

## **AMENDED AND RESTATED PRESCRIPTION BENEFIT SERVICES AGREEMENT**

This Amended and Restated Prescription Benefit Services Agreement (the “Agreement” or as the term is used with respect to Participating Group Addendums, “Master Agreement”), dated as of January 1, 2022, is by and among CaremarkPCS Health, L.L.C., a Delaware limited liability company (“CVS/caremark” or “CVS Caremark”) Health Action Council, a not for profit corporation, with offices located at 6133 Rockside Rd Suite 210 Independence, OH 44131 (“HAC”) and The Cooperative Council of Governments, an Ohio nonprofit corporation organized as a regional council of governments under Chapter 167 of the Ohio Revised Code (“CCOG”). CVS/caremark, HAC and CCOG are hereinafter referred to collectively as the “Parties” and individually as a “Party”. Upon execution of a Participating Group Addendum, a Participating Group becomes a Party to this Agreement and becomes included in the term “Parties”.

**WHEREAS:** HAC is arranging for CVS/caremark to provide prescription benefit management, disease management and specialty pharmacy services for Participating Groups.

**WHEREAS:** HAC endorses two pharmacy benefit management organizations.

**WHEREAS:** CCOG acts as a lead public agency for Equalis Group, a public sector cooperative purchasing organization (“Equalis Group”), and establishes already-procured, competitively solicited master agreements for certain Participating Groups, through a public sector procurement process.

**WHEREAS:** The CCOG Board of Directors authorizes Equalis Group LLC, a Delaware limited liability company (“Equalis”), to act as the duly authorized agent of CCOG to manage the procurement, marketing, sales, reporting, and financial activities, for, and on behalf of CCOG and Equalis Group, to facilitate group purchasing activities.

**WHEREAS:** CCOG and Equalis fully endorse HAC efforts to arrange prescription benefit management, disease management and specialty pharmacy services and offers access to this Agreement through Equalis Group.

**WHEREAS:** CVS/caremark agrees to be one of two endorsed pharmacy benefit management organizations.

**WHEREAS:** Each Participating Group has established one or more health benefit plans (as defined below, a “Plan”) governed by either ERISA or other legal authority and desires to retain CVS/caremark to provide certain prescription benefit management, disease management and specialty pharmacy services with respect to the Participating Group’s Plan(s), and.

**WHEREAS:** CVS/caremark desires to provide such services pursuant to the terms and conditions of this Agreement.

Now, therefore, in consideration of the mutual promises set forth herein, the Parties hereto agree as follows:

### **1. Definitions.**

- 1.1 **“Access Based Network”** means a [REDACTED]  
[REDACTED]  
[REDACTED] Implementation of this network requires evaluation of each Participating Group’s Claims distribution to determine eligibility. The Access Based Network requires a specific plan design which may require Participating Group to modify its current Plan design, including making any appropriate changes to Participating Group’s Plan documents to reflect participation in the Access Based Network and any appropriate notification to Participating Groups. Implementation of the Access Based Network requires [REDACTED] and may be limited by applicable law.
- 1.2 **“Advanced Choice Network”** means a [REDACTED]  
[REDACTED] The Advanced Choice Network is available only to [REDACTED]  
[REDACTED]. Each Participating Group that elects the AdvancedChoice Network pricing option acknowledges and agrees that such Participating Group is a [REDACTED]  
[REDACTED]. Implementation of this network requires evaluation by CVS/caremark of each Participating Group’s claims distribution and Plan design to determine eligibility. Implementation of the Advanced Choice Network requires [REDACTED]  
[REDACTED] and may be limited by applicable Law.
- 1.3 **“Advanced Control Formulary” or “ACF”** means CVS Caremark Advanced Control Formulary™ as created, maintained and amended by CVS/caremark from time to time, which (a) has been approved by CVS/caremark’s Pharmacy and Therapeutics Committee and (b) the Advanced Control Formulary represents a formulary that CVS/caremark recommends that its clients adopt as the Plan formulary.
- 1.4 **“Advanced Control Specialty Formulary” or “ACSF”** means CVS Caremark Advanced Control Specialty Formulary™ and is an advanced control formulary for Specialty Drugs as described in Section 2.7(e).
- 1.5 **“Affiliate”** means, with respect to CVS/caremark, any other entity directly or indirectly controlling, controlled by, or under common control with CVS/caremark. The term “control” as used in this provision means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities, contract, or otherwise. The term “Affiliate” shall also mean, with respect to CVS/caremark, any other entity in which CVS/caremark or an Affiliate has an ownership interest, without regard to control.
- 1.6 **“AWP”** means the “average wholesale price” for a prescription drug [REDACTED]  
[REDACTED] from the most current pricing information provided to CVS/caremark by the Medi-Span Prescription Pricing Guide (with supplements). In the event the Medi-Span Drug Database is no longer available (e.g. because it is no longer published; Medi-Span ceases doing business), HAC and CVS/caremark will [REDACTED]  
[REDACTED]  
[REDACTED] The standard package size applicable to a Mail Service Pharmacy shall mean the actual 11-digit “National Drug Code” (NDC) of the package size used to fulfill the quantity dispensed. The standard package size applicable to a Participating Pharmacy shall be the actual 11-digit NDC package size dispensed as reported by the Participating Pharmacy to CVS/caremark. AWP fields will be updated [REDACTED].

- 1.7 **“Biosimilar”** means a biological product that is highly similar to a biological product already approved by the FDA (i.e. Reference Product) and is licensed and approved by the FDA as a Biosimilar notwithstanding minor differences in clinically inactive component but otherwise no meaningful differences between the biologic product and the reference products in terms of safety, purity and potency of the product.
- 1.8 **“Brand Drug”** means prescription drugs whose multisource code field contains an “M” (co-branded product), “N” (single source brand) or an “O” (originator brand) using the Medi-Span Master Drug Database (Medi-Span) indicators, and their associated files (subject to Section 2.14 (Drug Classification) of this Agreement). In limited circumstances, CVS/caremark may override the M, N, or O indicators and may deem the drug to be a Generic Drug for adjudication after review of additional information supplied by Medi-Span and their associated files. When this occurs, the override is applied as a standard across CVS/caremark’s book of business. CVS/caremark will only change a Brand Drug to a Generic Drug. [REDACTED] A Claim will not be classified as a Brand Drug Claim for one purpose and a Generic Drug Claim for another purpose under the Agreement.
- 1.9 **“Change in Law”** means any (i) change in or adoption of any Law, (ii) change in the judicial or administrative interpretation of any Law, or (iii) change in the enforcement of any Law, in each case occurring after the date this Agreement is executed by CVS/caremark, HAC and CCOG.
- 1.10 **“Claims”** means those prescription drug claims processed through CVS/caremark’s on-line claims adjudication system or otherwise transmitted or processed in accordance with the terms of this Agreement in connection with each Participating Group’s Plan, including claims in which the Plan Participant pays the full cost and the Plan has no cost liability, but does not include claims that are rejected due to system edits designed to enforce Participating Group pharmacy benefit programs or reversed from the claim payment system.
- 1.11 **“Commencement Date”** means the initial date a Participating Group has contracted with CVS/caremark under this Agreement by signing a Participating Group Addendum.
- 1.12 **“Confidential Information”** means, any trade secrets or confidential or proprietary information relating to the business of CVS/caremark, HAC, CCOG or Participating Group, including, but not limited to, information regarding contracts, audit results, SSAE 16 reports, pricing, finances, discounts or Rebates; manuals; computer programs, systems and capabilities; databases, innovations and copyrighted materials; the value of which might be lost if the proprietary nature or confidentiality of such Confidential Information is not maintained and specifically includes but is not limited to the terms and conditions of this Agreement including any and all of the contents of Exhibit A. “Confidential Information” does NOT include Protected Health Information, the use and disclosure of which is governed by terms and conditions of the Business Associate Obligations agreed to by CVS/caremark and Participating Group, a model of which is included in Attachment 1 to Exhibit E of this Agreement.
- 1.13 **“Contract Year”** means the full twelve (12) month period commencing on the Effective Date and each full consecutive twelve (12) month period thereafter that this Agreement remains in effect; provided, however, that with respect to Participating Groups, the first Contract Year will be the period from such Participating Group’s Commencement Date until the end of that calendar year and each full consecutive twelve (12) month period thereafter that this Agreement remains in effect. Any

Contract Year that is six (6) months or less shall be reconciled at the same time as the adjacent full Contract Year and results of the financial guarantee reconciliation for six (6) months or less Contract Year and the full Contract Year will be offset.

- 1.14 **“Cost Share”** means the amount which a Plan Participant is required to pay for a Prescription in accordance with the PDD, which may be a deductible, a percentage of the Prescription price, a fixed amount and/or other charge or penalty.
- 1.15 **“Covered Product”** means a drug or device which requires a Prescription, and which is covered under the Elected Formulary adopted by the Plan pursuant to Section 2.7 of this Agreement.
- 1.16 **“CVS/caremark Retail-90 Network”** means a 90 day network comprised of [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED] Implementation of [REDACTED]  
[REDACTED].
- 1.17 **“CVS/caremark National Network”** means a national network of Participating Pharmacies providing Participating Groups with the access described in Exhibit C (Performance Guarantees).
- 1.18 **“Drug Interchange”** means any substitution initiated by CVS/caremark of a Covered Product for a clinically comparable Covered Product that is not a preferred Brand Drug. Drug Interchange shall not include any substitution initiated by CVS/caremark that is (i) due to a drug utilization review; (ii) due to Plan Participant safety reasons; (iii) due to market unavailability of the originally prescribed drug; (iv) a Generic Drug substitution of a Brand Drug; or (v) due to the originally prescribed drug not being a Covered Product.
- 1.19 **“Early Renewal Pricing”** means pricing that becomes effective for a Participating Group earlier than the general effective date of pricing set forth in Exhibit A as a result of the Participating Group’s exercise of an ERP Option.
- 1.20 **“Early Renewal Pricing Option” or “ERP Option”** means an option that may be offered by CVS/caremark, at its sole discretion, to Legacy Groups during a Contract Year. Any Legacy Group accepting the ERP Option; (i) shall receive the improved pricing that would have otherwise become effective at the start of the next Contract Year become effective on July 1<sup>st</sup> of their current Contract Year; (ii) will no longer be considered a Legacy Group for purposes of Section 9.5. The Legacy Group shall exercise the ERP Option within the option period established by CVS/caremark by adopting an approved new Participating Group Addendum or amendment to its existing Participating Group Addendum as directed by CVS/caremark. Annually, CVS/caremark shall notify HAC of any and all Participating Groups that exercise the ERP Option.
- 1.21 **“Effective Date”** means the effective date of this Agreement, which generally shall be January 1, 2022. Notwithstanding the foregoing, and for the sole purpose of Early Renewal Pricing, for any Legacy Group that exercises the ERP Option, the pricing and terms of this Agreement that would otherwise become applicable to Participating Groups as of January 1, 2022, shall be applicable to such electing Participating Groups July 1, 2021.

- 1.22 **“Elected Formulary”** means one of the following CVS/caremark formulary options, as elected by Participating Group in accordance with Section 2.7 of this Agreement and the Participating Group Addendum: (a) the CVS Caremark Formulary - Standard Control, as in effect from time to time, (b) the Advanced Control Formulary, as in effect from time to time, or (c) the Value Formulary, as in effect from time to time.
- 1.23 **“ERISA”** means the Employee Retirement Income Security Act of 1974, as amended, and the regulations and binding guidance promulgated thereunder.
- 1.24 **“Exclusive Choice Network”** means a [REDACTED]  
 [REDACTED]  
 [REDACTED]  
 [REDACTED] Implementation of this network requires evaluation by CVS/caremark of Participating Group’s Claims distribution and Plan and Plan design to determine eligibility. The Exclusive Choice Network is available [REDACTED]. Each Participating Group that elects the Exclusive Choice Network pricing option acknowledges and agrees that such Participating Group is a [REDACTED]  
 [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]  
 [REDACTED]
- 1.25 **“Exclusive Distribution Drug”** is a drug where the manufacturer is choosing to only allow one Specialty Pharmacy or other entity to purchase the product and does not include retail distribution. These are [REDACTED]  
 [REDACTED].
- 1.26 **“Explanation of Benefits” or “EOB”** means a report to a Plan Participant that shows Prescription history and costs during a specific time frame.
- 1.27 **“Formulary” or “PDL”** means CVS/caremark’s formulary as created, maintained, and amended by CVS Caremark from time to time. The Formulary consists of (a) a ranking of Covered Products into preferred and non-preferred tiers, (b) a listing of Non-Covered Products, and (c) associated utilization review programs pursuant to CVS/caremark’s standard clinical criteria, which may include, but not limited to, prior authorizations, step therapy and/or quantity limits for one or more Covered Products. These programs may be conducted prospectively or retrospectively. The Formulary has been approved by CVS/caremark’s P&T Committee.
- 1.28 **“Generic Drug”** means a prescription drug whose multisource code field in Medi-Span contains a “Y” (generic) using the Medi-Span Master Drug Database (Medi-Span) indicators, and their associated files (subject to Section 2.14 (Drug Classification) of this Agreement). In limited circumstances, CVS/caremark may override the M, N or O indicators and may deem the drug to be a Generic Drug after review of additional information supplied by Medi-Span and their associated files. When this occurs, the change is applied as a standard across CVS/caremark’s book of business. CVS/caremark will only change a Brand Drug to a Generic Drug. [REDACTED]  
 [REDACTED]  
 [REDACTED] A Claim will not be classified as a Generic Drug Claim for one purpose and a Brand Drug Claim for another purpose under the Agreement.
- 1.29 **“Generic Effective Rate”** means the [REDACTED]  
 [REDACTED]

[REDACTED]

- 1.30 **“HIPAA”** means the Health Insurance Portability and Accountability Act of 1996, as amended, and the regulations and binding guidance promulgated thereunder.
- 1.31 **“Initial Contract Term”** means the first three (3) year period starting with the Commencement Date under the Participating Group Addendum.
- 1.32 **“Law”** means any applicable federal, state, or local constitution, charter, act, statute, law, ordinance, code, rule, regulation, order, or other legislative or administrative action of the United States of America, or any State, or any agency, department, authority, political subdivision or other instrumentality thereof or a decree or judgment or order of a court.
- 1.33 **“Legacy Group”** means a Participating Group (i) that executed a participating group addendum under a predecessor agreement with HAC and CVS/caremark for services and continues to participate in a Participating Group Addendum without interruption at the relevant time under this Agreement; or (ii) is a Participating Group that has completed three (3) consecutive years without accepting an ERP Option.
- 1.34 **“Limited Distribution Drug”** means drugs where the manufacturer is choosing to only allow approved Specialty Pharmacy(s) or limited entities such as hospitals to purchase the product and does not include retail distribution. These are [REDACTED]
- 1.35 **“Losses”** means reasonable claims (not drug Claims), liabilities, demands, damages, losses, costs or expenses of any kind, including, without limitation, reasonable attorneys’ fees and expenses.
- 1.36 **“Mail Service Pharmacy”** means a pharmacy, owned and operated by CVS/caremark, which dispenses new or refill Prescriptions through the mail upon receipt from a Plan Participant of (i) a Prescription and a completed order or refill order form, and (ii) any applicable Cost Share, subject to Section 2.1 below.
- 1.37 **“Maintenance Choice”** means a trademark name of a convenience service of CVS/caremark and any successor marketing terms, trademark name or colloquial term used by the general population to describe the Maintenance Choice Program outlined in Exhibit I where a Plan Participant picks up a Maintenance Choice Prescription (as defined in Exhibit I) at any CVS retail pharmacy.
- 1.38 **“Manufacturer Administrative Fee”** means the administrative fees received directly by CVS/caremark or its Affiliates, or otherwise received by CVS/caremark or its Affiliates indirectly, from pharmaceutical companies for administrative services rendered by CVS/caremark or its Affiliates acting in its capacity as a group purchasing organization for the Plan in contracting for Rebates and administering Rebate contracts.
- 1.39 **“Maximum Allowable Cost”** or **“MAC”** means the unit price that has been established by CVS/caremark for a Generic Drug included on its MAC drug list developed for Participating Groups, which may be amended from time to time by CVS/caremark. CVS/caremark shall update MAC pricing at least once every seven (7) days and shall, in a timely manner, eliminate Covered Products from the MAC drug list or modify MAC pricing based on changes in product availability

and pricing data utilized by CVS/caremark in establishing the MAC unit prices. Each Participating Group acknowledges that the MAC list applicable to the Participating Group is not the same as the MAC list published by the Centers for Medicare and Medicaid Services (formerly known as the Health Care Financing Administration, or “HCFA MAC”). A copy of MAC drug list shall be provided to HAC annually, upon request. The same MAC list will be used for each Participating Group. Participating Group shall receive a copy of the MAC drug list, upon execution of its Participating Group Addendum and upon Participating Group’s reasonable request. MAC shall be updated by CVS/caremark in its sole discretion. [REDACTED]

- 1.40 **“Non-Covered Products”** shall mean drugs or other related products that are not Covered Products. Non-Covered Products may also be referred to as “Excluded Products”. All designations of products as Non-Covered Products shall be approved by CVS Caremark’s P&T Committee.
- 1.41 **“Non-MAC Generics”** means Generic Drugs which are not on the CVS/caremark MAC drug list, and are not subject to MAC pricing.
- 1.42 **“Non-Reinvested Rebates”** are described in Section 4.A of Attachment A-1 to Exhibit A (Financial Terms).
- 1.43 **“Participating Group”** means a member of HAC which elects for prescription drug benefits through HAC under this Agreement, provided, however, that “Participating Group” shall in no event mean any group which enters into an independent contract with CVS/caremark for the provision of prescription services to Plan Participants of that group. Participating Group is required to execute a Participating Group Addendum.
- 1.44 **“Participating Group Addendum” or “PGA”** means the separate terms agreed to by CVS/caremark and Participating Group, a template for which is set forth as Exhibit E.
- 1.45 **“Participating Pharmacy”** means a retail pharmacy that participates in the CVS/caremark network selected by Participating Group pursuant to an agreement between the retail pharmacy and CVS/caremark.
- 1.46 **“Patient Assistance”** means dollars available from pharmaceutical manufacturers, patient assistance programs and other sources designed to make prescription medication more affordable for individuals with financial need.
- 1.47 **“Pharmacy and Therapeutics Committee” or “P&T Committee”** means the committee formed by CVS/caremark that reviews and approves Food and Drug Administration (FDA) approved drugs for inclusion on the CVS/caremark drug lists/formularies based on safety and efficacy. The P&T Committee also reviews and approves all CVS/caremark-administered utilization management programs (prior authorization, step therapy, quantity limits, Specialty Guideline Management, indications for use table) and advises on other clinical programs for clinical appropriateness.

- 1.48 **“Plan”** means the health benefit plan(s) governed by ERISA or other legal authority sponsored by Participating Group of which the prescription drug benefit is a part as determined, adopted and amended from time to time by a plan sponsor.
- 1.49 **“Plan Design Document”** or **“PDD”** means various documents or forms, including implementation forms, clinical management forms, clinical utilization and/or other documents, prepared by CVS/caremark and approved in writing by Participating Group that may be modified by Participating Group, from time to time, in accordance with this Agreement, which documents the relevant parts of each Participating Group’s Plan for prescription drug benefits and clinical programs adopted by Participating Group which is used by CVS/caremark to provide Services under this Agreement.
- 1.50 **“Plan Participant”** means each individual who a Participating Group identified in the eligibility file to be eligible for prescription drug benefits under its Plan.
- 1.51 **“PPACA”** means the Patient Protection and Affordable Care Act, as amended and the regulations and binding guidance promulgated thereunder.
- 1.52 **“Prescriber”** means a health care practitioner licensed or authorized by Law to issue an order for a prescription drug.
- 1.53 **“Prescribing Guide”** means the CVS/caremark Prescribing Guide, as modified and published from time to time, and which has been approved by CVS/caremark’s Pharmacy and Therapeutics Committee.
- 1.54 **“Prescription”** means a lawful written, electronic, facsimile, or oral order for a prescription drug from a Prescriber.
- 1.55 **“Protected Health Information”** or **“PHI”** shall have the meaning given such term at 45 C.F.R. 160.103, but limited to that information created or received by CVS/caremark in its capacity as a pharmacy benefit manager (and not as a Mail Service Pharmacy or other health care provider) on behalf of the Plan.
- 1.56 **“Rebates”** means the formulary rebates, including base and market share, price protection and [REDACTED] received by CVS/caremark or its Affiliates from various pharmaceutical companies, whether indirectly or directly, in CVS/caremark’s or its Affiliate’s capacity as a group purchasing organization for the Plan, that are based on the utilization of Prescription drugs by Plan Participants of Participating Groups, as provided within each financial offer in Attachment A-1 to Exhibit A.
- 1.57 **“Services”** means the prescription drugs, including biotech, biological and/or other Specialty Drugs, and all related products and services provided by CVS/caremark under this Agreement.
- 1.58 **“Specialty at Retail”** means Specialty Drugs dispensed at a Participating Pharmacy, with the exception of drugs dispensed at a CVS Retail pharmacy under the Specialty Connect program.
- 1.59 **“Specialty Connect”** means the trademark name of a convenience offering of CVS/caremark and any successor marketing terms, trademarked description or colloquial term used by the general

population to describe the process where a Plan Participant picks up prescribed Specialty Drugs at any CVS retail pharmacy or any future CVS health owned entity able to dispense a Specialty Drug to a Plan Participant.

1.60 **“Specialty Drugs”** means certain pharmaceuticals, biotech or biological drugs, that are Covered Products and that are used by CVS Caremark, that are used in the management of chronic or genetic disease, including but not limited to, injectable, infused, or oral medications, or products that otherwise require special handling, including without limitation those listed in Exhibit D.

1.61 **“Tiers 1 to 3”** refer to the tier-based terms, [REDACTED], that a Participating Group qualifies for based on the number of Plan Participants identified by a Participating Group to be eligible for prescription drug benefits under such Participating Group’s Plan(s) and receiving benefits pursuant to this Agreement, the enrollment thresholds for each Tier are as follows:

<u>Tier</u>	<u>Number of Plan Participants</u>
1	[REDACTED]
2	[REDACTED]
3	[REDACTED]

A Participating Group’s measurement and associated Tier placement shall be according to the terms and conditions set forth in Attachment A-1.

[REDACTED]

1.62 **“Total Drug Spend”** means the sum total of Generic Drugs, Brand Drugs, Specialty Drugs and Compound Drugs plus Dispensing Fees before application of Plan Participant’s Cost Share.

1.63 **“Usual and Customary”** or **“U&C”** means the lowest price a Participating Pharmacy would charge to a particular customer if such customer were paying cash for filling an identical prescription on that particular day at that particular location, as submitted by the Participating Pharmacy. This price must include any applicable dispensing fee and/or level of effort, and must include any applicable discounts offered to attract customers.

1.64 **“Value Formulary”** means the CVS Caremark [REDACTED] and which has been approved by CVS/caremark’s Pharmacy and Therapeutics Committee.

1.65 **“Zero Balance Due” or “ZBD” Claim** means the full cost of a Claim is covered by a Plan Participant’s Cost Share, which results in zero balance due to the Participating Group. Zero Balance Due claims are included in the discount guarantees prior to the application of Plan Participant Cost Share.

2. **CVS/caremark Services.** CVS/caremark shall provide the Services in a manner consistent with the PDD and the terms of this Agreement, including the terms of each Participating Group Addendum for the respective Participating Group. CVS/caremark may make changes to the Services from time

to time and may use Claims information to improve or recommend additional Services to Participating Group provided such changes do not materially alter any of the provisions of this Agreement (i.e., this clause does not apply to pricing unless the Agreement provides a right to such change).

2.1 Claims Processing.

- (a) On-Line Claims Processing. CVS/caremark will perform Claims processing services for products dispensed by Participating Pharmacies and CVS/caremark's mail and specialty pharmacies. CVS/caremark will perform drug utilization services, as described in Section 2.9 of this Agreement, for each Claim submitted by Participating Pharmacies, and CVS/caremark's mail and pharmacies and other specialty pharmacies.
- (b) Submitted Paper Claims. To the extent authorized by the Participating Group PDD, CVS/caremark will process Claims submitted by Plan Participants directly to CVS/caremark consistent with CVS/caremark's standard procedures and for the fees set forth in Exhibit A.

2.2 Mail Service Pharmacy. CVS/caremark shall be Participating Group's exclusive Mail Service Pharmacy, and shall provide the following products and services:

- (a) Provide Plan Participants with CVS/caremark's standard informational materials explaining the Mail Service Pharmacy and the forms that must be used to utilize the Mail Service Pharmacy;
- (b) Dispense through its Mail Service Pharmacy new or refill Prescriptions upon receipt from a Plan Participant and/or Prescriber of (i) a Prescription and a completed order or refill order form and (ii) any applicable Cost Share;
- (c) Fill Prescriptions subject to the professional judgment of the dispensing pharmacist, good pharmacy practices in accordance with local community standards, and product labeling and guidelines;
- (d) Provide certain utilization management and clinical services as described in this Agreement; and
- (e) Ship all drugs to Plan Participants via U.S. Postal Service or other appropriate carriers consistent with CVS/caremark's standard policies to the address provided by Participating Group and/or the Plan Participant. Standard shipping costs are [REDACTED] described in Exhibit A. In the event Plan Participant requests expedited shipping, additional charges may apply. CVS/caremark shall not be liable to either Participating Group or Plan Participant for any delay in delivery resulting from circumstances beyond CVS/caremark's reasonable control as set forth in Section 12.4.

2.3 Participating Pharmacy Network. CVS/caremark contracts with Participating Pharmacies, which are independent contractors, to provide prescription drugs and related products and services with respect to the Plan. CVS/caremark shall in accordance with the retail network agreement between CVS/caremark and Participating Pharmacies:

- (a) Require Participating Pharmacies to service Plan Participants during their normal business hours, in all applicable geographic areas;
- (b) Include in its retail network agreements that Participating Pharmacies must comply with CVS/caremark's terms and conditions applicable to participation in the retail pharmacy network in effect as may be amended from time to time;
- (c) Provide information to Participating Pharmacies concerning drug interaction, safety edits,

and information relating to Generic Drug substitution and therapeutic intervention programs selected by Participating Group;

- (d) Direct Participating Pharmacies to collect from Plan Participants the lowest of the applicable Cost Share, the discounted price pursuant to Attachment A-1 to Exhibit A or the U&C;
- (e) Provide and maintain toll free telephone access (“Pharmacy Help Desk”) to Participating Pharmacies to address Claim submission and clinical drug utilization review issues. The Pharmacy Help Desk shall be available twenty-four (24) hours a day, seven (7) days a week and three hundred sixty-five (365) days a year;
- (f) Maintain a database of Participating Pharmacies so that Plan Participants and Participating Group may locate a Participating Pharmacy using the CVS/caremark website;
- (g) Be solely responsible for payment to Participating Pharmacies of the charge for Prescriptions dispensed (exclusive of Cost Shares), provided that the foregoing shall not release Participating Group from any payment obligation to CVS/caremark under this Agreement;
- (h) [REDACTED]
- (i) CVS/caremark will provide CVS/caremark National Network, Advanced Choice Network, Exclusive Choice Network and CVS/caremark Retail-90Network options for qualified Participating Groups as set forth in Attachment A- 1 to Exhibit A;
- (j) Include every CVS retail pharmacy, including Target Stores, as a Participating Pharmacy in the network and apply the same standards of a Participating Pharmacy to all CVS retail pharmacies; and
- (k) As required by applicable federal, state, or local law, CVS/caremark shall not limit a Participating Pharmacy’s ability to disclose to a Plan Participant whether their Cost Share exceeds the retail price for a Covered Product, or the availability of a more affordable alternative drug.

2.4 Participating Pharmacy Audit. CVS Caremark shall conduct Participating Pharmacy audits as follows:

- (a) CVS Caremark shall conduct weekly on-site and off-site audits of certain Participating Pharmacies as selected by CVS Caremark to help verify such Participating Pharmacies’ compliance with their respective pharmacy network agreements with CVS Caremark (“Periodic Audits”). CVS Caremark shall have the sole right to audit Participating Pharmacies. Such audits shall include a daily review of Claims [REDACTED].
- (b) To the extent CVS Caremark determines, as the result of its Periodic Audits, that amounts have not been billed in accordance with CVS Caremark’s pharmacy network agreements (“Audit Discrepancies”), CVS Caremark shall make reasonable attempts to reconcile such Audit Discrepancies. In the event an Audit Discrepancy has a financial impact to Participating Group, CVS Caremark shall reconcile Participating Group’s invoice, or credit Participating Group, based upon such recovered Audit Discrepancy. CVS Caremark shall notify Participating Group of any Audit Discrepancy that has impacted Participating Group’s financial obligation to CVS Caremark by [REDACTED] that CVS Caremark determines to be reasonably uncollectible by CVS Caremark. Participating

Group acknowledges and agrees that CVS Caremark may, but is not required to, initiate any collection action to collect any Audit Discrepancies. In the event CVS Caremark incurs legal fees or related expenses in connection with any dispute involving a Participating Pharmacy with respect to any Audit Discrepancy, or enforcement of CVS Caremark's provider agreement, CVS Caremark may offset any reasonable costs, including reasonable attorneys' fees and expenses, arising from any such action. Such expenses will be allocated among CVS Caremark's affected or impacted clients on a prorated basis against the amount of the recovery. CVS Caremark's obligation to conduct Periodic Audits and to attempt collection and reconciliation, as described, shall be CVS Caremark's sole obligation with respect to remedying Audit Discrepancies.

- (c) Audit of CVS/retail Pharmacy: CVS Caremark will conduct, using an independent third party, an annual on-site and off-site audit of at least [REDACTED] CVS/retail pharmacies to verify CVS/retail pharmacies' are in compliance with the CVS/caremark Participating Pharmacy network agreement ("CVS/retail Audit") at its own expense. The CVS/retail Audit will include CVS/retail pharmacies that are used by Plan Participants of Participating Groups. Such audit shall include a daily review of Claims [REDACTED]. CVS/caremark shall provide the CVS/retail Audit results to HAC upon request. Any findings from the CVS/retail Audit shall be credited to the Participating Groups. CVS/caremark may not offset any related expenses or legal fees in connection with the CVS/retail Audit.

