00 / Infusion
ENZYME DEFICIENCY	Enzyme Deficiency Drugs requiring Per Diem (e.g., Cerezyme, Lumizyme, Nexviazyme)	$60.00 / Infusion
IMMUNE DEFICIENCY	Immune Deficiency Drugs requiring Per Diem (e.g., Cuvitru, Gammagard, Privigen)	$60.00 / Infusion
INFLAMMATORY CONDITIONS	Inflammatory Conditions Drugs requiring Per Diem (e.g., Remicade, Avsola, Inflectra)	$60.00 / Infusion

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MISCELLANEOUS SPECIALTY CONDITIONS	Miscellaneous Specialty Conditions Drugs requiring Per Diem (e.g., Soliris, Ultomiris)	$60.00 / Infusion
MISCELLANEOUS SPECIALTY CONDITIONS	Vyvgart	$65.00 / Infusion
MISCELLANEOUS SPECIALTY CONDITIONS	Duopa	$65.00 / Day
PAH	Tyvaso	$30.00 / Day
PAH	PAH Drugs requiring Per Diem (e.g., Flolan, Epoprostenol Sodium, Remodulin)	$65.00 / Day
PAH	Ventavis	$65.00 / Day
Therapeutic Class	**Brand Name**	**Equipment:**
Cystic Fibrosis	Cayston (Replacement Nebulizer)	$975.00
Therapeutic Class	**Brand Name**	**Nursing:**
Nursing Rates	All drugs / therapies requiring nursing	$180.00 per Initial Visit up to two (2) hours / $90.00 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 except as otherwise noted herein.

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

5.2. Calculation of Dispensing Fee Guarantees. ESI will guarantee an average aggregate annual per Prescription Drug Claim dispensing fee to 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. Guarantee Methodology. Notwithstanding anything in this Agreement to the contrary, the Generic ingredient cost discount and dispensing fee guarantees under Sections 2 and 3 above will include only those Prescription

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Drug Claims where the underlying prescription drug product was identified by Medi-Span as having a Multi-Source Indicator code identifier of "Y" on the date dispensed, a Medi-Span Brand Name Code for drugs and products with a "G" indicator, or a Brand Drug dispensed with a DAW 5 code at the time prescribed, unless such Prescription Drug Claim is identified in the "Exclusions" Section. The brand guarantees will include only those Prescription Drug Claims under Sections 2 and 3 above where the underlying prescription drug product was identified by Medi-Span as having a Multi-Source Indicator code identifier of "M", "N", or "O" or Medi-Span Brand Name Code with a "B" or "T" on the date dispensed (except in cases where the underlying prescription drug product was substituted and dispensed by the pharmacy as its "house generic"), unless such Prescription Drug Claim is identified in the "Exclusions" Section. The application of brand and generic pricing may be subject to certain "dispensed as written" (DAW) protocols and the State or Plan defined plan design and coverage policies for adjudication and Member Copayment purposes. For the avoidance of doubt, claims with a Multi-Source indicator code identifier of "M", "N", or "O" or Medi-Span Brand Name Code with a "B" or "T" with a DAW code of 2 will be a brand for purposes of pricing reconciliation. 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 with the same caveats and assumptions for determining Brand/Generic status as utilized above for ingredient cost discount and dispensing fees. For avoidance of doubt, regardless of Medi-Span code, all biosimilars are considered brands for purposes of pricing guarantee reconciliation.

5.4. Guarantee Reconciliation Period. The ingredient cost and dispensing fee guarantees under this Agreement will be measured and reconciled on an annual basis within ninety (90) days of the end of each contract year. 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 apply pro rata for such Partial Contract Year. To the extent the State changes its benefit design or Formulary during the term of the Agreement, the guarantee will be equitably adjusted if there is a material impact on the discount achieved. Subject to the remaining terms of this Agreement, ESI will pay the difference attributable to any shortfall between the actual result and the guaranteed result provided, however, each distinct annual non-rebate pricing guarantee will be measured and reconciled on a component (e.g. retail brand, retail generic, specialty brand including limited distribution brand drugs at retail network pharmacies, specialty generic including limited distribution generic drugs at retail network pharmacies, specialty brand including limited distribution brand drugs at PBM's Specialty Pharmacy, specialty generic including limited distribution generic drugs at PBM's Specialty Pharmacy) basis only and guaranteed on a dollar-for-dollar basis with 100% of any shortfalls recouped by the State. Surpluses in one component may not be utilized to offset deficits in another component or in a proceeding guarantee year. Surpluses within a component (e.g. Retail Brand discounts and Retail Brand dispensing fee guarantees) may not be used to offset deficits within that component. Rebate guarantees will be reconciled and only offset against other Rebate guarantees.

5.5. On a quarterly basis, ESI will provide discount guarantee reporting. These reports will not match or reconcile to the invoices given the exclusions to the discount guarantees. ESI will review any issues that arise from reporting.

5.6. On an annual basis within ninety (90) days of the end of each contract year, ESI will perform a reconciliation to determine if the total amount paid by the State and Members (excluding dispensing fees and ancillary charges) for ESI Mail Pharmacy claims (net of any amount paid by ESI under any Mail Pharmacy Ingredient Cost or Dispensing

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Fee guarantees under this Agreement) is greater than the Aggregate Actual Acquisition Cost. Subject to the remaining terms of this Agreement, ESI will pay the difference attributable to any shortfall between the aggregate amount paid and the Aggregate Actual Acquisition Cost.

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

Exclusions
Specialty Products (other than specialty guarantee, if any)
coordination of benefit claims
COVID vaccines, test kits, and therapeutics (e.g. antivirals)
Subrogation Claims
Member Submitted Claims
compounds
vaccines
Claims for Covered Drugs where pharmacy reimbursement is determined by law, not ESI's contract with the provider

5.8. Adjudication Rates.

a. Participating Pharmacies. If no adjudication rates are specified herein, individual claims dispensed at Participating Pharmacies will be billed on a Pass-Through basis. Claims will be adjudicated and billed to Sponsor at submitted costs, U&C or pricing methodology required by law

5.9. 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.

STANDARD MAINTENANCE NETWORK

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

6.1. General Terms applicable to Vaccine Claims

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

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b. 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.

c. 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.

d. All Vaccine Claims will be subject to any Administrative Fees set forth in the Agreement.

e. Notwithstanding anything in the Agreement to the contrary, Vaccine Claims will be excluded from all ingredient cost and dispensing fee guarantees and Rebate guarantees.

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 the State as part of the administrative invoice according to the billing frequency set forth in this Agreement.

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

	Participating Pharmacy INFLUENZA	**Participating Pharmacy COVID19**	**Participating Pharmacy ALL OTHER VACCINES**	**Member Submitted Vaccine Claims (excluding foreign claims)**
Pharmacy Vaccine Administration Fee*,†	Capped at $20 per Vaccine claim	Capped at $40 per Vaccine claim	Capped at $25 per Vaccine Claim	Submitted amount
Ingredient Cost†	Participating Pharmacy Ingredient Cost as set forth in the Agreement leveraging Brand or generic ingredient cost guarantees or such other pharmacy ingredient cost as required by applicable law			Submitted amount
Dispensing Fee†	Participating Pharmacy Dispensing Fee as set forth in the Agreement			Submitted amount
ESI 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

*Vaccine Administration Fee subject to change based on market conditions upon ninety (90) days advanced notice.

7. GENERIC DISPENSING RATE GUARANTEE. ESI will guarantee that Generic Drugs will be dispensed from Participating Pharmacies and the ESI Mail Pharmacy at the percentages reflected below:

Generic Drug Dispensing Rate Guarantee

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	Participating Pharmacies	ESI Mail Pharmacy
Commercial	Year 1: 85.25% Year 2: 0.00% Increment over actual of preceding year Year 3: 0.00% Increment over actual of preceding year	Year 1: 86.00% Year 2: 0.00% Increment over actual of preceding year Year 3: 0.00% Increment over actual of preceding year

7.1. The guarantees will be calculated as follows:

a. The total Participating Pharmacy Generic Prescription Drug Claims divided by total Participating Pharmacy Generic and Brand Prescription Drug Claims (and the same for ESI Mail Pharmacy Prescription Drug Claims). Claims dispensed with a DAW 9 code will be excluded from the generic drug dispensing rate guarantee calculation.

b. The Generic Drug dispensing guaranteed percentage baseline in contract years two and three will be set to the preceding year's actual Generic Drug dispensing percentage plus the increment guaranteed for Participating Pharmacies and ESI Mail Pharmacy, respectively.

c. ESI will pay a penalty for any shortfall between the actual percentage result and the guaranteed percentage for each of the Participating Pharmacy and ESI Mail Pharmacy guarantees, respectively. If the actual Generic Drug dispensing percentage for a contract year is below the guaranteed percentage, the penalty will be calculated as the guaranteed Generic Drug dispensing percentage for the contract year minus the actual Generic Drug dispensing percentage for the contract year times the actual claims volume times the applicable Payment Factor below. Separate calculations will be performed for Participating Pharmacies and ESI Mail Pharmacy and for each contract year.

Payment Factor		
	Participating Pharmacies	ESI Mail Pharmacy
Commercial	Year 1: $100.00 Year 2: $110.00 Year 3: $115.00	Year 1: $100.00 Year 2: $110.00 Year 3: $115.00

d. Guarantees will be measured and reconciled separately for Participating Pharmacy and ESI Mail Pharmacy on an annual basis within ninety (90) days of the end of each contract year. Any excess achieved in either the Participating Pharmacies or ESI Mail Pharmacy guarantee will be used to offset a shortfall in the other guarantee, if any. To the extent the State changes its utilization management programs, benefit design or Formulary, or there are material changes to the demographics and geography of the Members during the term of the Agreement, the guarantee will be equitably adjusted if there is a material impact on the Generic Drug dispensing percentage achieved.

e. Specialty Products shall not be included in the calculation of the Generic Dispensing Rate Guarantee.

8. <u>PMPM Cost Guarantee Encircle Diabetes:</u>

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a. ESI will provide a year 1 PMPM Cost Guarantee of $227.90.
b. Each following year, the PMPM Cost Guarantee will be calculated based on the prior year's Actual PMPM Cost calculation +10%.
c. If the Actual PMPM Cost is greater than the Guaranteed PMPM Rate, the PBM will reimburse the State dollar for dollar, with an annual cap of $7.50 PMPY.
d. Actual PMPM Cost is calculated as the sum of total allowed claim cost (e.g., ingredient cost and dispensing fees) and administration fees, less rebates divided by member months.
e. Actual PMPM Cost = [Actual Ingredient Costs + Dispensing Fees + sales tax + admin fees - rebates] / member months (number of members x months).
f. The PMPM does not factor in the fees for clinical programs.

9. COVID-19 TESTING PRODUCTS

a. Coverage of COVID-19 Testing Products. The State wishes to provide coverage for certain over the counter and pharmacy-administered COVID-19 testing products (the "COVID-19 Testing Products") under its pharmacy benefit. ESI shall maintain the list of covered COVID-19 Testing Products and shall make such list available to the State upon request. The State acknowledges and agrees that a Member will be allowed up to eight (8) tests per thirty (30) days at $0 Member Co-payment. Once the Member has exhausted the allowed eight (8) tests, any additional tests will reject.

b. Exclusion of COVID-19 Testing Products from Guarantees. The State agrees that notwithstanding anything in the PBM Agreement to the contrary, claims for such COVID-19 Testing Products shall be excluded from all financial and rebate guarantees under the Agreement.

c. Claims Reimbursement and Fees. Client will pay to ESI the following amounts for COVID-19 Testing Products:

2.	**3. Participating Pharmacy COVID-19 Testing Products**
4. Ingredient Cost	5. Participating Pharmacy Ingredient Cost as set forth in the Agreement
Dispensing Fee	6. Participating Pharmacy Dispensing Fee as set forth in the Agreement
7. COVID-19 Testing Product per Claim Administration Fee	Administrative Fee per Prescription Drug Claim as set forth in the Agreement
8. COVID-19 Testing Product Professional Service Administration Fee (if applicable)	Pass-Through

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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% 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:

Formulary:	**National Preferred (NPF) - with Encircle Diabetes**		
	Participating Pharmacies		**ESI Mail Pharmacy**
Days' Supply	**1-83**	**84-90**	**All Days' Supply**
per Brand Drug Claim (non-Specialty Products)	Year 1: $441.00 Year 2: $485.00 Year 3: $524.00	Year 1: $1,103.00 Year 2: $1,213.00 Year 3: $1,310.00	Year 1: $1,103.00 Year 2: $1,213.00 Year 3: $1,310.00

	Evernorth EnGuide(SM) Pharmacy – with Encircle Diabetes	
Days' Supply	**1-34**	**35-90**
per Brand Drug Claim (non-Specialty Products)	Year 1: $441.00 Year 2: $485.00 Year 3: $524.00	Year 1: $1,103.00 Year 2: $1,213.00 Year 3: $1,310.00

1.2. REBATE PAYMENT TERMS (NON-SPECIALTY)

a. Subject to the conditions set forth herein, ESI shall pay the State the guaranteed amounts set forth above reduced by the Rebate Credit (defined herein) during each calendar quarter hereunder within ninety (90) days following the end of such calendar quarter. The Rebate Credit will apply to Impacted Drugs using the methodology below:

i. Definitions applicable to 1.2(a)
   a. "Impacted Drug" is defined as: (i) drugs impacted by the American Rescue Plan Act of 2021; (ii) drugs impacted by the Inflation Reduction Act of 2022; (iii) Low List Price Biosimilar Products (defined herein); and/or (iv) a Brand Drug with a WAC price decrease greater than or equal to 25%
   b. "Anchor Date Rebate" is defined as the Rebate (or the equivalent) for an impacted drug within the 30-day period preceding the change in price of such drug.
   c. "Biosimilar Product" means a "biosimilar" biological product as defined in the Biologics Price Competition and Innovation Act of 2009 at 42 U.S.C. §262(i)(2) and approved under Section 351(k) of the Public Health Services Act, unless otherwise defined in the PBM Agreement.
   d. "Inflationary Factor" is defined as the average year-over-year price increase: (i) manufacturer pricing of the applicable category for the impacted drug and (ii) the manufacturer contracted value. For clarification, the look back period is limited to a year and that the average would only come into play if there were multiple pricing changes within the year look back period. In the event of a price decrease, the inflationary factor would reflect the negative price change in the form of a negative number.