## 2.5 Implementation.

- (a) In consultation with Participating Group, and/or Participating Group designee, CVS/caremark shall develop a mutually agreeable implementation project plan. The implementation project plan will be designed to ensure that Services will be performed for Participating Group's Plan(s) starting on, or prior to the Commencement Date.
- (b) Subject to timely receipt of a refill file in a format acceptable to CVS/caremark or receipt of a Prescription, CVS/caremark shall begin filling Prescriptions through its Mail Service Pharmacies as of the Participating Group Commencement Date.
- (c) CVS/caremark will make available electronically, [REDACTED], to Participating Group implementation kits for distribution to Plan Participants. The implementation kits will include the following materials: (a) introductory cover letter; (b) [REDACTED] standard identification cards for use within the Participating Pharmacy network which shall include an agreed upon logo and CVS/caremark's name and toll free number; (c) a standard Participating Group benefit brochure; (d) mail service order form; (e) paper Claim reimbursement form, if applicable; and (f) formulary brochure, if applicable. At Participating Group's expense and election, CVS/caremark may prepare printed information, materials, or envelopes for mailing such information to Plan Participants. If the Participating Group chooses to have CVS/caremark prepare envelopes for mailing kits to Plan Participants, Participating Group must provide a data tape containing Plan Participant address information in a mutually acceptable format. Individual Plan Participant mailings will be at [REDACTED].
- (d) Implementation kit materials will include an agreed upon logo. Any other customized material requested by Participating Group shall be subject to [REDACTED]. CVS/caremark will provide Participating Group an estimate of any [REDACTED] relating to any customized material that is requested by Participating Group prior to CVS/caremark providing such materials.
- (e) For new Participating Groups, upon Participating Group's reasonable request, CVS/caremark will provide account and information team on-site support during the initial

implementation meetings to assist in issue identification, escalation, and resolution.

2.6 Eligibility. Subject to timely provision of complete and accurate eligibility data by Participating Group to CVS/caremark in a format acceptable to CVS/caremark, CVS/caremark shall maintain such eligibility data provided by Participating Group.

2.7 Formulary Management.

(a) As designated in each Participating Group's Participating Group Addendum, Participating Group hereby adopts, as part of the Plan design and as its Elected Formulary, one of the following:

- (i) the CVS Caremark Formulary - Standard Control, as in effect from time to time, subject to the terms of paragraph (b) below;
- (ii) the Advanced Control Formulary, as in effect from time to time, subject to the terms of paragraph (c) below; or
- (iii) the Value Formulary, subject to the terms of paragraph (d) below.

(b) CVS Caremark Formulary - Standard Control: The following terms apply to the Participating Groups adopting the CVS Caremark Formulary - Standard Control:

(i) Participating Group adopts, as part of its Plan design and as its Elected Formulary, the CVS Caremark Formulary - Standard Control and has the option to either (x) [REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED] or (y) [REDACTED]  
[REDACTED]

[REDACTED] The Parties acknowledge that Plan Participant and Prescriber materials prepared by CVS/caremark that list drugs excluded from the CVS Caremark Formulary - Standard Control may be labeled as "Formulary Exclusions" or "Formulary Drug Removals." The CVS Caremark Formulary - Standard Control with exclusions and the CVS/caremark PDL without exclusions are collectively referred to herein as the PDL, except as expressly noted.

(ii) Changes made by CVS/caremark to the PDL may be based upon, among other things, the introduction of new products, customer safety, clinical appropriateness, efficacy, cost effectiveness, changes in availability of products, new clinical information and other considerations, changes in the pharmaceutical industry or its practices, introduction of new Generic Drugs, new legislation and regulations. CVS/caremark shall use reasonable efforts to provide HAC and Participating Group with [REDACTED] day notice prior to the addition, removal or movement within tiers of a drug on the PDL, [REDACTED]

[REDACTED] In the event of PDL tier change CVS/caremark agrees to use reasonable effort to communicate tier change to negatively impacted Plan Participants at least [REDACTED] days prior to the tier change. The Parties acknowledge that CVS/caremark may add to the PDL new drugs to the market, or line- extensions of certain drugs. In the event safety concerns or regulatory action require CVS/caremark to remove a drug sooner, CVS/caremark shall notify HAC and Participating Group of the removal of a drug from the PDL within [REDACTED] business days.

(iii) With regards to any drugs CVS/caremark may not identify as a Covered Product, or remove from the PDL (the "exclusions"), CVS/caremark may make such decisions based upon, among other things, new products, customer safety, clinical appropriateness, efficacy, 2.cost effectiveness, changes in availability of products, new clinical information and other considerations, changes in the pharmaceutical industry, introduction of new Generic Drugs,

new legislation and regulations. CVS/caremark agrees, however, (x) that drugs shall be removed/excluded from the PDL once per calendar quarter; and (y) to provide HAC and Participating Group at least sixty (60) days prior notice of such removal/exclusion. In the event of a removal/exclusion of a drug from the PDL (excluding a tier change)

[REDACTED]

(iv) Participating Groups adopting the CVS/caremark PDL also have the option to adopt, as part of the Plan design and as Participating Group's Elected Formulary, CVS/caremark's Advanced Control Specialty Formulary (as defined and described in paragraph (e) below.

(c) Advanced Control Formulary. The following terms apply to the Participating Groups adopting the Advanced Control Formulary:

(i) Participating Group adopts, as part of its Plan design and as its Elected Formulary, the Advanced Control Formulary. Changes made by CVS/caremark to the Advanced Control Formulary may be based upon, among other things, the introduction of new products, customer safety, clinical appropriateness, efficacy, cost effectiveness, changes in availability of products, new clinical information and other considerations, changes in the pharmaceutical industry or its practices, introduction of new Generic Drugs, new legislation and regulations. CVS/caremark shall provide quarterly updates to HAC and Participating Group regarding any additions, removals or movement within the tiers of the Advanced Control Formulary and use reasonable efforts to provide HAC and Participating Group with thirty (30) day notice prior to the addition, removal or movement within tiers of a drug on the Advanced Control Formulary, which may include but not limited to, movement of a drug from a preferred to a non-preferred tier, or vice versa.

[REDACTED]

[REDACTED] The Parties acknowledge that CVS/caremark may add to the Advanced Control Formulary new drugs to the market, or line-extensions of certain drugs after CVS/caremark's P&T Committee has evaluated such drug and recommends such drug should be added to the Advanced Control Formulary. In the event safety concerns or regulatory action require CVS/caremark to remove a drug sooner, CVS/caremark shall notify HAC and Participating Group of the removal of a drug from the Advanced Control Formulary within five (5) business days.

(ii) With regards to any drugs CVS/caremark may not identify as a Covered Product, or remove/exclude from the Advanced Control Formulary, CVS/caremark may make such decisions based upon, among other things, new products, customer safety, clinical appropriateness, efficacy, cost effectiveness, changes in availability of products, new clinical information and other considerations, changes in the pharmaceutical industry, introduction of new Generic Drugs, new legislation and regulations. HAC and Participating Group each acknowledge and agree. CVS/caremark (i) may remove/exclude or add drugs from or to the Advanced Control Formulary from time to time; and (ii) will provide HAC and Participating Group quarterly notification of any changes to the Advanced Control Formulary. In the event of a removal of a drug from the Advanced Control Formulary,

[REDACTED]

(d) Value Formulary: The following terms apply to the Participating Groups adopting the Value Formulary:

(i) Participating Group adopts, as part of its Plan design and as its Elected Formulary, the Value Formulary. The Value Formulary is [REDACTED] formulary and addresses [REDACTED]. HAC and Participating Group each acknowledge and agree that under the Value Formulary [REDACTED].

Notwithstanding anything to the contrary in the Agreement, HAC and Participating Group each further acknowledge and agree that CVS/caremark reserves the right to supplement, revise, modify or amend the Value Formulary from time to time and may remove drugs from the Value Formulary quarterly with advance notice as noted herein. Participating Group hereby directs CVS/caremark to implement, as CVS/caremark believes necessary, certain prior authorizations, step therapy edits, and quantity limits to appropriately promote generic alternatives under the Value Formulary. CVS/caremark will communicate with Plan Participants and prescribing physicians regarding the Value Formulary. Such communications may include, but not be limited to, (a) pre-implementation letters to Plan Participants targeting brand medications that are no longer covered by the Value Formulary, or may require a generic to be tried prior to the brand drug, (b) post-implementation letters sent to impacted Plan Participants alerting them to any Value Formulary changes, or (c) pre-implementation notification letters to Prescribers identifying the drugs available on the Value Formulary. The Value Formulary may be a change to Participating Group's existing Plan design. Participating Group is responsible for complying with all Laws applicable to its Plan, for making any appropriate notifications to its Plan Participants concerning the program and for making any appropriate changes to its Plan design documents to reflect Participating Group's participation in the program. If Participating Group fails to adopt all of the requirements of the Value Formulary program or otherwise qualify for the Value Formulary program during the term of the program, then CVS/caremark reserves the right to modify the financial terms applicable to the Agreement.

(ii) Changes made by CVS/caremark to the Value Formulary may be based upon, among other things, the introduction of new products, customer safety, clinical appropriateness, efficacy, cost effectiveness, changes in availability of products, new clinical information and other considerations, changes in the pharmaceutical industry or its practices, introduction of new Generic Drugs, new legislation and regulations. CVS/caremark shall provide quarterly updates to HAC and Participating Group regarding any additions, removals or movement within the tiers of the Value Formulary and use reasonable efforts to provide HAC and Participating Group with thirty (30) day notice prior to the addition, removal or movement within tiers of a drug on the Value Formulary, which may include but not limited to: movement of a drug from covered status to non-covered status, or vice versa, or, movement of a drug from a preferred to a non-preferred tier or vice versa. [REDACTED]

[REDACTED] The Parties acknowledge that CVS/caremark may add to the Value Formulary new drugs to the market, or line-extensions of certain drugs after CVS/caremark's P&T Committee has evaluated such drug and recommends such drug should be added to the Value Formulary. In the event safety concerns or regulatory action require CVS/caremark to remove a drug sooner, CVS/caremark shall notify HAC and Participating Group of the removal of a drug from the Value Formulary within five (5) business days.

(iii) With regards to any drugs CVS/caremark may not identify as a Covered Product, or remove/exclude from the Value Formulary, CVS/caremark may make such decisions based upon, among other things, new products, customer safety, clinical appropriateness, efficacy,

cost effectiveness, changes in availability of products, new clinical information and other considerations, changes in the pharmaceutical industry, introduction of new Generic Drugs, new legislation and regulations. HAC and Participating Group each acknowledge and agree, however, that CVS/caremark may add drugs to the Value Formulary drugs from time to time and may remove/exclude drugs from the Value Formulary quarterly with advance notice as noted herein. CVS/caremark will use reasonable efforts to provide HAC and Participating Group with thirty (30) days' notice prior to the removal/exclusion of a drug from the Value Formulary. In the event of a removal/exclusion of a drug from the Value Formulary,

[REDACTED]

(iv) Participating Groups adopting the Value Formulary also have the option to adopt, as part of the Plan design and as Participating Group's Elected Formulary, CVS/caremark's Advanced Control Specialty Formulary (as defined and described in paragraph (e) below.

(e) Advanced Control Specialty Formulary: The following terms apply to Participating Groups who have adopted either the CVS Caremark Formulary - Standard Control or the Value Formulary and wish to adopt, as part of its Plan design and as Participating Group's Elected Formulary, CVS/caremark's Advanced Control Specialty Formulary, as in effect from time to time ("Advanced Control Specialty Formulary" or "ACSF"). This election shall be designated in the Participating Group's Participating Group Addendum. CVS/caremark's Advanced Control Specialty Formulary is specific to Specialty Drugs and the process, as described below, shall be different than CVS/caremark's PDL for Specialty Drugs and Value Formulary for Specialty Drugs.

(i) Changes made by CVS/caremark to Advanced Control Specialty Formulary, may be based upon, among other things, the introduction of new products, customer safety, clinical appropriateness, efficacy, cost effectiveness, changes in availability of products, new clinical information and other considerations, changes in the pharmaceutical industry or its practices, introduction of new Specialty Drugs, new legislation and regulations. CVS/caremark will provide quarterly updates to HAC, and Participating Group regarding any additions, removals or movement within the tiers of the Advanced Control Specialty Formulary, if any, and use reasonable efforts to provide HAC and Participating Group with thirty (30) day notice prior to the addition, removal or movement within tiers of a drug on the Advanced Control Specialty Formulary, which includes but is not limited to, movement of a drug from a preferred to a non-preferred tier, or vice versa. [REDACTED]

[REDACTED] The Parties acknowledge that CVS/caremark may add to the Advanced Specialty Formulary new drugs to the market, or line extensions of certain drugs after CVS/caremark's P&T Committee has evaluated such Specialty Drug and recommends such drug should be added to the Advanced Control Specialty Formulary. In the event safety concerns or regulatory action require CVS/caremark to remove a drug sooner, CVS/caremark shall notify HAC and Participating Group of the removal of a drug from the Advanced Control Specialty Formulary within five (5) business days.

(ii) With regards to any Specialty Drug CVS/caremark may not identify as a Covered Product, or remove/exclude from the Advanced Control Specialty Formulary, CVS/caremark may make such decisions based upon, among other things, new products, customer safety, clinical appropriateness, efficacy, cost effectiveness, changes in availability of products, new clinical information and other considerations, changes in the pharmaceutical industry, introduction of new Specialty Drugs, new legislation and regulations. HAC and Participating

Group each acknowledge and agree, however, that CVS/caremark (i) may remove/exclude or add drugs from or to the Advanced Control Specialty Formulary any Specialty Drug, from time to time; and (ii) will provide HAC and Participating Group quarterly notification of any changes to the Advanced Control Specialty Formulary. In the event of a removal/exclusion of a drug from the Advanced Control Specialty Formulary, [REDACTED]

- (f) CVS/caremark may implement Drug Interchange program(s), which have been approved by CVS/caremark's P&T Committee for selected prescription drugs, under which CVS/caremark's Mail Service Pharmacy shall contact Prescribers, as appropriate, to obtain approval for the Drug Interchange. In accordance with its standard policies, CVS/caremark shall credit Participating Group or Plan Participant, as appropriate, for any Mail Service Pharmacy Prescription returned to CVS/caremark upon rejection by the Plan Participant of the Drug Interchange or due to an error made by CVS/caremark in effectuating the Drug Interchange program described in this Section 2.6(f). HAC, CCOG and Participating Group acknowledge that the adoption of therapeutic interventions may result in an increase of Rebates payable by pharmaceutical manufacturers pursuant to their agreements with CVS/caremark. [REDACTED]

[REDACTED] At Participating Group's request and direction, Participating Group may elect to discontinue certain therapeutic interchange programs as implemented by CVS/caremark. Participating Group acknowledges that the discontinuation of such programs may impact certain pricing terms and that CVS/caremark may revise such terms if the discontinuance of a program or programs negatively impacts such pricing terms.

- (g) Drug Exclusion Plan Design. CVS Caremark shall provide its Drug Exclusion Plan Design program, for the applicable fees set forth in Exhibit A, which excludes from coverage certain drugs that have limited clinical value and which have clinically-appropriate, lower-cost alternatives (e.g., Brand Drugs that are combinations of existing Generic Drugs and/or over-the-counter drugs, and new formulations of existing drugs). CVS Caremark shall provide Participating Group and impacted Plan Participants with thirty (30) days' prior notice of such exclusions. Participating Group acknowledges that participation in the Drug Exclusion Plan Design program may materially impact Plan Participant drug utilization mix and volume and in such event, upon notice to Participating Group, CVS Caremark may modify the financial guarantees in this Agreement that are impacted by Participating Group's participation in the program, but only in a manner that maintains the total aggregate economic value of Participating Group's existing financial guarantees.
- (h) Prescriber Authority. Participating Groups hereby acknowledge the Prescriber shall have final authority over the drug prescribed to a Plan Participant, regardless of benefit coverage.

## 2.8 Generic Substitution Program.

- (a) Generic substitution shall be conducted through CVS/caremark's Mail Service Pharmacies under a program which automatically substitutes Brand Drugs with Generic Drug equivalents, where available and clinically appropriate, unless (i) the Prescriber issues the Prescription with a "dispense as written" notation and does not authorize generic substitution, or (ii) the Plan Participant has notified CVS/caremark to dispense the Brand Drug only.

- (b) CVS/caremark will provide generic messaging to Participating Pharmacies, which is intended to promote point-of-sale generic substitution of multi-source brand drugs. Participating Group acknowledges that a pharmacist may override such messaging if the Prescriber or the Plan Participant has notified the dispensing Participating Pharmacy to dispense the Brand Drug only.

2.9 Utilization Management/Clinical Programs.

- (a) Concurrent Drug Utilization Review (“DUR”) Services. CVS/caremark will provide its automated concurrent DUR Services including but not limited to: [REDACTED]. Pharmacists are directed to review the messages as they are received and to use their professional judgment as to whether action is required.
- (b) DUR Limitations. The information generated in connection with DUR Services is intended as a supplement to, and not as a substitute for, the knowledge, expertise, skill, and judgment of Prescriber or pharmacists in providing patient care. Providers are individually responsible for acting or not acting upon information generated and transmitted through the DUR Services, and for performing services in each jurisdiction consistent with the scope of their licenses. In performing DUR Services, CVS/caremark will not, and is not required by this Agreement, to deny Claims or require Prescriber, pharmacist, other health care provider, or Plan Participant compliance with any norm or suggested drug regimen, or in any way substitute CVS/caremark’s judgment for the professional judgment or responsibility of the Prescriber, pharmacist, or other health care provider.

The DUR Services are necessarily limited by the amount, type and accuracy of Plan Participant information made available to CVS/caremark. Notwithstanding anything set forth in this Agreement, CVS/caremark will have no obligation to acquire information concerning any Plan Participant beyond the information that is included in CVS/caremark’s eligibility file or the Claims submitted by Participating Pharmacies in connection with the Plan.

CVS/caremark will update DUR databases on a reasonable basis to reflect changes in available standards for pharmaceutical prescribing; no database used by CVS/caremark will contain all available information on accepted medical practices or prescribing practices. CVS/caremark shall be entitled to rely upon nationally available reporting services such as First Data Bank or Medi-Span in connection with DUR Services provided to Participating Group. The absence of a warning for a given drug or drug combination shall not be construed to indicate that the drug or drug combination is safe, appropriate, or effective for any Plan Participant.

- (c) Clinical Services Programs. CVS/caremark shall provide the clinical programs identified in the PDD and elected by Participating Group for the fees set forth in Exhibit A. As requested, CVS/caremark shall provide Participating Group and HAC with information regarding clinical program standards and requirements, including with respect to any material changes thereto.
- (d) Additional Health-Related Services. In accordance with Law, including HIPAA, CVS/caremark shall perform the following services or programs upon receipt of written approval from each Participating Group (collectively referred to herein as “Additional Health-Related Services”): (i) Prescriber education programs; (ii) health research; (iii) compliance and persistency; (iv) health education or management programs for Plan Participants, including, but not limited to, informing Plan Participants about preventive care programs, health assessments, and other treatment options; (v) communications about health-related products or services that would be offered on behalf of Participating Group through



2.12 Reports, Claims Data and SSAE 16. CVS/caremark shall provide reports, as described in Exhibit C (Performance Guarantees) of this Agreement, and detailed Claim data to Participating Group, and HAC as follows:

- (a) Standard Reports. CVS/caremark shall prepare and provide Participating Group with its standard management and utilization reports [REDACTED] at Participating Group's election. A list of current standard reports is outlined in Exhibit K.
- (b) Non-Standard Reports. At Participating Group's expense, CVS/caremark may prepare and provide non-standard management and utilization reports, and ad hoc reports within an agreed-upon time and format, at CVS/caremark's prevailing rate as set forth in Exhibit A (Financial Terms).
- (c) Claims Data. With the issuance of each invoice or monthly, as selected by Participating Group, CVS/caremark shall provide each Participating Group with up to [REDACTED] sets of complete Claims data in CVS/caremark's standard format [REDACTED]. At Participating Group's expense, request and direction, CVS/caremark may provide additional data sets or detailed electronic files or Claim detail reports to Participating Group's designated third parties who execute CVS/caremark's form confidentiality agreement, as may be negotiated, modified and mutually agreed to by CVS/caremark and such third party.
- (d) Claims Data Use. Participating Group, HAC or CCOG may use and release the data fields outlined in 10.1(c).
- (e) Confidential Claims Data Use. Participating Group, HAC and CCOG shall not release or disclose other confidential Claims data including pricing to a third party, without the third party signing CVS/caremark's form confidentiality agreement, as may be negotiated, modified, and mutually agreed to by CVS/caremark and such third party. The release of requested data by CVS/caremark shall be in a time and format mutually agreed upon by CVS/caremark, Participating Group and such third party after receipt by CVS/caremark of the signed confidentiality agreement.
- (f) SSAE 16. If requested, CVS/caremark shall provide Participating Group with a copy of its most recent SSAE 16 (SOC 1) report, or a copy of the successor to such report, in accordance with the terms and conditions of such report.
- (g) Manufacturer Payments Reports. CVS/caremark will provide [REDACTED] [REDACTED] [REDACTED] Manufacturer Payments Reports [REDACTED] with respect to Participating Groups that have elected the Non-reinvested Rebate Pricing Option as described in Attachment A-1 to Exhibit A, subject to the following: (i) HAC (with respect to applicable Participating Groups) will receive reports limited to deidentified data and (ii) Participating Groups will receive reports with sufficient data, which may or may not include PHI.
- (h) HAC Third Party Representatives. On a [REDACTED] basis and [REDACTED] to Participating Group, HAC or CCOG, CVS/caremark shall provide a set of the complete Claims data for each Participating Group to a duly authorized third-party representatives of HAC provided the duly authorized third party representatives sign CVS/caremark's form confidentiality agreement, as may be negotiated, modified and mutually agreed to by CVS/caremark and such third party.

2.13 Plan Enhancements for Non-Covered Products. If elected by Participating Group, CVS/caremark

may provide to Plan Participants filling Prescriptions at Participating Pharmacies discounts on prescription drugs that are not Covered Products. Claims that process with such discounts are excluded from any and all commitments CVS/caremark may have to Participating Group under this Agreement, including those relating to pricing, rates, or Rebates. Participating Group acknowledges that CVS/caremark will retain Rebates, if any, and charge Plan Participant fees that may be part of a Plan Participant's Prescription price for Claims processed through this program to assist CVS/caremark in funding this program.

2.14 Drug Classification. CVS/caremark shall use the Medi-Span Master Drug Database (Medi-Span), and its associated files, or indicators provided by Medi-Span, as the sole source of pharmaceutical drug information, in helping to determine the classification of drugs (e.g., prescription vs. over the counter, brand vs. generic, single-source vs. multi-source) for purposes of this Agreement. In the event CVS/caremark selects a new nationally available reporting service of pharmaceutical drug information to be used for drug classification on a CVS/caremark book of business basis, CVS/caremark shall provide at least [REDACTED] advance notice to HAC, to the extent available under the circumstances. CVS/caremark reserves the right to modify the pricing terms of this Agreement so as to maintain the relative economic positions of the HAC book of business and CVS/caremark as existed immediately before the effective date of such change. CVS/caremark must provide detailed substantiation for the suggested price modifications. If CVS/caremark and a Participating Group cannot agree that the relative economic position has been maintained, such Participating Group has the right to terminate their Participating Group Addendum upon [REDACTED] days written notice, [REDACTED].

2.15 Specialty Pharmacy. CVS/caremark shall be the exclusive in-network provider of Specialty Drugs for HAC and CCOG under this Agreement and shall provide the products and services, including but not limited to those listed in Exhibit D (the "Specialty Fee Schedule"), as follows:

- (a) Dispense new or refill Prescription orders for Specialty Drugs upon receipt from a Plan Participant of (i) a Prescription and a completed order or refill order form and (ii) the applicable Cost Share;
- (b) Fill Prescriptions for Specialty Drugs subject to the professional judgment of the dispensing pharmacist, good pharmacy practices in accordance with local community standards, product labeling and guidelines;
- (c) Provide certain utilization management and clinical services as described in this Agreement;
- (d) Either use Specialty Connect or ship Specialty Drug Prescription orders to Plan Participants via U.S. Postal Service or other appropriate carriers consistent with CVS/caremark's standard policies to the address provided by Participating Group and/or the Plan Participant. Standard shipping costs [REDACTED] described in Exhibit A unless a Plan Participant requests expedited shipping. In the event Plan Participant requests expedited shipping, additional charges may apply. CVS/caremark shall not be liable to either Participating Group or Plan Participant for any delay in delivery resulting from circumstances beyond CVS/caremark's control as set forth in Section 12.4.
- (e) Bill Participating Group's medical benefits provider when appropriate, and pursuant to instructions from Participating Group's medical benefits provider;
- (f) Provide routine supplies required for the administration of the Specialty Drug (such as needles, syringes, alcohol swabs) to the extent deemed appropriate by CVS/caremark.
- (g) HAC, CCOG and CVS/caremark acknowledge that CVS/caremark may not be the exclusive provider of Specialty Drugs for a Participating Group who has elected the open network for

Specialty Drugs at the sole discretion of the Participating Group.

- (h) CVS/caremark Reimbursement Center Counseling (“RCC”). Plan Participants who contact CVS/caremark and report a need for assistance with their prescription costs will be referred to the CVS/caremark Reimbursement Counseling Center for assistance. The RCC will work with Plan Participants to determine if there are third party options available to such Plan Participants for assistance with such costs. In connection with such support, CVS/caremark may review the cost of the requested drug, the Plan Participant’s insurance coverage, and the Plan Participant’s diagnosis. If the pharmaceutical manufacturer or other third party can assist the Plan Participant with securing financial assistance, the RCC may assist with that process as well. Neither the Plan Participant nor the Participating Group [REDACTED] by CVS/caremark for assistance rendered by the RCC and any financial assistance from the pharmaceutical manufacturer or other third party is prohibited from being applied towards achieving discount and Rebate financial guarantees.
- (i) Notwithstanding anything to the contrary herein, the parties acknowledge and agree that CVS/caremark will not support implementation of foundation and non-profit assistance programs to offset Plan costs in connection with Specialty Drugs when managed through external third party service providers and CVS/specialty pharmacy will not fill prescriptions when funding for Specialty Drugs is obtained by such external third party service providers.

2.16 Government Agency Submitted Claims. Participating Group acknowledges that government agencies, or their agents may seek eligibility or similar data from CVS/caremark regarding Plan Participants. Additionally, government agencies, or their agents, may submit to CVS/caremark claims for reimbursement for prescription drug benefits provided by such government agencies, or their agents, to Plan Participants (“Government Claims”). Participating Group authorizes CVS/caremark to provide such data as requested by government agencies or their agents and further authorizes CVS/caremark to process such Government Claims. Participating Group acknowledges that CVS/caremark may advance payment for Government Claims on behalf of Participating Group, if CVS/caremark properly determines that Participating Group’s Plan is the primary payer under applicable coordination of benefit (COB) rules. Participating Group will reimburse CVS/caremark, in accordance with Participating Group’s payment obligations under this Agreement, for all amounts advanced by CVS/caremark for payment of Government Claims. Participating Group acknowledges that Government Claims submitted by or on behalf of a state Medicaid agency shall be paid if submitted within three (3) years from the original date of fill unless a longer period is required by applicable Law. In addition, Government Claims submitted by or on behalf of a state Medicaid agency may not be denied on the basis of the format of the Government Claim or failure to present proper documentation at the point-of-sale. Participating Group shall also reimburse CVS/caremark for any adjustments or reconciliations to previously processed Government Claims that may be payable to government agencies in accordance with applicable Laws and regulations. The administrative fee for processing Government Claims will be invoiced at the [REDACTED] stated in Exhibit A or as otherwise agreed in writing by CVS/caremark and Participating Group. CVS/caremark reserves the right to (i) terminate these services upon ninety (90) days prior notice to HAC and Participating Group, or (ii) to delegate these services to a third party claims processor.

[REDACTED]. Notwithstanding anything to the contrary in this provision, in no event will CVS/caremark process Government Claims beyond the Term of this Agreement, or, for terminated Participating Groups, beyond the effective date of such Participating Group’s termination.

- 2.17 Debit Card Program. Participating Group hereby authorizes and directs CVS/caremark to disclose data, upon the request of Participating Group or the request of a customer of Participating Group, to a third party vendor for the purposes of administering payments under a health benefit reimbursement account program, including but not limited to a flexible spending account or other consumer directed health plan, subject to such third party's execution of CVS/caremark's form confidentiality agreement. CVS/caremark may provide such data, as requested by the third party for this purpose, until such time as Participating Group or Participating Group's Plan Participant advises it otherwise in writing.
- 2.18 Performance Guarantees. CVS/caremark agrees to perform in accordance with the performance standards described in Exhibit C. All performance standards in Exhibit C shall be measured based on CVS/caremark's standard calculation methodology.
- 2.19 Appeals. Participating Group may appoint the authority to CVS/caremark for processing initial Claims determinations and for first and second, if applicable, levels of appeals of denied Claims in accordance with the terms of the Plan, the applicable regulations promulgated under ERISA and other applicable Law. Upon such appointment, CVS/caremark will process and adjudicate Claims and appeals, in accordance with the applicable fees set forth in Exhibit A and a reasonable procedure adopted under the Plan pursuant to Section 503 of ERISA and the regulations issued there under, including 29 CFR 2560.503-1. The foregoing is subject to Participating Group's retention of full responsibility as Plan Administrator and as named fiduciary under the Plan. In processing and adjudicating Claims and appeals, CVS/caremark shall strictly apply the provisions of the Plan and shall not have authority to make exceptions. CVS/caremark shall have no other fiduciary authority or duties under the Plan. CVS/caremark shall conduct appeals in accordance with the terms and conditions described in Exhibit G.
- 2.20 Account Management / Customer Service. CVS/caremark shall provide the following products and services to all Participating Groups in accordance with each Participating Group's PDD: (i) Initiate, in cooperation with HAC, the circulation of an [REDACTED] customer satisfaction survey in an electronic format mutually agreeable to HAC and CVS/caremark, to Participating Groups for purposes of evaluating Participating Group satisfaction with the CVS/caremark services. (ii) Contingent upon [REDACTED], finalize and circulate [REDACTED] customer service satisfaction survey results in [REDACTED], with subsequent Participating Group reports delivered [REDACTED] is delivered in cooperation with HAC in an electronic format mutually agreeable to both HAC and CVS/caremark, for purposes of evaluating Participating Group's satisfaction with CVS/caremark's services. Alternate survey timelines shall be mutually agreed by HAC and CVS/caremark. (iii) CVS/caremark will assign a dedicated Manager of Account Management to Participating Groups. The Manager of Account Management will ensure that CVS/caremark Account Managers will visit each Participating Group to which he or she is assigned at least [REDACTED]. (iv) As requested, CVS/caremark will provide HAC and/or Participating Group with input to assist in (a) [REDACTED] review and analysis of Claims data, (b) [REDACTED] financial projections of Plan costs, (c) financial modeling, and (d) [REDACTED] summary reports. [REDACTED] summary reports will be presented to each Participating Group by the designated account management team. In the event CVS/caremark reassigns, or replaces the Manager of Account Management, or the Manager of Account Management leaves CVS/caremark, CVS/caremark will, in consultation with HAC, assign a replacement and (v) Plan Participant Satisfaction Survey - A satisfaction survey shall be conducted [REDACTED] by a mutually agreed upon third party survey vendor among prescription drug benefit Plan Participants of Participating Groups. A statistically valid sample of respondents shall be selected at random from Plan Participants who have recent experiences with one or more of the following CVS/caremark services: 1) Participating Pharmacy

benefits; 2) Mail Service Pharmacy benefits; 3) customer care. Participating Groups in Tier 3 shall have separate statistically valid results available. All other Participating Groups in Tiers 1 and 2 shall rely on results for the entire sample, including the Participating groups in Tier 3. CVS/caremark will use reasonable efforts to provide [REDACTED] days advance notice of any company-initiated (i.e., not terminations, promotions, or resignations) changes to the HAC- dedicated account management team. HAC may request references, interview, and approve any HAC-dedicated account team member replacement personnel. An account team representative shall confirm receipt of a request from Participating Group or HAC for a confidentiality agreement in relation to a data release within [REDACTED] days. CVS/caremark agrees that a senior executive will attend an HAC Board of Directors meeting at least [REDACTED], provided adequate notice is given.