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e. "Low List Price Biosimilar Product" means a Biosimilar Product with a wholesale acquisition cost that: (i) has decreased by at least 25%; or (ii) is at least 25% less than the Reference Product, or the Standard List Price Biosimilar Product, if applicable.
f. "New Rebate" is defined as the Rebate (or the equivalent) for an impacted drug within the 30-day period following the change in price of such drug.
g. "Rebate Credit" means:
    i. The aggregate difference between the Anchor Date Rebate plus an Inflationary Factor, and the New Rebate, for Impacted Drugs; and
    ii. The aggregate difference between (i) the Rebate (or the equivalent) applied to the Reference Product and (ii) the Rebate (or the equivalent) applied to the Low List Price Biosimilar Product; provided, however, that if the Reference Product exits the market, ceases contracting or is, or becomes, non-formulary, the Standard List Price Biosimilar Product (defined herein) will apply in lieu of the Reference Product in (i) above. "Reference Product" means a biological product as defined in 42 U.S.C. §262(i)(4).
h. "Reference Product" means a biological product as defined in 42 U.S.C. §262(i)(4).
i. "Standard List Price Biosimilar Product" means a Biosimilar Product with a wholesale acquisition cost that is comparable to the wholesale acquisition cost of the Reference Product.

ii. ESI will attempt to provide thirty (30) days' advance notice when an impacted drug qualifies for the Rebate Credit and a list of impacted drugs can be provided upon request. ESI will provide an updated list of impacted drugs quarterly which shall include rebate information by drug.

iii. Guarantee of Neutrality – The rebate credit will never exceed the following:
a. Low List Price Biosimilar Products - Difference between the Wholesale Acquisition Cost (WAC) for the Reference Product or Standard List Price Biosimilar Product plus Inflationary Factor and the WAC price Low List Price Biosimilar Product.
b. All other Impacted Drugs as defined other than for Low List Price Biosimilar Products The Wholesale Acquisition Cost (WAC) plus an Inflationary Factor, before the market event facilitated by government action, less the Wholesale Acquisition Cost after the market event facilitated by government action.

iv. To demonstrate neutrality, ESI will semi-annually provide a report that contains the data below for all drugs subject to a rebate credit within 90-days post June 30th and December 31st .

	Rebate Credit Calculation By Drug (measurement periods may change based on the date of the market event)
A	2-Years Prior WAC
B	Prior Year WAC
C	Inflationary Factor of applicable category (i) (% change b/w 2-Years Prior WAC and Prior Year WAC) C= (B-A)/A
D	Prior Year WAC + C = assumed Current Year WAC without Current Year WAC reduction
E	Current Year WAC actual WAC with reduction
F	WAC Change (D-E)
G	2-Years Prior Rebate
H	Prior Year Rebate
I	Inflationary Factor (ii) (% change b/w 2-Years Prior rebate and Prior Year rebate) I= (H-G)/G
J	Prior Year Rebate + I = assumed Current Year rebate without Current Year rebate reduction

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K	Current Rebate (after rebate reduction)
L	Rebate Change (J-K) = Rebate Credit
M	Total Units of Impacted Drug
N	Total Rebate Credit for Drug (L x M)*
	GUARANTEE: At no time should L be greater than F

*Final amount is subject to final Rebate guarantee reconciliation.

Note: The rebate credit is used to adjust rebate guarantees when a drug manufacturer decreases rebates during the contract period to account for upfront discount pricing for that drug or biosimilar equivalent. The State and ESI agree to allow for ESI to adjust rebates paid through a rebate credit using the formula above to prove a net neutral impact on overall plan net costs. At no time will the rebate credit exceed the total amount of the discounted price.

b. On an annual basis, ESI shall reconcile the percentage amount set forth above (against the guaranteed amounts 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.

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% 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:

Formulary:	**National Preferred (NPF)**	
	Participating Pharmacies	**ESI Specialty Pharmacy**
per Brand Drug Claim (Specialty Products)	Year 1: $4,600.00 Year 2: $5,065.00 Year 3: $5,575.00	Year 1: $4,600.00 Year 2: $5,065.00 Year 3: $5,575.00

2.2. REBATE PAYMENT TERMS (SPECIALTY)

a. Subject to the conditions set forth herein, ESI shall pay the State the guaranteed amounts set forth above reduced by the Rebate Credit (defined herein) during each calendar quarter hereunder within ninety (90) days following the end of such calendar quarter. The Rebate Credit will apply to Impacted Drugs using the methodology below:

i. Definitions applicable to 2.2(a)
   a. "Impacted Drug" is defined as: (i) drugs impacted by the American Rescue Plan Act of 2021; (ii) drugs impacted by the Inflation Reduction Act of 2022; (iii) Low List Price Biosimilar Products (defined herein); and/or (iv) a Brand Drug with a WAC price decrease greater than or equal to 25%.
   b. "Anchor Date Rebate" is defined as the Rebate (or the equivalent) for an impacted drug within the 30-day period preceding the change in price of such drug.
   c. "Biosimilar Product" means a "biosimilar" biological product as defined in the Biologics Price Competition and Innovation Act of 2009 at 42 U.S.C. §262(i)(2) and approved under Section 351(k) of the Public Health Services Act, unless otherwise defined in the PBM Agreement.

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d. "Inflationary Factor" is defined as the average year-over-year price increase: (i) manufacturer pricing of the applicable category for the impacted drug and (ii) the manufacturer contracted value. For clarification, the look back period is limited to a year and that the average would only come into play if there were multiple pricing changes within the year look back period. In the event of a price decrease, the inflationary factor would reflect the negative price change in the form of a negative number.
e. "Low List Price Biosimilar Product" means a Biosimilar Product with a wholesale acquisition cost that: (i) has decreased by at least 25%; or (ii) is at least 25% less than the Reference Product, or the Standard List Price Biosimilar Product, if applicable.
f. "New Rebate" is defined as the Rebate (or the equivalent) for an impacted drug within the 30-day period following the change in price of such drug.
g. "Rebate Credit" means:
    iii. The aggregate difference between the Anchor Date Rebate plus an Inflationary Factor, and the New Rebate, for Impacted Drugs; and
    iv. The aggregate difference between (i) the Rebate (or the equivalent) applied to the Reference Product and (ii) the Rebate (or the equivalent) applied to the Low List Price Biosimilar Product; provided, however, that if the Reference Product exits the market, ceases contracting or is, or becomes, non-formulary, the Standard List Price Biosimilar Product (defined herein) will apply in lieu of the Reference Product in (i) above. "Reference Product" means a biological product as defined in 42 U.S.C. §262(i)(4).
h. "Reference Product" means a biological product as defined in 42 U.S.C. §262(i)(4).
i. "Standard List Price Biosimilar Product" means a Biosimilar Product with a wholesale acquisition cost that is comparable to the wholesale acquisition cost of the Reference Product.

ii. ESI will attempt to provide thirty (30) days' advance notice when an impacted drug qualifies for the Rebate Credit and a list of impacted drugs can be provided upon request. ESI will provide an updated list of impacted drugs quarterly which shall include rebate information by drug.

iii. Guarantee of Neutrality – The rebate credit will never exceed the following:
a. Low List Price Biosimilar Products - Difference between the Wholesale Acquisition Cost (WAC) for the Reference Product or Standard List Price Biosimilar Product plus Inflationary Factor and the WAC price Low List Price Biosimilar Product.
b. All other Impacted Drugs as defined other than for Low List Price Biosimilar Products The Wholesale Acquisition Cost (WAC) plus an Inflationary Factor, before the market event facilitated by government action, less the Wholesale Acquisition Cost after the market event facilitated by government action.

iv. To demonstrate neutrality, ESI will semi-annually provide a report that contains the data below for all drugs subject to a rebate credit within 90-days post June 30th and December 31st.

	Rebate Credit Calculation By Drug (measurement periods may change based on the date of the market event)
A	2-Years Prior WAC
B	Prior Year WAC
C	Inflationary Factor of applicable category (i) (% change b/w 2-Years Prior WAC and Prior Year WAC) C= (B-A)/A
D	Prior Year WAC + C = assumed Current Year WAC without Current Year WAC reduction
E	Current Year WAC actual WAC with reduction
F	WAC Change (D-E)
G	2-Years Prior Rebate

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H	Prior Year Rebate
I	Inflationary Factor (ii) (% change b/w 2-Years Prior rebate and Prior Year rebate) I= (H-G)/G
J	Prior Year Rebate + I = assumed Current Year rebate without Current Year rebate reduction
K	Current Rebate (after rebate reduction)
L	Rebate Change (J-K) = Rebate Credit
M	Total Units of Impacted Drug
N	Total Rebate Credit for Drug (L x M)*
	GUARANTEE: At no time should L be greater than F

*Final amount is subject to final Rebate guarantee reconciliation.

Note: The rebate credit is used to adjust rebate guarantees when a drug manufacturer decreases rebates during the contract period to account for upfront discount pricing for that drug or biosimilar equivalent. The State and ESI agree to allow for ESI to adjust rebates paid through a rebate credit using the formula above to prove a net neutral impact on overall plan net costs. At no time will the rebate credit exceed the total amount of the discounted price.

b. On an annual basis, ESI shall reconcile the percentage amount set forth above (against the guaranteed amounts 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.

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. ESI will have the right to apply the State's allocated Rebate amount and Manufacturer Administrative Fees amount to unpaid, undisputed Fees that are past due by sixty (60) days.

3.2 Exclusions. The following will be excluded from the listed rebate guarantees under this Agreement:

Exclusions
Specialty Products (other than Specialty guarantees, if any)
Member Submitted Claims
Subrogation Claims
COVID vaccines, test kits, and therapeutics (e.g. antivirals)
vaccines
340b Claims
coordination of benefit claims
compounds

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3.3 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 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 The Rebate guarantees are conditioned upon the State's enrollment in the UM package outlined in the Clinical Addendum.

3.5 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.

3.6 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.

3.7 Notwithstanding anything in the Agreement to the contrary, in the event ESI does not receive a Rebate for a particular Brand Drug claim due to its identification by a pharmaceutical manufacturer as being a 340B eligible claim (even where such claim may not meet the definition of a "340B Claim"), ESI may reduce a subsequent Rebate quarterly payment (or reconciliation payment, if applicable) to account for any previously-paid Rebate amounts attributable to such claim.

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C-4: COMMERCIAL ADMINISTRATIVE SERVICES AND CLINICAL PROGRAM FEES

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 (including secondary/COB claims) Customer service for members Eligibility submission and maintenance Section 111 Commercial Reporting Plan set-up and validation FSA eligibility feeds Member replacement cards printed via web Strategic account planning support
Formulary & Retail Network Services	Formulary services and notifications Pharmacy network management and reimbursement Basic network pharmacy audit Pharmacy help desk
Implementation Services	Implementation support New member packets (includes delivery of ID cards)
Technology and Communication Services	Express Scripts member website (express-scripts.com) and mobile app Co-branding on communication materials
Pharmacy Benefit Eligibility Verification	The State will be charged a fee of $0.04 PMPM for Express Scripts to provide member benefit information for physician experiences like Insurance Verification, Real-Time Prescription Benefit (RTPB), ePA, etc.
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 (must be greater than $10,000 non-compound limit) if less than $10,000 non-compound limit see pricing below under Additional Services Patient Assurance Program
Intelligence	
Advanced Analytics and Insights	Evernorth Control Center — customer relationship platform (eligibility, claims, and benefit administration), coverage management and appeals, eligibility file transfer Trend Central – on demand web-based reporting

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	Billing reports with electronic claims detail extract file (NCPDP) Load 12 months claims history for clinical reports and reporting Software training for our online systems

ADDITIONAL SERVICES

Below are common additional services and fees that may apply. 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 the State without prior notice.

Additional PBM Services	
Cost Exceeds Maximum Non-compound drug limits less than $10,000	$0.01 PMPM
Direct/Paper Claims	$3.00 per claim
Standard Single Sign-On (SSO)	$0.00
Express Scripts Payment Integrity SolutionsSM **Express Scripts Complete Claims Coordination**SM • Identify, store and maintain Other Health Insurance • Update COB indicator based on identification of primary or secondary coverage • Reject primary claims when coverage is secondary • Submit primary coverage on reject responses • Submit secondary coverage on primary paid claim responses • Setup of reimbursement formula and COB claims adjudication **Express Scripts Payer Precision Program**SM • Retrospective review of claims and OHI to identify and recover plan payments • The fee is contingent upon the successful recovery of overpayments	$0.08 PMPM 25% of amounts recovered
Subrogation Claims Processing (Medicaid, Medicare, and Commercial)	$3.00 per paid claim
Explanation of Benefits (EOBs)	Direct Claim EOB: $0.00
Member Grievances	$0.15 PMPM
Enhanced Network Pharmacy Audit	Enhanced Plus - Included Basic No Charge
Vaccine Program (optional)	$2.50 per vaccine claim
Standard Formulary Guidebook (PDF, Word Document or Excel Format)	Included, no fee (NOTE: Any deviation from the standard Formulary Guidebook is considered custom)
Custom Formulary Guidebook (PDF, Word Document or Excel Format)	Custom Formulary Guidebooks are provided at request and have an annual fee:

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	$12,500 annual fee – first formulary $4,000 annual fee – each additional formulary
Cost Share Reduction/Subsidy Claims Adjudication and Reporting	$25,000 implementation fee $0.50/claim
Emerging Therapeutic Issues Program (ETIP) (optional): Alerts members and healthcare professionals about significant safety-related drug recalls for scripts filled at a retail pharmacy	$0.05 PMPM and $1.35 /letter + postage for mailed communications
SafeGuardRx Programs	No out-of-pocket expense to the State; The 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)	The State's fee to SaveonSP is 25% of realized savings
Variable Copay Benefit Program (Must be enrolled in exclusive specialty program through Accredo)	$0.00
Client Vendor Copay Assistance Programs (Client Vendors External to Express Scripts or Accredo)	Pricing is applied on a Per Member Per Month – (PMPM) basis. Any customization of buildout or setup can/will incur additional fees, amended pricing and/or guarantees.
High Performance Formulary Service Fee	$10,000 Implementation Fee + $0.05 PMPM
SmartShareRx (POS Rebates)	$0.20 PMPM Additional customization may incur additional fees.
MoreThanRx Medication Administration Service Medication Administration will allow members the option to have some injectable medications (not vaccines) filled and administered at participating retail pharmacies. By enrolling in Medication Administration, clients agree to allow ESI to communicate with members as related to the program. Except as expressly provided herein, the terms and conditions of the PBM Agreement shall remain in full force and effect, including any audit and reporting rights. In the event of a conflict between this amendment and the PBM Agreement, the terms of this amendment shall prevail.	Participating Pharmacy Ingredient Cost as set forth in the Agreement Participating Pharmacy Dispensing Fee as set forth in the Agreement Administrative Fee per Prescription Drug Claim as set forth in the Agreement Pharmacy Administration Fee up to $40 $2.50 per Claim Program Fee
MoreThanRx Test to Treat Services MoreThanRx Test to Treat offers a fast, convenient option for addressing common illnesses – in just one pharmacy visit.	-Participating Pharmacy Ingredient Cost as set forth in the Agreement. -Participating Pharmacy Dispensing Fee as set forth in the Agreement. -Administrative Fee per Prescription Drug Claim as set forth in the Agreement.

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+Pharmacist at in-network pharmacies can conduct rapid flu/covid-19 diagnostic tests, and if appropriate, prescribe treatment on the spot. +Prescriptions are filled during the same visit, allowing patients to leave with the medication they need, often within the hour. +This streamlined approach helps people start treatment sooner and get back to what matters most.	-Pharmacy Administration Fee is pass-through, capped at $40 for testing services. -Pharmacy Administration Fee is pass-through, capped at $20 for prescribing services -$2.50 per Claim Program Fee -Enrollment in the program confirms the State's agreement to add pharmacy benefit coverage for items covered under Test to Treat (if not already covered under your benefit design). The list of test to treat covered products is available upon request. -Any capitalized term not otherwise defined herein shall have the meaning set forth in the PBM agreement. -Except as expressly provided herein, the terms and conditions of the PBM Agreement shall remain in full force and effect, including any audit and reporting rights. In the event of a conflict between this amendment and the PBM agreement, the terms of this amendment shall prevail.
MoreThanRx Reproductive Health MoreThanRx Reproductive Health brings together critical reproductive health services in a single, bundled solution. The solution helps the State advocate for their members and increase access to reproductive care such as contraceptives, injectable medications, vitamins, and pharmacy prescribed medications at the local pharmacy. The following services are included: *Contraceptive Care Member Education - targeted member communications that educate on their benefits including $0 copay for contraceptives *Medication Administration Services - Allowing members to receive injectable medication administration at the retail pharmacy *Pharmacist Prescribing - Allows pharmacists to prescribe contraceptives and HIV/AIDS medications ** availability of services are subject to state laws & regulations	Enrollment in the program confirms the State's agreement to add pharmacy benefit coverage for the drugs covered under this product (if not already included in your benefit design). The list of drugs covered under this product is available upon request. Participating Pharmacy Ingredient Cost as set forth in the Agreement Participating Pharmacy Dispensing Fee as set forth in the Agreement Administrative Fee per Prescription Drug Claim as set forth in the Agreement. Pharmacy Administration Fee capped at $40 for injectable medications* Pharmacy Consultation Fee capped at $ 60 for consultative services * $2.50 per Claim Program By enrolling in this program, the State agrees to allow ESI to communicate with members about the program. Any capitalized term not otherwise defined herein shall have the meaning set forth in the PBM Agreement. • Except as expressly provided herein, the terms and conditions of the PBM Agreement shall remain in full force and effect, including any audit and reporting rights. In the event of a conflict between this amendment and the PBM Agreement, the terms of this amendment shall prevail.
Express Scripts Price Assure (optional)	• No out-of-pocket expense to the State; any generic surplus value created from Price Assure impacted claims may be applied towards meeting other channel guarantees.
Technology and Communication Services	
Proprietary External (Client-Facing) Application Programming Interface (API)	

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	Per Member Per Month/ Subscription • $0.10 PMPM base • $1,250 per month minimum ($15,000 annual) • No Installation Fee • Access to all APIs	
	Transaction • $0.01 per Transaction FHIR APIs (or equivalent on proprietary) • $1,250 per month minimum • Installation Fee - $25K < 100K lives, $50K>100K lives • Access to all APIs • No data limits	

Technology Development for Custom Solutions	$143/hour
Standard member/physician optional program letter communication	$1.35 + postage
Development and delivery of custom communications	Priced upon request
Personalized Pharmacy Experience	
Custom Laser Messaging	$40,000 per custom message A 20% discount will be provided for subsequent 3-month extensions of an active campaign.
Reviews and Appeals Management	
Initial and first level clinical appeals	Included in AUM PMPM fee or $55/review
ESI Level 2 and Urgent Appeal Service (optional)	Additional $10.00 applies to all reviews
External Reviews (optional) Facilitated by UM company, reviewed by independent review organizations	$800 per review
Benefit Review Initial Determinations and Redeterminations (Level 1 Appeals) for plan design related requests not related to UM program, such as: **Exclusion Reviews** **Tiering Exception Reviews**	$55 per initial determination/redetermination
Advanced Benefit Management / Data Integration	
Consumer Connect Plan **Consumer Driven Health (CDH) Plan Enrollees**[1] Advanced Data Integration, Enhanced Reporting, Member Adherence and Member Education	$0.48 PMPM
Combined Benefit Management (Non-CDH Plan Enrollees)[2]	$0.10 PMPM per combined accumulator for existing connection with medical carrier or TPA (up to a maximum $0.20 PMPM)

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Services to manage combined medical-pharmacy benefits that are not a consumer-directed health (CDH) plan. Combined benefit types may include deductible, out of pocket, spending account, and lifetime maximum.	
FSA setup	$5,720
Advanced Analytics and Insights	
Custom Reporting Requiring development build	$143 /hour
Fees Applicable to Retiree Drug Subsidy Plans Only	
Retiree Drug Subsidy (RDS) enhanced service Express Scripts sends reports to CMS on behalf of the 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 the State	$0.62 PMPM for Medicare-qualified members with a minimum annual fee of $5,000
Notice of Creditable Coverage	$1.35 /letter + postage

[1]Clients with HSA-Qualified plan designs are automatically enrolled in the Consumer Driven Health program and there is no opt-out option. An HSA-Qualified Plan is a plan that meets IRS requirements including annual minimum deductibles and out-of-pocket maximums, regardless of offering a savings account.

[2]Clients with Combined Benefit Management plan designs (non-CDH) have the option to opt-in to the Express Scripts Consumer Driven Health program, known as Consumer Connect Plan. These plans are integrated between pharmacy and medical benefits but do not meet IRS deductible and out-of-pocket maximum requirements for HSA-Qualified Plans.

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 and may be updated as mutually agreed throughout the term of the contract. 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 and incorporated here by reference).

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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 retrospective patient safety solution integrating medical, prescription, and laboratory data	$0.30 PMPM year 1, $0.40 PMPM all years following* + $0.02 PMPM to include optional member letters
RetroGuide: Comprehensive retrospective patient safety solution integrating prescription data	$0.18 PMPM + $0.02 PMPM to include optional member letters
Advanced Opioid Management: Comprehensive and proactive approach to opioid management	$0.39 PMPM
Enhanced Fraud, Waste, & Abuse: Advanced patient and prescriber investigative services to identify opportunities for reducing plan costs and increasing patient safety	Commercial $0.07 PMPM
inMyndRx:	$0.17 PMPM
inMynd: Behavioral Health	$0.29 PMPM
Embarc Benefit Protection	$1.75 PMPM
ACA Statin Trend Management Solution	$0.03 PMPM
Medical Drug Management	$0.40 PMPM Comprehensive: $0.42 PMPM Advanced: $0.45 PMPM
Evernorth Intellisphere with clinical pharmacist support	Pricing can be customized to meet the client and offering needs. • We offer a flat price plus a one-time implementation fee. • This includes access for up to 5 Evernorth Intellisphere users. Each additional Evernorth Intellisphere user will cost the State $10,000 per year or 5 additional for $25,000.

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	• Pharmacy Management Fund (PMF) can be used. Member count Annual Fee Implementation Fee (<25k members) $30,000 $10,000 (25k-50k members) $60,000 $20,000
Evernorth Intellisphere with dedicated academic detailing pharmacist	Pricing can be customized to meet the client and offering needs. • We offer a flat price plus a one-time implementation fee at a discounted rate when purchased with an Academic Detailer. • This includes access for up to 5 Evernorth Intellisphere users. Each additional Evernorth Intellisphere user will cost the State $10,000 per year or 5 additional for $25,000. • Pharmacy Management Fund (PMF) can be used. Annual Fee: $54,000 Implementation Fee: $20,000 Academic Detailer - $350,000/year for a dedicated Academic Detailer
Over-the-Counter Solution	Program Oversight: $0.30 PMPY One-Time Implementation Fee: $5,000 Formulary Product Cost (Includes the cost of OTC product(s) ordered by members): Invoiced Monthly Order Processing Fee: $4.75 per order Standard Catalog & Distribution: $2.50 per catalog Foreign Language Translation Line: Cost + 15%
Value Based Insurance Design (VBID) **Members enrolled using automated file:** **Manual Setup:** **Changes after go-live:**	 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: The State specific, priced upon request Eligibility Reporting: $1,000 per ad hoc report 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: The State specific, priced upon request Eligibility Reporting: $1,000 per ad hoc report Vendor add: $10,000

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	Program add: $5,000 New carrier: $5,000 Customization: client specific, priced upon request NOTE: Fees above are per carrier
Evernorth Dynamic Health Engagement for Providers **Physician outreaches (Campaigns) within the electronic health record. Campaigns focus on affordability, benefit/formulary utilization, clinical guidance and quality outcome support. Automated and scalable process and allows bi-directional communication (2- way communication) with Evernorth/ESI clinicians within the physicians' workflow.**	From a menu of campaigns, clients receive 6 campaigns/year. Pricing adjusted annually on January 1st of each year. Can utilize PMPM pricing if requested by client. Custom campaigns addressed case-by-case. Packaging with Academic Detailing addressed per client. Annual cost may be subject to 4% annual inflation increase. <u>Annual Price</u> <u>Standalone:</u> $75,000
EncircleRx Cardiodiabesity Weight Loss **Enhanced controls in EncircleRx Cardiodiabesity Weight Loss ensures GLP-1 access to clinically necessary patients, improving clinical outcomes and lowering downstream medical and prescription costs through:** **+ Higher patient BMI requirements, with consideration for documented comorbidities** **+ Enrollment and ongoing engagement in a lifestyle modification program** **+ Increased GLP-1 monitoring & fraud protection through GLP-1 Anti-Fraud Protection to ensure appropriate prescribing, filling, and adherence**	15% Weight Loss Cost Cap <1,000 lives: Not offered 1,000-5,000 lives: $2.15 PMPM >5,000 lives: $1.95 PMPM 15% Weight Loss Cost Cap with SGRx, DHF, or HC360 <1,000 lives: Not offered 1,000-5,000 lives: $1.75 PMPM >5,000 lives: $1.55 PMPM 3:1 Savings Guarantee: $1.25 PMPM 3:1 Savings Guarantee with SGRx, DHF, or HC360: $0.85 PMPM
EncircleRx Cardiodiabesity Diabetes **Enhanced controls in EncircleRx Cardiodiabesity Diabetes ensures GLP-1 access to clinically necessary patients, improving clinical outcomes and lowering downstream medical and prescription costs through:** **+ Clinical documentation of diabetes: to curb inappropriate off-label GLP-1 use** **+ Increased GLP-1 monitoring & fraud protection through GLP-1 Anti-Fraud Protection to ensure appropriate prescribing, filling, and adherence**	$0.15 PMPM - 3:1 Savings Guarantee with Medical Data $0.25 PMPM - 3:1 Savings Guarantee without Medical

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Digital Health Solutions ***PPPM – Per participating patient per month; additional fees may apply as set forth in Clinical Addendum*** ***PPPY – Per participating patient per year; additional fees may apply as set forth in Clinical Addendum***	
Hinge Health	• Acute Program: $250 for initial Treatment Session; $50 for subsequent Treatment Sessions* • Chronic Program: $250 for initial Treatment Session; $50 for subsequent Treatment Sessions* • Surgery Program: $250 for initial Treatment Session; $50 for subsequent Treatment Sessions* • Prevention Program: $0 per enrolled member per year • Expert Medical Opinion: $0 per enrolled member per year *Maximum total cost per Enrolled Member per 365-day period is $1750; offer includes Program Fee Cap Assurance. *Program Fee Cap:* Based on The State's Eligible Lives aged 18 or greater as outlined below. Eligible Lives are measured at the start of the initial Cap Year and on the first day of each additional Cap Year. <25,000 = $995 25,000-49,999 = $970 50,000-99,999 = $945 >99,999 = $895 - *Program Fee Cap Total*: The Program Fee Cap multiplied by the number of Enrolled Members who were billed for in the Chronic, Acute or Surgery Program during the applicable Cap Year, less any contractual refunds (other than for client-level performance/ROI guarantees) or credits. *Program Fee Cap Assurance*: The State fees paid for the Chronic, Acute or Surgery Program during the applicable Cap Year shall not exceed the Program Fee Cap Total. If fees paid exceed the Program Fee Cap Total the State will receive a reconciliation credit equal to the amount by which the fees paid exceeded the Program Fee Cap Total. Any required refunds will be issued within approximately four (4) months after the end of each Cap Year. The Program Fee Cap Assurance is contingent upon The State participating in the program for a minimum of one (1) year, as the assessment is calculated on a 12-month period. If the State terms during the Cap Year Express Scripts shall have no obligation to the Program Fee Cap Assurance.
Teladoc	Standard Programs & Bundled Discounts ▪ Diabetes Management: $70 PPPM; 6 months minimum billing per activation; fee includes unlimited test strips ▪ Hypertension Management: $39 PPPM; 6 months minimum billing per activation ▪ Prevention Management: $50 PPPM months 1-12; $25 PPPM months 13+; 12 months minimum billing per activation ▪ Weight Management: $50 PPPM months 1-12; $25 PPPM months 13+; 12 months minimum billing per activation ▪ Advanced Weight Management (or Hybrid): $57 PPPM months 1-12; $29 PPPM months 13+; 12 months minimum billing per activation ▪ Prevention Management and Advanced Weight Management (or Hybrid) Bundle: $57 PPPM months 1-12; $29 PPPM months 13+; 12 months minimum billing per activation Chronic Condition Management Plus (CCM+) Programs & Bundled Discounts