- 2.21 CVS/caremark will cooperate with HAC and CCOG to educate prospective and existing Participating Groups about this Agreement and the benefits of CVS/caremark and the value of CVS/caremark services. [REDACTED].
- 2.22 Medicare Retiree Drug Subsidy. If elected by Participating Group, CVS/caremark shall provide the Medicare Retiree Drug Subsidy services in accordance with the terms and conditions described in Exhibit H.
- 2.23 ExtraCare Health Discount Card. If elected by Participating Group and subject to Exhibit A, upon implementation of the program, CVS/caremark will make available, via electronic means, ExtraCare Health discount cards (“ExtraCare Card”) per Plan Participant household. The ExtraCare Card provides the ability to earn rewards for purchases at CVS/pharmacy store or online at CVS.com and to receive a 20% discount on all CVS-branded health care-related items at CVS/pharmacy stores; provided that no rewards or discounts are available for the purchase of certain items such as prescription drugs (including Cost Shares).
- 2.24 Preventive Care Drug Program. CVS Caremark shall administer Participating Group’s preventive care drug program for its high deductible health plan in accordance with the terms and conditions described in Exhibit F.
- 2.25 Maintenance Choice Program.
- (a) (Applicable to Participating Group(s) governed by ERISA) - If elected by Participating Group(s) that are governed by ERISA, Participating Group acknowledges and agrees that Participating Group(s) may elect CVS/caremark’s Maintenance Choice Program and that CVS/caremark shall provide such Maintenance Choice Program to Participating Group’s eligible Plan(s) in accordance with the terms and conditions described in Exhibit I. Participating Group acknowledges and agrees that Participating Group’s Plan(s) participating in the Maintenance Choice program may not participate in the CVS/caremark Retail-90 Network program or the Exclusive Choice Network.
- (b) (Applicable to Participating Group(s) NOT governed by ERISA) - If elected by Participating Group(s) that are NOT governed by ERISA, Participating Group acknowledges and agrees that eligible Participating Group(s) may elect CVS/caremark’s Maintenance Choice Program and that CVS/caremark shall provide such Maintenance Choice Program to Participating Group’s eligible Plan(s) in accordance with the terms and conditions described in the “Maintenance Choice Letter Agreement” to be executed by such non-ERISA Participating Group. Participating Group acknowledges and agrees that Participating Group’s

Plan(s) participating in the Maintenance Choice program may not participate in the CVS/caremark Retail-90 Network program or the Exclusive Choice Network.

- 2.26 Vaccine Services. Should any Participating Group elect for CVS/caremark to provide seasonal and/or non-seasonal vaccine administration services, CVS/caremark shall do so in accordance with the terms and conditions describe in Exhibit J (Vaccine Program Terms and Conditions).
- 2.27 Point Solutions Management. CVS/caremark shall make available point solutions management services in accordance with the terms and conditions described in Exhibit L.
- 2.28 Point of Sale (POS) Estimated Rebate Program. If elected by a Participating Group, for the Plans or groups designated by such Participating Group in writing, CVS/caremark shall provide its Point of Sale Estimated Rebate Program (“POS Rebate Program”) as set forth below. For such Plans or groups designated by a Participating Group, a portion (as specified by Participating Group) of the estimated Rebate CVS/caremark anticipates collecting for a Claim (the “POS Estimated Rebate”) shall be applied by CVS/caremark in adjudicating the Claim for purposes of calculating the applicable Plan Participant Cost Share amount. The POS Estimated Rebate shall be applied to the ingredient cost of the adjudicated Claim after applying the appropriate network discount and dispensing fee, and before calculating the applicable Cost Share amount. Participating Group acknowledges that the application of a POS Estimated Rebate may reduce the otherwise applicable Plan Participant Cost Share, resulting in a larger portion of the adjudicated Claim cost being invoiced to Participating Group. CVS/caremark shall use good faith efforts to project the anticipated actual Rebate collection, and shall review the POS Estimated Rebate at least [REDACTED] and make adjustments, if necessary, based upon relevant factors such as the likelihood of actual Rebate collection from pharmaceutical manufacturers. CVS/caremark may adjust the POS Estimated Rebate in a manner designed to account for the impact of the following events: [REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED] CVS/caremark shall have no responsibility or liability to either Participating Group or Plan Participants for variance between POS Estimated Rebates and actual Rebate amounts collected.

In addition to CVS/caremark’s standard Participating Group Rebate reporting package, CVS/caremark shall provide Participating Group a [REDACTED] POS Estimated Rebate Summary Report comparing the aggregate totals of Participating Group’s share of Rebates invoiced by CVS/caremark, the POS Estimated Rebates applied to Claims pursuant to the POS Rebate Program, and the Plan Participant Cost Share reduction derived from application of the POS Estimated Rebates. The POS Estimated Rebate Summary Report shall be in the aggregate and not at the drug-specific level.

CVS Caremark shall apply POS Estimated Rebates on Claims for all rebated Covered Products or, as directed by Participating Group, only those rebated Covered Products identified on specific lists prepared by CVS/caremark and elected by Participating Group in writing. Participating Group shall specify in writing the portion of the estimated Rebates that CVS/caremark anticipates collecting for Claims that shall be applied as the POS Estimated Rebates.

If Participating Group desires only specified groups or benefit Plans to participate in the POS Rebate Program, Participating Group shall provide to CVS/caremark a POS Rebate Indicator

on the group file feeds provided to CVS/caremark, or, alternatively, by Participating Group benefit Plan, as elected by Participating Group during enrollment, which will trigger the application of POS Estimated Rebates for the designated group(s) or Plan(s). Participating Group is responsible for the accuracy of the group file POS Rebate Indicator, as applicable, and associated effective dates. Participating Group's election to provide a group file POS Rebate Indicator, as opposed to designating a Participating Group benefit Plan for participation in the POS Rebate Program, or vice versa, may only be changed upon at least [REDACTED] days' prior written notice to CVS/caremark.

Participating Group acknowledges that the CVS/caremark Claims Experience Transmission ("CET") files shall report the full Covered Product ingredient cost, without adjustment for any POS Estimated Rebate applied. Participating Group further acknowledges that, if Participating Group utilized a custom CET format, this CET file reporting may require customized programming, which shall be [REDACTED].

3. **Maintenance of Records.** CVS/caremark shall maintain records with respect to the processing, payment, and denial of Claims by CVS/caremark and shall retain such records for a period of no less than ten (10) years after the transaction occurred or such longer periods as may be required by applicable Law.

4. **Use of Deidentified Data.** Subject to the Business Associate Obligations as described in each Participating Group Addendum, which governs the use and disclosure of PHI and the provisions of Section 10, Claims, as well as eligibility information which is deidentified in accordance with HIPAA and other applicable Law, and which is not identifiable on a Participating Group or Plan Participant basis, may be used, disclosed, reproduced, adapted or sold by CVS/caremark. Such deidentified data may be provided to nationally recognized data integration firms to support appropriate administration of CVS/caremark's drug management programs. This benchmarking data enables CVS/caremark to compare against other drug population sets and improve programs and Services for clients.

5. **Audit Rights.**

5.1 **Claims Audits.**

(a) **HAC Pricing Guarantee Audit.**

(i) HAC will be entitled to [REDACTED] collective pricing guarantee audit of Claims records per Contract Year on behalf of all Participating Groups and such audit shall be limited to the [REDACTED] of CVS/caremark data that directly relates to the Participating Groups' Claims billings. The audit approach will differ for Individual Audit Participating Groups and Aggregated Audit Participating Groups. An "Individual Audit Participating Group" is a [REDACTED] Participating Group for the [REDACTED]. "Aggregated Audit Participating Groups" are either (1) all [REDACTED] Participating Groups or (2) all [REDACTED] Participating Groups for the [REDACTED]. [REDACTED] Participating Groups and [REDACTED] Participating Groups are independent of each other for purpose of Aggregated Audit purposes. Collectively, the Individual Audit Participating Groups audit and the Aggregated Audit Participating Groups shall be called the "HAC Pricing Guarantee Audit". This HAC Pricing Guarantee Audit is strictly around the pricing guarantees and will not encompass an audit of Plan design. Turnaround times for the HAC Pricing Guarantee Audit will be

mutually agreed to between CVS/caremark and HAC.

- (ii) For Individual Audit Participating Groups, HAC, or its independent third party auditor, will audit on a Participating Group-level basis for each such Participating Group unless an Individual Audit Participating Group elects to opt-out of the HAC Pricing Guarantee Audit by providing HAC written notice by February 1st of the year of the audit. An Individual Audit Participating Group who has timely opted out shall separately conduct its own [REDACTED] pricing guarantee audit for the [REDACTED], following any and all other audit provisions of this Agreement, as part of its annual Plan Design Claims Audit (as described in subsection (b) below), and such audit shall be limited to the [REDACTED] of CVS/caremark data that directly relates to the eligible Participating Group's Claims billings. Individual Audit Participating Groups conducting their own audit will be excluded from the HAC Pricing Guarantee Audit for that [REDACTED]. At no point shall an Individual Audit Participating Group audit Claims more than [REDACTED] of this Agreement.
  - (iii) For Aggregated Audit Participating Groups, HAC, or its independent third party auditor, will audit all Aggregated Audit Participating Groups collectively by their respective Tier and in the aggregate.
  - (iv) As part of the [REDACTED] HAC Pricing Guarantee Audit, HAC may audit, or cause to be inspected and audited, the financial savings ROI claims of CVS/caremark Clinical Programs and Services ("Clinical Program Financial Audit") on behalf of applicable Participating Groups. Applicable Participating Groups may elect to opt-out of the HAC Pricing Guarantee Audit and by notifying HAC by February 1<sup>st</sup> of each year and may conduct such audits as part of the audit conducted by the individual Participating Group. Participating Groups who conduct their own Audit are excluded from the HAC Pricing Guarantee and Clinical Program Financial Audit.
  - (v) Individual Audit Participating Group and/or HAC, or an independent third party retained by Individual Audit Participating Group or HAC and approved by CVS/caremark, may conduct the HAC Pricing Guarantee Audit as specified herein. Any third party auditor engaged by Individual Audit Participating Group and/or HAC, respectively, and approved by CVS/caremark, shall execute CVS/caremark's form confidentiality agreement, as may be negotiated, modified and mutually agreed to by CVS/caremark and such third party, prior to conducting a Claims audit ensuring that all information reviewed during such audit and all details will be treated as confidential and will not be revealed in any manner or form by or to any third party. CVS/caremark approval of such third party shall not be unreasonably withheld.
- (b) Plan Design Claims Audit
- (i) Participating Groups may conduct an [REDACTED] audit of their Plan design which shall be limited to the [REDACTED] of CVS/caremark data that directly relates to Claims billings for the respective Participating Group (a "Plan Design Claims Audit").
  - (ii) As part of the [REDACTED] Plan Design Claims Audit (or in lieu of the Plan Design Claim Audit), Participating Group may audit, or cause to be inspected and audited by their independent third party auditor, the financial savings ROI claims of CVS/caremark

- Clinical Programs and Services.
- (iii) Participating Group, or an independent third party retained by Participating Group and approved by CVS/caremark, may conduct the Claims audit of their Plan as specified herein. Any third party auditor engaged by Participating Group, and approved by CVS/caremark, shall execute CVS/caremark's form confidentiality agreement, as may be negotiated, modified and mutually agreed to by CVS/caremark and such third party, prior to conducting a Plan Design Claims Audit of the Plan design ensuring that all information reviewed during such audit and all details will be treated as confidential and will not be revealed in any manner or form by or to any third party. CVS/caremark approval of such third party shall not be unreasonably withheld.
  - (iv) As part of the ██████ HAC Pricing Guarantee Audit, HAC may audit, or cause to be inspected and audited, the financial savings ROI claims of CVS/caremark Clinical Programs and Services ("Clinical Program Financial Audit") on behalf of applicable Participating Groups. Applicable Participating Groups may elect to opt-out of this Clinical Program Financial Audit through HAC by providing HAC written notice by February 1st of the year of the audit and may conduct such audit as part of its Plan Design Claims Audit or in lieu of the Plan Design Claim Audit
- (c) HAC, CCOG and/or Participating Group each acknowledge that it shall not be entitled to audit:
    - (i) documents that CVS/caremark is barred from disclosing by applicable Law or pursuant to an obligation of confidentiality to a third party; and
    - (ii) agreements with vendors, pharmaceutical manufacturers, or distributors, Participating Pharmacies or other providers of products or services to CVS/caremark.
  - (d) The scope and procedures of the HAC Pricing Guarantee Audit or Plan Design Claims Audit shall be in accordance with the procedures set forth in Exhibit B.
  - (e) The same data and same time period may only be audited once for the same audit scope by HAC or a Participating Group, as applicable.

5.2 Rebate Audits. With respect to Participating Groups that have elected a Non-Reinvested Rebate option as described in Section 4 (Rebates) of Attachment A-1 (Financial Terms), CVS/caremark will provide the additional audit rights below:

- (a) HAC, through an independent third party auditor retained by HAC and approved by CVS/caremark, and such approval will not be unreasonably withheld, will be entitled to ██████ collective Rebate audit per ██████ on behalf of all Participating Groups that have elected a Non-Reinvested Rebate option, for the ██████ only. The audit approach will differ for Individual Rebate Audit Participating Groups and Aggregated Rebate Audit Participating Groups. An "Individual Rebate Audit Participating Group" is a ██████ Participating Group that has elected a Non- Reinvested Rebate option for the ██████. An "Aggregated Rebate Audit Participating Group" is a ██████ or ██████ Participating Group for the ██████. Collectively Individual Rebate Audit Participating Groups audits and Aggregated Rebate Audit Participating Group audits shall be called the "HAC Rebate Audit". Turnaround times for the HAC Rebate Audit will be mutually agreed to between CVS/caremark and HAC.
- (b) For Individual Rebate Audit Participating Groups, HAC's independent third party auditor, approved by CVS/caremark, and such approval will not be unreasonably withheld, will audit on a Participating Group-level basis for each such Participating Group unless an Individual

Rebate Audit Participating Group elects to opt-out of the HAC Rebate Audit by providing HAC written notice by February 1st of the year of the audit. For Aggregated Rebate Audit Participating Groups, HAC's independent third party auditor will audit all Aggregated Rebate Participating Groups collectively and in the aggregate. The HAC Rebate Audit shall be limited to a review of up to [REDACTED] in total CVS/caremark or Affiliate, as applicable, pharmaceutical company contracts of their choosing directly related to Rebates for all Participating Groups who have not opted out of the HAC Rebate Audit, as selected by HAC.

- (c) An Individual Rebate Audit Participating Group who has timely opted out may separately conduct its own [REDACTED] Rebate audit for the [REDACTED], through an independent third party auditor retained by Participating Group and mutually agreed upon where agreement by CVS/caremark will not be unreasonably withheld, following any and all other audit provisions of this Agreement. Such Individual Rebate Audit shall be limited to up to [REDACTED] in total CVS/caremark or Affiliate, as applicable, pharmaceutical company contracts of their choosing directly related to the eligible Individual Rebate Audit Participating Group's Rebates for the [REDACTED] as selected by the Participating Group. Individual Rebate Audit Participating Groups conducting their own audit will be excluded from the HAC Rebate Audit for that [REDACTED]. At no point shall an Individual Rebate Audit Participating Group audit Rebates more than [REDACTED] of this Agreement.
- (d) An independent third party retained by Individual Rebate Audit Participating Group and/or retained by HAC, and mutually agreed upon where agreement by CVS/caremark will not be unreasonably withheld by CVS/caremark, may conduct the audit as specified herein. Any third party auditor engaged by HAC and/or Individual Rebate Audit Participating Group, as applicable, and approved by CVS/caremark, shall execute CVS/caremark's form confidentiality agreement, as may be negotiated, modified and mutually agreed to by CVS/caremark and such third party, prior to conducting a Rebate audit ensuring that all information reviewed during such audit and all details will be treated as confidential and will not be revealed in any manner or form by or to any third party including HAC, CCOG and/or Participating Group. CVS/caremark approval of such third party shall not be unreasonably withheld.
- (e) The review of pharmaceutical company contracts may include formulary and Rebate provisions to the extent permitted by such contracts and shall be limited to information necessary for validating the accuracy of the Rebate amounts received by CVS/caremark and Affiliates attributable to the utilization of Prescription drugs by Plan Participants of Participating Groups and Rebate amounts remitted to Participating Groups by CVS/caremark.
- (f) The scope and procedures of the Rebate Audit shall be in accordance with the procedures set forth in Exhibit B.

5.3 Audit of Participating Pharmacy Agreements. With respect to Participating Groups that have elected a Transparent Participating Pharmacy arrangement, HAC may request to audit Participating Pharmacy provider contracts [REDACTED] ("HAC Pharmacy Agreement Audit"). If an individual Participating Group that has elected a Transparent Participating Pharmacy arrangement opts out of the HAC Pharmacy Agreement Audit, the individual Participating Group may conduct an annual Participating Pharmacy audit on its own behalf by notifying HAC by February 1st of each year, and such audit shall be limited [REDACTED]. Audit requests involving a review of Participating Pharmacy provider contracts must be performed by an independent third party approved by CVS/caremark. CVS/caremark approval of such third party shall not be unreasonably withheld. Such firm will sign CVS/caremark's confidentiality agreement ensuring that all details and terms of pharmacy provider contracts with CVS/caremark (except the total aggregate amount due to

Participating Group) will be treated as confidential to CVS/caremark and will not be revealed in any manner or form by or to any person or entity. For the purposes of this Section, a third party auditor shall not be considered independent if the auditor provides audit and pharmacy benefit consulting services to benefit plan sponsors, unless the auditor has implemented firewalls to provide appropriate protections to prohibit disclosure of the terms of the Pharmacy Provider Contract and/or audit findings to employees providing non-audit/consulting functions, as confirmed solely by CVS/caremark. Such audits shall be limited to a review of a reasonable sample of retail pharmacy remittance advices relating to the Participating Pharmacy Network applicable to the Transparent Participating Pharmacy arrangement, as selected by the auditor, HAC, or the individual Participating Group, as applicable. Such review of remittance advices shall be limited to information necessary for validating the accuracy of the amounts charged to Participating Groups by CVS/caremark for services performed by the Participating Pharmacies. The scope of the audit shall be in accordance with CVS/caremark's standard audit procedures described in Exhibit B.

- 5.4 Plan Participant Audit. Upon reasonable notice, CVS/caremark may inspect and audit, or cause to be inspected and audited, the books and records of Participating Group directly relating to the existence and number of Plan Participants. For purposes of audit verification, Participating Group shall maintain eligibility records for Plan Participants for a period of [REDACTED] from the date of the review.
- 5.5 HAC Endorsed Medical Vendor Agreement. CVS/caremark shall have the right to inspect the HAC agreement with the HAC endorsed medical vendor owning or controlling the other endorsed pharmacy benefit service provider of HAC to verify that an additional fee or penalty is not applied by owner or controller, to carve our pharmacy benefit services.

**6. Obligations of Participating Groups and/or HAC and/or CCOG.**

6.1 Implementation.

- (a) Prior to the new Participating Group Commencement Date and in accordance with an agreed upon implementation project plan, Participating Group, or its designee, must provide the initial eligibility test data and the initial full eligibility data to CVS/caremark. Participating Group acknowledges that if it fails to provide data within the agreed upon time frames, CVS/caremark may, at its option, postpone the initiation of Services by one day for each day that any such submission is late.
- (b) Prior to the Commencement Date and in accordance with an agreed-upon implementation project plan, Participating Group, or its designee, must furnish the Plan documents, a refill file in a format acceptable to CVS/caremark, summary plan descriptions or, if such are not available, a written description of the Plan design sufficient to enable CVS/caremark to prepare the PDD.
- (c) Participating Group represents and warrants that it has obtained from Plan Participants all consents and/or authorizations required, if any, for CVS/caremark to perform the Services and for the use and disclosure of information including PHI, as permitted under this Agreement.
- (d) Participating Group represents that the Plan is governed by ERISA (except in the case of a governmental plan, as defined in Section 3(22) of ERISA, and a church plan, as defined in Section 3(33) of ERISA) and is in material compliance with all applicable Laws.
- (e) Participating Group represents and warrants that the PDD will accurately reflect the terms of the Plan and agrees to approve, in writing, the PDD and any amendments to the PDD.

- (f) Participating Group has and will disclose to Plan Participants any and all matters relating to the Plan and Services as required by Law to be disclosed.
- 6.2 Payment. Participating Group shall pay CVS/caremark for the Services hereunder in accordance with the terms set forth in Section 7 and Exhibit A.
- 6.3 Control of Plan. Unless otherwise stated in this Agreement, Participating Group retains the sole and absolute authority to design, amend, terminate or modify, in whole or in part, all or any portion of the Plan, including the sole authority to control and administer the Plan and any assets of the Plan. Nothing in this Agreement shall be deemed to confer upon CVS/caremark, HAC or CCOG the status of administrator or fiduciary as defined in ERISA, or applicable state Law, or any responsibility for the terms or validity of the Plan. Notwithstanding the foregoing, CVS/caremark agrees to be a fiduciary solely for the purpose of initial Claims adjudication with respect to a Participating Group's Plan or for the purpose of appeals relating to the coverage of prescription drugs benefits, if elected by Participating Group. Furthermore, because they are not insurer, plan sponsor, third party administrator or Plan administrator, CVS/caremark, HAC or CCOG shall have no responsibility for (i) any funding of Plan benefits; (ii) any insurance coverage for, the Plan, Plan administrators or the Plan Participants; or (iii) the nature or quality of professional health services rendered to Plan Participants (except CVS/caremark in its capacity as a Mail Service Pharmacy or Specialty Drug pharmacy).
- 6.4 PDD Changes. Participating Group shall provide CVS/caremark with [REDACTED] days prior written notice of any requested changes to the PDD, which changes shall be consistent with the scope and nature of the Services to be performed by CVS/caremark under this Agreement. In addition, Participating Group shall notify its Plan Participants of the change prior to its effective date, as required by PPACA or other applicable Law, at Participating Group's expense. CVS/caremark will not be responsible or liable to HAC, CCOG, Participating Group or Plan Participants for Losses resulting from failure to implement Plan design changes which are not communicated in writing to CVS/caremark in accordance with this Section.
- 6.5 Eligibility Data. Participating Group, or its designee, at Participating Group's sole expense, will provide CVS/caremark all information concerning its Plan and Plan Participants needed to perform the Services, including any updates thereto ("Eligibility Information"). This Eligibility Information must be complete and accurate, according to the implementation project plan time frame for the first eligibility file and in a timely manner for subsequent updates, and in a mutually agreed upon format and media approved by CVS/caremark and Participating Group. CVS/caremark, Plan Participants' physicians and the Participating Pharmacies are entitled to rely on the accuracy and completeness of such information and updates thereto. Participating Group also shall notify CVS/caremark in writing at least [REDACTED] days in advance of any change in its eligibility provider, third party administrator or insurance carrier. Participating Group bears the risk of fraudulent Claims submitted by Plan Participants or by unauthorized persons using a Plan Participant's identification card or number. CVS/caremark does maintain quality systems to help identify such fraudulent Claims. Files will be sent to CVS/caremark on a mutually agreed upon date/time. These files need to be tested prior to loading. Upon request, CVS/caremark will host secondary addresses in the eligibility file. Participating Group will have access to CVS/caremark on-line eligibility system via PeopleSafe and CVS/caremark will accept and make eligibility updates from authorized Participating Group's staff.
- 6.6 Modified Exclusivity. Unless otherwise stated in this Agreement,
- (a) HAC, CCOG and CVS/caremark acknowledge that CVS/caremark is one of two endorsed

providers of prescription benefit services eligible to provide such services to Participating Groups, at each Participating Group's election, under the terms of this Agreement. The parties agree that this Section is not intended to limit CCOG's ability to openly compete in the marketplace provided that, in doing so, CCOG does not solicit, entice or induce any Participating Group, existing HAC member who is not a Participating Group, or prospect Participating Group initially identified by CVS/caremark or HAC to enter into a different arrangement in competition with the Services provided hereunder.

- (b) CVS/caremark acknowledges that HAC has a medical benefit services agreement ("HAC MBS Agreement") with a medical benefit administrator having an ownership interest in the other endorsed pharmacy benefit management service provider of HAC ("MBA") for use by Participating Groups. CCOG represents and warrants, and CVS/caremark acknowledges, that CCOG does not have an agreement with any MBA. HAC agrees and acknowledges that the assessment of a fee or a penalty by an MBA to a Participating Group using the HAC MBS Agreement for the right to use this Agreement would create an unfair advantage for the other endorsed pharmacy benefit management service provider owned by the MBA. HAC represents and warrants that the HAC MBS Agreement used by Participating Groups does not charge a fee or penalty to Participating Groups, or potential Participating Groups evaluating the HAC MBS Agreement, to use this Agreement with CVS/caremark. HAC agrees that such fees or penalties in the HAC MBS Agreement, or any amendment or replacement thereto with MBA or a new MBA with an ownership interest in the other endorsed pharmacy benefit management service provider, would constitute a material breach of this Agreement which must be remedied within [REDACTED] of CVS/caremark presenting HAC with notice of breach. Notwithstanding the foregoing, if HAC becomes aware that such a fee or a penalty is being charged by the MBA (or any new MBA with such ownership interest) to a Participating Group using the HAC MBS Agreement, or the amendment or replacement thereto, HAC will provide notice to CVS/caremark of such fee or penalty and shall remedy such breach within [REDACTED] days.
- (c) HAC and CCOG each agree to ensure that Confidential Information, contained in, and exchanged pursuant to, this Agreement is not disclosed by HAC or CCOG to the other endorsed prescription benefit services provider or endorsed medical vendor owning or controlling the other endorsed prescription benefit services provider.
- (d) HAC and CCOG will communicate to Participating Groups and anyone receiving Confidential Information that Confidential Information may not be shared with the second endorsed prescription benefit service provider or medical vendor.
- (e) HAC and CCOG each acknowledge and agree that a breach of Section 6.6(a), (b) or (c) by HAC or CCOG shall be deemed a material breach of this Agreement and shall entitle CVS/caremark to modify pricing terms pursuant to Section 12.2 of this Agreement.
- (f) Participating Group shall make CVS/caremark the exclusive provider of the Services described in this Agreement to the Plan and its Plan Participants; provided, however, the Parties acknowledge that Participating Groups who have selected the open network for Specialty Drugs may use other Specialty Drug pharmacy services.
- (g) In the event a Participating Group outsources or carves out any specific function or Service component outlined in this Agreement, or ceases to provide benefit sponsored coverage for retail, mail, or Specialty Drug Services, CVS/caremark shall, in its sole discretion, evaluate and determine: (i) if CVS/caremark will disqualify such Participating Group from continuing to receive Services under this Agreement; and (ii) if the Participating Group does remain a Participating Group, any impact and/or necessary adjustments to the underlying contractual terms and financial guarantees contained herein.

6.7 HAC's/CCOG's/Participating Group's Obligation. CVS/caremark shall not be held responsible to

any performance standard or obligation if HAC, CCOG, Participating Group or any such Parties' designee fails to provide CVS/caremark with information needed to meet such performance standard or obligation.

- 6.8 Participating Group Addendum. HAC and CCOG shall provide assistance to CVS/caremark to ensure that each Participating Group signs a Participating Group Addendum to this Agreement in the form for which Exhibit E is a template prior to the date on which CVS/caremark begins providing services to such Participating Group.
- 6.9 Plan Participant Cost Share. CVS/caremark may, but shall not be obligated to, dispense a Prescription even if the Prescription is not accompanied by the Cost Share. In the event a Plan Participant submits to CVS/caremark an incorrect Cost Share and the Plan Participant fails to pay the correct Cost Share amount to CVS/caremark within [REDACTED] days of CVS/caremark's request, then CVS/caremark shall have the right to invoice Participating Group for, and Participating Group shall have an obligation to pay CVS/caremark, the amount of the uncollected Cost Share (s) in accordance with each Participating Group's predetermined threshold for these occurrences as determined during implementation or otherwise agreed to by Participating Group and CVS/caremark. Shipping of Prescriptions submitted without the appropriate Cost Share may be delayed. CVS/caremark will undertake its standard collection efforts before invoicing Participating Group. CVS/caremark shall provide ongoing reporting of outstanding balances to Participating Groups annually, or as otherwise mutually agreed by Participating Group and CVS/caremark.