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	▪ Diabetes Management Plus: $98 PPPM; 6 months minimum billing per activation; fee includes unlimited test strips. ▪ Hypertension Management Plus: $54 PPPM; 6 months minimum billing per activation; ▪ Prevention Management Plus: $75 PPPM months 1-12; $53 month 13+; 12-month minimum billing per activation ▪ Diabetes Management Plus and Hypertension Management Plus Bundle: o Diabetes Management Plus: $95 PPPM; 6 months minimum billing per activation; fee includes unlimited test strips o Hypertension Management Plus: $53 PPPM; 6 months minimum billing per activation ▪ Prevention Management Plus and Advanced Weight Management (or Hybrid) Bundle: $78 PPPM months 1-12; $58 month 13+; 12-month minimum billing per activation ▪ CCM+ All Solution Bundle (Diabetes Management Plus, Hypertension Management Plus, & Prevention Management Plus): $69 PPPM; minimum billing aligns to participant enrolled program. ▪ CCM+ All Solution Bundle and Advanced Weight Management (or Hybrid): $71 PPPM; minimum billing aligns to participant enrolled program.
Omada	Diabetes: $73 PPPM - 6 months minimum billing per activation; fee includes unlimited BioTel Care® strips Diabetes Prevention: $48 PPPM months 1-12; $27 PPPM months 13+; 6 months minimum billing per activation ▪ Omada offers a bundled discount for the Prevention Program of $42 PPPM months 1-12; $21 PPPM months 13+ when a client purchases all three (3) cardiometabolic programs at the same time: Diabetes, Hypertension, and Prevention. 6 months minimum billing per activation. If the client initially purchases one program and later adds the other two Programs, the bundled pricing will not be available for the newly purchased Programs, nor will it be applied retroactively to the existing Program. Hypertension: $49 PPPM - 6 months minimum billing per activation Diabetes + Hypertension: $89 PPPM - 6 months minimum billing per activation ▪ Clients purchasing Omada for Diabetes and Omada for Hypertension are automatically enrolled in Omada for Diabetes + Hypertension. Members who have both diabetes and hypertension receive support of both conditions at a discounted rate. Omada Enhanced GLP-1 Care Track: $18 per participant per month. Per participant per month fees for the Enhanced GLP-1 Care Track are in addition to the fees payable for the underlying Prevention program or Hypertension program in which the applicable member is enrolled. Musculoskeletal: • Prevention: $0 • Self-Guided Recovery: $175 PT Consult Fee; $0 PPPM thereafter • Physical Therapist-Guided Recovery: $175 consult fee + **$405** per participant per total episode ("episode" is defined as a specific condition to be treated) • Post Care $0

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<table>
<tr><td>Pelago Care Pathways Services</td><td>Care Pathways Services:
Support: $521.98 per participant per year
Manage: $2,845.25 per participant per year
Treat: $3,685.48 per participant per year
Per session Fees for Manage or Treat Enrolled Members in need of additional Counselor or Provider sessions beyond those included, or by request for a Support Enrolled Member are charged based on the length of time with each type of clinician:
30-minute Counselor Session: Virtual Fee $130; In Person Fee $156
45-minute Counselor Session: Virtual Fee $156; In Person Fee $187.20
60-minute Counselor Session: Virtual Fee $195; In Person Fee $234
30-minute Provider Session: Virtual Fee $292; In Person Fee $350.40
45-minute Provider Session: Virtual Fee $325; In Person Fee $390
60-minute Provider Session: Virtual Fee $351; In Person Fee $421.20
Optional Program Components include Nicotine Replacement Therapy (NRT). Pass through price is per participant per order, https://info.pelagohealth.com/costs/third-party. Client will only be billed for the amount of NRT that is ordered by the member (ex., If client allows 12 weeks of NRT, and member chooses 4 weeks of NRT, client will be charged for 4 weeks of NRT).</td></tr>
<tr><td>SilverCloud</td><td>Digital Behavioral Health Care: $150 per participant enrolled program per year</td></tr>
<tr><td>Big Health</td><td>Digital Behavioral Health Care – for anxiety or insomnia<table><tr><td>Sleepio, Digital Therapeutic for Insomnia</td><td>$400 per enrolled participant per year</td></tr><tr><td>Daylight, Digital Therapeutic for Anxiety</td><td>$400 per enrolled participant per year</td></tr></table></td></tr>
<tr><td>Cylinder Health</td><td>Cylinder Core: $280 per enrolled member per quarter (PEMPQ)
Cylinder Virtual Clinic: $405 per enrolled member per quarter (PEMPQ)</td></tr>
<tr><td>FOLX Health</td><td>FOLX Health PMPM Pricing model (Per Member Per Month): based on the number of Eligible Members for that Client; lives are shown in the table below. This fee is for the platform access.

0-5,000 Employer Lives - $1.00
5,001-15,000 Employer Lives - $0.90
15,001-25,000 Employer Lives - $0.80
25,001-50,000 Employer Lives - $0.50
50,001+ Employer Lives - $0.45

Clinical Visit with a FOLX Network Provider:
In-Network Clinical Visit Fee: Direct billed as a medical claim (From Folx to the Health plan)
Out of Network Clinical Visit Fee: $396 per year per Enrolled Member that completes a clinical visit with Folx Health</td></tr>
<tr><td>9AM Health</td><td>Program Fee: $68 Per participant per month. 3-month minimum member enrollment.

Devices and Lab Fees: pass through pricing, https://9am.link/evrnth$, billed per member per order.
Devices:
• Continuous glucose monitor (CGM)
• Blood glucose monitor
• Blood Glucose test strips and lancets
• Blood pressure monitor
• XL Blood pressure monitor
• Weight scale
• XL Weight scale</td></tr>
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<table>
<tr><td></td><td>Labs:
• At-home phlebotomy draw (HbA1c, CMP, Lipid Panel, and Urinary Microalbumin)*
• At-home phlebotomy draw (HbA1c, CMP, Lipid Panel, and Urinary Microalbumin) + biometrics (waist circumference measurement, blood pressure, and BMI)*
• At-home A1c self-collection kit (includes shipping costs)†
• At-home A1c/Lipid Panel/Serum Creatinine self-collection kit (includes shipping costs)2
• Labcorp & Quest: billed to medical insurance

*Member ZIP Code must be supported by Phlebotomy Service provider. Does not include lab analysis. Lab analysis billed to medical insurance.
†Member must be in rural area without Labcorp, Quest, or Home Phlebotomy availability. Includes lab analysis. Insurance is not billed.</td></tr>
<tr><td>Maven Clinic</td><td>DHF Core Solutions:

Fertility and Family Building: $850 Per Participant Per Enrollment (12-month end to end solutions, option to re-enroll)
Maternity and Newborn: $1,250 Per Participant Per Enrollment (21 Month end to end solution, option to re-enroll with new case)
Parenting and Pediatrics: $600 Per Participant Per Enrollment (12 Month end to end solution, option to re-enroll)
Menopause and Mid Life: $600 Per Participant Per Enrollment (12 Month end to end solution, option to re-enroll)

Clinical ADD Ons:
Maven Managed Benefits: $1500 Per Participant Per Enrollment – Yearly Benefit Solution
• Maven administers the State’s benefit coverage based on client’s specific program design
Maven Wallet: $600 Per Participant Per Enrollment (12 Month solution, option to re-enroll)
• Reimbursement Program that can be added to the four core solutions and Maven Managed Benefit
• Cannot be purchased separately
Maven Milk:
$95 (Per Shipment) – Pump and Carry
$199 (Per Shipment) – Pump and Post
$225 (Per Shipment) – Pump and Check
• Breastmilk shipping and travel solution.
• Add On available with Maven Maternity solution</td></tr>
<tr><td>Zerigo Health</td><td>Narrow UV Band Device - One Time Fee per Enrolled Member - $1250
Monthly Usage Fee - Per Active Member Per Month - $200</td></tr>
<tr><td>Carrot</td><td>
<table>
<tr><th>Program</th><th>Fee</th></tr>
<tr><td>Carrot Core
(Includes all Journeys)</td><td>$1,200 Per Participant Per Year (PPPY)
OR
$1.25 Per Member Per Month (PMPM)</td></tr>
<tr><td>Carrot Pro
(Includes all Journeys)</td><td>$1,600 Per Participant Per Year (PPPY)
OR
$1.75 Per Member Per Month (PMPM)</td></tr>
<tr><td>Carrot Pro + Carrot Card
(Includes all Journeys)</td><td>$1,600 Per Participant Per Year (PPPY)
OR
$1.75 Per Member Per Month (PMPM)</td></tr>
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Program	Fee
Hormonal Health (Menopause/Low Testosterone Core/Gender Affirming Journeys Only)	**$600** Per Participant Per Year (PPPY) OR **$0.63** Per Member Per Month (PMPM)
Hormonal Health Pro (Menopause/Low Testosterone/Gender Affirming Journeys Only)	**$750** Per Participant Per Year (PPPY) OR **$0.82** Per Member Per Month (PMPM)
Hormonal Health Pro + Carrot Card (Menopause/Low Testosterone/Gender Affirming Journeys Only)	**$750** Per Participant Per Year (PPPY) OR **$0.82** Per Member Per Month (PMPM)

Progyny

Product	Pricing
Reimbursement Assistance Services (e.g. Adoption, Surrogacy, Doula, Travel, and Milk Shipping)	**$800 annual case rate** inclusive of supported reimbursement assistance service and eligible expenses as elected by Company Enrolled Client. per assistance service associated journey, or per year whichever is shorter
Pregnancy and Postpartum with Virtual Doula and Benefit and Leave Navigation	**$1,250** per live birth for up to 22 months, which covers pregnancy and 12 months of postpartum services
Enrolled Members who solely utilize Growing Family Benefit and Leave Navigation	**$700** annual case rate, which covers up to 12 months of Services immediately following a live birth
Birth Attendance, Virtual or In-Person Doula (Labor & Delivery)	Virtual: **$1,200** per 24-hour period
	In-Person: **$1,850** per 24-hour period
Menopause and Midlife	**$250** annual case rate
Parent and Child Wellbeing (children between 1-12)	**$600** annual case rate

Advanced Utilization Management (AUM) Packages		
Limited Package	Delivers plan savings with minimal member impact	$0.32 PMPM
Advantage Package	Same as Limited, adding chronic disease states and a broad specialty offering	$0.95 PMPM

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Advantage Plus Package	Same as Advantage, adding undermanaged medication classes for select chronic diseases	$1.25 PMPM
Unlimited Option	Allows implementation of any current and/or future UM program	$1.47 PMPM

Ala-Carte List Pricing					
		Included in AUM Package			
	Ala-Carte	**Limited**	**Advantage**	**Advantage Plus**	**Unlimited**
Prior Authorization					
Limited List	$0.06 PMPM	**X**	**X**	**X**	**X**
Proactive List	$0.05 PMPM	**X**	**X**	**X**	**X**
Advantage List	$0.20 PMPM		**X**	**X**	**X**
Non Essential Therapy List	$0.16 PMPM		**X**	**X**	**X**
Advantage Plus List	$0.06 PMPM			**X**	**X**
Pharmacogenomics List	$0.10 PMPM			**X**	**X**
Oncology Package	$0.15 PMPM			**X**	**X**
Adjunctive Specialty List	$0.05 PMPM				**X**
Cost Watch List	$0.07 PMPM				**X**
Active Management List	$0.03 PMPM				**X**
Drug Quantity Management					
Limited List	$0.10 PMPM	**X**	**X**	**X**	**X**
Advantage List	$0.15 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	$0.20 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 do not qualify for guarantees

List Guarantees: Some lists offer 3:1 Guarantees for the State 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

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C-5: PERFORMANCE GUARANTEES

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 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), ESI will be excused from compliance with such performance standards until such circumstances have been resolved and any existing backlogs or other related effects have been eliminated.

Within ninety (90) days after the end of each 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 States receipt of reconciliation report.

No performance penalties, if any, will be paid until this Agreement is executed by the State. In no event will the sum of the payments to the State, as a result of ESI's failure to meet the performance standards exceed $20.00 per Member per year for the annual performance standards. The State may reallocate performance guarantee penalty amounts across each guarantee listed in this Exhibit provided, that (i) no greater than 20% of the total performance guarantee risk pool can be allocated to an individual guarantee, (ii) any reallocation is provided in writing to ESI no later than 30 days prior to the start of each contract year, and (iii) the sum of all penalty allocations equal 100% of the total performance guarantee risk pool.

The following performance standards are based on 26,145 Members as of the Effective Date and throughout the Term. Any material change below such number may result in a renegotiation of the standards and penalties set forth below.

Performance standards for ESI Mail Pharmacy and EnGuide(SM) pharmacy assume a minimum of 1,000 ESI Mail Pharmacy/EnGuide(SM) prescriptions submitted annually. Unless otherwise specified, the performance standards set forth in this exhibit will not apply to ESI Specialty Pharmacy.

Service Feature	Guarantee	Penalty
Implementation Performance Guarantee – Project Pan	Bidder will provide a detailed project implementation plan to the State within thirty (30) days after approval by the Governor & Executive Counsel or no later than 30 days before the contract start date, whichever is earliest.	The State may reallocate performance guarantee penalty amounts across each guarantee listed in this Exhibit provided, that (i) no greater than 20% of the total performance guarantee risk pool can be allocated to an individual guarantee, (ii) any reallocation is provided in writing to ESI no later than 30 days prior to the start of each contract year, and (iii) the sum of all penalty allocations equal 100% of the total performance guarantee risk pool.
Implementation Performance Guarantee –	Bidder shall resolve all findings identified by the State during its operational readiness review prior to the go-live date.	The State may reallocate performance guarantee penalty amounts across each guarantee listed in this Exhibit provided, that (i) no greater than 20% of the total performance guarantee risk pool can be

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Service Feature	Guarantee	Penalty
Operational Readiness Review		allocated to an individual guarantee, (ii) any reallocation is provided in writing to ESI no later than 30 days prior to the start of each contract year, and (iii) the sum of all penalty allocations equal 100% of the total performance guarantee risk pool.
Implementation Performance Guarantee – Data Connections	Bidders interface with the State and other approved vendors/subcontractors shall be fully tested and operational no later than 30 days prior to the effective date of contract.	The State may reallocate performance guarantee penalty amounts across each guarantee listed in this Exhibit provided, that (i) no greater than 20% of the total performance guarantee risk pool can be allocated to an individual guarantee, (ii) any reallocation is provided in writing to ESI no later than 30 days prior to the start of each contract year, and (iii) the sum of all penalty allocations equal 100% of the total performance guarantee risk pool.
Implementation Performance Guarantee – Call Center	The Bidders call center and other systems (employer & member internet portal, etc.) shall be fully operational on or before the go-live date specified.	The State may reallocate performance guarantee penalty amounts across each guarantee listed in this Exhibit provided, that (i) no greater than 20% of the total performance guarantee risk pool can be allocated to an individual guarantee, (ii) any reallocation is provided in writing to ESI no later than 30 days prior to the start of each contract year, and (iii) the sum of all penalty allocations equal 100% of the total performance guarantee risk pool.
Implementation Performance Guarantee – Administrative Services	All PBM administrative services for the State Plans shall take effect (i.e., “go live”) and be fully operational on the go-live date	The State may reallocate performance guarantee penalty amounts across each guarantee listed in this Exhibit provided, that (i) no greater than 20% of the total performance guarantee risk pool can be allocated to an individual guarantee, (ii) any reallocation is provided in writing to ESI no later than 30 days prior to the start of each contract year, and (iii) the sum of all penalty allocations equal 100% of the total performance guarantee risk pool.
Implementation Performance	Initial member welcome communications, ID Cards, etc. shall be produced and mailed no	The State may reallocate performance guarantee penalty amounts across each

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Service Feature	Guarantee	Penalty
Guarantee – ID Cards	later than twenty-one (21) days prior to the go live date.	guarantee listed in this Exhibit provided, that (i) no greater than 20% of the total performance guarantee risk pool can be allocated to an individual guarantee, (ii) any reallocation is provided in writing to ESI no later than 30 days prior to the start of each contract year, and (iii) the sum of all penalty allocations equal 100% of the total performance guarantee risk pool.
Implementation Performance Guarantee – Clean Implementation	There will be 0.0% systems errors, 0.0% ID card delays, and the State will have access to 100.0% of the tools prior to effective date.	The State may reallocate performance guarantee penalty amounts across each guarantee listed in this Exhibit provided, that (i) no greater than 20% of the total performance guarantee risk pool can be allocated to an individual guarantee, (ii) any reallocation is provided in writing to ESI no later than 30 days prior to the start of each contract year, and (iii) the sum of all penalty allocations equal 100% of the total performance guarantee risk pool.
Implementation Performance Guarantee – Implementation Timeline	100.0% of key milestones will be achieved.	The State may reallocate performance guarantee penalty amounts across each guarantee listed in this Exhibit provided, that (i) no greater than 20% of the total performance guarantee risk pool can be allocated to an individual guarantee, (ii) any reallocation is provided in writing to ESI no later than 30 days prior to the start of each contract year, and (iii) the sum of all penalty allocations equal 100% of the total performance guarantee risk pool.
Implementation Performance Guarantee – Implementation Team	Implementation team members will not change and will be responsible for the accurate installation of all administrative, clinical and financial parameters for the State's programs.	The State may reallocate performance guarantee penalty amounts across each guarantee listed in this Exhibit provided, that (i) no greater than 20% of the total performance guarantee risk pool can be allocated to an individual guarantee, (ii) any reallocation is provided in writing to ESI no later than 30 days prior to the start of each contract year, and (iii) the sum of all penalty

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Service Feature	Guarantee	Penalty
		allocations equal 100% of the total performance guarantee risk pool.
Implementation Performance Guarantee – Implementation Satisfaction Scorecard	The State will be over 90.0% satisfied with the implementation process. The satisfaction scorecard shall be completed following the implementation process.	The State may reallocate performance guarantee penalty amounts across each guarantee listed in this Exhibit provided, that (i) no greater than 20% of the total performance guarantee risk pool can be allocated to an individual guarantee, (ii) any reallocation is provided in writing to ESI no later than 30 days prior to the start of each contract year, and (iii) the sum of all penalty allocations equal 100% of the total performance guarantee risk pool.
Ongoing Performance Guarantee - Plan Administration Accuracy	Express Scripts guarantees a 99.0% set up accuracy based upon the receipt of complete information on a signed benefit add/change form from the client.	The State may reallocate performance guarantee penalty amounts across each guarantee listed in this Exhibit provided, that (i) no greater than 20% of the total performance guarantee risk pool can be allocated to an individual guarantee, (ii) any reallocation is provided in writing to ESI no later than 30 days prior to the start of each contract year, and (iii) the sum of all penalty allocations equal 100% of the total performance guarantee risk pool.
Ongoing Performance Guarantee - Pricing Change Accuracy	Implementation of all pricing changes will be 100% accurate. This is measured and reported on a quarterly basis and on a SONH-specific basis.	The State may reallocate performance guarantee penalty amounts across each guarantee listed in this Exhibit provided, that (i) no greater than 20% of the total performance guarantee risk pool can be allocated to an individual guarantee, (ii) any reallocation is provided in writing to ESI no later than 30 days prior to the start of each contract year, and (iii) the sum of all penalty allocations equal 100% of the total performance guarantee risk pool.
Ongoing Performance Guarantee - Financial accuracy	The Claims Adjudication Accuracy Rate for each Contract Year will be 99% or greater.	The State may reallocate performance guarantee penalty amounts across each guarantee listed in this Exhibit provided, that (i) no greater than 20% of the total performance guarantee risk pool can be allocated to an individual guarantee, (ii) any

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Service Feature	Guarantee	Penalty
(electronic and paper claims)		reallocation is provided in writing to ESI no later than 30 days prior to the start of each contract year, and (iii) the sum of all penalty allocations equal 100% of the total performance guarantee risk pool.
Ongoing Performance Guarantee - Mail Service Non-Financial Accuracy	The mail service pharmacy shall guarantee dispensing accuracy of at least 99.996% (correct member name, correct member address, correct drug, correct dosage form, and correct strength). This is measured and reported on a quarterly basis and on a BOB-specific basis.	The State may reallocate performance guarantee penalty amounts across each guarantee listed in this Exhibit provided, that (i) no greater than 20% of the total performance guarantee risk pool can be allocated to an individual guarantee, (ii) any reallocation is provided in writing to ESI no later than 30 days prior to the start of each contract year, and (iii) the sum of all penalty allocations equal 100% of the total performance guarantee risk pool.
Ongoing Performance Guarantee -Home Delivery Accuracy – Specialty	At least 99.95% of home delivery specialty pharmacy claims dispensed with no errors (correct member name, correct member address, correct drug, correct dosage form, and correct strength). This is measured and reported on a quarterly basis and on a State-specific basis.	The State may reallocate performance guarantee penalty amounts across each guarantee listed in this Exhibit provided, that (i) no greater than 20% of the total performance guarantee risk pool can be allocated to an individual guarantee, (ii) any reallocation is provided in writing to ESI no later than 30 days prior to the start of each contract year, and (iii) the sum of all penalty allocations equal 100% of the total performance guarantee risk pool.
Ongoing Performance Guarantee - Home Delivery Pharmacy Turn Around Time (specialty and non specialty)	The Home Delivery will dispense all non-routine claims (those Home Delivery Pharmacy Program claims for Covered Drugs received by the PBM's Mail Order and Specialty Pharmacy that require physician or patient contact or other non-standard procedures prior to dispensing by the PBM's Mail Order Pharmacy) within an average of four (4) business days of receipt of the order at the Mail Order Pharmacy and five (5) business days of receipt of the order at the Specialty Pharmacy. For Accredo claims, we guarantee 98% of specialty orders will be delivered to the patient within the agreed upon delivery date (i.e., Need	The State may reallocate performance guarantee penalty amounts across each guarantee listed in this Exhibit provided, that (i) no greater than 20% of the total performance guarantee risk pool can be allocated to an individual guarantee, (ii) any reallocation is provided in writing to ESI no later than 30 days prior to the start of each contract year, and (iii) the sum of all penalty allocations equal 100% of the total performance guarantee risk pool.

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Service Feature	Guarantee	Penalty
	by Date) per Contract Year. Excludes orders where the patient and/or the physician requested that we change the date. This is measured and reported on a quarterly basis and if >/= 155 scripts per quarter, on State-specific basis, if < than 155 scripts per quarter, on a BOB basis.	
Ongoing Performance Guarantee - System Downtime	At least 99.5% access to its systems by all the retail pharmacies in PBM's network 24 hours a day, 7 days a week, 365 days a year. This is measured and reported on a quarterly basis and on a BOB-specific basis. The measurement will exclude systems downtime attributed to regularly scheduled systems maintenance or systems downtime attributed to telecommunications failure or other circumstances outside the control of Express Scripts.	The State may reallocate performance guarantee penalty amounts across each guarantee listed in this Exhibit provided, that (i) no greater than 20% of the total performance guarantee risk pool can be allocated to an individual guarantee, (ii) any reallocation is provided in writing to ESI no later than 30 days prior to the start of each contract year, and (iii) the sum of all penalty allocations equal 100% of the total performance guarantee risk pool.
Ongoing Performance Guarantee - Invoicing Errors	All invoicing errors will be credits back to the State by next billing cycle or PBM will pay interest. This is measured and reported on a quarterly basis and on a SONH-specific basis.	The State may reallocate performance guarantee penalty amounts across each guarantee listed in this Exhibit provided, that (i) no greater than 20% of the total performance guarantee risk pool can be allocated to an individual guarantee, (ii) any reallocation is provided in writing to ESI no later than 30 days prior to the start of each contract year, and (iii) the sum of all penalty allocations equal 100% of the total performance guarantee risk pool.
Ongoing Performance Guarantee - Claims Eligibility Data	Express Scripts guarantees 99% of loadable/clean eligibility files with 100,000 records or less received by 10:00 a.m. ET on any Express Scripts business day, via secured processes acceptable to Express Scripts, will be updated with an average of 1 business day (8 Express Scripts business hours) of triggering the automated file load process. A loadable/clean file is defined as receiving no transmission, processing, or reformat errors and does not hit the thresholds established between the State and Express Scripts. The State will be	The State may reallocate performance guarantee penalty amounts across each guarantee listed in this Exhibit provided, that (i) no greater than 20% of the total performance guarantee risk pool can be allocated to an individual guarantee, (ii) any reallocation is provided in writing to ESI no later than 30 days prior to the start of each contract year, and (iii) the sum of all penalty allocations equal 100% of the total performance guarantee risk pool.

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Service Feature	Guarantee	Penalty
	responsible for notifying Express Scripts of any failure to meet this guarantee.	
Ongoing Performance Guarantee - Eligibility Data Error Reporting	Eligibility file error reporting on all clean eligibility file updates will be provided to the State within 1 business day after receipt. Eligibility file error reporting on all eligibility file updates will be provided to the State within 2 business day after receipt. This is measured and reported on a quarterly basis and on a SONH-specific basis.	The State may reallocate performance guarantee penalty amounts across each guarantee listed in this Exhibit provided, that (i) no greater than 20% of the total performance guarantee risk pool can be allocated to an individual guarantee, (ii) any reallocation is provided in writing to ESI no later than 30 days prior to the start of each contract year, and (iii) the sum of all penalty allocations equal 100% of the total performance guarantee risk pool.
Ongoing Performance Guarantee - Eligibility Processing Accuracy	100% of usable, error-free program eligibility files received by the PBM will be loaded without error. This is measured and reported on a contract year basis and on a SONH-specific basis.	The State may reallocate performance guarantee penalty amounts across each guarantee listed in this Exhibit provided, that (i) no greater than 20% of the total performance guarantee risk pool can be allocated to an individual guarantee, (ii) any reallocation is provided in writing to ESI no later than 30 days prior to the start of each contract year, and (iii) the sum of all penalty allocations equal 100% of the total performance guarantee risk pool.
Ongoing Performance Guarantee - Eligibility Error Rate Audits	Error rate identified through quarterly audits shall not exceed, on an average basis, 2%. This is measured and reported on a quarterly basis and on a SONH-specific basis.	The State may reallocate performance guarantee penalty amounts across each guarantee listed in this Exhibit provided, that (i) no greater than 20% of the total performance guarantee risk pool can be allocated to an individual guarantee, (ii) any reallocation is provided in writing to ESI no later than 30 days prior to the start of each contract year, and (iii) the sum of all penalty allocations equal 100% of the total performance guarantee risk pool.
Ongoing Performance Guarantee - Retail Pharmacy Audit	Express Scripts agrees that on an annual basis, 100% of participating retail pharmacies will be subject to automated review audits and 20% of participating pharmacies will be subject to further investigation (e.g., desk audits, on-site audits, etc.) as a result of the automated review	The State may reallocate performance guarantee penalty amounts across each guarantee listed in this Exhibit provided, that (i) no greater than 20% of the total performance guarantee risk pool can be allocated to an individual guarantee, (ii) any