## **7. Invoicing and Payment.**

- 7.1 Invoicing. CVS/caremark shall invoice Participating Group, which may be via facsimile or electronically, in CVS/caremark's standard format, in accordance with the financial terms set forth in Exhibit A according to the following schedule:
- (a) Claims. CVS/caremark shall issue Participating Group an invoice for Prescription Claims on the applicable schedule as set forth in Exhibit A, Section 4 (Administrative Fees Paid by Participating Group to CVS/caremark for Prescription Claims Invoice and Payment Frequency).
  - (b) Administrative Fees. CVS/caremark shall issue Participating Group an invoice for administrative fees on a [REDACTED] basis, which shall be the fourth Claims invoice of each month.
- 7.2 Payment. Each Participating Group shall pay CVS/caremark all invoiced amounts for Claims and administrative fees after Participating Group receives an invoice from CVS/caremark within the applicable time frame as set forth in Exhibit A, Section 4 (Administrative Fees Paid by Participating Group to CVS/caremark for Prescription Claims Invoice and Payment Frequency). Participating Group shall have no right to offset disputed amounts or amounts due or allegedly due from CVS/caremark to Participating Group from such payment except as approved in writing by CVS/caremark. Any sales, use, excise or other tax or assessment imposed under any applicable Law, including any surcharge or similar fee imposed under any applicable Law on any health care provider, pharmaceutical supplier, Plan Participant, Claim(s) paid, service, supply or product provided under this Agreement, will be the sole responsibility of the Participating Group and shall be added to the invoice, unless (a) Participating Group is exempt from a certain tax or assessment and (b) Participating Group has provided sufficient evidence of such exemption in a timely manner to CVS/caremark pursuant to Section 12.9 of this Agreement. In the event that a Participating Group disputes a charge for an administrative fee, without amending Participating Group's obligations under

this Section 7.2, Participating Group may contact the Manager of Account Management who will reply to Participating Group within [REDACTED] days of receiving Participating Group's notice. Upon the initial meeting the CVS/caremark and Participating Group will work to establishing a mutually agreeable timeline to resolve the issue.

7.3 Late Payments. At the option of CVS/caremark, payments not received in accordance with Section 7.2 shall bear a service fee of [REDACTED] per [REDACTED] (or, if less, the highest rate allowed by Law).

7.4 Financial Responsibility. If at any time during this Agreement CVS/caremark reasonably determines, based on Claims volume, payment record or Participating Group's latest financial information, that Participating Group may have difficulty meeting its financial commitments under this Agreement, then CVS/caremark may request information, reasonable assurances or both from Participating Group as to its financial responsibility (including a deposit in an amount equal to [REDACTED]).  
[REDACTED]  
[REDACTED] If CVS/caremark requires Participating Group to provide a deposit, Participating Group will provide such deposit within [REDACTED] days of CVS/caremark's written request. If Participating Group gives CVS/caremark a deposit, CVS/caremark may apply the deposit to past due balances and shall return the remaining deposit, if any, after the termination of this Agreement and the payment of all amounts payable to CVS/caremark hereunder. Any deposit provided by Participating Group shall not be deemed a Plan asset. Additionally, Participating Group will furnish audited financial statements to CVS/caremark upon CVS/caremark's request. CVS/caremark will keep these audited financial statements confidential and will use them solely for internal review purposes to determine credit requirements.

7.5 Suspension of Performance. In the event: (i) Participating Group is not current on its payment obligations under this Agreement or does not provide a deposit pursuant to Section 7.4; (ii) Participating Group makes an assignment for the benefit of creditors; (iii) Participating Group is the subject of a voluntary or involuntary petition for bankruptcy, or is adjudged insolvent or bankrupt, or, in the case of public sector entities only, is deemed by its state government to be in a state of fiscal emergency; or (iv) a receiver or trustee is appointed for any portion of Participating Group's property, CVS/caremark may immediately, and without penalty or any liability for any Losses, suspend performance of Services hereunder provided that CVS/caremark promptly notifies Participating Group in writing of its intentions to suspend performance. Furthermore, CVS/caremark may immediately, and without penalty or any liability for any Losses, suspend performance of Services hereunder for a Participating Group that has not corrected such payment breach within [REDACTED] days of receipt of such written notice. Suspension of performance by CVS/caremark shall not constitute termination of this Agreement.

## **8. Pharmaceutical Contracts and Rebates.**

8.1 Payment of Rebates to Participating Group. For Participating Groups that receive Rebate payments and not for Participating Groups with Reinvested Rebate offers, in accordance with the terms of this Section 8 and Attachment A-1, CVS Caremark will pay to Participating Group, on a [REDACTED] basis, Rebates which [REDACTED] received by CVS Caremark or an Affiliate during the [REDACTED]. CVS Caremark may delay remittance of Rebates [REDACTED] to allow for final adjustments upon termination of this Agreement.

8.2 Rebate Contracting. CVS Caremark or an Affiliate will pursue Rebates, directly or indirectly, from

pharmaceutical companies on applicable Covered Products dispensed to Plan Participants. In connection therewith, CVS Caremark or an Affiliate may elect, in its discretion, to pursue Rebates as a group purchasing organization for the Plan, in which event CVS Caremark or an Affiliate may receive Manufacturer Administrative Fees from pharmaceutical companies [REDACTED]

[REDACTED] Rebates, as defined in Section 1.56 of this Agreement, [REDACTED].

CVS Caremark or an Affiliate shall have the exclusive right to pursue rebates on drugs dispensed to Plan Participants. Participating Group covenants and agrees that neither Participating Group nor any Plan will: (a) directly or indirectly negotiate, contract, or agree with any pharmaceutical company, or any other third party, for the purpose of obtaining rebates or discounts related to the drug utilization of Plan Participants, including, but not limited to the use of over the counter products, or (b) message or engage a third party to message Plan Participants or Prescribers in a manner that conflicts with the Formulary. Participating Group represents and warrants that, as of the Commencement Date, neither Participating Group nor any Plan has any direct or indirect agreement or arrangement with any pharmaceutical company or other third party related to any rebates or discounts.

8.3 Collection Efforts; Non-Compliance. CVS Caremark or an Affiliate will use commercially reasonable efforts to collect Rebates. CVS Caremark or an Affiliate may, but shall not be required to, initiate formal action to collect Rebates, in which event CVS Caremark or the Affiliate may offset collection costs, including reasonable attorneys' fees and expenses, against the Rebates actually collected. Neither CVS Caremark nor its Affiliate guarantee pharmaceutical company performance. In no event shall CVS Caremark or its Affiliate be liable to Participating Group for any Losses arising from a pharmaceutical company's failure to pay Rebates. Participating Group shall not be entitled to interest on any Rebates. In the event of Participating Group's breach of this Agreement, CVS Caremark or an Affiliate may, in addition to CVS Caremark's or the Affiliate's other rights set forth in this Agreement, apply Rebates to offset amounts due from Participating Group.

8.4 Manufacturer Relationships. Pharmacies that are CVS Caremark Affiliates may contract with pharmaceutical companies for the purchase of products and these contracts may provide for prompt pay discounts and other concurrent or retrospective purchase discounts on products purchased for pharmacy dispensing inventories. CVS Caremark and its Affiliates may also contract with pharmaceutical companies for the provision of services, such as care management, program administration, adverse event and other data reporting, and fulfillment services. CVS Caremark or its Affiliates may receive and retain compensation for such services. For clarity, [REDACTED].

## 9. Term and Termination.

### 9.1 Term.

(a) Agreement Term. The term of this Agreement shall commence on the Effective Date and expire on **December 31, 2024 ("Initial Term")**, including any renewal periods as hereinafter set forth, and subject to earlier termination as hereinafter set forth ("Term"). **THE TERM MAY BE RENEWED FOR TWO (2) ADDITIONAL ONE (1) YEAR PERIODS (EACH A "RENEWAL TERM") UPON THE MUTUAL AGREEMENT OF HAC, CCOG AND CVS/CAREMARK.**

(b) Participating Group Addendum Contract Term.

- (i) The following terms apply to Participating Groups with an Initial Contract Term that does not align with the Term of this Agreement:
  - 1) In the event the Initial Contract Term for a Participating Group extends beyond the Term of this Agreement and (A) this Agreement is renewed by CVS/caremark, HAC and/or CCOG, such Participating Group shall [REDACTED]; or (B) this Agreement is not renewed by CVS/caremark, HAC and/or CCOG, and CVS/caremark [REDACTED].
  - 2) In the event the Initial Contract Term for a Participating Group ends before the termination date of this Agreement, such Participating Group may [REDACTED].
- (ii) In the event the Initial Contract Term for a Participating Group aligns with the Initial Term of this Agreement and CVS/caremark and HAC extend this Agreement for a Renewal Term, such Participating Group may [REDACTED].

9.2 Termination for Cause.

- (a) Either HAC or CCOG may terminate this Agreement upon written notice to CVS/caremark in the event of a material breach of this Agreement by CVS/caremark which is not cured within [REDACTED] days of notice thereof, provided that the Agreement shall survive with respect to CVS/caremark and the other Party unless the other Party also provides notice of a material breach.
- (b) In the event of a material breach of this Agreement by HAC or CCOG, CVS/caremark may terminate this Agreement with respect to the breaching Party in the event the material breach by HAC or CCOG, as applicable, is not cured within [REDACTED] days of notice thereof, provided that the non-breaching Party shall not be considered in violation of this Agreement and the Agreement shall survive with respect to CVS/caremark and the non-breaching Party.
- (c) In the event of a material breach of this Agreement by a Participating Group, CVS/caremark may (i) terminate Participating Group's Participating Group Addendum upon written notice of default to the breaching Participating Group if such material breach of this Agreement is not cured within [REDACTED] days of notice thereof (within [REDACTED] days of notice for failure to make any payment required under this Agreement which is not cured in the [REDACTED] day period), (ii) terminate Participating Group's participation in the Rebates and this Agreement and (iii) [REDACTED].

- (d) Participating Group may terminate its respective Participating Group Addendum and participation in this Agreement upon written notice to CVS/caremark in the event of a material breach of the Participating Group Addendum or this Agreement by CVS/caremark which is not cured within [REDACTED] days of notice thereof, provided that the Agreement shall survive with respect to CVS/caremark, HAC, CCOG and the other Participating Groups.
- (e) The pursuit or award of damages shall not constitute a penalty or liquidated damages, and shall in no event preclude the right of any Party to an injunction or other equitable relief, or any remedy available at Law or equity.
- (f) In the event of a breach of Section 6.6(a), (b) or (c) by either HAC or CCOG, CVS/caremark may terminate this Agreement with respect to the breaching Party if such breach is not cured within such [REDACTED] days of notice thereof; provided the non-breaching Parties shall not be considered in violation of this Agreement the Agreement shall survive with respect to CVS/caremark and the non-breaching Parties. In the case of such a breach of Section 6.6(d) by a Participating Group, upon notice from CVS/caremark to such Participating Group, the Participating Group Addendum and this Agreement shall terminate only with respect to the breaching Participating Group.
- (g) HAC, CCOG or CVS/caremark may terminate this Agreement if any court, governmental or regulatory agency issues one of such Parties an order to cease and desist doing business. The Party receiving notice of an order or finding must provide the other two of HAC, CCOG or CVS/caremark, as applicable, written notice within [REDACTED] days of receipt.

### 9.3 Termination for Change in Law.

- (a) Any Party may terminate this Agreement, or, in the case of Participating Group, its respective Participating Group Addendum, upon written notice to CVS/caremark, HAC and CCOG if, as a result of any Change in Law, the rights or obligations of the requesting Party would be materially adversely affected. Any such termination shall be effective on the day immediately preceding the effective date of such Change in Law, subject to the provisions of Section 9.3(b) below.
- (b) Notwithstanding Section 9.3(a), CVS/caremark, HAC and the impacted Party agree to use prompt, good faith efforts to renegotiate the terms of this Agreement, or the Participating Group Addendum, if applicable. If such Parties successfully conclude such negotiations prior to the effective date of the Change in Law, this Agreement shall not terminate and shall be amended to reflect the negotiated terms. In the event such Parties are unable to successfully conclude such negotiations, this Agreement shall terminate as provided above.
- (c) State Fiduciary Laws. CVS/caremark shall not be obligated at any time to provide Services to Participating Group or, if applicable, Plan Participants if Participating Group or, if applicable, Plan Participants are located in a state requiring a prescription benefit manager to be a fiduciary to Participating Group or a Plan Participant in any capacity contrary to the terms and conditions specifically identified in this Agreement. In the event any state Law requires CVS/caremark to be a fiduciary to Participating Group or a Plan Participant contrary to the terms and conditions identified in this Agreement, CVS/caremark may elect not to provide Services to the impacted Plan Participants upon [REDACTED] days prior written notice to Participating Group; provided, however, prior to any termination pursuant to this Section 9.3(c), CVS/caremark and HAC agree to use prompt, good faith efforts to renegotiate the terms of this Agreement in a manner that would not require CVS/caremark to be a fiduciary to Participating Group or Plan Participant contrary to the terms specified in this Agreement if possible under the state Law. In the event the Parties are unable to successfully conclude such negotiations or the state Law does not allow for such modification, CVS/caremark may cease providing Services as noted above in this subsection.

9.4 Obligations Upon Termination.

- (a) Regular Post-Termination Services. Upon termination of this Agreement other than a termination initiated by CVS/caremark due to another Party’s material breach, CVS/caremark will continue to provide information reasonably required by HAC, CCOG and Participating Groups to satisfy its regulatory reporting obligations for each Contract Year under the Agreement. In the event of an audit by state or federal regulators or their agents or representatives, with respect to any Contract Year during or after the Term of the Agreement, CVS/caremark will provide all reasonable information requested by HAC, CCOG and Participating Groups or required by the auditor to respond to inquiries related to such audit, all of which will be provided at CVS/caremark’s then prevailing rates.
- (b) Special Post-Termination Services. Upon termination of this Agreement, CVS/caremark will, at Participating Group’s request, provide mutually agreed upon post-termination services at [REDACTED].
- (c) PHI Return or Destruction. Except as provided in Section 9.4(d) below, upon termination of this Agreement, for any reason, CVS/caremark shall, if feasible, return, destroy or require the destruction of all PHI created or received by CVS/caremark of Participating Group in connection with this Agreement.
- (d) PHI Retention. In the event that CVS/caremark determines that returning or destroying the PHI is not feasible, CVS/caremark may retain PHI, provided that CVS/caremark shall extend the protections contained in the Business Associate Obligations agreed to by CVS/caremark and Participating Group, a model of which is included in Attachment 1 to Exhibit E to this Agreement, in the Participating Group Addendum to such PHI and limit further uses and disclosures of such PHI to those purposes that make the destruction infeasible, for so long as CVS/caremark maintains such PHI.

9.5 Termination without Cause for Participating Groups.

- (a) A Legacy Group may terminate its respective Participating Group Addendum and its participation in this Agreement at any time without cause upon [REDACTED] days prior written notice to CVS/caremark.
- (b) Notwithstanding the forgoing, a Participating Group, that is not a Legacy Group, who terminates its Participating Group Addendum prior to the end of such Participating Group’s Initial Contract Term of three (3) years for any reason other than CVS/caremark’s material breach may terminate its respective Participating Group Addendum and its participation in this Agreement at any time upon [REDACTED] days prior written notice to CVS/caremark. [REDACTED] (the applicable fee referred to herein as the “Termination Fee”):

[REDACTED]	[REDACTED]

Each Participating Group that completes its Initial Contract Term and renews participation

in this Agreement or a consecutive subsequent agreement between the Parties shall be considered a Legacy Group. Legacy Groups are not subject to Termination Fees, except as provided in Section 9.5(d).

- (c) All Termination Fees shall be reasonably calculated by CVS/caremark [REDACTED]. The Termination Fee is intended to compensate CVS/caremark for services rendered in connection with Participating Groups unfulfilled Term. The Termination Fee shall not be deemed or characterized as a penalty but shall be treated as liquidated damages.
- (d) Any Participating Group that accepts the CVS/caremark ERP Option (i) shall no longer a Legacy Group; and (ii) shall not be eligible for termination without cause rights set forth in Sections 9.5(a) and 9.5(b) above until they have completed three (3) consecutive years without accepting an ERP Option.
- (e) Notwithstanding the foregoing, with [REDACTED] days prior written notice, a Participating Group may terminate participation in this Agreement due to [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

**10. Confidential and Proprietary Information.**

**10.1 Confidential Information.**

(a) Neither CVS/caremark, HAC, CCOG nor Participating Group, nor any of their officers, employees, advisors, agents or representatives of the foregoing shall disclose or make use of any Confidential Information of the other Parties except as permitted under this Agreement without the prior written consent of the Party owning such Confidential Information, which consent may, *inter alia* be conditioned upon the execution of a confidentiality agreement prior to any disclosure to a third party. CVS/caremark, HAC, CCOG and Participating Group will disclose Confidential Information of another Party only to its officers, employees, advisors, agents or representatives who have a need to know the Confidential Information in order to accomplish the purpose of this Agreement and who (i) have been informed of the confidential and proprietary nature of the Confidential Information, and (ii) have agreed not to disclose it to others and to treat it in accordance with the requirements of this Section. Participating Group shall advise its officers, employees, advisors, agents, or representatives of the confidentiality provisions set forth in this Agreement and shall be liable for any breach of such confidentiality provisions by its officers, employees, advisors, agents, or representatives. Notwithstanding the foregoing, HAC and CCOG may provide commercially reasonable pricing information to prospective participating groups and their representatives provided that (i) the information is identified as confidential and proprietary and (ii) prospective participating groups and their representatives are prohibited from disclosing such information to third-parties or using such information other than for the limited purposes of evaluating the appropriateness of the prospective participating group's becoming a Participating Group. In order to preserve and protect the confidential or proprietary nature of any Confidential Information and to prevent it from falling into the public domain or into the possession of persons not bound to maintain its confidentiality, each Party will handle the Confidential Information of each other with the same degree of care that it applies with respect to its own information that it considers as confidential and proprietary, but in no event with less than reasonable care.

(b) The foregoing shall not apply to such Confidential Information to the extent: (i) the information is or becomes generally available or known to the public through no fault of the receiving Party; (ii) the information was already known by or available to the receiving Party prior to the disclosure by the other Party on a non-confidential basis; (iii) the information is subsequently disclosed to the receiving Party by a third party who is not under any obligation of confidentiality to the Party who disclosed the information; (iv) the information has already been or is hereafter independently acquired or developed by the receiving Party without violating any confidentiality agreement or other similar obligation; or (v) the information is required to be disclosed pursuant to a valid court order and the order is either non-appealable or the timeframe for any such appeal has lapsed absent an appeal. If any Party is required to disclose the Confidential Information of another Party as part of a judicial process, government investigation, legal proceeding, or other similar process, such Party, if it is reasonably possible to do so, shall give such prior written notice to the other Party to allow the other Party to seek an appropriate protective order or modification of any disclosure.

(c) CVS/caremark considers the following information to be Confidential Information, however, it agrees that the following data fields may be disclosed by Participating Group, HAC or CCOG:

- (i) Eleven Digit NDC
- (ii) Fill Date
- (iii) Quantity Dispensed
- (iv) Days' Supply
- (v) Mail/ Retail Channel Indicator
- (vi) Generic/Brand/Compound/Specialty Indicator
- (vii) Formulary Status Indicator
- (viii) DAW Indicator
- (ix) Zero Balance Due Indicator
- (x) National Council for Prescription Drug Programs (NCPDP) / National Association of Boards of Pharmacy (NABP) / NIC Number / of Dispensing Pharmacy
- (xi) Copay Tier Indicator

(d) Any unauthorized disclosure or use of Confidential Information including but not limited to, the sharing of this Agreement, any of the financial terms related to this Agreement, or Claims tapes containing Confidential Information with any consulting agents, advisors, brokers, or any other third party, would cause CVS/caremark, HAC, CCOG or Participating Group immediate and irreparable injury or loss that may not be adequately compensated with money damages. Accordingly, if CVS/caremark, HAC, CCOG or Participating Group fails to comply with this Section 10 with respect to a Party's Confidential Information, such Party will be entitled to specific performance including immediate issuance of a temporary restraining order or preliminary injunction enforcing this Agreement, and to judgment for Losses caused by the breach, and to any other remedies provided by Law.

(e) Authorization to Release Data to HAC-Designated and/or Participating Group-Designated Third Party Service Providers. Participating Group hereby authorizes CVS/caremark to disclose Confidential Information and other data, including Claims, utilization, eligibility, and cost data to Participating Group's designated health benefit plan(s), consultants, auditors and third party service provider(s) (each a "Participating Group Service Provider") so that such Participating Group Service Provider may provide services to Participating Group with regard to such Confidential Information and data. HAC and Participating Group hereby authorizes CVS/caremark to disclose Confidential Information and other data, including Claims, utilization, and cost data to HAC's designated consultants, auditors and third party service provider(s) (each a "HAC Service Provider") so that such

HAC Service Provider may provide services to HAC with regard to such Confidential Information and data and this Agreement. Participating Group and HAC acknowledges that any such disclosures shall be subject to the execution of a separate confidentiality agreement by CVS/caremark and the Participating Group Service Provider or HAC Service Provider, as applicable, which shall govern the disclosure and use of such Confidential Information as between CVS/caremark and Participating Group Service Provider or HAC Service Provider, as applicable. Participating Group and HAC each authorizes CVS/caremark to provide Confidential Information to the respective Participating Group Service Provider or HAC Service Provider for whatever time periods CVS/caremark holds the Confidential Information and other data or until Participating Group or HAC revokes their respective authorization in writing. Participating Group acknowledges and agrees that to the extent any data disclosed to a Participating Group Service Provider includes Plan Participant information, including PHI, such Plan Participant information shall be disclosed by CVS/caremark on behalf of Participating Group and subject to the Business Associate Agreement between Participating Group and Participating Group Services Provider. Participating Group acknowledges that Participating Group Services Provider is not a downstream business associate of CVS/caremark for any purpose in connection with any such disclosure of data or Confidential Information. Participating Group agrees that CVS/caremark and its Affiliates, and each of their respective officers, directors, employees and agents, will have no liability arising, in whole or in part, from: (i) the release of Confidential Information or PHI by CVS/caremark to a Participating Group Service Provider pursuant to Participating Group's direction, and in accordance with this Section 10.1(e); or (ii) the use or subsequent release of Confidential Information or PHI by Participating Group Service Provider or Participating Group. HAC agrees that CVS/caremark and its Affiliates, and each of their respective officers, directors, employees, and agents, will have no liability arising, in whole or in part, from: (x) the release of Confidential Information by CVS/caremark to a HAC Service Provider pursuant to HAC's direction, and in accordance with this Section 10.1(e); or (y) the use or subsequent release of Confidential Information by HAC Service Provider or HAC.

(f) Public Records Acts. Notwithstanding the foregoing provisions in this Section 10, CVS/caremark, HAC and CCOG acknowledge that for any Participating Group that is a public entity subject to state Laws governing disclosure of public records (referred to for this provision as a "Public Entity Participating Group"), the following terms apply. Public Entity Participating Group agrees that the confidential and proprietary information of CVS/caremark which is in writing and marked as confidential and proprietary, shall be afforded protection under applicable Law. Prior to disclosing such confidential and proprietary information of CVS/caremark, HAC or CCOG, Public Entity Participating Group shall immediately notify CVS/caremark, HAC and/or CCOG, as applicable of any requests for information made by a third party pursuant to applicable state statute or local ordinance and shall further provide CVS/caremark, HAC and/or CCOG, as applicable, sufficient time to claim applicable exemptions and/or designate those portions of this information that constitute proprietary information exempt from disclosure under applicable state statute or local ordinance. Public Entity Participating Group further acknowledges that it will not release any information identified by CVS/caremark HAC and/or CCOG, as applicable, as exempt from disclosure without first providing notice to CVS/caremark HAC and/or CCOG, as applicable, of such intent and allowing CVS/caremark HAC and/or CCOG, as applicable, to seek judicial relief to prevent such disclosure. Public Entity Participating Group agrees not to oppose any action of CVS/caremark HAC and/or CCOG, as applicable, to obtain a declaratory judgment or other appropriate remedy. If a court thereafter determines that Public Entity Participating Group is legally required to disclose such proprietary information, Public Entity Participating Group shall disclose the minimum required pursuant to the court order.

10.2 Proprietary Information to CVS/caremark. HAC, CCOG and Participating Group acknowledge that the Elected Formulary is proprietary to CVS/caremark. Further, all CVS/caremark databases, as well

as the software, hard coding, and logic used to generate the compilations of information contained in CVS/caremark's Claims adjudication system and in all other databases developed by CVS/caremark or its designees in connection with performing Services, and the format of all reports, printouts, and copies, and any prior and future versions thereof by any name, are the property of CVS/caremark and are protected by copyright which shall be owned by CVS/caremark. HAC, CCOG and Participating Group acknowledge that certain information contained in Claims data is considered Confidential Information of CVS/caremark, including costs and pricing information, and is proprietary to CVS/caremark.

**11. Indemnification.**

- 11.1 CVS/caremark shall defend, indemnify and hold harmless HAC, CCOG and Participating Group and each of its officers, directors, employees, and Affiliates (the "Indemnified Parties") from and against any and all Losses incurred by any Indemnified Parties to the extent arising out of or relating to CVS/caremark's negligence or breach of its obligations or warranties set forth in this Agreement, except to the extent such Losses are caused by the negligence or willful misconduct of any Indemnified Parties.
- 11.2 HAC, CCOG, to the extent permitted by applicable law, and Participating Group, respectively, shall defend, indemnify and hold harmless CVS/caremark and each of its officers, directors, employees, subsidiaries and Affiliates (the "CVS/caremark Parties") from and against any and all Losses incurred by any CVS/caremark Parties to the extent arising out of or relating to (i) Participating Group's negligence or breach of its obligations or warranties set forth in this Agreement, except to the extent such Losses are caused by the negligence or willful misconduct of any CVS/caremark Parties, (ii) HAC or CCOG's respective negligence or breach of its obligations or warranties set forth in this Agreement, except to the extent such Losses are caused by the negligence or willful misconduct of any CVS/caremark Parties, (iii) any legal defects in the design of the Plan, or (iv) any deficiencies in the PDD approved by Participating Group. For the avoidance of doubt, neither HAC, nor CCOG, nor any Participating Group shall indemnify CVS/caremark for Losses to CVS/caremark due to the negligence or willful misconduct of another Party.
- 11.3 The Party seeking indemnification shall notify the Party from whom indemnification is sought in writing within thirty (30) days of the assertion of any claim or the commencement of any action or proceeding for which indemnity may be sought under this Agreement. Failure to notify the indemnifying Party shall not result in the waiver of indemnity rights with respect to such claim, suit, action or proceeding unless such failure materially prejudices the ability of the indemnifying Party to defend such claim, suit, action or proceeding. The Party seeking indemnification and the indemnifying Party shall cooperate with each other in the defense and settlement of any such claim, action or proceeding.

**12. General Provisions.**

- 12.1 Assignment. HAC, CCOG and Participating Group may not assign this Agreement without the prior written consent of CVS/caremark, provided such consent will not be unreasonably withheld. However, HAC, CCOG or CVS/caremark may assign this Agreement or delegate the duties to be performed under this Agreement without the consent of Participating Group to any of its subsidiaries or affiliates at any time, or as part of a sale of all, or substantially all, of the assets to which this Agreement pertains.
- 12.2 Pricing Assumptions.



any Participating Pharmacy or its agents or employees.

- (d) In accordance with the terms of this Agreement including Section 1.6, CVS/caremark shall rely on Medi-Span to determine AWP or National Average Drug Acquisition Cost (NADAC) for purposes of establishing the pricing provided to Participating Group under this Agreement. HAC, CCOG and Participating Group acknowledge that CVS/caremark does not establish AWP, NADAC or other available industry pricing benchmark methodologies (e.g., “Wholesale Acquisition Costs”), and CVS/caremark shall have no liability to Participating Group arising from the use of such pricing services.

12.6 General. Except as otherwise provided herein, this Agreement may not be modified except in a writing signed by CVS/caremark and HAC with consultation from CCOG. If any provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms. This Agreement, including all documents and Exhibits referred to herein and attached hereto and with respect to each Participating Group, its respective Participating Group Addendum, constitute the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings or contracts between the parties regarding the subject matter of this Agreement, including, but not limited to, that certain Amended & Restated Prescription Benefit Services Agreement, among CVS/caremark, HAC and CCOG dated January 1, 2019, and constitute the entire agreement existing between CVS/caremark, HAC and CCOG with respect thereto. No waiver or discharge of any breach of this Agreement shall be effective unless it is in writing and signed by the Party granting such waiver or discharge. Any waiver of any breach of any provision of this Agreement shall not be a waiver of any subsequent breach of any provision of this Agreement. The terms and conditions of this Agreement are the result of an arm’s length negotiations between CVS/caremark, HAC and CCOG and CVS/caremark, HAC and CCOG have had the opportunity to obtain the advice of legal counsel regarding the negotiations and execution of this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the Parties and shall not in any way affect the meaning or interpretation of this Agreement.

12.7 Governing Law/Venue. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Delaware (without regard to its conflict of laws rules). Any suit brought hereunder (including any action to compel arbitration or to enforce any award or judgment reentered thereby) shall be brought in federal court in the Northern District of Ohio. Each Party agrees that any such court shall have *in persona* jurisdiction over it and consents to service of process in any manner authorized by applicable Law.

12.8 Dispute Resolution.

- (a) Step 1 – Before resorting to other remedies available to them, HAC, CCOG or Participating Group, as applicable, and CVS/caremark shall attempt to resolve any dispute arising out of this Agreement by negotiations between executives who have authority to settle the controversy. All reasonable requests for information made by one Party to the other will be honored. CVS/caremark agrees to disclose relevant information to HAC, CCOG or Participating Group, as applicable, necessary to resolve the dispute, excluding any privileged information such as trade secrets or agreements subject to confidentiality provisions.
- (b) Step 2 - Any dispute concerning a question of fact arising under the terms of this Agreement, which is not disposed of within a reasonable period of time by CVS/caremark and HAC,

CCOG, or Participating Group or such applicable Party's representatives under Step 1, shall be brought to a three member panel for resolution. One panel member shall be chosen by CVS/caremark, one by HAC, CCOG or Participating Group, as applicable, and an independent member shall be chosen by HAC, CCOG or Participating Group, as applicable, and CVS/caremark that is acceptable to the Parties involved in the dispute. The Parties involved in the dispute agree to pursue resolution of any disputes via this three member panel using dispute resolution mechanisms that are mutually agreeable to the Parties.

- (c) Each Party reserves the right to seek from a court with proper jurisdiction equitable, interim, or provisional relief to avoid irreparable harm. To the extent there exists a non-material breach, HAC, CCOG, Participating Group and CVS/caremark agree that, the existence of a dispute notwithstanding, each Party will continue without delay to carry out all their responsibilities under this Agreement which are not affected by the dispute.

12.9 Notices. Any notice given under this Agreement shall be given in writing, and sent by hand delivery, facsimile transmission (receipt confirmed), overnight courier that provides confirmation of delivery, or certified mail, return receipt requested, to the applicable Party at its address set forth below:

If to CVS/caremark:

CAREMARKPCS HEALTH, L.L.C.  
2211 Sanders Road  
Northbrook, Illinois 60062  
Attn: Vice President and Senior Counsel,  
Healthcare Services  
Fax No: (847) 559-4879

If to Participating Group:

Address of Participating Group as identified  
in Addendum H.

With a copy to:

9501 E. Shea Blvd.  
Scottsdale, AZ 85260  
Attn: Senior Vice President, Health Care  
Services  
Fax No: (480) 391-4704

With a copy to:

HEALTH ACTION COUNCIL  
6133 Rockside Rd Suite 210  
Independence, OH 44131  
Attn: President and CEO  
Fax No: (216) 328-1215

If to CCOG:

The Cooperative Council of Governments  
6001 Cochran Road, Suite 333  
Cleveland, OH 44139  
Attn: Secretary to the Board  
Fax No: \_\_\_\_\_

If to HAC:

HEALTH ACTION COUNCIL  
6133 Rockside Rd Suite 210  
Independence, OH 44131  
Attn: President and CEO  
Fax No: (216) 328-1215

or to such other address or to the attention of such other person as each Party may designate in writing pursuant to this Section 12.9. Written notices shall be deemed received on the date actually delivered to the other Party.

12.10 Commercially Unavailable Products. This Agreement does not require CVS/caremark to dispense those products to which CVS/caremark has no commercially reasonable access.

12.11 Independent Contractors. Nothing contained herein shall be deemed or construed by the Parties hereto, or by any third party, as creating a relationship of employer and employee, principal and agent, or joint venture of the Parties hereto; it being understood and agreed that no provision contained in this Agreement nor any acts of the parties hereto shall be deemed to place CVS/caremark in any relationship with HAC, CCOG and Participating Group other than as an independent contractor.

12.12 Third Party Beneficiary. This Agreement has been entered into solely for the benefit of HAC, CCOG and CVS/caremark and is not intended to create any legal, equitable, or beneficial interest in any third party or to vest in any third party any interest as to enforcement or performance, including but not limited to, Participating Pharmacies or Plan Participants.

The Participating Group Addendum has been entered into solely for the benefit of Participating Group and CVS/caremark and is not intended to create any legal, equitable, or beneficial interest in any third party or to vest in any third party any interest as to enforcement or performance, including but not limited to, Participating Pharmacies or Plan Participants.

12.13 Government Programs. To the extent required by applicable Law or contractual commitment, Participating Group agrees to fully and accurately disclose and report to Medicare, Medicaid or other government health care program any discount or Rebate or other credit received by Participating Group under this Agreement, whether reflected in the fees for the products and services or otherwise provided hereunder, as discounts against the price of the drugs under all applicable state or federal programs that provide reimbursement to Participating Group for products or services provided by CVS/caremark. It is the intention of the Parties, that for purposes of the Federal Anti-kickback Statute, any discount, Rebate or other Participating Group Credits shall constitute and be treated as discount against the price of drugs within the meaning of 42 U.S.C. §1320a-7b(b)(3)(A).

12.14 Government Program Business. Participating Group represents and warrants that:

- (a) it is not a party to a risk contract under Sections 1876(g) or 1903(m) of the Social Security Act;
- (b) it is not a Medicare Part C health plan that receives a capitated payment from Medicare and has its total Medicare beneficiary cost sharing approved by the Centers for Medicare and Medicaid Services under Section 1854 of the Social Security Act; or
- (c) it does not provide or arrange for items and services for Medicaid enrollees in accordance with a risk-based contract with a state agency subject to the upper payment limits in 42 C.F.R § 447.361 or an equivalent payment cap approved by the U.S. Secretary of Health and Human Services.

12.15 Survival. Sections 2.12 (Reports, Claims Data and SSAE16), 2.18 (Performance Guarantees), 3 (Maintenance of Records), 4 (Use of Deidentified Data), 6.3 (Control of Plan), 7.2 (Payment), 8 (Pharmaceutical Contracts and Rebates), 9.4 (Obligations Upon Termination), 10 (Confidential and Proprietary Information), 11 (Indemnification), 12.5 (Limitation of Liability) and 12.15 (Survival) shall survive the termination or expiration of this Agreement. Section 5 (Audit Rights) shall survive termination or expiration of this Agreement for audits that are initiated within two (2) years after such termination or expiration.

12.16 Use of Name. Each Party shall use the other Parties' name, logo, and trademark only in the manner specified by the other Party in writing, or as expressly permitted by this Agreement.

- 12.17 Third Party Recoveries. CVS/caremark shall use reasonable commercial efforts to distribute among its clients recoveries received from third parties during the Term to the extent such recoveries may reasonably be allocated to CVS/caremark's clients based on the utilization of products by Plan Participants. CVS/caremark may offset its reasonable costs arising from collection and distribution of such recovery, including reasonable attorneys' fees and expenses. CVS/caremark shall have no obligation to initiate or participate in any legal proceeding seeking third party recoveries. Such expenses will be allocated among all CVS/caremark clients affected or impacted on a prorated basis against the amount of the recovery.
- 12.18 Existing Relationship/New Opportunities.
- (a) HAC and CCOG each acknowledge that CVS/caremark has pre-existing relationships with other coalitions and purchasing collectives to which CVS/caremark provides similar services as contemplated by this Agreement.
  - (b) HAC and CCOG acknowledge that CVS/caremark may, either through such coalition and relationships, purchasing coalitions or collectives on its own initiative, pursue new business opportunities and nothing contained herein shall prevent CVS/caremark from acting as pharmacy benefit management service provider for such opportunities in the event HAC, CCOG, CVS/caremark, or CVS/caremark's existing coalitions choose to submit bids or pursue such opportunities.
  - (c) CVS/caremark will not initiate contact with a Participating Group with the purpose of moving Participating Group to another CVS/caremark coalition, purchasing collective or on a direct basis during the Term of this Agreement; for the avoidance of doubt, either HAC or CVS/caremark may contact a Participating Group during the Term regarding prescription benefit management services to be provided after the Term of this Agreement. Notwithstanding the foregoing, if a consulting firm or Participating Group requests a pricing proposal from CVS/caremark, CVS/caremark may submit a bid or pursue such opportunity which may be for a period overlapping the Term of this Agreement.
  - (d) HAC will not make a recommendation to Participating Group's regarding either of its two endorsed providers of prescription benefit services that influences a Participating Group selection process of prescription benefit services. For the avoidance of doubt, this does not prohibit HAC from providing pricing analysis or information regarding the two endorsed providers.
- 12.19 Authority. CVS/caremark, HAC and CCOG each represents and warrants that it has the necessary power and authority to enter into this Agreement and to consummate the transactions contemplated by this Agreement.
- 12.20 HAC Membership Requirement. In the event that a Participating Group is no longer in good standing with HAC or ceases membership in HAC, such Participating Group (at that time becoming a former Participating Group) shall no longer receive the pricing described herein. HAC shall provide written notice to CVS/caremark of such Participating Groups change in status. CVS/caremark shall provide HAC the revised pricing as soon as practicable but no longer than fifteen (15) business days after CVS/caremark's receipt of written notice from HAC. CVS/caremark shall implement such pricing changes within thirty (30) days of HAC's written notice to move forward with implementation except for changes in the 4<sup>th</sup> quarter which will be implemented on a mutually agreeable timeline. In such event, CVS/caremark shall revise such Participating Group's pricing to reflect current, going rates and underwriting practices for similar-sized employer clients. The Parties acknowledge and agree that in order to determine whether the pricing Participating Group receives is reflective of similar-sized employer clients, CVS/caremark will evaluate the following factors: the mail and retail pricing for brand and generic drugs, pricing for specialty drugs, administrative fees, rebates, other relevant factors (such as mail, generic and specialty utilization) and Plan design. CVS/caremark will use



include, without limitation, coverage for unauthorized access, denial of service attacks, computer viruses, transmission of malicious code, and failure of security; breach of privacy and the failure to protect and disclosure of personally identifiable information, payment card information and health information; violation of any Law in connection with the protection of information including fines and penalties to the extent allowed by applicable Law; notification and crisis management costs, identity theft monitoring and regulatory defense, at the CVS/caremark expense. CVS/caremark will offer identity theft monitoring at CVS/caremark's expense when a breach of PHI/PII has been caused by CVS/caremark, which compromises the Plan Participant's financial identity and the Participating Group's request identity theft monitoring from CVS/caremark. Proof of such insurance will be provided to HAC and CCOG not later than October 1, 2021, and to Participating Groups upon Participant Group's request.

13. **Exhibits.** The following Exhibits are hereby incorporated into and made a part of this Agreement:

<b><u>Exhibit</u></b>	<b><u>Description</u></b>
A	Financial Terms
B	Audit Guidelines
C	Performance Guarantees
D	Specialty Fee Schedule
E	Form of Addendum
F	Preventive Care Drugs
G	ERISA Appeals
H	Medicare Part D Subsidy
I	Maintenance Choice Program
J	Vaccine Program Terms and Conditions
K	CVS/caremark Standard Reports
L	Point Solutions Management

\* \* \* \* \*

[Signatures continue on next page.]

The Parties hereto have caused this Prescription Benefit Services Agreement to be executed by their duly authorized representatives.

**CAREMARKPCS HEALTH, L.L.C.**

**HEALTH ACTION COUNCIL**

By: *Peter Dzien*

By: *[Redacted Signature]*

Its VP, Employer Sales

Its President & CEO

Date: April 7, 2021

Date: April 5, 2021

LEGAL  
PHW  
REVIEW

**THE COOPERATIVE COUNCIL  
OF GOVERNMENTS**

**EQUALIS GROUP LLC (solely with  
respect to Section 5.2 of Exhibit A of  
this Agreement)**

By: *Alan C. Myer*

By: *David J. Akers*

Its Board President

Its Executive Vice President

Date: 3/31/21

Date: 2021.04.05

**Exhibit A**  
**Financial Terms**

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CVS/caremark shall make available the financial terms described in Attachment A-1 to eligible Participating Groups as follows:

- (i) Effective July 1, 2021, for Legacy Groups electing the ERP Option;
- (ii) Effective January 1, 2022, for Legacy Groups not electing the ERP Option and Participating Groups with a January 1, 2022 Commencement Date; or
- (iii) For Participating Groups with a Commencement Date after January 1, 2022, the financial terms described herein shall be effective the first day of the next calendar month following thirty (30) days of CVS/caremark's receipt of an executed Participating Group Addendum.

Prior to implementation, each Participating Group shall notify CVS/caremark of the pricing option within Attachment A-1 it has elected.

**All pricing options shall have the following Clinical Programs and Services, Special Fees, and Participating Group Credits:**

**1. Clinical Programs and Services.**

The clinical services and programs offered by CVS Caremark are set forth in Attachments 1 and 2 to Exhibit A. For the clinical services and programs elected by Participating Group in the PDD or otherwise in writing, Participating Group shall pay to CVS Caremark the fees set forth in Attachments 1 and 2 to Exhibit A.

The fees, expenses or charges for clinical programs identified in Attachments 1 and 2 to Exhibit A shall supersede all other commitments or agreements described in any previous document, or Agreement.

**2. Special Fees:**

2.1 CVS/caremark computer services, analytical and ad hoc services shall be provided as mutually agreed upon at CVS/caremark's prevailing rate, which is [REDACTED] per [REDACTED]

2.2 For each Participating Group, CVS/caremark shall bulk ship initial implementation kits to up to [REDACTED] locations [REDACTED] to Participating Group. Postage for bulk shipments to additional locations or distribution of implementation kits directly to Plan Participants shall be [REDACTED]. Distributions to Plan Participants who become eligible under the Plan after the effective date of this Agreement, or any reprints or customization of any communication materials shall be [REDACTED].

**3. Participating Group Credits:**

This Section 3 of Exhibit A and Section 4 of Attachment A-1 set forth various Rebates and credits to be paid or credited by CVS/caremark to HAC (collectively "Participating Group Credits"). It is the intention of the Parties that, for purposes of the Federal Anti-Kickback Statute, these Participating Group Credits shall constitute and shall be treated as discounts against the price of drugs within the meaning of 42 U.S.C. 1320a 7b(b)(3)(A).

In addition, Participating Group acknowledges and agrees that, as a condition to its right to receive Participating Group Credits from CVS/caremark, all Participating Group Credits received shall be used exclusively for providing benefits to Plan Participants of the Plan and defraying the reasonable expense of administering the Plan.

3.1 Implementation Credit. CVS/caremark will provide an Implementation Credit in an amount up to [REDACTED] to CVS/caremark to defray certain transition costs associated with moving eligible Participating Group's business from its current pharmacy benefit manager vendor to CVS/caremark. Notwithstanding the foregoing, if CVS/caremark is the current pharmacy benefit manager for Participating Group as of the Commencement Date of such Participating Group's Participating Group Addendum, then such Participating Group is not eligible for this credit. This Implementation Credit can be used to offset typical and/or mutually agreed upon implementation costs in transferring from the current provider to CVS/caremark. Participating Group shall be responsible for all transition and implementation expenses in excess of the Implementation Credit provided to Participating Group as set forth above. Examples of transition and implementation expenses include [REDACTED]

[REDACTED]. Identification of the costs shall occur no later than six (6) months after the Participating Group's Commencement Date. For those eligible expenses directly incurred by Participating Group, Participating Group shall provide CVS/caremark with documentation of such expenses actually incurred in the form of an invoice, an account statement, or other detailed documentation. For agreed upon implementation or transition Services provided by CVS/caremark towards this credit, CVS/caremark will provide expense detail for such items. If Participating Group terminates participation in this Agreement prior to the expiration of its Initial Contract Term for any reason (other than CVS/caremark's breach) or if CVS/caremark terminates Participating Group's participation in this Agreement as a result of Participating Group's breach, [REDACTED]

[REDACTED]. The Parties acknowledge and agree that the payments or credits provided by CVS/caremark are commercially reasonable and necessary Services related to the implementation of this Agreement and represent fair market value for the Services provided.

3.2 General Administrative Credit - CVS/caremark agrees to provide each Participating Group an annual credit in the amount up to (i) [REDACTED] for [REDACTED] and (ii) [REDACTED] for [REDACTED] during the Initial Term of this Agreement (the "General Administrative Credits") which will be available for use during the Contract Year in which it was provided. The initial number of Plan Participants shall be based on the information available to CVS/caremark during the pricing request process. For all Participating Groups, Participants shall be based on the number of Plan Participants enrolled on January 1<sup>st</sup> of each Contract Year. This General Administrative Credit is used to offset certain expenses incurred by Participating Group in the administration of Participating Group's prescription benefit plan or for services provided by CVS/caremark during each Contract Year. In addition, this credit may be applied to offset [REDACTED]

[REDACTED]. Participating Group will be requested to provide reasonable documentation of expenses incurred that are to be applied to this credit. Each Participating Group may request to have the General Administrative credit applied to their monthly invoices on a pro rata basis after submitting qualified expenses. If Participating Group's participation in this Agreement with CVS/caremark is terminated prior to the expiration of the Initial Term for any reason (other than CVS/caremark's breach), or if CVS/caremark terminates Participating Group's participation in this Agreement as a result of such Participating Group's breach, [REDACTED]



The parties acknowledge that individual Participating Groups utilizing Aetna Medical for medical plan administration services may be eligible for [REDACTED].

It is the intention of the Parties that, for purposes of the Federal Anti-Kickback Statute, this Alignment Credit shall constitute and shall be treated as discounts against the price of drugs within the meaning of 42 U.S.C. 1320a 7b(b)(3)(A). This Alignment Credit may be applied to clinical programs provided by CVS Caremark during the Initial Term of the Agreement and is available for use during the Contract Year in which it is provided. This Alignment Credit shall be paid to Participating Group as a credit, which will be applied to Participating Group’s monthly invoices. If the Participating Group Addendum is terminated prior to the expiration of the Initial Term for any reason other than CVS Caremark’s breach, or if CVS Caremark terminates the Participating Group Addendum as a result of Participating Group’s breach, [REDACTED].

**4. Administrative Fees Paid by Participating Group to CVS/caremark for Prescription Claims Invoice and Payment Frequency.**

4.1 CVS/caremark shall issue Participating Group an invoice for Prescription Claims on the applicable schedule as set forth below:

Prescription Claims Invoice Issuance Frequency	Administrative Fee Per Claim
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

4.2 Participating Group shall pay CVS/caremark all invoiced amounts for Claims and administrative fees within the applicable time frame as set forth below after Participating Group receives an invoice from CVS/caremark:

Prescription Claims Invoice Payment Frequency	Administrative Fee Per Claim
[REDACTED]	[REDACTED]

**5. Administrative Fees**

5.1 Administrative Fees Paid by CVS/caremark to HAC. HAC acknowledges that it acts as a group purchasing organization, negotiating discounted purchasing arrangements for Participating Groups. Each Participating Group acknowledges that HAC may receive fees from CVS/caremark as a provider of services to Participating Groups. CVS/caremark shall pay HAC a [REDACTED] administrative fee of:

- (i) [REDACTED] (paid in [REDACTED] in [REDACTED]); and
- (ii) for Participating Groups that were Participating Groups before January 1, 2017: (x) [REDACTED] [REDACTED] for existing Participating Groups as of January 1, 2012 , or (y) [REDACTED] [REDACTED] for existing Participating Groups joining effective after January 1, 2012 and before January 1, 2017; and
- (iii) for new Participating Groups that become Participating Groups on or after January 1, 2017, [REDACTED].

For the purposes of this section, “Eligible Charges” means [REDACTED]. Such administrative fee shall be paid within [REDACTED] of the end of each [REDACTED] period. The parties acknowledge that this fee is paid to HAC in accordance with the provisions of 42 USC §1320a-7b(b)(3)(C). This fee may be adjusted [REDACTED] by an amendment to this Agreement.

**5.2 Administrative Fees Paid to Equalis Group.** CCOG represents and warrants that it acts as a group purchasing organization, negotiating discounted purchasing arrangements for Participating Groups through Equalis Group. Each Participating Group that participates through Equalis Group is considered an “EG Participating Group”. CCOG represents and warrants that Equalis Group has a written contract with each EG Participating Group that meets the requirements of 42 USC §1320a-7b(b)(3)(C). CCOG and Equalis Group represent and warrant the arrangement between these entities is not contrary to the Federal Anti-Kickback Statute (42 USC §1320a-7b) or any other applicable Law. CCOG and Equalis Group represent and warrant that the EG Participating Groups will have appropriate disclosures relating to the arrangement between these entities and that the fees received by these entities is reasonable compensation. EG Participating Group shall pay to CVS/caremark, and CVS/caremark agrees to remit to Equalis Group on EG Participating Groups’ behalf and at EG Participating Groups’ direction, an administrative fee (“EG Administrative Fee”), which shall be calculated on a [REDACTED] basis as detailed in the table below in [REDACTED] installments. CCOG hereby authorizes CVS/caremark to make such payment to Equalis Group. CVS/caremark agrees to remit to Equalis Group the EG Administrative Fee collected within [REDACTED] days of the end of each [REDACTED] provided, however, CCOG and Equalis Group acknowledge that CVS/caremark has no obligation to pay the EG Administrative Fee unless and until the EG Participating Group pays such amount to CVS/caremark. Equalis Group represents and warrants that it acts with the full authorization of CCOG and the EG Participating Groups as the administrative representative of Equalis Group and the EG Participating Groups. Each EG Participating Group acknowledges that Equalis Group may receive fees from CVS/caremark as a provider of services to EG Participating Groups and that the EG Administrative Fee may be adjusted, whether on a case by case or aggregate basis, by Equalis Group at any time by an amendment to this Agreement, with CVS/caremark’s written consent.

EG Participating Group Size	EG Administrative Fee per [REDACTED]
[REDACTED]	[REDACTED]

## Attachment 1 to Exhibit A PBM Services Schedule – Core Services

### CVS CAREMARK® FEE SCHEDULE – CORE SERVICES

Unless otherwise specified, the services outlined below are included at no additional cost for Participating Groups and Plan Participants.

PBM Services	
Included in Core Services	Included in Core Services
<b>PBM Benefit Administration</b>	<b>Plan Participant Services</b>
<ul style="list-style-type: none"> <li>○ Maintenance Choice</li> <li>○ Standard Preventive Drug List (HDHP)</li> <li>○ Standard Preventive Drug List (ACA)</li> <li>○ Benefit Automation</li> <li>○ Loading Participating Group Benefit Plan</li> <li>○ Plan Enhancements for Non-Covered Drugs (PENCD)</li> <li>○ Generic Substitution/DAW Penalties</li> </ul>	<ul style="list-style-type: none"> <li>○ Plan Participant Call Center – Available 24/7 (if applicable)</li> <li>○ Smartphone App and Web Tool</li> <li>○ Medication Pricing Tool Available Through Smartphone App</li> <li>○ Real Time Benefits</li> </ul>
<b>Standard Integration Accumulation</b>	<b>Participating Group Services</b>
<ul style="list-style-type: none"> <li>○ Integration with Standard NCPDP File Layout</li> <li>○ Outbound Transaction Support</li> <li>○ Inbound Transaction Support</li> <li>○ Priming Balance Support</li> <li>○ Connectivity Production Support</li> </ul>	<ul style="list-style-type: none"> <li>○ Account Management</li> <li>○ Implementation Support</li> <li>○ Participating Group Authorized Override</li> <li>○ Meetings to Discuss Program Performance</li> <li>○ Consultative Services</li> <li>○ Plan Participant Satisfaction Surveys</li> <li>○ Regulatory and Compliance Support (Line of Business Specific)</li> <li>○ Participating Group Education Materials on Key Healthcare Topics</li> <li>○ Post Reject Communications (PRC)</li> <li>○ Proactive Retail Refill Notice (mandatory mail)</li> </ul>
<b>Eligibility Support</b>	<b>Plan Participant Communication Materials</b>
<ul style="list-style-type: none"> <li>○ Administration of Eligibility</li> <li>○ Eligibility Verification &amp; Maintenance</li> <li>○ Standard file format</li> <li>○ Setup with Eligibility Provider</li> <li>○ Eligibility File Feeds (up to 2)</li> </ul>	<ul style="list-style-type: none"> <li>○ Initial Implementation Benefit Communication Materials               <ul style="list-style-type: none"> <li>▪ 2 Identification Cards</li> <li>▪ Standard Introductory Letter</li> <li>▪ Profile/Order Form</li> </ul> </li> <li>○ Standard Brochures</li> <li>○ Newsletters Content</li> <li>○ Standard Payroll Stuffers</li> <li>○ Fulfillment of Pre-Printed Communication Materials (bulk-shipped via ground service)</li> <li>○ Paper Claim Forms in Sufficient Quantities</li> <li>○ Clinical Program Plan Participant Letters (production and shipping)</li> </ul>
<b>Claims Processing Services</b>	
<ul style="list-style-type: none"> <li>○ Electronic Claims Adjudication for traditionally priced Participating Groups</li> </ul>	
<b>PBM Mail Service Pharmacy</b>	
<ul style="list-style-type: none"> <li>○ Use of CVS Caremark Mail Service Pharmacy</li> <li>○ Information System Infrastructure &amp; Maintenance</li> <li>○ Profile/Order Form and Return Envelope</li> <li>○ Plan Participant Counseling Label (drug specific)</li> <li>○ First Time Fill Prescription Processing</li> </ul>	

## Online Participating Group Access

- Online Services (On-site eligibility maintenance and prior authorization overrides - Viewing Plan Participant Claims History)
- Website Access Through Caremark.com Allowing Customized Dashboard Creation for Plan Participants

## Analytics & Reporting

### Included in Core Services

#### Analytic Support

- RxNavigator Self-Service Reporting Tool Suite (up to 10 Participating Group users)
- iTools Support (Internal Access for account team to generate Participating Group reports)
- Clinical Program Opportunity Analysis

### Included in Core Services

#### Analytic Support continued

- Account Team Supported Reporting
- Standard on-going claim files up to the contractually allowed amount

## Clinical Programs

### Included in Core Services

#### Clinical Solutions

- Pharmacy Advisor Support: Automatic Refill & Renewal Programs
- Diabetic Meter Program
- Standard Utilization Management Edits (e.g., quantity limits, step therapy)
- Pharmacy Advisor Support: Adherence to Drug Therapy
- Mail Order DAW Solution
- Fraud, Waste and Abuse

### Included in Core Services

#### Clinical Solutions continued

- Dose Optimization
- Pharmacy Advisor Support: Closing Gaps in Medication Therapy
- Retrospective Safety Review
- Point of Sale (POS) Drug Safety Alerts
  - Opioid Management

## Formulary

### Included in Core Services

#### Standard Formulary Administration

- Formulary Maintenance
- Template Exclusions Lists
- Hyperinflation Management

### Included in Core Services

#### Standard Formulary Administration continued

- Compound Management
- Point of Sale (POS) Estimated Rebate Program
- Rebate administration

## Specialty

### Included in Core Services

#### Specialty Clinical Solutions

- Specialty Starter Fill
- Specialty Guideline Management (SGM): Criteria Development & Maintenance (with exclusive Specialty Drug network)

### Included in Core Services

#### Specialty Support continued

- Specialty Expedite
- Specialty CareTeam
- Financial Assistance Counseling

- AccordantCare Specialty (Care Team Choice (CTC)) (Exclusive Specialty Drug Network Participating Groups)
  - Proactively supports and empowers Plan Participants with rare conditions to manage their whole condition, not just adherence to their medication (beyond traditional specialty pharmacy care). Plan Participants identified by CVS Specialty dispense for nine (9) specialty conditions.

#### Specialty Benefit Administration

- Specialty Copay Card Plan Designs
- Standard Specialty List

#### Specialty Support

- Specialty Connect
- Digital - Secure Messaging
- First-Time Fill Prescription Processing

#### Included in Core Services

#### Standard Digital Services

- Open Enrollment Links
- Caremark.com Configurations

- Exclusive Specialty Drug Network Grace Fill Plan Participant Letter (Under Plan Participant Communication Materials)

#### CVS Specialty® Pharmacy

- Use of CVS Caremark Specialty Pharmacy
- Information System Infrastructure & Maintenance
- Plan Participant Onboarding
- Plan Participant Counseling Label (drug specific)

**Attachment 2 to Exhibit A  
PBM Services Schedule – Additional Services**

**A. CVS CAREMARK FEE SCHEDULE – ADDITIONAL SERVICES**

The services outlined below are included at an additional cost for Participating Groups and Plan Participants

Enhanced Safety, Adherence and Gaps in Care Programs	Plan Participant Threshold, if any	Fee	Basis
Transform Care (Pre-Diabetes)		Quoted upon request	
Transform Care (Hypertension)		Quoted upon request	
Transform Care (Oncology)		Quoted upon request	
Next Generation Transform Diabetes Care <sup>1</sup>		See Note 1	
Drug Exclusion Plan Design (DEPD) <sup>2</sup>		See Note 2	
Pharmacy Advisor Counseling at CVS Pharmacy (Commercial/Exchange) <sup>3</sup>	<10,000 Plan Participants	████	████
	>10,000 Plan Participants	Quoted upon request	
Pharmacy Advisor Counseling All Channels (Commercial/Exchange) <sup>3</sup>	<10,000 Plan Participants	████	████
Pharmacy Advisor Counseling Retail All Channels (Commercial/Exchange) <sup>3</sup>	<10,000 Plan Participants	████	████
Medication Therapy Management: Commercial		████	████████
Prescription Safety Management		████	████
Drug Savings Review (DSR) (3:1 ROI over 1 year) <sup>4</sup>		████	████
Health Advisor (2:1 ROI over 2 year) <sup>5</sup>		\$████	████
HealthTag		Quoted upon request	
Well-Being Coaching	< 10,000 Plan Participants	████	████
	> 10,000 Plan Participants	████	████
Prior Authorization & Appeals	Plan Participant Threshold, if any	Fee	Basis
Initial Clinical Review			
Prior Authorization		████	████████
Automated Formulary Exceptions		█	████████
Clinical Formulary Exceptions		████	████████
Other Clinical Exceptions		████	████████
Internal CVS Caremark Physician (Non-ERISA Participating Groups)		████	█ ████
External Physician (Non-ERISA Participating Groups)		████	█ ████
Initial Non-Clinical Review			
Non-clinical Coverage Reviews		████	████████

Non-clinical Non-Automated Exceptions		████	████████
<b>Appeals</b>			
First Level Appeals		██	████████
Second Level Appeals		██	████████
Urgent Appeals (Combination of 1st & 2nd Level Appeals)		██	████████
External Review		██	████████
<b>Custom Formulary</b>	<b>Plan Participant Threshold, if any</b>	<b>Fee</b>	<b>Basis*</b>
<b>Custom Formulary and Maintenance</b> , including services such as: Custom UM Criteria Custom Exclusion Lists Custom Preventive Lists Custom Hyperinflation Management Custom Compound Management Net Cost Analysis and Consultation		████	████████
<b>Exclusive Specialty Drug Network</b>	<b>Plan Participant Threshold, if any</b>	<b>Fee</b>	<b>Basis</b>
<b>Specialty Guideline Management (SGM)</b>		██	████████
<b>Open Specialty Drug Network</b>	<b>Plan Participant Threshold, if any</b>	<b>Fee</b>	<b>Basis</b>
<b>Specialty Guideline Management (SGM)</b>		██	████████
<b>Additional Specialty Programs</b>	<b>Plan Participant Threshold, if any</b>	<b>Fee</b>	<b>Basis</b>
<b>Custom Specialty List</b>		██	████
<b>Custom Specialty Network</b>		██	████
<b>AccordantCare Rare</b> Proactively supports and empowers Plan Participants with rare conditions to manage their whole condition, not just adherence to their medication (beyond traditional specialty pharmacy care). Focus is across 19 specialty and non-specialty conditions. <i>**For Exclusive Specialty Drug Network Participating Groups, there is no PEMPM fee for Plan Participants identified via CVS Specialty pharmacy dispense for 9 specialty conditions. PEMPM = Per Engaged Member Per Month</i>	15K-150K Plan Participants 150K-300K Plan Participants 300K-500K Plan Participants 500K-1.5M Plan Participants 1.5M-3M Plan Participants	██ ██ ██ ██	████ ████ ████ ████
<b>AccordantCare Rare - Oncology</b> Add-on condition (optional)		██	████
<b>AccordantCare Rare – Chronic Kidney Disease</b> Add-on condition (optional)	15K-150K Plan Participants 150K-300K Plan Participants 300K-500K Plan Participants 500K-1.5M Plan Participants 1.5M-3M Plan Participants	██ ██ ██ ██	████ ████ ████ ████
<b>Site of Care</b>		██	████
<b>Custom Implementation Support (Eligibility)</b>	<b>Plan Participant Threshold, if any</b>	<b>Fee</b>	<b>Basis</b>
<b>Custom Eligibility File Format</b>		██	████
<b>Eligibility File Feeds (over 2)</b>		████	████████ █

<b>Pre-Implementation Materials</b>	<b>Plan Participant Threshold, if any</b>	<b>Fee</b>	<b>Basis</b>
Paper Identification Cards (more than 2 per household)		████	████
Custom Introductory Letter Custom Brochures Custom Payroll Stuffers		Quoted upon request	
<b>Post-Implementation</b>	<b>Plan Participant Threshold, if any</b>	<b>Fee</b>	<b>Basis</b>
<b>Shipping Options - Post Implementation</b> • Outside of implementation materials, CVS Caremark can ship ongoing Plan Participant communication materials in bulk to a single location for Plan Participant distribution or mail directly to Plan Participants.			
EOB (Post-imp, ad hoc, additional service)		████	████
Welcome Kit (post-imp)		████	████
ID Card Only		████	████
Any Other Letter B&W – (*up to four page) *each additional page over 4 +\$0.50		████	████
Any Other Letter Color – (*up to four page) *each additional page over 4 +\$0.50		████	████
Custom (includes 3+ color, non-letter format)		Quoted upon request	
• In addition to above charges, Participating Group customization of any existing standardized communication content adds an additional \$0.50 per letter for print			
<b>Vendor Transition Files</b>	<b>Plan Participant Threshold, if any</b>	<b>Fee</b>	<b>Basis</b>
Claims History Upon Termination (12 months of data)		████	████
Refill Transfers Upon Termination (one test and two production files)		████	████
Optional Pre-transition Open Refill Transfer (Contains all open refills)		████	████
Prior Authorization File Upon Termination		████	████
<b>Custom Integrated Accumulations</b>	<b>Plan Participant Threshold, if any</b>	<b>Fee</b>	<b>Basis</b>
Non-NCPDP File Format		Quoted upon request	
<b>Additional Services</b>	<b>Plan Participant Threshold, if any</b>	<b>Fee</b>	<b>Basis</b>
Claim Reprocessing (Minimum \$500 per request)		████	████
Custom Programming (includes Participating Group-specific data file formats, reporting, or IT systems work)		████	████
Claim History Files (prior 24 months of data)		████	████
Standard on-going claim files for additional vendors beyond the contractually allowed amount		████	████
Audit Claim History Files		████	████
Audit Claim Files for data over 24 months old		████	████

RxNavigator Self-Service Reporting Tool Licenses over 15 Participating Group users		████	████
Point Solutions Management		Quoted upon request	
<b>Digital Services</b>	<b>Plan Participant Threshold, if any</b>	<b>Fee</b>	<b>Basis</b>
Participating Group Specific Open Enrollment Site (digital links CVS Caremark provides to Participating Group are provided at no charge)		████	████
Additional Development		████	████

Charges for services not identified above and/or changes in financial terms resulting from a change in the scope of services shall be quoted upon request.