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Service Feature	Guarantee	Penalty
	audits. This guarantee will be measured and reported on an annual basis. Guarantee assumes enrollment in Enhanced Plus Audit program.	reallocation is provided in writing to ESI no later than 30 days prior to the start of each contract year, and (iii) the sum of all penalty allocations equal 100% of the total performance guarantee risk pool.
Ongoing Performance Guarantee - Pharmacy Audit Resolution	Express Scripts will do our best to meet this timeframe; however, the network audit recovery process requires more than 48 hours to ensure the State receives the appropriate credit to your claims. Therefore we cannot offer a performance guarantee to meet the requested timeframe. After audits are completed we will correct claims determined to be discrepant. Notifications of corrected claims are provided to the network provider. We provide the State with quarterly pharmacy audit reporting within 45 days after the end of the quarter.	The State may reallocate performance guarantee penalty amounts across each guarantee listed in this Exhibit provided, that (i) no greater than 20% of the total performance guarantee risk pool can be allocated to an individual guarantee, (ii) any reallocation is provided in writing to ESI no later than 30 days prior to the start of each contract year, and (iii) the sum of all penalty allocations equal 100% of the total performance guarantee risk pool.
Ongoing Performance Guarantee - Retail Pharmacy Turnover	Less than 5% of retail pharmacies will leave the retail network. This is measured and reported on a quarterly basis and on a SONH-specific basis.	The State may reallocate performance guarantee penalty amounts across each guarantee listed in this Exhibit provided, that (i) no greater than 20% of the total performance guarantee risk pool can be allocated to an individual guarantee, (ii) any reallocation is provided in writing to ESI no later than 30 days prior to the start of each contract year, and (iii) the sum of all penalty allocations equal 100% of the total performance guarantee risk pool.
Ongoing Performance Guarantee - Network Pharmacy Geographic Access	The PBM agrees that at least 95% of members, based on Plan-supplied eligibility, will have access to a network pharmacy within a five-mile radius of their residence in the PBMs Retail Network, if there is an existing pharmacy within that radius. The PBM agrees to cure within 90 days, if the percent drops below the above stated percentages. This is measured and reported on an annual basis and on a SONH-specific basis.	The State may reallocate performance guarantee penalty amounts across each guarantee listed in this Exhibit provided, that (i) no greater than 20% of the total performance guarantee risk pool can be allocated to an individual guarantee, (ii) any reallocation is provided in writing to ESI no later than 30 days prior to the start of each contract year, and (iii) the sum of all penalty allocations equal 100% of the total performance guarantee risk pool.
Ongoing Performance	All claims detail files sent to external vendors will be provided within 8 days of request or	The State may reallocate performance guarantee penalty amounts across each

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Service Feature	Guarantee	Penalty
Guarantee - Claims Detail File	scheduled delivery date. This is measured and reported on a quarterly basis and on a SONH-specific basis.	guarantee listed in this Exhibit provided, that (i) no greater than 20% of the total performance guarantee risk pool can be allocated to an individual guarantee, (ii) any reallocation is provided in writing to ESI no later than 30 days prior to the start of each contract year, and (iii) the sum of all penalty allocations equal 100% of the total performance guarantee risk pool.
Ongoing Performance Guarantee - State Approval of Member Communications	100% of all member communications will be approved by the State - exceptions for drug recalls and urgent patient safety communications. This is measured and reported on a quarterly basis and on a SONH-specific basis.	The State may reallocate performance guarantee penalty amounts across each guarantee listed in this Exhibit provided, that (i) no greater than 20% of the total performance guarantee risk pool can be allocated to an individual guarantee, (ii) any reallocation is provided in writing to ESI no later than 30 days prior to the start of each contract year, and (iii) the sum of all penalty allocations equal 100% of the total performance guarantee risk pool.
Ongoing Performance Guarantee - Online Reporting Data Availability	Online reporting data will be available within an annual average of fifteen (15) business days after the billing cycle that contains the last day of the month. This is measured and reported on annual basis and on a SONH-specific basis.	The State may reallocate performance guarantee penalty amounts across each guarantee listed in this Exhibit provided, that (i) no greater than 20% of the total performance guarantee risk pool can be allocated to an individual guarantee, (ii) any reallocation is provided in writing to ESI no later than 30 days prior to the start of each contract year, and (iii) the sum of all penalty allocations equal 100% of the total performance guarantee risk pool.
Ongoing Performance Guarantee - Delivery of Standard Reports	The PBM will deliver all standard utilization reports to the State within 30 days of end of reporting quarter. This is measured and reported on a quarterly basis and on a SONH-specific basis.	The State may reallocate performance guarantee penalty amounts across each guarantee listed in this Exhibit provided, that (i) no greater than 20% of the total performance guarantee risk pool can be allocated to an individual guarantee, (ii) any reallocation is provided in writing to ESI no later than 30 days prior to the start of each contract year, and (iii) the sum of all penalty

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Service Feature	Guarantee	Penalty
		allocations equal 100% of the total performance guarantee risk pool.
Ongoing Performance Guarantee - Accuracy of Standard Reports	All standard reports provided will be 100% accurate. This is measured and reported on a quarterly basis and on a SONH-specific basis.	The State may reallocate performance guarantee penalty amounts across each guarantee listed in this Exhibit provided, that (i) no greater than 20% of the total performance guarantee risk pool can be allocated to an individual guarantee, (ii) any reallocation is provided in writing to ESI no later than 30 days prior to the start of each contract year, and (iii) the sum of all penalty allocations equal 100% of the total performance guarantee risk pool.
Ongoing Performance Guarantee - Delivery of Reconciliation Reports and Payments	The PBM will deliver all financial reconciliation reports and payments to the State within the contractual time period. This is measured and reported on an annual basis and on a SONH specific basis.	The State may reallocate performance guarantee penalty amounts across each guarantee listed in this Exhibit provided, that (i) no greater than 20% of the total performance guarantee risk pool can be allocated to an individual guarantee, (ii) any reallocation is provided in writing to ESI no later than 30 days prior to the start of each contract year, and (iii) the sum of all penalty allocations equal 100% of the total performance guarantee risk pool.
Ongoing Performance Guarantee - Prompt Payments	Express Scripts guarantees claim level adjustments will be processed within 30 business days of retroactive correction of the error, impact assessment, and approval by both parties in terms of impact.	The State may reallocate performance guarantee penalty amounts across each guarantee listed in this Exhibit provided, that (i) no greater than 20% of the total performance guarantee risk pool can be allocated to an individual guarantee, (ii) any reallocation is provided in writing to ESI no later than 30 days prior to the start of each contract year, and (iii) the sum of all penalty allocations equal 100% of the total performance guarantee risk pool.
Ongoing Performance Guarantee - Response to Inquires	Express Scripts guarantees that 95% of inquiries will be responded to in 5 business days, and 100% in 10 business days. This is measured and reported on a quarterly basis and on a State-specific basis.	The State may reallocate performance guarantee penalty amounts across each guarantee listed in this Exhibit provided, that (i) no greater than 20% of the total performance guarantee risk pool can be allocated to an individual guarantee, (ii) any

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Service Feature	Guarantee	Penalty
		reallocation is provided in writing to ESI no later than 30 days prior to the start of each contract year, and (iii) the sum of all penalty allocations equal 100% of the total performance guarantee risk pool.
Ongoing Performance Guarantee - PBM Account Team's Performance	The PBM account team's performance for each Contract Year will receive an average of 3 or better on a scale of 1 to 5 (5 being the best based on a range of performance criteria agreed to between the State and the PBM at the beginning of such Contract Year) from the State's benefits staff. This is measured and reported on an annual basis and on a SONH-specific basis.	The State may reallocate performance guarantee penalty amounts across each guarantee listed in this Exhibit provided, that (i) no greater than 20% of the total performance guarantee risk pool can be allocated to an individual guarantee, (ii) any reallocation is provided in writing to ESI no later than 30 days prior to the start of each contract year, and (iii) the sum of all penalty allocations equal 100% of the total performance guarantee risk pool.
Ongoing Performance Guarantee - Account Management Turnover	Account team members will remain constant for at least the first 18 months of the contract period, unless a change in account management staff is requested by the State. This is measured and reported on a quarterly basis and on a SONH-specific basis.	The State may reallocate performance guarantee penalty amounts across each guarantee listed in this Exhibit provided, that (i) no greater than 20% of the total performance guarantee risk pool can be allocated to an individual guarantee, (ii) any reallocation is provided in writing to ESI no later than 30 days prior to the start of each contract year, and (iii) the sum of all penalty allocations equal 100% of the total performance guarantee risk pool.
Ongoing Performance Guarantee - Account Management Reporting	The Account Manager will provide a monthly status report that highlights outstanding open issues and will be available to meet with the State monthly to discuss the status report. This is measured and reported on a contract year and SONH-specific basis.	The State may reallocate performance guarantee penalty amounts across each guarantee listed in this Exhibit provided, that (i) no greater than 20% of the total performance guarantee risk pool can be allocated to an individual guarantee, (ii) any reallocation is provided in writing to ESI no later than 30 days prior to the start of each contract year, and (iii) the sum of all penalty allocations equal 100% of the total performance guarantee risk pool.
Ongoing Performance Guarantee - Account	During first quarter after the Effective Date, the PBM will be available to meet with the State on a minimum of a monthly basis and thereafter on a	The State may reallocate performance guarantee penalty amounts across each guarantee listed in this Exhibit provided,

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Service Feature	Guarantee	Penalty
Management State Meetings	quarterly basis. This is measured and reported on a contract year and SONH specific basis.	that (i) no greater than 20% of the total performance guarantee risk pool can be allocated to an individual guarantee, (ii) any reallocation is provided in writing to ESI no later than 30 days prior to the start of each contract year, and (iii) the sum of all penalty allocations equal 100% of the total performance guarantee risk pool.
Ongoing Performance Guarantee - Account Management Responsiveness/ Initial Issue Resolution – State Staff Involvement / Escalation	Express Scripts guarantees that account team members will respond to electronic, verbal, and written notices of issues by the client within one business day. If the issue cannot be resolved within 48 hours, account team members will notify the client of the expected time of resolution. Non-compliance with these standards will be identified by the State and verified by Express Scripts.	The State may reallocate performance guarantee penalty amounts across each guarantee listed in this Exhibit provided, that (i) no greater than 20% of the total performance guarantee risk pool can be allocated to an individual guarantee, (ii) any reallocation is provided in writing to ESI no later than 30 days prior to the start of each contract year, and (iii) the sum of all penalty allocations equal 100% of the total performance guarantee risk pool.
Ongoing Performance Guarantee - Account Management Responsiveness/ Final Issue Resolution – State Staff Involvement / Escalation	Express Scripts guarantees that account team members will respond to electronic, verbal, and written notices of issues by the client within one business day. If the issue cannot be resolved within 48 hours, account team members will notify the client of the expected time of resolution. Non-compliance with these standards will be identified by the State and verified by Express Scripts.	The State may allocate up to 25% of the total dollars at risk for this Ongoing Performance Guarantee.
Ongoing Performance Guarantee - Paper Claims Turnaround	95% of claims reimbursed within average of ten 10 business days and 100% within average of 14 business days. This is measured and reported on a quarterly basis and on a SONH-specific basis.	The State may reallocate performance guarantee penalty amounts across each guarantee listed in this Exhibit provided, that (i) no greater than 20% of the total performance guarantee risk pool can be allocated to an individual guarantee, (ii) any reallocation is provided in writing to ESI no later than 30 days prior to the start of each contract year, and (iii) the sum of all penalty allocations equal 100% of the total performance guarantee risk pool.
Ongoing Performance	98% of all ID cards are sent within five (5) business days of receipt of eligibility. 100%	The State may reallocate performance guarantee penalty amounts across each

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Service Feature	Guarantee	Penalty
Guarantee - ID Cards Mailing	mailed within ten (10) business days. This is measured and reported on a quarterly basis and on a SONH specific basis.	guarantee listed in this Exhibit provided, that (i) no greater than 20% of the total performance guarantee risk pool can be allocated to an individual guarantee, (ii) any reallocation is provided in writing to ESI no later than 30 days prior to the start of each contract year, and (iii) the sum of all penalty allocations equal 100% of the total performance guarantee risk pool.
Ongoing Performance Guarantee - Replacement ID Card Mailing	Standard replacement ID cards will be produced within an annual average of five (5) business days of the request. This is measured and reported on a quarterly basis and on a SONH-specific basis.	The State may reallocate performance guarantee penalty amounts across each guarantee listed in this Exhibit provided, that (i) no greater than 20% of the total performance guarantee risk pool can be allocated to an individual guarantee, (ii) any reallocation is provided in writing to ESI no later than 30 days prior to the start of each contract year, and (iii) the sum of all penalty allocations equal 100% of the total performance guarantee risk pool.
Ongoing Performance Guarantee - Mailing Member Materials	All applicable member materials (for example, mail order forms) will be mailed at least 10 days prior to the effective date and will be 100% accurate (provided that eligibility file was received at least 30 days prior to the effective date). This is measured and reported on a quarterly basis and on a SONH-specific basis.	The State may reallocate performance guarantee penalty amounts across each guarantee listed in this Exhibit provided, that (i) no greater than 20% of the total performance guarantee risk pool can be allocated to an individual guarantee, (ii) any reallocation is provided in writing to ESI no later than 30 days prior to the start of each contract year, and (iii) the sum of all penalty allocations equal 100% of the total performance guarantee risk pool.
Ongoing Performance Guarantee - Phone Average Speed of Answer	100% of calls to SONH-specific toll-free line shall be answered within an average of 25 seconds (including IVR). This is measured and reported on a quarterly basis and on a SONH-specific basis.	The State may reallocate performance guarantee penalty amounts across each guarantee listed in this Exhibit provided, that (i) no greater than 20% of the total performance guarantee risk pool can be allocated to an individual guarantee, (ii) any reallocation is provided in writing to ESI no later than 30 days prior to the start of each contract year, and (iii) the sum of all penalty