Pricing and availability for the programs noted above which are not implemented within twelve (12) months from the time of pricing negotiations are subject to change.

**NOTES:**

<sup>1</sup> Next Generation Transform Diabetes Care (“ngTDC”) additional terms and conditions, including conditions to the ROI, may apply.

	Per Member Per Month
Next Generation Transform Diabetes Care (ngTDC)	████

<sup>2</sup> Drug Exclusion Plan Design (DEPD) Fees

Drug Exclusion Plan Design (DEPD) <sup>2a</sup>	Per Net Paid Claim
	<b>Duexis and Vimovo Prior Authorization Fee Option <sup>2b</sup>:</b> ████ ████ ████ ████ ████
	<b>Drug Exclusion Plan Design – (Excludes Duexis / Vimovo) Fee <sup>2b</sup>:</b> ████ ████ ████ ████ ████

2a The default rate for net new CVS/caremark groups will be category 3  
2b Administrative Fees for Category 1-5 are group specific and based on utilization.

<sup>3</sup> Pharmacy Advisor Counseling Program Additional Terms:

- (a) Participating Group may terminate the Pharmacy Advisor Counseling Program by providing CVS Caremark at least [REDACTED] prior written notice.
- (b) The pricing described above for Pharmacy Advisor Counseling Program is based on the following conditions:
- (i) In the event Participating Group desires to include additional lines of business, implement a portion of the Plan Participants, or reduces the Plan Participants participating in the Pharmacy Advisor Counseling Program, CVS Caremark may revise pricing for the program;
  - (ii) Participating Group agrees to implement all of the current conditions in Pharmacy Advisor Counseling: Asthma/COPD, Breast Cancer, Depression, Diabetes, Cardiovascular conditions, and Osteoporosis; and
  - (iii) The above pricing reflects the current program and future program expansions may require an additional fee.
- (b) If Participating Group has more than 10,000 Plan Participants, [REDACTED]. For the purpose of this guarantee, the term “Clinical Program Term” means the twelve (12) month period following implementation of the Pharmacy Advisor Counseling Program.

This ROI is contingent upon Participating Group providing CVS Caremark with (a) the required prior year Plan Participant, Eligibility and Prescription data elements prior to calculation of the ROI if CVS Caremark was not Participating Group’s PBM in the calendar year prior to Participating Group’s implementation of the Pharmacy Advisor Counseling Program; and (b) sufficient and accurate eligibility information, which includes Plan Participant current telephone numbers.

The ROI savings calculation shall be determined as follows:

1. Medication Possession Ratio: If a Plan Participant’s Medication Possession Ratio is equal to or greater than [REDACTED] (i.e., the plan participant is “optimally adherent”) then the associated savings, which may include productivity savings, for each Plan Participant who is optimally adherent will be credited to the ROI guarantee based on the condition-specific savings identified in current peer reviewed clinical literature; and
2. Gaps in therapy closure: For each gap in therapy closed, (i.e., a first fill of a recommended drug) CVS Caremark will include the associated savings in its ROI guarantee.

Participating Group acknowledges and agrees that the estimated health care savings described above in paragraph 1 and 2, reflect an estimate of the healthcare costs presumed to be avoided through the actions of CVS Caremark to improve medication adherence and close gaps in care associated with certain chronic conditions that typically have high levels of medical costs. This amount will be an estimate of the healthcare costs avoided by the Plan through the associated condition-specific savings identified in current peer reviewed clinical literature.

CVS Caremark reserves the right to revise the ROI in the event of changes to Plan design or Plan Participant population that materially impacts the effectiveness of the Pharmacy Advisor Counseling Program. Participating Group acknowledges it shall not be eligible to receive an ROI savings guarantee under any other program, which includes adherence or closing gaps in therapy, during any period that Participating Group receives an ROI savings guarantee under the Pharmacy Advisor Counseling Program. In the event CVS Caremark fails to meet the ROI guarantee, CVS Caremark shall, within [REDACTED] after the close of the Clinical Plan Term, credit Participating Group for its portion of any ROI short-fall following the end of the applicable Clinical Program Term. Caremark’s maximum obligation under the ROI shall be the amount of fees paid by Participating Group during the Clinical Program Term.

<sup>4</sup> Drug Savings Review Additional Terms:

CVS Caremark guarantees that the gross savings realized from these services over the Clinical Program Year of the Agreement for the Drug Savings Review Program shall be [REDACTED] of the expense to Participating Group for these services over the Clinical Program Year. In the event CVS Caremark fails to meet the targeted savings, Participating Group shall be credited for any guaranteed savings short-fall following the end of the applicable Clinical Program Year, up to the amount of fees paid by Participating Group for the Drug Savings Review Program during the Clinical Program Year. “Clinical Program Year” means the twelve (12) month period commencing on the start date of the Drug Savings Review Program and each full consecutive twelve

(12) month period thereafter that the Drug Savings Review Program is provided. ROI does not apply if Participating Group has elected only the mail or retail components of Drug Savings Review Program.

<sup>5</sup> Health Advisor additional terms and conditions, including conditions to the ROI, may apply.

**\*DEFINITIONS:**

PMPM = Per Member Per Month

PEMPM = Per Engaged Member Per Month

**B. CVS CAREMARK FEE SCHEDULE – 3RD PARTY SERVICES**

The services outlined below are provided by 3<sup>rd</sup> party providers

Optional 3 <sup>rd</sup> Party Services	Plan Participant Threshold, if any	Fee	Basis
<p><b>PrudentRx Copay Optimization</b>                      PrudentRx’s offering minimizes the impact of manufacturer copay cards, targeting all Specialty Drugs, including highly utilized classes such as hepatitis C, autoimmune, oncology and multiple sclerosis, to drive maximum value for Participating Groups while providing Plan Participants with \$0 out-of-pocket costs.                      Participating Groups contract directly with PrudentRx for this service. Program costs are a percentage of shared savings billed monthly by PrudentRx. CVS Caremark does not charge any fees to Participating Group to support PrudentRx’s Copay Optimization services.</p>			Quoted upon request

**Attachment A-1**  
**FINANCIAL TERMS**

Prior to implementation, each Participating Group shall notify CVS/caremark of the pricing option below which it has elected in its Participating Group Addendum.

Participating Group Measurement for Tier Placement. No later than October 1 of each calendar year, CVS/caremark will determine and provide to HAC each Participating Group’s monthly average Plan Participant count from January through August of that calendar year. CVS/caremark will notify each Participating Group and HAC, of any Tier adjustments on or before November 1 of each calendar year and new Tier placement, when applicable, will be effective the first day of the subsequent calendar year. For Participating Groups new to the HAC and CVS/caremark, enrollment will be determined using available Participating Group data prior to implementation. Should the actual enrollment for the first three (3) months for such new Participating Groups materially differ from the implementation assumptions, CVS/caremark will have the right, upon notice to Participating Group and HAC, to re-assign the Tier and make equitable adjustments to reflect the new Tier’s rates.

1. [REDACTED] The pricing set forth in this Section 1 is referred to “[REDACTED]” or the “[REDACTED]”.
  - A. [REDACTED]
    - (i) [REDACTED]
    - (a) [REDACTED]

[REDACTED] <b>BRAND REINVESTED DISCOUNTS</b>		
<b>NON-SPECIALTY</b>		
<b>NATIONAL NETWORK - RETAIL 30<sup>2,3,4</sup></b>		
<b>FORMULARY</b>	<b>2TQ / 3TNQ</b>	<b>3TQ</b>
	<b>2022-2024</b>	<b>2022-2024</b>
Standard Control	[REDACTED]%	[REDACTED]%
Standard Control TGST/HPGST	[REDACTED]%	[REDACTED]%
Advanced Control Formulary	[REDACTED]%	[REDACTED]%
Value Formulary (Closed)	[REDACTED]%	[REDACTED]%
Opt Out Standard	[REDACTED]%	[REDACTED]%
Opt Out Standard TGST/HPGST	[REDACTED]%	[REDACTED]%
<b>ADVANCED CHOICE NETWORK<sup>2,3,4</sup></b>		
<b>FORMULARY</b>	<b>2TQ / 3TNQ</b>	<b>3TQ</b>

	<b>2022-2024</b>	<b>2022-2024</b>
Standard Control	█████%	█████%
Standard Control TGST/HPGST	█████%	█████%
Advanced Control Formulary	█████%	█████%
Value Formulary (Closed)	█████%	█████%
Opt Out Standard	█████%	█████%
Opt Out Standard TGST/HPGST	█████%	█████%
<b>EXCLUSIVE CHOICE NETWORK <sup>2,3,4</sup></b>		
<b>FORMULARY</b>	<b>2TQ / 3TNQ</b>	<b>3TQ</b>
	<b>2022-2024</b>	<b>2022-2024</b>
Standard Control	█████%	█████%
Standard Control TGST/HPGST	█████%	█████%
Advanced Control Formulary	█████%	█████%
Value Formulary (Closed)	█████%	█████%
Opt Out Standard	█████%	█████%
Opt Out Standard TGST/HPGST	█████%	█████%
<b>ACCESS BASED NETWORK <sup>2,3,4</sup></b>		
<b>&lt;30% Access</b>		
<b>FORMULARY</b>	<b>2TQ / 3TNQ</b>	<b>3TQ</b>
	<b>2022-2024</b>	<b>2022-2024</b>
Standard Control	█████%	█████%
Standard Control TGST/HPGST	█████%	█████%
Advanced Control Formulary	█████%	█████%
Value Formulary (Closed)	█████%	█████%
Opt Out Standard	█████%	█████%
Opt Out Standard TGST/HPGST	█████%	█████%
<b>30-50% Access</b>		
<b>FORMULARY</b>	<b>2TQ / 3TNQ</b>	<b>3TQ</b>
	<b>2022-2024</b>	<b>2022-2024</b>
Standard Control	█████%	█████%
Standard Control TGST/HPGST	█████%	█████%
Advanced Control Formulary	█████%	█████%
Value Formulary (Closed)	█████%	█████%
Opt Out Standard	█████%	█████%
Opt Out Standard TGST/HPGST	█████%	█████%
<b>50-70% Access</b>		
<b>FORMULARY</b>	<b>2TQ / 3TNQ</b>	<b>3TQ</b>
	<b>2022-2024</b>	<b>2022-2024</b>

Standard Control		
Standard Control TGST/HPGST		
Advanced Control Formulary		
Value Formulary (Closed)		
Opt Out Standard		
Opt Out Standard TGST/HPGST		
<b>&gt;70% Access</b>		
<b>FORMULARY</b>	<b>2TQ / 3TNQ</b>	<b>3TQ</b>
	<b>2022-2024</b>	<b>2022-2024</b>
Standard Control		
Standard Control TGST/HPGST		
Advanced Control Formulary		
Value Formulary (Closed)		
Opt Out Standard		
Opt Out Standard TGST/HPGST		
<b>RETAIL 90 <sup>2, 3, 4</sup></b>		
<b>FORMULARY</b>	<b>2TQ / 3TNQ</b>	<b>3TQ</b>
	<b>2022-2024</b>	<b>2022-2024</b>
Standard Control		
Standard Control TGST/HPGST		
Advanced Control Formulary		
Value Formulary (Closed)		
Opt Out Standard		
Opt Out Standard TGST/HPGST		
<b>MAIL / MAINTENANCE CHOICE</b>		
<b>FORMULARY</b>	<b>2TQ / 3TNQ</b>	<b>3TQ</b>
	<b>2022-2024</b>	<b>2022-2024</b>
Standard Control		
Standard Control TGST/HPGST		
Advanced Control Formulary		
Value Formulary (Closed)		
Opt Out Standard		
Opt Out Standard TGST/HPGST		
<b>SPECIALTY <sup>5, 6</sup></b>		
<b>FORMULARY</b>	<b>Exclusive</b>	<b>Open</b>
	<b>2022-2024</b>	<b>2022-2024</b>
Advanced Control Specialty (ACSF)		
Standard Control OPT IN		

Standard Control OPT OUT		
<b>SPECIALTY AT NON CVS RETAIL</b>	<b>Brands: AWP - █████% + \$████ per Claim dispensing fee</b>	<b>Brands: AWP - █████% + █████ per Claim dispensing fee</b>
<b>SPECIALTY AT RETAIL LIMITED DISTRIBUTION DRUGS</b>	<b>AWP - █████% + \$████ per Claim dispensing fee</b>	<b>AWP - █████% + \$████ per Claim dispensing fee</b>

<b>GENERIC AWP DISCOUNTS</b>	
<b>RETAIL <sup>2,3,4</sup></b>	
<b>GENERIC EFFECTIVE RATE GUARANTEE</b> Combined GER for Retail 30 & Retail 90 ALL NETWORKS	██████████ : AWP - █████% ██████████ : AWP - █████% ██████████ : AWP - █████% (MAC and Non-MAC Combined)
<b>NON-MAC GENERICS</b>	AWP - █████%

<b>MAIL / MAINTENANCE CHOICE</b>	
<b>GENERIC EFFECTIVE RATE GUARANTEE</b>	██████████ : AWP - █████% ██████████ : AWP - █████% ██████████ : AWP - █████% (MAC and Non-MAC Combined)
<b>NON-MAC GENERICS</b>	AWP - █████%

<b>SPECIALTY <sup>5,6</sup></b>		
<b>FORMULARY</b>	<b>Exclusive</b>	<b>Open</b>
	<b>2022-2024</b>	<b>2022-2024</b>
<b>SPECIALTY GENERIC DISCOUNT AT CVS HEALTH SPECIALTY INCLUDING SPECIALTY CONNECT</b>	AWP - █████%	AWP - █████%
<b>SPECIALTY GENERIC DISCOUNT AT NON CVS RETAIL</b>	AWP - █████% + \$████ per Claim dispensing fee	AWP - █████% + \$████ per Claim dispensing fee
<b>SPECIALTY AT RETAIL LIMITED DISTRIBUTION DRUGS</b>	AWP - █████% + \$████ per Claim dispensing fee	AWP - █████% + \$████ per Claim dispensing fee

<b>FEES</b>
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	<b>2022-2024</b>
Retail 30 Dispensing Fee	\$ [REDACTED] per Claim
Retail 90 Dispense Fee	\$ [REDACTED] per Claim
Mail Dispense Fee	\$ [REDACTED] per Claim
Electronic Claims Admin Fee	\$ [REDACTED] per Claim
Paper Claims Admin Fee	\$ [REDACTED] per Claim

**(b) Tier 2 (Traditional with Reinvested Rebates)**

<b>[REDACTED]</b>		
<b>BRAND REINVESTED DISCOUNTS</b>		
<b>NON-SPECIALTY</b>		
<b>NATIONAL NETWORK - RETAIL 30 <sup>2,3,4</sup></b>		
<b>FORMULARY</b>	<b>2TQ / 3TNQ</b>	<b>3TQ</b>
	<b>2022-2024</b>	<b>2022-2024</b>
Standard Control	[REDACTED]	[REDACTED]
Standard Control TGST/HPGST	[REDACTED]	[REDACTED]
Advanced Control Formulary	[REDACTED]	[REDACTED]
Value Formulary (Closed)	[REDACTED]	[REDACTED]
Opt Out Standard	[REDACTED]	[REDACTED]
Opt Out Standard TGST/HPGST	[REDACTED]	[REDACTED]
<b>ADVANCED CHOICE NETWORK <sup>2,3,4</sup></b>		
<b>FORMULARY</b>	<b>2TQ / 3TNQ</b>	<b>3TQ</b>
	<b>2022-2024</b>	<b>2022-2024</b>
Standard Control	[REDACTED]	[REDACTED]
Standard Control TGST/HPGST	[REDACTED]	[REDACTED]
Advanced Control Formulary	[REDACTED]	[REDACTED]
Value Formulary (Closed)	[REDACTED]	[REDACTED]
Opt Out Standard	[REDACTED]	[REDACTED]
Opt Out Standard TGST/HPGST	[REDACTED]	[REDACTED]
<b>EXCLUSIVE CHOICE NETWORK <sup>2,3,4</sup></b>		
<b>FORMULARY</b>	<b>2TQ / 3TNQ</b>	<b>3TQ</b>
	<b>2022-2024</b>	<b>2022-2024</b>
Standard Control	[REDACTED]	[REDACTED]
Standard Control TGST/HPGST	[REDACTED]	[REDACTED]
Advanced Control Formulary	[REDACTED]	[REDACTED]
Value Formulary (Closed)	[REDACTED]	[REDACTED]

Opt Out Standard		
Opt Out Standard TGST/HPGST		
<b>ACCESS BASED NETWORK <sup>2,3,4</sup></b>		
<b>&lt;30% Access</b>		
<b>FORMULARY</b>	<b>2TQ / 3TNQ</b>	<b>3TQ</b>
	<b>2022-2024</b>	<b>2022-2024</b>
Standard Control		
Standard Control TGST/HPGST		
Advanced Control Formulary		
Value Formulary (Closed)		
Opt Out Standard		
Opt Out Standard TGST/HPGST		
<b>30-50% Access</b>		
<b>FORMULARY</b>	<b>2TQ / 3TNQ</b>	<b>3TQ</b>
	<b>2022-2024</b>	<b>2022-2024</b>
Standard Control		
Standard Control TGST/HPGST		
Advanced Control Formulary		
Value Formulary (Closed)		
Opt Out Standard		
Opt Out Standard TGST/HPGST		
<b>50-70% Access</b>		
<b>FORMULARY</b>	<b>2TQ / 3TNQ</b>	<b>3TQ</b>
	<b>2022-2024</b>	<b>2022-2024</b>
Standard Control		
Standard Control TGST/HPGST		
Advanced Control Formulary		
Value Formulary (Closed)		
Opt Out Standard		
Opt Out Standard TGST/HPGST		
<b>&gt;70% Access</b>		
<b>FORMULARY</b>	<b>2TQ / 3TNQ</b>	<b>3TQ</b>
	<b>2022-2024</b>	<b>2022-2024</b>
Standard Control		
Standard Control TGST/HPGST		
Advanced Control Formulary		
Value Formulary (Closed)		
Opt Out Standard		

Opt Out Standard TGST/HPGST		
<b>RETAIL 90 2,3,4</b>		
<b>FORMULARY</b>	<b>2TQ / 3TNQ</b>	<b>3TQ</b>
	<b>2022-2024</b>	<b>2022-2024</b>
Standard Control		
Standard Control TGST/HPGST		
Advanced Control Formulary		
Value Formulary (Closed)		
Opt Out Standard		
Opt Out Standard TGST/HPGST		
<b>MAIL / MAINTENANCE CHOICE</b>		
<b>FORMULARY</b>	<b>2TQ / 3TNQ</b>	<b>3TQ</b>
	<b>2022-2024</b>	<b>2022-2024</b>
Standard Control		
Standard Control TGST/HPGST		
Advanced Control Formulary		
Value Formulary (Closed)		
Opt Out Standard		
Opt Out Standard TGST/HPGST		
<b>SPECIALTY 5,6</b>		
<b>FORMULARY</b>	<b>Exclusive</b>	<b>Open</b>
	<b>2022-2024</b>	<b>2022-2024</b>
Advanced Control Specialty (ACSF)		
Standard Control OPT IN		
Standard Control OPT OUT		
	<b>Brands: AWP - [REDACTED] + \$ [REDACTED] per Claim dispensing fee</b>	<b>Brands: AWP - [REDACTED] + \$ [REDACTED] per Claim dispensing fee</b>
<b>SPECIALTY AT NON CVS RETAIL</b>		
<b>SPECIALTY AT RETAIL LIMITED DISTRIBUTION DRUGS</b>	<b>AWP - [REDACTED] + \$ [REDACTED] per Claim dispensing fee</b>	<b>AWP - [REDACTED] + \$ [REDACTED] per Claim dispensing fee</b>
<b>GENERIC AWP DISCOUNTS</b>		
<b>RETAIL 2,3,4</b>		

<b>GENERIC EFFECTIVE RATE GUARANTEE</b> Combined GER for Retail 30 & Retail 90 ALL NETWORKS	[REDACTED] : AWP - [REDACTED] [REDACTED] : AWP - [REDACTED] [REDACTED] : AWP - [REDACTED] (MAC and Non-MAC Combined)
<b>NON-MAC GENERICS</b>	AWP - [REDACTED]

**MAIL / MAINTENANCE CHOICE**

<b>GENERIC EFFECTIVE RATE GUARANTEE</b>	[REDACTED] : AWP - [REDACTED] [REDACTED] : AWP - [REDACTED] [REDACTED] : AWP - [REDACTED] (MAC and Non-MAC Combined)
<b>NON-MAC GENERICS</b>	AWP - [REDACTED]

**SPECIALTY <sup>5,6</sup>**

<b>FORMULARY</b>	<b>Exclusive</b>	<b>Open</b>
	<b>2022-2024</b>	<b>2022-2024</b>
<b>SPECIALTY GENERIC DISCOUNT AT CVS HEALTH SPECIALTY INCLUDING SPECIALTY CONNECT</b>	AWP - [REDACTED]	AWP - [REDACTED]
<b>SPECIALTY GENERIC DISCOUNT AT NON CVS RETAIL</b>	AWP - [REDACTED] + \$ [REDACTED] per Claim dispensing fee	AWP - [REDACTED] + \$ [REDACTED] per Claim dispensing fee
<b>SPECIALTY AT RETAIL LIMITED DISTRIBUTION DRUGS</b>	AWP - [REDACTED] + \$ [REDACTED] per Claim dispensing fee	AWP - [REDACTED] + \$ [REDACTED] per Claim dispensing fee

**FEES**

	<b>2022-2024</b>
Retail 30 Dispensing Fee	\$ [REDACTED] per Claim
Retail 90 Dispense Fee	\$ [REDACTED] per Claim
Mail Dispense Fee	\$ [REDACTED] per Claim
Electronic Claims Admin Fee	\$ [REDACTED] per Claim
Paper Claims Admin Fee	\$ [REDACTED] per Claim

(c) Tier 3 (Traditional with Reinvested Rebates)

<b>BRAND REINVESTED DISCOUNTS</b>		
<b>NON-SPECIALTY</b>		
<b>NATIONAL NETWORK - RETAIL 30<sup>2,3,4</sup></b>		
<b>FORMULARY</b>	<b>2TQ / 3TNQ</b>	<b>3TQ</b>
	<b>2022-2024</b>	<b>2022-2024</b>
Standard Control	██████	██████
Standard Control TGST/HPGST	██████	██████
Advanced Control Formulary	██████	██████
Value Formulary (Closed)	██████	██████
Opt Out Standard	██████	██████
Opt Out Standard TGST/HPGST	██████	██████
<b>ADVANCED CHOICE NETWORK<sup>2,3,4</sup></b>		
<b>FORMULARY</b>	<b>2TQ / 3TNQ</b>	<b>3TQ</b>
	<b>2022-2024</b>	<b>2022-2024</b>
Standard Control	██████	██████
Standard Control TGST/HPGST	██████	██████
Advanced Control Formulary	██████	██████
Value Formulary (Closed)	██████	██████
Opt Out Standard	██████	██████
Opt Out Standard TGST/HPGST	██████	██████
<b>EXCLUSIVE CHOICE NETWORK<sup>2,3,4</sup></b>		
<b>FORMULARY</b>	<b>2TQ / 3TNQ</b>	<b>3TQ</b>
	<b>2022-2024</b>	<b>2022-2024</b>
Standard Control	██████	██████
Standard Control TGST/HPGST	██████	██████
Advanced Control Formulary	██████	██████
Value Formulary (Closed)	██████	██████
Opt Out Standard	██████	██████
Opt Out Standard TGST/HPGST	██████	██████
<b>ACCESS BASED NETWORK<sup>2,3,4</sup></b>		
<b>&lt;30% Access</b>		
<b>FORMULARY</b>	<b>2TQ / 3TNQ</b>	<b>3TQ</b>
	<b>2022-2024</b>	<b>2022-2024</b>
Standard Control	██████	██████
Standard Control TGST/HPGST	██████	██████
Advanced Control Formulary	██████	██████

Value Formulary (Closed)		████	████
Opt Out Standard		████	████
Opt Out Standard TGST/HPGST		████	████
<b>30-50% Access</b>			
<b>FORMULARY</b>		<b>2TQ / 3TNQ</b>	<b>3TQ</b>
		<b>2022-2024</b>	<b>2022-2024</b>
Standard Control		████	████
Standard Control TGST/HPGST		████	████
Advanced Control Formulary		████	████
Value Formulary (Closed)		████	████
Opt Out Standard		████	████
Opt Out Standard TGST/HPGST		████	████
<b>50-70% Access</b>			
<b>FORMULARY</b>		<b>2TQ / 3TNQ</b>	<b>3TQ</b>
		<b>2022-2024</b>	<b>2022-2024</b>
Standard Control		████	████
Standard Control TGST/HPGST		████	████
Advanced Control Formulary		████	████
Value Formulary (Closed)		████	████
Opt Out Standard		████	████
Opt Out Standard TGST/HPGST		████	████
<b>&gt;70% Access</b>			
<b>FORMULARY</b>		<b>2TQ / 3TNQ</b>	<b>3TQ</b>
		<b>2022-2024</b>	<b>2022-2024</b>
Standard Control		████	████
Standard Control TGST/HPGST		████	████
Advanced Control Formulary		████	████
Value Formulary (Closed)		████	████
Opt Out Standard		████	████
Opt Out Standard TGST/HPGST		████	████
<b>RETAIL 90 <sup>2, 3, 4</sup></b>			
<b>FORMULARY</b>		<b>2TQ / 3TNQ</b>	<b>3TQ</b>
		<b>2022-2024</b>	<b>2022-2024</b>
Standard Control		████	████
Standard Control TGST/HPGST		████	████
Advanced Control Formulary		████	████
Value Formulary (Closed)		████	████
Opt Out Standard		████	████

Opt Out Standard TGST/HPGST		
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**MAIL / MAINTENANCE CHOICE**

FORMULARY	2TQ / 3TNQ	3TQ
	2022-2024	2022-2024
Standard Control		
Standard Control TGST/HPGST		
Advanced Control Formulary		
Value Formulary (Closed)		
Opt Out Standard		
Opt Out Standard TGST/HPGST		

**SPECIALTY <sup>5,6</sup>**

FORMULARY	Exclusive	Open
	2022-2024	2022-2024
Advanced Control Specialty (ACSF)		
Standard Control OPT IN		
Standard Control OPT OUT		
<b>Per Claim dispensing fee at CVS Retail</b>	\$	\$
<b>SPECIALTY AT NON-CVS RETAIL</b>	Brands: AWP - per Claim dispensing fee	Brands: AWP - per Claim dispensing fee
<b>SPECIALTY AT RETAIL LIMITED DISTRIBUTION DRUGS</b>	AWP - per Claim dispensing fee	AWP - per Claim dispensing fee

**GENERIC AWP DISCOUNTS**

**RETAIL <sup>2,3,4</sup>**

<b>GENERIC EFFECTIVE RATE GUARANTEE</b> Combined GER for Retail 30 & Retail 90 ALL NETWORKS	01/01/2022 - 12/31/2022: AWP - 01/01/2023 - 12/31/2023: AWP - 01/01/2024 - 12/31/2024: AWP - (MAC and Non-MAC Combined)
<b>NON-MAC GENERICS</b>	AWP -

**MAIL / MAINTENANCE CHOICE**



**Table 1**

Access Based Network Pricing	
Minimum Client Requirement:	
[REDACTED]	[REDACTED]

**Table 2**

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

(ii) [REDACTED]

(a) [REDACTED]

[REDACTED]	[REDACTED]
<b>RETAIL BRAND NON-SPECIALTY <sup>2,4,5</sup></b>	<b>TRADITIONAL</b>
<b>NATIONAL NETWORK BRAND</b>	AWP - [REDACTED]

	ACCESS LEVEL 1 (<30%): AWP - ██████ ACCESS LEVEL 2 (30%-50%): AWP - ██████ ACCESS LEVEL 3 (50%-70%): AWP - ██████ ACCESS LEVEL 4 (>70%): AWP - ██████
<b>ACCESS BASED NETWORK</b>	
<b>ADVANCED CHOICE</b>	AWP - ██████
<b>EXCLUSIVE CHOICE</b>	AWP - ██████
<b>CVS/CAREMARK RETAIL-90 NETWORK BRAND</b>	AWP - ██████
<b>GENERIC EFFECTIVE RATE GUARANTEE</b> Combined GER for Retail 30 & Retail 90	01/01/2022 - 12/31/2022: AWP - ██████ 01/01/2023 - 12/31/2023: AWP - ██████ 01/01/2024 - 12/31/2024: AWP - ██████ (MAC and Non-MAC Combined)
<b>NON-MAC GENERICS</b>	AWP - ██████
<b>FEES</b>	
<b>RETAIL 30 DISPENSING FEE</b>	\$████ per Claim
<b>RETAIL 90 DISPENSING FEE</b>	\$████ per Claim
<b>MAIL DISPENSING FEE</b>	\$████ per Claim
<b>ELECTRONIC CLAIMS ADMIN FEE PER CLAIM</b>	\$████ per Claim
<b>PAPER CLAIMS ADMIN FEE PER CLAIM</b>	\$████ per Claim
<b>RTMD FEE PER CLAIM<sup>3</sup></b>	\$████ per Claim
<b>MAIL / MAINTENANCE CHOICE</b>	
<b>NATIONAL NETWORK BRAND</b>	AWP - ██████
<b>GENERIC EFFECTIVE RATE GUARANTEE</b>	01/01/2022 - 12/31/2022: AWP - ██████ 01/01/2023 - 12/31/2023: AWP - ██████ 01/01/2024 - 12/31/2024: AWP - ██████ (MAC and Non-MAC Combined)
<b>NON-MAC GENERICS</b>	AWP - ██████
<b>DISPENSING FEE</b>	\$████ per Claim
<b>SPECIALTY<sup>6,7</sup></b>	
<b>EXCLUSIVE</b>	
<b>SPECIALTY AT CVS SPECIALTY MAIL, INCLUDING SPECIALTY CONNECT</b>	See Specialty Fee Schedule + \$████ per Claim dispensing fee
<b>SPECIALTY AT NON CVS RETAIL</b>	<b>Brands:</b> AWP - ██████ per Claim dispensing fee <b>Generics:</b> AWP - ██████ per Claim dispensing fee or MAC + \$████ per Claim dispensing fee

SPECIALTY AT RETAIL LIMITED DISTRIBUTION DRUGS	AWP - [REDACTED] per claim dispensing fee
<b>OPEN</b>	
SPECIALTY AT CVS SPECIALTY MAIL, INCLUDING SPECIALTY CONNECT	See Specialty Fee Schedule + \$ [REDACTED] per Claim dispensing fee
SPECIALTY AT NON CVS RETAIL	<b>Brands:</b> AWP - [REDACTED] per Claim dispensing fee <b>Generics:</b> AWP - [REDACTED] per Claim dispensing fee or MAC + \$ [REDACTED] per Claim dispensing fee
SPECIALTY AT RETAIL LIMITED DISTRIBUTION DRUGS	AWP - [REDACTED] per Claim dispensing fee

(b) [REDACTED]

<b>RETAIL BRAND NON-SPECIALTY 2,4,5</b>		<b>TRADITIONAL</b>	
NATIONAL NETWORK BRAND		AWP - [REDACTED]	
ACCESS BASED NETWORK		ACCESS LEVEL 1 (<30%): AWP - [REDACTED] ACCESS LEVEL 2 (30%-50%): AWP - [REDACTED] ACCESS LEVEL 3 (50%-70%): AWP - [REDACTED] ACCESS LEVEL 4 (>70%): AWP - [REDACTED]	
ADVANCED CHOICE		AWP - [REDACTED]	
EXCLUSIVE CHOICE		AWP - [REDACTED]	
CVS/CAREMARK RETAIL-90 NETWORK BRAND		AWP - [REDACTED]	
GENERIC EFFECTIVE RATE GUARANTEE Combined GER for Retail 30 & Retail 90		01/01/2022 - 12/31/2022: AWP - [REDACTED] 01/01/2023 - 12/31/2023: AWP - [REDACTED] 01/01/2024 - 12/31/2024: AWP - [REDACTED] (MAC and Non-MAC Combined)	
NON-MAC GENERICS		AWP - [REDACTED]	
<b>FEES</b>			
RETAIL 30 DISPENSING FEE		\$ [REDACTED] per Claim	
RETAIL 90 DISPENSING FEE		\$ [REDACTED] per Claim	
MAIL DISPENSING FEE		\$ [REDACTED] per Claim	
CVS SPECIALTY DISPENSING FEE		\$ [REDACTED] per Claim	
SPECIALTY CONNECT DISPENSING FEE		\$ [REDACTED] per Claim	
ELECTRONIC CLAIMS ADMIN FEE PER CLAIM		\$ [REDACTED] per Claim	

PAPER CLAIMS ADMIN FEE PER CLAIM	\$ [REDACTED] per Claim
RTMD FEE PER CLAIM <sup>3</sup>	\$ [REDACTED] per Claim
<b>MAIL / MAINTENANCE CHOICE</b>	
NATIONAL NETWORK BRAND	AWP - [REDACTED]
GENERIC EFFECTIVE RATE GUARANTEE	01/01/2022 - 12/31/2022: AWP - [REDACTED] 01/01/2023 - 12/31/2023: AWP - [REDACTED] 01/01/2024 - 12/31/2024: AWP - [REDACTED] (MAC and Non-MAC Combined)
NON-MAC GENERICS	AWP - [REDACTED]
DISPENSING FEE	\$ [REDACTED] per Claim
<b>SPECIALTY<sup>6,7</sup></b>	
<b>EXCLUSIVE</b>	
SPECIALTY AT CVS SPECIALTY MAIL, INCLUDING SPECIALTY CONNECT	See Specialty Fee Schedule
SPECIALTY AT NON CVS RETAIL	Brands: AWP - [REDACTED] per Claim dispensing fee Generics: AWP - [REDACTED] per Claim dispensing fee or [REDACTED] per claim dispensing fee
SPECIALTY AT RETAIL LIMITED DISTRIBUTION DRUGS	AWP - [REDACTED] per claim dispensing fee
<b>OPEN</b>	
SPECIALTY AT CVS SPECIALTY MAIL, INCLUDING SPECIALTY CONNECT	See Specialty Fee Schedule
SPECIALTY AT RETAIL	Brands: AWP - [REDACTED] per Claim dispensing fee Generics: AWP - [REDACTED] per Claim dispensing fee or MAC [REDACTED] per Claim dispensing fee
SPECIALTY AT RETAIL LIMITED DISTRIBUTION DRUGS	AWP - [REDACTED] per Claim dispensing fee

(c) Tier 3 (Traditional with Rebates)

<b>TIER 3 (Groups with Over 5,000 Plan Participants)</b>	
<b>RETAIL NON-SPECIALTY<sup>2,4,5</sup></b>	<b>TRADITIONAL</b>
NATIONAL NETWORK BRAND	AWP - [REDACTED]

	ACCESS LEVEL 1 (<30%): AWP - [REDACTED] ACCESS LEVEL 2 (30%-50%): AWP - [REDACTED] ACCESS LEVEL 3 (50%-70%): AWP - [REDACTED] ACCESS LEVEL 4 (>70%): AWP - [REDACTED]
<b>ACCESS BASED NETWORK</b>	
<b>ADVANCED CHOICE</b>	AWP - [REDACTED]
<b>EXCLUSIVE CHOICE</b>	AWP - [REDACTED]
<b>CVS/CAREMARK RETAIL-90 NETWORK BRAND</b>	AWP - [REDACTED]
<b>GENERIC EFFECTIVE RATE GUARANTEE</b> Combined GER for Retail 30 & Retail 90	01/01/2022 - 12/31/2022: AWP - [REDACTED] 01/01/2023 - 12/31/2023: AWP - [REDACTED] 01/01/2024 - 12/31/2024: AWP - [REDACTED] (MAC and Non-MAC Combined)
<b>NON-MAC GENERICS</b>	AWP - [REDACTED]
<b>FEES</b>	
<b>RETAIL 30 DISPENSING FEE</b>	\$ [REDACTED] per Claim
<b>RETAIL 90 DISPENSING FEE</b>	\$ [REDACTED] per Claim
<b>MAIL DISPENSING FEE</b>	\$ [REDACTED] per Claim
<b>CVS SPECIALTY DISPENSING FEE</b>	\$ [REDACTED] per Claim
<b>SPECIALTY CONNECT DISPENSING FEE</b>	\$ [REDACTED] per Claim
<b>ELECTRONIC CLAIMS ADMIN FEE/CLAIM</b>	\$ [REDACTED] per Claim
<b>PAPER ADMIN FEE/CLAIM</b>	\$ [REDACTED] per Claim
<b>RTMD FEE/CLAIM<sup>3</sup></b>	\$ [REDACTED] per Claim
<b>MAIL / MAINTENANCE CHOICE</b>	
<b>NATIONAL NETWORK BRAND</b>	AWP - [REDACTED]
<b>GENERIC EFFECTIVE RATE GUARANTEE</b>	01/01/2022 - 12/31/2022: AWP - [REDACTED] 01/01/2023 - 12/31/2023: AWP - [REDACTED] 01/01/2024 - 12/31/2024: AWP - [REDACTED] (MAC and Non-MAC Combined)
<b>NON-MAC GENERICS</b>	AWP - [REDACTED]
<b>DISPENSING FEE</b>	\$ [REDACTED] per claim
<b>SPECIALTY<sup>6,7</sup></b>	
<b>EXCLUSIVE</b>	
<b>SPECIALTY AT CVS SPECIALTY MAIL, INCLUDING SPECIALTY CONNECT</b>	See Specialty Fee Schedule



[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

**Table 2**

[REDACTED]	[REDACTED]	[REDACTED]

**B. General Terms for [REDACTED]** The following terms apply to the [REDACTED] option:

- (i) For Retail and CVS/caremark Retail-90 Network: Subject to the terms and conditions of this Agreement, for each Claim electronically processed and dispensed to a Plan Participant through CVS/caremark's [REDACTED] and CVS/caremark [REDACTED], the Participating Group shall pay CVS/caremark the lowest of:

- [REDACTED]
- [REDACTED]
- [REDACTED]

For each Claim, the Participating Group will pay CVS/caremark the aforementioned price [REDACTED]  
[REDACTED]  
[REDACTED]

Participating Pharmacy rates may vary and [REDACTED]  
[REDACTED]  
[REDACTED]

The Participating Pharmacy will collect from the Plan Participant the [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]

- (ii) For Participating Group Owned Pharmacy: [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

For each Claim electronically processed and dispensed to a Plan Participant through Participating Group “Owned” Participating Pharmacies, [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

- (iii) For Mail/Maintenance Choice: CVS/caremark shall be the [REDACTED]  
[REDACTED]  
[REDACTED]  
 [REDACTED]  
[REDACTED]  
 [REDACTED]  
[REDACTED]

Standard U.S. Postal shipping fees [REDACTED] in U.S. Postal costs over the Term of the Agreement.

In each case, the Participating Group will pay CVS/caremark the aforementioned price [REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

- (iv) For Specialty: CVS/caremark shall be the [REDACTED]  
[REDACTED]

[REDACTED]

[REDACTED]

For Participating Groups with an [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

Standard U.S. Postal shipping fees [REDACTED] the US Postal costs over the Term of the Agreement. Specialty Connect Prescriptions may [REDACTED]  
[REDACTED]

Routine supplies (needles, syringes, alcohol swabs) in quantity sufficient for the Prescriptions will be included at [REDACTED]. The discounts rates do not include [REDACTED]  
[REDACTED]

Specialty pricing assumes: [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

**C. Additional Pricing Terms and Conditions for all [REDACTED]  
[REDACTED]**

- (i) CVS/caremark will exclude the following from the mail, retail and specialty discount, dispensing fee, and rebate guarantees:
  - [REDACTED]
  - [REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

(ii) For [REDACTED] Participating Groups, the following guarantees will individually be measured on a [REDACTED]:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

In no instance will a [REDACTED]. For clarity, an [REDACTED] any of the following pricing guarantees:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

(iii) For [REDACTED] and [REDACTED] Participating Groups [REDACTED], the following guarantees will be measured on a [REDACTED] Total Drug Spend [REDACTED]:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

Each guarantee is measured on a [REDACTED] basis at the [REDACTED]. In no instance will a [REDACTED]. For clarity, an [REDACTED] of the following pricing guarantees:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

(iv) CVS/caremark will calculate and report the actual guarantee discounts and dispensing fees achieved within [REDACTED] after [REDACTED]. Any shortfall must be paid by check to

the Participating Group(s) based on a pro-rated share of drug costs, within [REDACTED] days [REDACTED].

- (v) For compound drugs, CVS/caremark applies the NCPDP D.0 standard. For each compound drug, the submitting pharmacy shall provide the following: (a) compound indicator; (b) eleven-digit NDC, quantity, and submitted ingredient cost for each component in the recipe; (c) total quantity and total Usual & Customary price; and (d) level of effort value. CVS/caremark shall determine the appropriate ingredient cost, or NDC, for each component using the lower of (1) the AWP discount; (2) MAC; or (3) the submitted ingredient cost. CVS/caremark shall apply a level of effort charge to the compound drug in addition to the appropriate dispensing fee as set forth in the pricing chart above.
- (vi) For purposes of both discount and Rebate guarantees, the value of Patient Assistance shall not count toward the satisfaction of these guarantees.

2. [REDACTED] The pricing set forth in this Section 2 is referred to [REDACTED] or the [REDACTED]

A. [REDACTED]

(a) [REDACTED]

RETAIL BRAND NON-SPECIALTY <sup>2, 4</sup>	TRANSPARENT
NATIONAL NETWORK BRAND	AWP - [REDACTED]
ACCESS BASED NETWORK	ACCESS LEVEL 1 (<30%): AWP - [REDACTED] ACCESS LEVEL 2 (30%-50%): AWP - [REDACTED] ACCESS LEVEL 3 (50%-70%): AWP - [REDACTED] ACCESS LEVEL 4 (>70%): AWP - [REDACTED]
ADVANCED CHOICE	AWP - [REDACTED]
EXCLUSIVE CHOICE	AWP - [REDACTED]
CVS/CAREMARK RETAIL-90 NETWORK BRAND	AWP - [REDACTED]
GENERIC EFFECTIVE RATE GUARANTEE Combined GER for Retail 30 & Retail 90	01/01/2022 - 12/31/2022: AWP - [REDACTED] 01/01/2023 - 12/31/2023: AWP - [REDACTED] 01/01/2024 - 12/31/2024: AWP - [REDACTED] (MAC and Non-MAC Combined)
NON-MAC GENERICS	AWP - [REDACTED]
FEES	

RETAIL 30 DISPENSING FEE	\$ [REDACTED] per Claim
RETAIL 90 DISPENSING FEE	\$ [REDACTED] per Claim
MAIL DISPENSING FEE	\$ [REDACTED] per Claim
CVS SPECIALTY DISPENSING FEE	\$ [REDACTED] per Claim
SPECIALTY CONNECT DISPENSING FEE	\$ [REDACTED] per Claim
ELECTRONIC CLAIMS ADMIN FEE PER CLAIM	\$ [REDACTED] per Claim
PAPER CLAIMS ADMIN FEE PER CLAIM	\$ [REDACTED] per Claim
RTMD FEE PER CLAIM <sup>3</sup>	\$ [REDACTED] per Claim
<b>MAIL / MAINTENANCE CHOICE<sup>4</sup></b>	
NATIONAL NETWORK BRAND	AWP - [REDACTED]
GENERIC EFFECTIVE RATE GUARANTEE	01/01/2022 - 12/31/2022: AWP - [REDACTED] 01/01/2023 - 12/31/2023: AWP - [REDACTED] 01/01/2024 - 12/31/2024: AWP - [REDACTED] (MAC and Non-MAC Combined)
NON-MAC GENERICS	AWP - [REDACTED]
DISPENSING FEE	\$ [REDACTED] per Claim
<b>SPECIALTY</b>	
<b>EXCLUSIVE</b>	
SPECIALTY AT CVS SPECIALTY MAIL, INCLUDING SPECIALTY CONNECT <sup>4,5</sup>	See Specialty Fee Schedule
SPECIALTY AT NON CVS RETAIL <sup>4,6</sup>	<b>Brands:</b> AWP - [REDACTED] per Claim dispensing fee <b>Generics:</b> AWP - [REDACTED] per Claim dispensing fee or [REDACTED] per Claim dispensing fee
<b>OPEN</b>	
SPECIALTY AT CVS SPECIALTY MAIL, INCLUDING SPECIALTY CONNECT <sup>4,5</sup>	See Specialty Fee Schedule
SPECIALTY AT NON CVS RETAIL <sup>4,6</sup>	<b>Brands:</b> AWP - [REDACTED] per Claim dispensing fee <b>Generics:</b> AWP - [REDACTED] per Claim dispensing fee or [REDACTED] per Claim dispensing fee

(b) [REDACTED]

[REDACTED]	
RETAIL BRAND NON-SPECIALTY <sup>2, 4</sup>	TRANSPARENT
NATIONAL NETWORK BRAND	AWP - [REDACTED]
ACCESS BASED NETWORK	ACCESS LEVEL 1 (<30%): AWP - [REDACTED] ACCESS LEVEL 2 (30%-50%): AWP - [REDACTED] ACCESS LEVEL 3 (50%-70%): AWP - [REDACTED] ACCESS LEVEL 4 (>70%): AWP - [REDACTED]
ADVANCED CHOICE	AWP - [REDACTED]
EXCLUSIVE CHOICE	AWP - [REDACTED]
CVS/CAREMARK RETAIL-90 NETWORK BRAND	AWP - [REDACTED]
GENERIC EFFECTIVE RATE GUARANTEE Combined GER for Retail 30 & Retail 90	01/01/2022 - 12/31/2022: AWP - [REDACTED] 01/01/2023 - 12/31/2023: AWP - [REDACTED] 01/01/2024 - 12/31/2024: AWP - [REDACTED] (MAC and Non-MAC Combined)
NON-MAC GENERICS	AWP - [REDACTED]
FEES	
RETAIL 30 DISPENSING FEE	\$ [REDACTED] per Claim
RETAIL 90 DISPENSING FEE	\$ [REDACTED] per Claim
MAIL DISPENSING FEE	\$ [REDACTED] per Claim
ELECTRONIC CLAIMS ADMIN FEE PER CLAIM	\$ [REDACTED] per Claim
PAPER CLAIMS ADMIN FEE PER CLAIM	\$ [REDACTED] per Claim
RTMD FEE PER CLAIM <sup>3</sup>	\$ [REDACTED] per Claim
MAIL / MAINTENANCE CHOICE <sup>4</sup>	
NATIONAL NETWORK BRAND	AWP - [REDACTED]
GENERIC EFFECTIVE RATE GUARANTEE	01/01/2022 - 12/31/2022: AWP - [REDACTED] 01/01/2023 - 12/31/2023: AWP - [REDACTED] 01/01/2024 - 12/31/2024: AWP - [REDACTED] (MAC and Non-MAC Combined)
NON-MAC GENERICS	AWP - [REDACTED]
DISPENSING FEE	\$ [REDACTED] per Claim
SPECIALTY	
EXCLUSIVE	
SPECIALTY AT CVS SPECIALTY MAIL, INCLUDING SPECIALTY CONNECT <sup>4, 5</sup>	See Specialty Fee Schedule

<b>SPECIALTY AT NON CVS RETAIL<sup>4,6</sup></b>	Brands: AWP - ██████████ per Claim dispensing fee Generics: AWP - ██████████ per Claim dispensing fee or MAC + \$██████ per Claim dispensing fee
<b>OPEN</b>	
<b>SPECIALTY AT CVS SPECIALTY MAIL, INCLUDING SPECIALTY CONNECT<sup>4,5</sup></b>	See Specialty Fee Schedule
<b>SPECIALTY AT RETAIL<sup>4,6</sup></b>	Brands: AWP - ██████████ per Claim dispensing fee Generics: AWP - ██████████ per Claim dispensing fee or ██████████ per Claim dispensing fee

(c) ██████████

<b>TIER 3 (Groups with Over 5,000 Plan Participants)</b>	
<b>RETAIL NON-SPECIALTY<sup>2,4</sup></b>	<b>TRANSPARENT</b>
<b>NATIONAL NETWORK BRAND</b>	AWP - ██████████
<b>ACCESS BASED NETWORK</b>	ACCESS LEVEL 1 (<30%): AWP - ██████████ ACCESS LEVEL 2 (30%-50%): AWP - ██████████ ACCESS LEVEL 3 (50%-70%): AWP - ██████████ ACCESS LEVEL 4 (>70%): AWP - ██████████
<b>ADVANCED CHOICE</b>	AWP - ██████████
<b>EXCLUSIVE CHOICE</b>	AWP - ██████████
<b>CVS/CAREMARK RETAIL-90 NETWORK BRAND</b>	AWP - ██████████
<b>GENERIC EFFECTIVE RATE GUARANTEE</b> Combined GER for Retail 30 & Retail 90	01/01/2022 - 12/31/2022: AWP - ██████████ 01/01/2023 - 12/31/2023: AWP - ██████████ 01/01/2024 - 12/31/2024: AWP - ██████████ (MAC and Non-MAC Combined)
<b>NON-MAC GENERICS</b>	AWP - ██████████
<b>FEES</b>	
<b>RETAIL 30 DISPENSING FEE</b>	\$██████ per Claim
<b>RETAIL 90 DISPENSING FEE</b>	\$██████ per Claim
<b>MAIL DISPENSING FEE</b>	\$██████ per Claim
<b>CVS SPECIALTY DISPENSING FEE</b>	\$██████ per Claim

<b>SPECIALTY CONNECT DISPENSING FEE</b>	\$ [REDACTED] per Claim
<b>ELECTRONIC CLAIMS ADMIN FEE/CLAIM</b>	\$ [REDACTED] per Claim
<b>PAPER ADMIN FEE/CLAIM</b>	\$ [REDACTED] per Claim
<b>RTMD FEE/CLAIM<sup>3</sup></b>	\$ [REDACTED] per Claim
<b>MAIL / MAINTENANCE CHOICE<sup>4</sup></b>	
<b>NATIONAL NETWORK BRAND</b>	AWP - [REDACTED]
<b>GENERIC EFFECTIVE RATE GUARANTEE</b>	01/01/2022 - 12/31/2022: AWP - [REDACTED] 01/01/2023 - 12/31/2023: AWP - [REDACTED] 01/01/2024 - 12/31/2024: AWP - [REDACTED] (MAC and Non-MAC Combined)
<b>NON-MAC GENERICS</b>	AWP - [REDACTED]
<b>DISPENSING FEE</b>	\$ [REDACTED] per Claim
<b>SPECIALTY</b>	
<b>EXCLUSIVE</b>	
<b>SPECIALTY AT CVS SPECIALTY MAIL, INCLUDING SPECIALTY CONNECT<sup>4,5</sup></b>	See Specialty Fee Schedule
<b>SPECIALTY AT RETAIL<sup>4,6</sup></b>	Brands: AWP - [REDACTED] per Claim dispensing fee Generics: AWP - [REDACTED] per Claim dispensing fee or [REDACTED] per Claim dispensing fee
<b>OPEN</b>	
<b>SPECIALTY AT CVS SPECIALTY MAIL, INCLUDING SPECIALTY CONNECT<sup>4,5</sup></b>	See Specialty Fee Schedule
<b>SPECIALTY AT RETAIL<sup>4,6</sup></b>	Brands: AWP - [REDACTED] per Claim dispensing fee Generics: AWP - [REDACTED] per Claim dispensing fee or [REDACTED] per Claim dispensing fee

[REDACTED]

**Table 1**

[REDACTED]		
[REDACTED]	[REDACTED]	[REDACTED]

**B. General Terms for the Transparent Pricing option.** The following terms apply to the Transparent Pricing option:

- (i) For Retail and CVS/caremark Retail-90 Network: The amount billed to Participating Group will be equal to the [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

Subject to the terms and conditions of this Agreement, for each Claim electronically processed and dispensed to a Plan Participant through [REDACTED] the Participating Group shall pay CVS/caremark the lowest of:

- [REDACTED]
- [REDACTED]
- [REDACTED] us dispensing fee the Participating Pharmacy is contracted to be paid by CVS/caremark.

For each Claim, the Participating Group will pay CVS/caremark the aforementioned price [REDACTED]  
[REDACTED]  
[REDACTED]

The Participating Pharmacy will collect from the Plan Participant [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED].

(ii) For Participating Group-owned Pharmacies: [REDACTED]  
[REDACTED]

For each Claim electronically processed and dispensed to a Plan Participant through Participating Group “Owned” Participating Pharmacies, the Participating Group shall pay CVS/caremark [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

(iii) For Mail/Maintenance Choice: CVS/caremark shall [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

Standard U.S. Postal shipping fees [REDACTED] in the U.S. Postal costs over the Term of the Agreement.

In each case, the Participating Group will pay CVS/caremark [REDACTED]  
[REDACTED]  
[REDACTED].

For Mail Service Pharmacies, the Participating Pharmacy will collect from the Plan Participant the [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

(iv) For Specialty: CVS/caremark shall [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED].  
For each Specialty Drug Prescription dispensed to a Plan Participant by CVS/caremark [REDACTED], if applicable to Participating Group, Participating Group shall pay CVS/caremark [REDACTED].  
[REDACTED]  
[REDACTED]  
[REDACTED]

For Participating Groups with [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

Standard U.S. Postal shipping fees [REDACTED] in the U.S. Postal costs over the Term of the Agreement. Specialty Connect Prescriptions may not [REDACTED].  
[REDACTED]

Routine supplies (needles, syringes, alcohol swabs) in quantity sufficient for the Prescriptions will be included at a [REDACTED] discount rate. The discount rates do not include [REDACTED].  
[REDACTED]  
[REDACTED]

Specialty pricing assumes: [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

**C. Additional Pricing terms and conditions for the [REDACTED] option**

- (i) CVS/caremark will exclude the following from the mail, retail and specialty discount, dispensing fee, and rebate guarantees:
  - [REDACTED]
  - [REDACTED]

[REDACTED]

(ii) For [REDACTED] Participating Groups, the following guarantees will individually be measured on a [REDACTED] basis [REDACTED]:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

In no instance will [REDACTED]. For clarity, an [REDACTED] of the following pricing guarantees:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

(iii) For [REDACTED] and [REDACTED] Participating Groups ([REDACTED]), the following guarantees will be measured on a [REDACTED] basis [REDACTED] Total Drug Spend [REDACTED]:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

Each guarantee is measured on a [REDACTED] basis at the [REDACTED]. In no instance will [REDACTED]. For clarity, an [REDACTED] any of the following pricing guarantees:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

(iv) For compound drugs, CVS/caremark applies the NCPDP D.0 standard. For each compound drug, the submitting pharmacy shall provide the following: (a) compound indicator; (b) eleven- digit NDC, quantity, and submitted ingredient cost for each component in the recipe; (c) total quantity and total Usual & Customary price; and (d) level of effort value. CVS/caremark shall determine the appropriate ingredient cost, or NDC, for each component using the lower of (1) the AWP discount; (2) MAC; or (3) the submitted ingredient cost. CVS/caremark shall apply a level of effort charge to the compound drug in addition to the appropriate dispensing fee as set forth in

the pricing chart above.

- (v) For purposes of both discount and Rebate guarantees, the value of Patient Assistance shall not count toward the satisfaction of these guarantees.

**D. Administrative Fees – [REDACTED]**

ADMINISTRATIVE FEES	
MAIL SERVICE	\$ [REDACTED] per paid Claim
PHARMACY/MAINTENANCE CHOICE	
PARTICIPATING PHARMACY	\$ [REDACTED] per paid Claim
SPECIALTY DRUGS	\$ [REDACTED] per paid Claim
MANUAL CLAIMS	\$ [REDACTED] per paid Claim

3. [REDACTED] The pricing set forth in this Section 3 is referred to “[REDACTED]” or the “[REDACTED]”.