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Service Feature	Guarantee	Penalty
		allocations equal 100% of the total performance guarantee risk pool.
Ongoing Performance Guarantee - Telephone Blockage Rate/ Busy Signal	Blockage rate will be 1% or less. Blockage is defined as a caller receiving a busy signal. Measured at a book of business level.	The State may reallocate performance guarantee penalty amounts across each guarantee listed in this Exhibit provided, that (i) no greater than 20% of the total performance guarantee risk pool can be allocated to an individual guarantee, (ii) any reallocation is provided in writing to ESI no later than 30 days prior to the start of each contract year, and (iii) the sum of all penalty allocations equal 100% of the total performance guarantee risk pool.
Ongoing Performance Guarantee - Phone Abandonment Rate	The Telephone Abandonment Rate of the Member Service Telephone Line will be 3% or less of all incoming calls received during each Contract Year.	The State may reallocate performance guarantee penalty amounts across each guarantee listed in this Exhibit provided, that (i) no greater than 20% of the total performance guarantee risk pool can be allocated to an individual guarantee, (ii) any reallocation is provided in writing to ESI no later than 30 days prior to the start of each contract year, and (iii) the sum of all penalty allocations equal 100% of the total performance guarantee risk pool.
Ongoing Performance Guarantee - Written Inquiry Answer Time	95% of inquiries responded to in 5 business days - 100% in 20 business days. This is measured and reported on a quarterly basis and on a SONH-specific basis.	The State may reallocate performance guarantee penalty amounts across each guarantee listed in this Exhibit provided, that (i) no greater than 20% of the total performance guarantee risk pool can be allocated to an individual guarantee, (ii) any reallocation is provided in writing to ESI no later than 30 days prior to the start of each contract year, and (iii) the sum of all penalty allocations equal 100% of the total performance guarantee risk pool.
Ongoing Performance Guarantee - Member Satisfaction Survey	The PBM agrees to conduct a Member Satisfaction Survey for each contract year and that the Satisfaction Rate will be 92% or greater. A penalty of $100,000 per Contract Year may be assessed against the PBM for failure to meet this standard. “Member Satisfaction Rate” means (i)	The State may reallocate performance guarantee penalty amounts across each guarantee listed in this Exhibit provided, that (i) no greater than 20% of the total performance guarantee risk pool can be allocated to an individual guarantee, (ii) any

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Service Feature	Guarantee	Penalty
	the number of Eligible Persons responding to PBM annual standard Patient Satisfaction Survey as being satisfied with the overall performance under the Integrated Program divided by (ii) the number of Eligible Persons responding to such annual Patient Satisfaction Survey; The State must provide timely approvals and responses, and a minimum of 20% of surveys must be returned for the Performance standard to be applicable. This is measured and reported on a quarterly basis and on a SONH-specific basis.	reallocation is provided in writing to ESI no later than 30 days prior to the start of each contract year, and (iii) the sum of all penalty allocations equal 100% of the total performance guarantee risk pool.
Ongoing Performance Guarantee - Issue Resolution: Verbal Inquiries	Express Scripts guarantees that 95% or greater of patient calls will be resolved on the first call.	The State may reallocate performance guarantee penalty amounts across each guarantee listed in this Exhibit provided, that (i) no greater than 20% of the total performance guarantee risk pool can be allocated to an individual guarantee, (ii) any reallocation is provided in writing to ESI no later than 30 days prior to the start of each contract year, and (iii) the sum of all penalty allocations equal 100% of the total performance guarantee risk pool.
Ongoing Performance Guarantee - Issue Resolution: Written Inquiries	Express Scripts guarantees that 95% of inquiries will be responded to in 5 business days, and 100% in 10 business days.	The State may reallocate performance guarantee penalty amounts across each guarantee listed in this Exhibit provided, that (i) no greater than 20% of the total performance guarantee risk pool can be allocated to an individual guarantee, (ii) any reallocation is provided in writing to ESI no later than 30 days prior to the start of each contract year, and (iii) the sum of all penalty allocations equal 100% of the total performance guarantee risk pool.
Ongoing Performance Guarantee - Quarterly Financial Guarantee Report	PBM will provide quarterly financial guarantee report within 30 days after the end of each quarter.	The State may reallocate performance guarantee penalty amounts across each guarantee listed in this Exhibit provided, that (i) no greater than 20% of the total performance guarantee risk pool can be allocated to an individual guarantee, (ii) any reallocation is provided in writing to ESI no later than 30 days prior to the start of each contract year, and (iii) the sum of all penalty

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Service Feature	Guarantee	Penalty
		allocations equal 100% of the total performance guarantee risk pool.
Ongoing Performance Guarantee - Monthly claims file	PBM will provide a monthly claims file at 99% on-time delivery accuracy.	The State may reallocate performance guarantee penalty amounts across each guarantee listed in this Exhibit provided, that (i) no greater than 20% of the total performance guarantee risk pool can be allocated to an individual guarantee, (ii) any reallocation is provided in writing to ESI no later than 30 days prior to the start of each contract year, and (iii) the sum of all penalty allocations equal 100% of the total performance guarantee risk pool.
Ongoing Performance Guarantee - Specialty list	PBM will provide a quarterly NDC level specialty list with pricing with 100% accuracy.	The State may reallocate performance guarantee penalty amounts across each guarantee listed in this Exhibit provided, that (i) no greater than 20% of the total performance guarantee risk pool can be allocated to an individual guarantee, (ii) any reallocation is provided in writing to ESI no later than 30 days prior to the start of each contract year, and (iii) the sum of all penalty allocations equal 100% of the total performance guarantee risk pool.
Ongoing Performance Guarantee - Formulary	PBM will provide a quarterly NDC level formulary file with 100% accuracy.	The State may reallocate performance guarantee penalty amounts across each guarantee listed in this Exhibit provided, that (i) no greater than 20% of the total performance guarantee risk pool can be allocated to an individual guarantee, (ii) any reallocation is provided in writing to ESI no later than 30 days prior to the start of each contract year, and (iii) the sum of all penalty allocations equal 100% of the total performance guarantee risk pool.
Ongoing Performance Guarantee - Formulary Exclusion	PBM will provide a quarterly NDC level formulary exclusion file with 100% accuracy.	The State may reallocate performance guarantee penalty amounts across each guarantee listed in this Exhibit provided, that (i) no greater than 20% of the total performance guarantee risk pool can be allocated to an individual guarantee, (ii) any

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Service Feature	Guarantee	Penalty
		reallocation is provided in writing to ESI no later than 30 days prior to the start of each contract year, and (iii) the sum of all penalty allocations equal 100% of the total performance guarantee risk pool.
Ongoing Performance Guarantee - Biosimilar and Limited Distribution Drugs (LDD)	PBM will provide a quarterly NDC level LDD and Biosimilar list with pricing with 100% accuracy.	The State may reallocate performance guarantee penalty amounts across each guarantee listed in this Exhibit provided, that (i) no greater than 20% of the total performance guarantee risk pool can be allocated to an individual guarantee, (ii) any reallocation is provided in writing to ESI no later than 30 days prior to the start of each contract year, and (iii) the sum of all penalty allocations equal 100% of the total performance guarantee risk pool.
Ongoing Performance Guarantee - Data Delivery Turn-around Time	PBM will provide all data feeds, required lists, and reports within five (5) business days of expected delivery at 90% accuracy.	The State may reallocate performance guarantee penalty amounts across each guarantee listed in this Exhibit provided, that (i) no greater than 20% of the total performance guarantee risk pool can be allocated to an individual guarantee, (ii) any reallocation is provided in writing to ESI no later than 30 days prior to the start of each contract year, and (iii) the sum of all penalty allocations equal 100% of the total performance guarantee risk pool.
Ongoing Performance Guarantee – Reporting Requirements	As required by this Contract, the Contractor shall submit reports to the State. Reports shall be submitted via secure electronic medium, in a format approved or specified by the State, and shall be of the type and at the frequency indicated below. The State reserves the right to modify reporting requirements as deemed necessary. The State will provide the Contractor with at least thirty (30) days' notice prior to implementation of a report modification and/or anticipated delivery date. Unless otherwise directed by the State, the Contractor shall submit reports as follows: 1. Claims invoice and back-up reports - biweekly 2. Administrative fee invoices - monthly 3. Quarterly rebate reporting	The State may reallocate performance guarantee penalty amounts across each guarantee listed in this Exhibit provided, that (i) no greater than 20% of the total performance guarantee risk pool can be allocated to an individual guarantee, (ii) any reallocation is provided in writing to ESI no later than 30 days prior to the start of each contract year, and (iii) the sum of all penalty allocations equal 100% of the total performance guarantee risk pool.

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Service Feature	Guarantee	Penalty
	and remittance 4. Annual rebate reconciliation 5. Annual discount and dispensing guarantee reconciliation report 6. Quarterly Performance Guarantees Report Card 7. Quarterly and Annual Utilization reports 8. Ad-Hoc Reports	

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APPENDIX I: PHARMACY BENEFIT BOOKLET

State of New Hampshire's Pharmacy Benefit Booklet is incorporated herein by reference. Express Scripts agrees to assist the State with annual updates to the Benefit Booklet to ensure plan operations are accurately represented.

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APPENDIX II: ESI RFP RESPONSE

State of New Hampshire RFP #487-26, 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.

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APPENDIX III: FINANCIAL DISCLOSURES 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 The Cigna Group. On December 20, 2018, ESI's parent company, Express Scripts Holding Company, was acquired by The Cigna Group.

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

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

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

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

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client arrangements. Similar to the BGA, the elements listed above and sources are subject to change based on the availability of the specific fields. Updated summaries of the MAC methodology are available upon request.

Manufacturer Programs Formulary Rebates, Associated Administrative Fees, and PBM Service Fees – ESI contracts with manufacturers and/or group purchasing organizations ("GPOs") for its own account to obtain formulary rebates attributable to the utilization of certain drugs and supplies. Formulary rebate amounts received vary based on client specific utilization, the volume of utilization as well as formulary position applicable to the drug or supplies, and adherence to various formulary management controls, benefit design requirements, claims volume, and other similar factors, and in certain instances also may vary based on the product's market-share. ESI pays formulary rebates it receives to a client based on the client's PBM agreement terms and may realize positive margin. In addition, ESI provides administrative services to contracted manufacturers, which include, for example, maintenance and operation of systems and other infrastructure necessary for invoicing and processing rebates, pharmacy discount programs, access to drug utilization data, as allowed by law, for purposes of verifying and evaluating applicable payments, and for other purposes related to the manufacturer's products. ESI receives administrative fees directly from participating manufacturers and indirectly from GPOs. In its capacity as a PBM company, ESI may receive other compensation from manufacturers for the performance of various programs or services, including, for example, formulary compliance initiatives, clinical services, therapy management services, education services, inflation protection programs, medical benefit management services, cost containment programs, discount programs, and the sale of non-patient identifiable claim information. This compensation is not part of the formulary rebates or associated administrative fees, and ESI may realize positive margin between amounts paid to clients and amounts received. ESI retains the financial benefit of the use of any funds held until payment is made to the client.

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

Third Party Offerings - ESI partners with multiple third party vendors to provide clinical programs and other product offerings to clients. ESI may also charge such third party vendors fees for services ESI provides directly to those vendors. 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

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dispensed product, including applicable dispensing fees, may be greater or less than that pharmacy's acquisition cost for the product net of purchase discounts. In general, our pharmacies realize an overall positive margin between the net acquisition cost and the amounts paid for the dispensed drugs.

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

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

Commissioner, DAS

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.

April 25, 2024

THIS EXHIBIT REPRESENTS ESI'S FINANCIAL POLICIES. ESI MAY PERIODICALLY UPDATE THIS EXHIBIT AND THE FINANCIAL DISCLOSURES CONTAINED HEREIN TO REFLECT CHANGES IN ITS BUSINESS PROCESSES; THE CURRENT FINANCIAL DISCLOSURE IS AVAILABLE UPON REQUEST AND ACCESSIBLE ON HTTPS://WWW.EXPRESS-SCRIPTS.COM/CORPORATE AND HTTPS://WWW.CONTROLCENTER.COM/.

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APPENDIX IV – REQUIRED PROTECTION OF CONFIDENTIAL INFORMATION AND SECURITY

In performing its obligations under the Agreement, Contractor, inclusive of any subsidiaries and related entities shall gain access to State Confidential information and with respect to such will comply with the following terms and conditions. Protection of State Confidential Information shall be an integral part of the business activities of Contractor. Contractor shall take steps to prevent the inappropriate or unauthorized use of State data and information.

1. Definitions
    a. Confidential Information. Personally identifiable information (PII), and other personal private, and/or sensitive information or data as defined under applicable law.

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 Confidential 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 necessary for Contractor's performance under the Agreement, or unless otherwise permitted under the Agreement.
    d. In the event Contractor stores 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, reasonable security measures in place for protection of the State's Confidential Information. Such security measures shall comply with HIPAA and all other applicable State and federal data protection and privacy laws.

Controls. Contractor 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.

3. 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 Confidential Information. 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 or attempted interference with system operations in an information system, that compromises the security, confidentiality or integrity of such Confidential Information consistent with applicable laws. For purposes of clarity, potential breaches shall not include incidents that do not compromise the security, confidentiality or integrity of the State's Confidential Information consistent with applicable laws, such as pings and other broadcast attacks on Contractor's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above.
    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

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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. A report of the security breach or potential breach of Contractor or any Subcontractors or related entities shall be made and include all available information. 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 made at the Contractor's cost and coordinated with the State to the extent practicable.

4. 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 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.

5. Data Breach Insurance. In addition to Contractor's insurance obligations as set forth in the form contract P-37, Contractor shall carry cybersecurity insurance coverage for unauthorized access, use, acquisition, disclosure, failure of security, breach of 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 Confidential Information.

6. Data Recovery. Contractor shall be responsible for ensuring backup and redundancy of the State's 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 Confidential Information.

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

a. Retain only that Confidential Information which is necessary for Contractor to continue its proper management and administration or to carry out its legal responsibilities;

b. Destroy, in accordance with applicable law and Contractor's record retention policy that it applies to similar records, the remaining Confidential Information that Contractor still maintains in any form;

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c. Continue to use appropriate safeguards and comply with applicable law to prevent use or disclosure of the Confidential Information, other than as provided for in this Section, for as long as Contractor retains the Confidential Information;

d. Not use or disclose the Confidential Information retained by Contractor other than for the purposes for which such Confidential Information was retained and subject to the same conditions set out in this Agreement which applied prior to termination; and

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

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

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APPENDIX V: 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.

        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 activities, and/or Plan Administration 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 provided for herein,

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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 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.

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, (2) as permitted in writing by Covered Entity, or (3) as authorized by the individual (4) as Required by Law or (5) as permitted under HIPAA Rules. 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.

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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.

c. No Transfer of PHI Outside United States. Business Associate will not transfer PHI outside the United States without the 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. Business Associate will require each of its Subcontractors 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 in a Designated Record Set 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

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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 to a Designated Record Set 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 in a Designated Record Set 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 in a Designated Record Set 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.

ii. In addition, Business Associate shall assist Covered Entity in responding to requests made to Covered Entity to invoke a right to amend PHI in a Designated Record Set 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 in a Designated Record Set 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

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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 3.j.iii.2 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 coordinate any request for a

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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 to Covered Entity upon discovery of any such incident. Business Associate will treat a 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

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have knowledge of a 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;

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.

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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 when practicable.

7. Term and Termination

a. The term of this Agreement shall be effective as the effective date of the underlying Agreement, and shall terminate consistent with the underlying Agreement or on the date Covered Entity terminates as authorized by the Agreement.

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, or which is infeasible to destroy;

ii. 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;

iii. 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;

iv. 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

v. 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.

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d. The above provisions shall 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 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 Business Associate Agreement 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

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condition; to this end the terms and conditions of this Business Associate Agreement are declared severable.

f. Survival. Provisions in this Business Associate Agreement 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 Business Associate Agreement.

The State of New Hampshire, Employee and Retiree Health Benefit Plan	**Express Scripts, Inc.**
Charles Arlinghaus	DocuSigned by: Frank Gentilella CBDBD0C8A8E7459...
Signature of Authorized Representative	Signature of Authorized Representative
Charles M. Arlinghaus	Frank Gentilella
Name of Authorized Representative	Name of Authorized Representative
Commissioner, DAS	VP-GM, Express-Scripts
Title of Authorized Representative	Title of Authorized Representative
10/23/2026	10/23/2026 | 10:40 AM EDT
Date	Date

Contractor Initials: DS FG

Date: 10/23/2026 | 10:40 AM EDT

State of New Hampshire
Department of State

CERTIFICATE

I, David M. Scanlan, 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: **0007987686**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 27th day of July A.D. 2026.

David M. Scanlan
Secretary of State

EVERNORTH
HEALTH SERVICES

SECRETARY'S CERTIFICATE

EXPRESS SCRIPTS, INC.

The undersigned, being a duly elected Assistant Secretary of Express Scripts, Inc. (the "Company"), does hereby certify that:

1. Pursuant to resolutions adopted by the Board of Directors of the Company on October 21, 2025, certain officers of the Company and their designees are authorized to execute agreements and other documents on behalf of the Company.

2. Pursuant to a Delegation of Signing Authority dated July 24, 2026, Frank Gentilella was designated as an authorized signer of the Company and is authorized to execute bids, responses to requests for proposals, contracts, amendments to contracts and other related documents with any client or potential client for pharmacy benefit management or related services as deemed necessary or appropriate in the ordinary course of business.

3. A true and correct copy of the Delegation of Signing Authority dated July 24, 2026 is attached hereto as **Exhibit A**.

IN WITNESS WHEREOF, I hereunto set my hand on this 21st day of October, 2026.



Kimberly Tulloch, Assistant Secretary

Delegation of Signing Authority

In accordance with resolutions adopted by the Board of Directors of Express Scripts, Inc. (the "Company") on October 21, 2025, which authorize certain officers and their designees to execute agreements and other documents on behalf of the Company, I, Kimberly Tulloch, duly elected Assistant Secretary of the Company, hereby designate Frank Gentilella, Vice President, Accont Management – PBM Commercial Account Management Division, as my designee (the "Authorized Signer") for purposes of executing, on behalf of the Company, bids, responses to requests for proposals, contracts, amendments to contracts and other related documents with any client or potential client for pharmacy benefit management or related services as deemed necessary or appropriate in the ordinary course of business.

This delegation is limited solely to the documents described above and shall remain effective until December 31, 2026, unless earlier revoked by the Company. Any authority not expressly delegated herein is reserved by the Company.

The Authorized Signer may not further delegate the authority granted under this Delegation of Authority.

IN WITNESS WHEREOF, the undersigned have executed this Delegation of Authority as of July 24, 2026.

Name: Kimberly Tulloch
Title: Assistant Secretary
Date: July 24, 2026

Frank Gentilella
Frank Gentilella (Jul 27, 2026 14:41:20 EDT)

Name: Frank Gentilella
Title: Authorized Signer
Date: July 24, 2026

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/17/2026

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
Aon Risk Services Central, Inc.
Philadelphia PA Office
100 North 18th Street
16th Floor
Philadelphia PA 19103 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Lexington Insurance Company	19437
INSURER B:	ACE American Insurance Company	22667
INSURER C:	Indemnity Insurance Co of North America	43575
INSURER D:	ACE Property & Casualty Insurance Co.	20699
INSURER E:	American Guarantee & Liability Ins Co	26247
INSURER F:		

INSURED
The Cigna Group
Express Scripts Holding Company
900 Cottage Grove Road
Bloomfield CT 06002 USA

COVERAGES **CERTIFICATE NUMBER:** 570120990492 **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	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y		HDOG75475779 General Liability	07/01/2026	07/01/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $2,000,000 $5,000 $2,000,000 $4,000,000 $4,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y		ISA H11353137	07/01/2026	07/01/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$2,000,000
D	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $2,000,000			G7258448A005 Excludes Pol# 35407110	07/01/2026	07/01/2027	EACH OCCURRENCE AGGREGATE	$10,000,000 $10,000,000
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WLRC72812062 AOS	07/01/2026	07/01/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
A	Products Liability			35407110 Express Scripts Only	07/01/2026	07/01/2027	CompOps-Claims Made	$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The State of New Hampshire is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies where required by written contract. See 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 : 570120990492

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AGENCY CUSTOMER ID: 10042023
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Central, Inc.	The Cigna Group
POLICY NUMBER	
See Certificate Number: 570120990492	
CARRIER / NAIC CODE	EFFECTIVE DATE:
See Certificate Number: 570120990492	

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	
	EXCESS LIABILITY							
E				AXF967096618	07/01/2026	07/01/2027	Aggregate	$5,000,000
							Each Occurrence	$5,000,000
	OTHER							
A	Miscellaneous Medical Professional Liab			35407110 Healthcare Prof Liab	07/01/2026	07/01/2027	HC Limit - Claims Made	$15,000,000
A	Managed Care Liability			33085874 Managed Care E&O	07/01/2026	07/01/2027	MC Limit - Claims Made	$15,000,000
							SecurityPriv Claims Made	$5,000,000

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Additional Named Insureds (2 Pages)

ABD Group Inc
Accredo Health Group, Inc.
Accredo Health, Incorporated
AHG of New York, Inc.
Airport Holdings, LLC
Allegiance Benefit Plan Management, Inc.
Allegiance Care Management, LLC.
Allegiance Cobra Services, Inc.
Allegiance Life & Health Insurance Company, Inc.
Allegiance Provider Direct, LLC.
Allegiance Re, Inc.
Apothecary By Design Acquisition Co LLC
Ascent Health Services LLC
Benefit Management Corp.
Biopartners in Care, Inc.
Brighter Inc.
Brookwood Management Partners, LLC
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
CHSS JV LLC
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 European Services (UK) Limited
Cigna Health and Life Insurance Company
Cigna Health Management, Inc.
Cigna Healthcare of Arizona, Inc.
Cigna Healthcare of California, 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, Inc.
Community Health Network LLC
Connecticut General Life Insurance Company
CPRx Holding Company, LLC
CPRx Holdings, LLC
CPRx MSO, LLC
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.
Evernorth Accountable Care, LLC
Evernorth Behavioral Care Group of Florida, P.A.
Evernorth Behavioral Care Group of California, P.C.
Evernorth Behavioral Care Group of New Jersey, P.C.
Evernorth Behavioral Care Group of New York,
P.C.Evernorth Care Group LLC
Evernorth Care Solutions, Inc.
Evernorth Health, Inc.
Evernorth Direct Health, LLC
Evernorth Network Services, LLC
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, Inc.
Express Scripts Pharmaceutical Procurement, LLC
Express Scripts Pharmacy Atlantic Ltd.
Express Scripts Pharmacy Central Ltd.

Additional Named Insureds (2 Pages)

Express Scripts Pharmacy Ontario Ltd.
Express Scripts Pharmacy West Ltd.
Express Scripts Pharmacy, Inc.
Express Scripts Sales Operations, Inc.
Express Scripts Senior Care Holdings, LLC
Express Scripts Senior Care, Inc.
Express Scripts Specialty Distribution Services, Inc.
Express Scripts Strategic Development, Inc.
Express Scripts Services Company
Express Scripts Utilization Management Co.
Forsyth Health, LLC
Freco, Inc.
Freedom Service Company, LLC
Global Pharmacy LLC
Healthbridge Reimbursement And Product Support, Inc.
Healthbridge, Inc.
Home Physicians Management, LLC
Inside RX, LLC
Integrity RX Specialty Pharmacy LLC
Intermountain Underwriters, Inc.
Lynnfield Compounding Center, Inc.
Lynnfield Drug, Inc.
MAH Pharmacy, L.L.C.
Matrix GPO LLC
Matrix Healthcare Services, Inc.
MDLIVE, Inc.
Medco Health Services, Inc.
Medco Health Solutions, Inc.
MSI Health Organization of Texas, Inc.
MyM Technology & Services, LLC
myMatrixx Holdings, LLC
myMatrixx-B, LLC
Pipeline Health Holdings LLC
Pipeline Health Holdings, LLC
Priority Healthcare Corporation
Priority Healthcare Distribution, Inc.
ProHealth Medical, LLC
ProHealth Parent LLC
ProHealth Pharmacy Solutions Inc.
ProHealth Pharmacy Solutions, LLC
QPID Health, LLC
Quallent Pharmaceuticals Health LLC
Semita, Inc.
Specialty Products Acquisitions, LLC
SpectraCare Health Care Ventures, Inc.
SpectraCare, Inc.
Tel-Drug of Pennsylvania, L.L.C.
Verity Solutions Group, Inc.
Village Fertility Pharmacy, LLC

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/17/2026

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
Aon Risk Services Central, Inc.
Philadelphia PA Office
100 North 18th Street
16th Floor
Philadelphia PA 19103 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Indemnity Insurance Co of North America	43575
INSURER B:	Lexington Insurance Company	19437
INSURER C:	ACE Property & Casualty Insurance Co.	20699
INSURER D:	American Guarantee & Liability Ins Co	26247
INSURER E:		
INSURER F:		

INSURED
The Cigna Group
900 Cottage Grove Road
Bloomfield CT 06002 USA

COVERAGES **CERTIFICATE NUMBER:** 570120989908 **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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	
	☐ OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	☐ ANY AUTO						BODILY INJURY (Per person)	
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	
	☐ DED ☐ RETENTION							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	
B	Cyber Liability			33085874 Security and Privacy Liab	07/01/2026	07/01/2027	Agg-Claims Made	$15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
See attached list of additional Named Insured.

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 : 570120989908

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Additional Named Insureds (2 pages)

ABD Group Inc
Accredo Health Group, Inc.
Accredo Health, Incorporated
AHG of New York, Inc.
Airport Holdings, LLC
Allegiance Benefit Plan Management, Inc.
Allegiance Care Management, LLC
Allegiance COBRA Services, Inc
Allegiance Life & Health Insurance Company, Inc.
Allegiance Provider Direct, LLC
Allegiance Re, Inc.
Apothecary By Design Acquisition Co LLC
AS Acquisition Corp.
Ascent Health Services LLC
Benefit Management Corp.
Biopartners in Care, Inc.
Care Continuum, Inc.
CareCore National Group, LLC
CareCore NJ, LLC (dba eviCore healthcare NJ ODS)
CCN NMO, LLC (dba eviCore healthcare IPA)
CCN-WYN IPA, LLC (dba eviCore healthcare IPA)
Chiro Alliance Corporation
Choicelinx Corporation
CHSS JV LLC
Cigna Arbor Life Insurance Company
Cigna Dental Health of California, Inc.
Cigna Dental Health of Colorado, 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 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 EUROPE INSURANCE COMPANY S.A.-N.V.
Cigna European Services UK Limited (CESL)
Cigna European Services UK Limited, Barcelona
Cigna Global Health Benefits (CGHB)
Cigna Health and Life Insurance Company (CHLIC)
Cigna Health Management Inc.
Cigna Healthcare Eastern Technology Services Company Limited
CIGNA HEALTHCARE OF CALIFORNIA, INC.
Cigna HealthCare of Connecticut, Inc
Cigna Healthcare of Georgia, Inc.
Cigna Healthcare of South Carolina, Inc.
Cigna HealthCare of St. Louis, Inc.
Cigna Insurance Middle East S.A.L.
Cigna International Health Services BVBA
Cigna Life Insurance Company of Canada
Cigna Life Insurance Company of Europe S.A.-N.V.
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CPRx MSO, LLC
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Medco Europe II, L.L.C.
Medco Health Puerto Rico, LLC
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Medco Health Solutions, Inc.
MedSolutions Holdings, Inc.
MSI Health Organization of Texas, Inc.
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myMatrixx Holdings, LLC
myMatrixx-B, LLC
QPID Health, Inc.
Pipeline Health Holdings LLC
Pipeline Health Holdings, LLC
Priority Healthcare Corporation
Priority Healthcare Distribution, Inc.
ProHealth Medical, LLC
ProHealth Parent LLC
ProHealth Pharmacy Solutions Inc.
ProHealth Pharmacy Solutions, LLC
Semita, Inc.
SpectraCare Health Care Ventures, Inc.
SpectraCare, Inc.
Strategic Pharmaceutical Investments, LLC
Verity Solutions Group, Inc.
Village Fertility Pharmacy, LLC