A. [REDACTED] [REDACTED]<sup>1</sup>

(a) [REDACTED]

[REDACTED]	
RETAIL NON-SPECIALTY	
NATIONAL NETWORK BRANDS <sup>2</sup>	
BRAND DRUG DISCOUNT GUARANTEE	[REDACTED] if applicable, or AWP – [REDACTED]
BRAND DRUG DISPENSING FEE PER CLAIM	If [REDACTED] Applies: 01/01/2022 – 12/31/2022: \$ [REDACTED] 01/01/2023 – 12/31/2023: \$ [REDACTED] 01/01/2024 – 12/31/2024: \$ [REDACTED]  If [REDACTED] does not Apply: \$ [REDACTED]
NATIONAL NETWORK GENERICS <sup>2</sup>	
GENERIC DRUG DISCOUNT GUARANTEE	[REDACTED] if applicable, or MAC
GENERIC DRUG DISPENSING FEE PER CLAIM	If [REDACTED] Applies: 01/01/2022 – 12/31/2022: \$ [REDACTED] 01/01/2023 – 12/31/2023: \$ [REDACTED] 01/01/2024 – 12/31/2024: \$ [REDACTED]  If [REDACTED] does not Apply: \$ [REDACTED]
SPECIALTY AT RETAIL <sup>3,4</sup>	
BRAND DRUG DISCOUNT GUARANTEE	AWP – [REDACTED]

<b>BRAND DRUG DISPENSING FEE PER CLAIM</b>	\$ [REDACTED]
<b>GENERIC DRUG DISCOUNT GUARANTEE (MAC and Non-MAC combined)</b>	AWP – [REDACTED] [REDACTED]
<b>GENERIC DRUG DISPENSING FEE PER CLAIM</b>	\$ [REDACTED]
<b>LIMITED DISTRIBUTION DRUG DISCOUNT<sup>5</sup></b>	AWP – [REDACTED]
<b>LIMITED DISTRIBUTION DISPENSING FEE PER CLAIM</b>	\$ [REDACTED]

<b>MAIL SERVICE/MAINTENANCE CHOICE</b>	
<b>BRAND DRUG DISCOUNT GUARANTEE</b>	[REDACTED] if applicable, or AWP – [REDACTED]
<b>BRAND DRUG DISPENSING FEE PER CLAIM</b>	If [REDACTED] Applies: 01/01/2022 – 12/31/2022: \$ [REDACTED] 01/01/2023 – 12/31/2023: \$ [REDACTED] 01/01/2024 – 12/31/2024: \$ [REDACTED]  If [REDACTED] does not Apply: \$ [REDACTED]
<b>GENERIC DRUG DISCOUNT GUARANTEE</b>	[REDACTED] if applicable, or MAC
<b>GENERIC DRUG DISPENSING FEE PER CLAIM</b>	If [REDACTED] Applies: 01/01/2022 – 12/31/2022: \$ [REDACTED] 01/01/2023 – 12/31/2023: \$ [REDACTED] 01/01/2024 – 12/31/2024: \$ [REDACTED]  If [REDACTED] does not Apply: \$ [REDACTED]
<b>SPECIALTY<sup>3,4</sup></b> (including Specialty Connect at CVS Retail)	
<b>DRUG LEVEL DISCOUNTS</b>	See Specialty Fee Schedule

(b) [REDACTED]

<b>RETAIL NON-SPECIALTY</b>	
<b>NATIONAL NETWORK BRANDS<sup>2</sup></b>	
<b>BRAND DRUG DISCOUNT GUARANTEE</b>	[REDACTED] if applicable, or AWP – [REDACTED]
<b>BRAND DRUG DISPENSING FEE PER CLAIM</b>	If [REDACTED] Applies: 01/01/2022 – 12/31/2022: \$ [REDACTED] 01/01/2023 – 12/31/2023: \$ [REDACTED] 01/01/2024 – 12/31/2024: \$ [REDACTED]  If [REDACTED] does not Apply: \$ [REDACTED]

<b>NATIONAL NETWORK GENERICS<sup>2</sup></b>	
<b>GENERIC DRUG DISCOUNT GUARANTEE</b>	██████████ if applicable, or MAC
<b>GENERIC DRUG DISPENSING FEE PER CLAIM</b>	If ██████████ Applies: 01/01/2022 – 12/31/2022: \$ ██████████ 01/01/2023 – 12/31/2023: \$ ██████████ 01/01/2024 – 12/31/2024: \$ ██████████  If ██████████ does not Apply: \$ ██████████
<b>SPECIALTY AT RETAIL<sup>3,4</sup></b>	
<b>BRAND DRUG DISCOUNT GUARANTEE</b>	AWP – ██████████
<b>BRAND DRUG DISPENSING FEE PER CLAIM</b>	\$ ██████████
<b>GENERIC DRUG DISCOUNT GUARANTEE (MAC and Non-MAC combined)</b>	AWP – ██████████
<b>GENERIC DRUG DISPENSING FEE PER CLAIM</b>	\$ ██████████
<b>LIMITED DISTRIBUTION DRUG DISCOUNT<sup>5</sup></b>	AWP – ██████████
<b>LIMITED DISTRIBUTION DISPENSING FEE PER CLAIM</b>	\$ ██████████

<b>MAIL SERVICE/MAINTENANCE CHOICE</b>	
<b>BRAND DRUG DISCOUNT GUARANTEE</b>	██████████ if applicable, or AWP – ██████████
<b>BRAND DRUG DISPENSING FEE PER CLAIM</b>	If ██████████ Applies: 01/01/2022 – 12/31/2022: \$ ██████████ 01/01/2023 – 12/31/2023: \$ ██████████ 01/01/2024 – 12/31/2024: \$ ██████████  If ██████████ does not Apply: \$ ██████████
<b>GENERIC DRUG DISCOUNT GUARANTEE</b>	██████████ if applicable, or MAC
<b>GENERIC DRUG DISPENSING FEE PER CLAIM</b>	If ██████████ Applies: 01/01/2022 – 12/31/2022: \$ ██████████ 01/01/2023 – 12/31/2023: \$ ██████████ 01/01/2024 – 12/31/2024: \$ ██████████  If ██████████ does not Apply: \$ ██████████
<b>SPECIALTY<sup>3,4</sup> (including Specialty Connect at CVS Retail)</b>	
<b>DRUG LEVEL DISCOUNTS</b>	See Specialty Fee Schedule

(c) ██████████

<b>RETAIL NON-SPECIALTY</b>	
<b>NATIONAL NETWORK BRANDS<sup>2</sup></b>	
<b>BRAND DRUG DISCOUNT GUARANTEE</b>	██████████ if applicable, or AWP – ██████████
<b>BRAND DRUG DISPENSING FEE PER CLAIM</b>	If ██████████ Applies: 01/01/2022 – 12/31/2022: \$ ██████████ 01/01/2023 – 12/31/2023: \$ ██████████ 01/01/2024 – 12/31/2024: \$ ██████████  If ██████████ does not Apply: \$ ██████████
<b>NATIONAL NETWORK GENERICS<sup>2</sup></b>	
<b>GENERIC DRUG DISCOUNT GUARANTEE</b>	██████████ if applicable, or MAC
<b>GENERIC DRUG DISPENSING FEE PER CLAIM</b>	If ██████████ Applies: 01/01/2022 – 12/31/2022: \$ ██████████ 01/01/2023 – 12/31/2023: \$ ██████████ 01/01/2024 – 12/31/2024: \$ ██████████  If ██████████ does not Apply: \$ ██████████
<b>SPECIALTY AT RETAIL<sup>3,4</sup></b>	
<b>BRAND DRUG DISCOUNT GUARANTEE</b>	AWP – ██████████
<b>BRAND DRUG DISPENSING FEE PER CLAIM</b>	\$ ██████████
<b>GENERIC DRUG DISCOUNT GUARANTEE (MAC and Non-MAC combined), IF NADAC IS NOT APPLICABLE</b>	AWP – ██████████ or MAC
<b>GENERIC DRUG DISPENSING FEE PER CLAIM, IF NADAC PRICING IS NOT APPLICABLE</b>	\$ ██████████
<b>LIMITED DISTRIBUTION DRUG DISCOUNT<sup>5</sup></b>	AWP – ██████████
<b>LIMITED DISTRIBUTION DISPENSING FEE PER CLAIM</b>	\$ ██████████



[REDACTED]	[REDACTED]	[REDACTED]

**B. General Terms for the [REDACTED] option.** The following terms apply to the [REDACTED] option:

- (i) The Participating Group pricing guarantees were established using the [REDACTED] benchmark. Pharmacy reimbursement shall be based on the [REDACTED] Dispense as Written (DAW) penalties may not be available with [REDACTED] option.
- (ii) Not all Claims have a published [REDACTED] price. Any NDCs without a published [REDACTED] shall be [REDACTED].
- (iii) For Retail and CVS/caremark Retail-90 Network:

Subject to the terms and conditions of this Agreement, for each Claim electronically processed and dispensed to a Plan Participant through [REDACTED], the Participating Group shall pay CVS/caremark the lowest of:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

For each Claim, the Participating Group will pay CVS/caremark the aforementioned price

- [REDACTED]
- [REDACTED]
- [REDACTED]

The Participating Pharmacy will collect from the Plan Participant [REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

- (iv) For Participating Group-owned Pharmacies: [REDACTED]

For each Claim electronically processed and dispensed to a Plan Participant through Participating Group “Owned” Participating Pharmacies, the Participating Group shall pay CVS/caremark [REDACTED]

- (v) For Mail/Maintenance Choice: CVS/caremark shall [REDACTED]

Standard U.S. Postal shipping fees [REDACTED] in the U.S. Postal costs over the Term of the Agreement.

In each case, the Participating Group will pay CVS/caremark the aforementioned price [REDACTED]

For Mail Service Pharmacies, the Participating Pharmacy will collect from the Plan Participant the [REDACTED]

[REDACTED]

(vi) For Specialty: CVS/caremark [REDACTED]

For each Specialty Drug Prescription dispensed to a Plan Participant by CVS/caremark [REDACTED] if applicable to Participating Group, Participating Group shall pay CVS/caremark [REDACTED]

For Participating Groups with [REDACTED]

Standard U.S. Postal shipping fees [REDACTED] in the U.S. Postal costs over the Term of the Agreement. Specialty Connect Prescriptions may [REDACTED]

Routine supplies (needles, syringes, alcohol swabs) in quantity sufficient for the Prescriptions will be included [REDACTED]. The discounts rates do not include [REDACTED]

Specialty pricing assumes: [REDACTED]



■ [REDACTED]

Each guarantee is measured on a [REDACTED] basis at the [REDACTED]

[REDACTED] In no instance will [REDACTED]

[REDACTED] For clarity, [REDACTED]

any of the following pricing guarantees:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

(iv) CVS/caremark will calculate and report the actual guarantee discounts and dispensing fees achieved [REDACTED]. Any shortfall must be paid by check to the Participating Group(s) based on a pro-rated share of drug costs, within [REDACTED] days after [REDACTED].

(v) For compound drugs, CVS/caremark applies the NCPDP D.0 standard. For each compound drug, the submitting pharmacy shall provide the following: (a) compound indicator; (b) eleven- digit NDC, quantity, and submitted ingredient cost for each component in the recipe; (c) total quantity and total Usual & Customary price; and (d) level of effort value. CVS/caremark shall determine the appropriate ingredient cost, or NDC, for each component using the lower of (1) the AWP discount; (2) MAC; or (3) the submitted ingredient cost. CVS/caremark shall apply a level of effort charge to the compound drug in addition to the appropriate dispensing fee as set forth in the pricing chart above.

(vi) For purposes of both discount and Rebate guarantees, the value of Patient Assistance shall not count toward the satisfaction of these guarantees.

**D. Administrative Fees – [REDACTED]**

ADMINISTRATIVE FEES	
ELECTRONIC CLAIMS	\$ [REDACTED] per Claim
MANUAL/PAPER CLAIMS	\$ [REDACTED] per Claim

**4. Rebates (Mail Service Pharmacy, Maintenance Choice, Retail Pharmacy (Retail 30), Specialty Pharmacy and CVS/caremark Retail-90 Network Rebates (Retail 90)).**

**A. Non-Reinvested Rebates.** The following terms apply to Participating Groups that have elected to [REDACTED]  
[REDACTED]  
[REDACTED]

(i) **Non-Reinvested Rebates for CVS/caremark Aligned Formulary**

(a) [REDACTED]

<b>MINIMUM REBATE GUARANTEES per [REDACTED]</b>						
<b>RETAIL 30 &amp; SPECIALTY AT RETAIL</b>						
<b>FORMULARY</b>	[REDACTED]			[REDACTED]		
	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
Standard Control	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Standard Control TGST/HPGST	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Advanced Control Formulary	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Value Formulary (Closed)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Opt Out Standard	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Opt Out Standard TGST/HPGST	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
<b>RETAIL 90</b>						
<b>FORMULARY</b>	[REDACTED]			[REDACTED]		
	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
Standard Control	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Standard Control TGST/HPGST	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Advanced Control Formulary	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Value Formulary (Closed)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Opt Out Standard	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Opt Out Standard TGST/HPGST	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
<b>MAIL / MAINTENANCE CHOICE</b>						
<b>FORMULARY</b>	[REDACTED]			[REDACTED]		
	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
Standard Control	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Standard Control TGST/HPGST	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Advanced Control Formulary	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Value Formulary (Closed)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Opt Out Standard	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Opt Out Standard TGST/HPGST	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
<b>SPECIALTY AT CVS HEALTH SPECIALTY</b>						
<b>FORMULARY</b>	[REDACTED]			[REDACTED]		
	<b>2022</b>	<b>2023</b>	<b>2024</b>			
Advanced Control Specialty (ACSF)	[REDACTED]	[REDACTED]	[REDACTED]			
Standard Control SPDPD	[REDACTED]	[REDACTED]	[REDACTED]			



Advanced Control Specialty (ACSF)	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
Standard Control SPDPD	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
Standard Control OPT IN	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
Standard Control OPT OUT	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]

(c) [REDACTED]

<b>MINIMUM REBATE GUARANTEES per [REDACTED]</b>						
<b>RETAIL 30 &amp; SPECIALTY AT RETAIL</b>						
<b>FORMULARY</b>	[REDACTED]			[REDACTED]		
	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
Standard Control	\$ [REDACTED]					
Standard Control TGST/HPGST	\$ [REDACTED]					
Advanced Control Formulary	\$ [REDACTED]					
Value Formulary (Closed)	\$ [REDACTED]					
Opt Out Standard	\$ [REDACTED]					
Opt Out Standard TGST/HPGST	\$ [REDACTED]	\$182.90				
<b>RETAIL 90</b>						
<b>FORMULARY</b>	[REDACTED]			[REDACTED]		
	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
Standard Control	\$ [REDACTED]					
Standard Control TGST/HPGST	\$ [REDACTED]					
Advanced Control Formulary	\$ [REDACTED]					
Value Formulary (Closed)	\$ [REDACTED]					
Opt Out Standard	\$ [REDACTED]					
Opt Out Standard TGST/HPGST	\$ [REDACTED]					
<b>MAIL / MAINTENANCE CHOICE</b>						
<b>FORMULARY</b>	[REDACTED]			[REDACTED]		
	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
Standard Control	\$ [REDACTED]					
Standard Control TGST/HPGST	\$ [REDACTED]					
Advanced Control Formulary	\$ [REDACTED]					
Value Formulary (Closed)	\$ [REDACTED]					
Opt Out Standard	\$ [REDACTED]					
Opt Out Standard TGST/HPGST	\$ [REDACTED]					
<b>SPECIALTY AT CVS HEALTH SPECIALTY</b>						
<b>FORMULARY</b>	[REDACTED]			[REDACTED]		



[REDACTED]

This Guaranteed Minimum Rebate Amount will be effective the first day of the first calendar quarter following CVS/caremark’s receipt of this executed Agreement and will remain in effect until December 31, 2024. For subsequent years, any Guaranteed Minimum Rebate Amount will be determined by annual negotiation by HAC and CVS/caremark of a mutually acceptable Guaranteed Minimum Rebate Amount based on projected market estimates.

Rebates guarantees are conditioned upon [REDACTED]

The proposed formulary includes [REDACTED]

CVS/caremark may adjust the Rebate payments in an equitable manner in the event: [REDACTED]

(B) RTMD Rebates (only available for Participating Groups electing the Transparent or Traditional Pricing options)

An estimate of the anticipated Rebate (“RTMD Estimated Rebate”) shall be applied at the point of sale as a real time manufacturer discount (“RTMD”). The RTMD Estimated Rebate shall be applied to [REDACTED]

██████████. CVS/caremark shall review the RTMD Estimated Rebate at least ██████████ and make adjustments, if necessary, based on likelihood of collection, previous experience, and potential pharmaceutical company issues. CVS/caremark shall use good faith efforts to project the anticipated RTMD Estimated Rebate. However, CVS/caremark shall have no responsibility or liability to Plan Participants for RTMD overpayments or underpayments.

Rebate invoiced amounts and RTMD Estimated Rebate payments shall be reported ██████████ in the aggregate. Final reconciliation between (i) the RTMD Estimated Rebate payments made by CVS/caremark, and (ii) Rebates collected by CVS/caremark from pharmaceutical companies on the relevant utilization and payable to Participating Group pursuant to the terms of this Agreement (“Actual Rebates”) shall be performed ██████████

██████████ In the event Actual Rebates exceed the RTMD Estimated Rebate payments made by CVS/caremark, such excess shall be paid to the Participating Group with the next regular Rebate payment. In the event Actual Rebates are less than the RTMD Estimated Rebate payments made by CVS/caremark (“Rebate Overpayment”), such Rebate Overpayment shall be paid by Participating Group to CVS/caremark upon receipt of CVS/caremark’s invoice or CVS/caremark may offset such Rebate Overpayment against the next regular Rebate payment.

CVS/caremark may adjust the RTMD Estimated Rebate on future Claims in an equitable manner in the event: ██████████

██████████  
██████████  
██████████

Rebates guarantees are conditioned upon ██████████  
██████████  
██████████  
██████████  
██████████  
██████████

The proposed formulary includes ██████████  
██████████

(C) Additional Non-Reinvested Rebates Terms

- (a) For ██████████ Participating Groups Rebate guarantees across ██████████  
██████████ will be measured and paid on a ██████████ basis.
- (b) For ██████████ and ██████████ Participating Groups, ██████████, Rebate guarantees across ██████████ will be measured and paid on a ██████████ basis and will be reconciled ██████████  
██████████
- (c) Rebate guarantees are based upon ██████████  
██████████



- (ii) AWP discounts for the reinvested rebates offer assume: [REDACTED]
- (iii) Specialty Drug in the category [REDACTED]
- (iv) Pricing guarantees are conditioned upon Participating Group's [REDACTED]

The proposed formulary includes [REDACTED]

**C. General Rebate Terms**

- (i) This Section 4 of Attachment A-1 sets forth various Rebates to be paid or credited by CVS/caremark to HAC (collectively “Participating Group Credits”). It is the intention of the Parties that, for purposes of the Federal Anti-Kickback Statute, these Participating Group Credits shall constitute and shall be treated as discounts against the price of drugs within the meaning of 42 U.S.C. 1320a 7b(b)(3)(A).
- (ii) In addition, Participating Group acknowledges and agrees that, as a condition to its right to receive Participating Group Credits from CVS/caremark, all Participating Group Credits received shall be used exclusively for providing benefits to Plan Participants of the Plan and defraying the reasonable expense of administering the Plan.
- (iii) Qualifying three tier plan designs consists of a plan design with [REDACTED]
- (iv) A three-tier non-qualifying plan design consists of a plan design with [REDACTED]
- (v) A two-tier qualifying plan design consists of an open plan design, [REDACTED]
- (vi) Generic Step Therapy Program: Participating Group may adopt CVS/caremark’s generic step therapy plans (hereinafter referred to as the “GSTP Program”), as amended from time to time by CVS/caremark, as part of its Plan design. Participating Group directs CVS/caremark to implement the coverage limitations, generic substitutions, step-therapies or prior authorizations for the therapeutic classes as identified in the PDD. Participating Group acknowledges and agrees that if it fails to adopt the GSTP Program conditions or otherwise qualify for the GSTP Program, then CVS/caremark reserves the right to modify the financial terms of this Agreement, including any

financial guarantees. Participating Group shall be responsible for amending any applicable Plan documents, as it deems appropriate, to reflect the GSTP Program as part of its benefit.

**5. Networks.** Pricing for networks other than National Network and the CVS/caremark Retail-90 Network is applicable only for [REDACTED]. Each Participating Group that elects one of these Networks acknowledges and agrees that such Participating Group is a [REDACTED]. The pricing for the selected network shall be effective for so long as such network is utilized; otherwise, the selected network pricing shall cease to be in effect and the pricing will be as set forth under “Retail National Network”. In order for a Participating Group to receive the network pricing, CVS/caremark must receive a signed legal document electing the applicable network above from such Participating Group [REDACTED] days prior to implementation. Below is a list of retail Network options, see Section 1 (Definitions) of the Agreement for the details of each Network. The networks in this Attachment A-1 are based on the approximate number of network pharmacies as of the date of the pricing proposal. Pharmacy network participation will vary over time and CVS/caremark does not guarantee the approximate number of network pharmacies.

- (i) CVS/caremark Retail-90 Network
- (ii) Advanced Choice Network
- (iii) Exclusive Choice Network.
- (iv) Access Based Network

**6. Additional Pricing Terms for all offers**

- (i) CVS/caremark will be responsible for any [REDACTED]
- (ii) Any sales, use, or other tax or assessment imposed on items dispensed, or services provided under the Agreement, will be the sole responsibility of the Participating Group.
- (iii) CVS/caremark shall deliver [REDACTED]
- (iv) CVS/caremark agrees to provide HAC with [REDACTED]



**7. Participating Group Credits:**

Section 3 of Exhibit A, as well as, this Section 7 of Attachment A-1 set forth various credits to be paid or credited by CVS/caremark to HAC (collectively the “Participating Group Credits”). It is the intention of the Parties that, for purposes of the Federal Anti-Kickback Statute, these Participating Group Credits shall constitute and shall be treated as discounts against the price of drugs within the meaning of 42 U.S.C. 1320a 7b(b)(3)(A).

In addition, Participating Group acknowledges and agrees that, as a condition to its right to receive Participating Group Credits from CVS/caremark, all Participating Group Credits received shall be used exclusively for providing benefits to Plan Participants of the Plan and defraying the reasonable expense of administering the Plan.

**Exhibit B**  
**Audit Guidelines**

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An audit of the Services is intended to enable HAC and its Participating Groups to confirm that CVS/caremark has complied with its obligations under the Agreement related to administration of the PDD. To accomplish the review in an efficient and timely manner, the following guidelines will apply to the audit process:

**1. Audit Notification Letter**

HAC or Participating Group's request for an audit of CVS/caremark will be directed to the Participating Group Contract Audit Manager either in writing on HAC or Participating Group's letterhead, or by e-mail. Audits require thirty (30) days prior written notice, including receipt of fully executed confidentiality agreement by the HAC'S or Participating Group's auditor and CVS/caremark, detailed audit scope document, and a complete Claims sample, if applicable.

**2. Use of Third Party Auditor**

In the event a third party auditor is used, the auditor shall be a mutually acceptable independent third party retained by HAC or Participating Group, as applicable, and CVS/caremark will not unreasonably withhold agreement of such auditor. The third party auditor shall execute a mutually agreeable confidentiality agreement with CVS/ prior to conducting an audit.

**3. Teleconference**

Upon CVS/caremark's receipt of a request for an audit, CVS/caremark will organize and conduct an initial teleconference between HAC or Participating Group and CVS/caremark. This teleconference will address the following:

- Individual audit participants
- Requirement and purpose of an approved confidentiality agreement (for use with outside audit firms or other HAC or Participating Group representatives, as applicable)
- Onsite requirements
- Mutually established timelines
- Claims data needs and costs
- Prescription copies: timelines, availability and cost
- Guidelines for acceptable verification of audit questions
- Audit Process Confirmation Letter
- Other appropriate issues.

**4. Mutually Agreed Timelines**

HAC or Participating Group and CVS/caremark will mutually agree upon an audit timeline, taking into consideration individual and/or coalition circumstances and constraints. If a mutually agreed upon timeline is not secured, then the timeline *from the time a signed confidentiality agreement is secured* shall be:

- Claim data request – [REDACTED]
- Standard screen prints – two (2) weeks

- Final report and payments made if any outlined below.
- Upon (1) receipt of fully executed confidentiality agreement by HAC's or Participating Group's auditor and CVS/caremark, (2) a detailed audit scope document, (3) a complete Claims sample, if applicable, as set forth in Section 1 above, and (4) completion of the Teleconference set forth in Section 3 above, [REDACTED]

**5. Response to Sampling Questions**

HAC or Participating Group can submit to CVS/caremark questions related to the provided Claim samples. Answers to general questions are normally provided within fourteen (14) business days after the questions have been presented. Answers to Claim level questions are normally provided within thirty (30) business days for a maximum of 300 Claims sample from HAC or Participating Group or HAC's or Participating Group's Auditor's fall out report.

**6. Claims Data Requests**

Claims data specifications shall be clarified during the Teleconference and processed following CVS/caremark's receipt of a signed confidentiality agreement from any third party auditor. Third party auditor and HAC may use and rely on data from CVS/caremark monthly claims file submissions as a source. If HAC or third party auditor requires CVS/caremark to deliver data, such data shall follow the Mutually Agreed Timelines in Section 4 of this Exhibit (Audit Guidelines). The cost of data is outlined in Exhibit A for Individual Audit Participating Group audits. Audits requiring more than a prior Contract Year of data and/or multiple Contract Years during a single audit may be conducted at CVS/caremark's standard audit support charge in Exhibit A and [REDACTED] beyond the previous two (2) Contract Years and a mutually agreed upon timetable.

**7. Audit Report**

In the event of an audit by a third party, CVS/caremark and HAC or Participating Group will be provided a copy of any proposed audit report and CVS/caremark will have up to [REDACTED] to comment on any such report before it is finalized. [REDACTED]

**8. Close of Audit**

Upon finalization of audit results and agreement between HAC or Participating Group and CVS/caremark on any identified financial discrepancies, the period under review will be considered closed. All shortfalls or overpayments of the financial guarantees and Rebate guarantees as a result of any examination or audit shall be paid within [REDACTED] days of execution of an appropriate release document covering the audit period. [REDACTED]

[REDACTED] **Health Action Council or Participating Group is responsible for requesting and performing a comprehensive audit regularly.** To enable the parties to close their financial records in a timely manner, once a Contract Year has been audited,

no further auditing activity for the Contract Year may be performed, notwithstanding that an issue arises in a future period that dates back to the previously audited period. In the event that no prior audits have occurred, any audit findings and adjustments will be limited to a maximum timeframe of three (3) Contract Years (i.e., the Contract Year being audited and up to the preceding two (2) Contracts Years).

**9. Audit Costs**

HAC or Participating Group shall be responsible for all reasonable expenses of the audit. Auditing of Contract Years before the prior Contract Year, and/or multiple Contract Years during a single audit, is subject to payment of an audit support charge.

**10. Audit Team**

CVS/caremark shall use reasonable efforts [REDACTED]  
[REDACTED]  
[REDACTED]

## Exhibit C

### Performance Guarantees

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#### A. IMPLEMENTATION PERFORMANCE GUARANTEES (FOR NET NEW LIVES)

CVS Caremark is offering a one-time implementation guarantee of [REDACTED] per [REDACTED]. The total amount at risk for implementation guarantees will be allocated as indicated below.

1. [REDACTED] **Implementation Timeline.** CVS Caremark guarantees the Participating Group's prescription drug program will be live and processing claims as of the Commencement Date. If the Plan is unable to go-live on the Commencement Date the penalty at risk for this Implementation Timeline guarantee will be credited to Participating Group. Additionally, CVS Caremark shall provide Participating Group an initial Implementation Project Plan for review and approval which highlights tasks, dependencies, milestones, and responsibilities. The Implementation Project Plan will be baselined within a reasonable time following the implementation kickoff and at that time the milestones for this guarantee will be agreed to from the list of Major Milestones outlined below. After initial baseline, the Implementation Project Plan will be updated as needed with CVS Caremark providing updates reflecting any changes mutually agreed upon via a change control process. In the event of an approved change control the milestone date will be measured against the updated date from the mutually approved change control. CVS Caremark shall not be liable for any missed milestone date in the event Participating Group, any third party engaged on behalf of Participating Group, or a regulatory agency fail to provide the necessary information or other dependent tasks as agreed to in the Implementation Project Plan. This guarantee is measured based on [REDACTED]. Each applicable milestone will be equally weighted across all the milestones listed with CVS Caremark crediting Participating Group the weighted amount for each missed milestone, up to the total amount at risk for this guarantee.

#### Major Milestone

1. Deliver Baselined Project Plan
2. Set up Account Structure or Confirm Carrier Build
3. Load Production Eligibility File
4. Set up Prior Authorization Complete
5. Complete Benefit Requirements Document
6. Load Approved Plan Benefits to Production
7. Load Approved Custom Formulary to Production
8. Establish Integrated Accumulation Connectivity
9. Provide Client Information Form for Review
10. Commence Customer Service Calls
11. Mail Member Welcome Kits/ID Cards
12. Mail Member Consolidated Disruption Letters



**B. ONGOING GUARANTEES:**

CVS / caremark is offering [REDACTED] per [REDACTED] for ongoing guarantees. The total amount at risk may be allocated among the performance guarantees at the Participating Group's discretion provided:

- B1). No individual guarantee allocation can have no more than 20% of the amount at risk; and
- B2). The total amount at risk for Specialty performance guarantees in aggregate cannot exceed 10% of the amount at risk; and
- B3) The total amount at risk for the generic dispensing rate performance guarantee cannot exceed 1%; and
- B4) The total percent allocated must equal 100%;

CVS Caremark must receive written notice of Participating Group's allocations at least thirty (30) days prior to the Commencement Date or contract anniversary. If CVS Caremark does not receive written notice of Participating Group's allocation, the total amount at risk will be allocated in accordance to the Default Allocations set forth below:

Category	Guarantee	Reporting and Measurement Frequency	Default Allocation	Measurement Basis Tier 1 & 2	Measurement Basis Tier 3
<b>ACCOUNT MANAGEMENT CATEGORY</b>					
Account Team Satisfaction	A satisfaction survey shall be conducted annually among Participating Group's management team. Overall satisfaction ratings of at least [REDACTED] shall be guaranteed. For the purposes of this guarantee, satisfaction shall be defined as Good or better on the following 5-point scale; Excellent, Very Good, Good, Fair, Poor. CVS Caremark shall be responsible for survey design, data collection, analysis and all costs associated with conducting the surveys.	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Account Team Response Rate	<p>█ of responses shall be returned within █ hours after initial contact during work week. Participating Group will be responsible for documenting and reporting any failure. CVS Caremark will credit Participating Group █ of the amount at risk for each agreed upon occurrence up to the maximum amount at risk allocated to this guarantee.</p>	█	█	█	█
Annual Participating Group Review	<p>CVS/caremark agrees to offer each Participating Group an █ review on a mutually agreed upon date and agenda topics.</p>	█	█	█	█
Response Time for Critical Issue Resolution	<p>Work plan developed and presented within █ Days</p>	█	█	█	█
Issue Log	<p>All issues are tracked in an issues log and status reported by the CVS/caremark account team during regularly scheduled conference calls with HAC and/or Participating Group.</p>	█	█	█	█
Delivery of Management Reports	<p>Data needed to run Participating Group's quarterly standard management reports shall be available within █ days after the end of each █ █</p>	█	█	█	█

**ADMINISTRATION CATEGORY**

	Plan Participant Survey	<p>Satisfaction surveys shall be conducted during the Plan year among HAC's Plan Participants. Survey respondents shall be selected at random from Plan Participants who have recent experiences with one or more of the following CVS Caremark services: 1) Retail Pharmacy benefits; 2) Mail Service Pharmacy benefits; 3) Customer Care.</p> <p>Overall satisfaction ratings of at least [REDACTED] shall be guaranteed. For the purposes of this guarantee, satisfaction shall be defined as Satisfied or better on the following 5-point scale; Completely Satisfied, Very Satisfied, Satisfied, Dissatisfied, Very Dissatisfied. CVS Caremark shall be responsible for survey design, data collection, analysis and all costs associated with conducting the surveys. This is measured and reported on a [REDACTED] and [REDACTED] basis.</p>	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
	Phone Abandonment Rate	<p>Inbound calls to CVS Caremark's toll-free customer service lines shall be answered with an abandonment rate of [REDACTED] or less. Measurement includes calls routed to an IVR and excludes calls abandoned by the Plan Participant within the first [REDACTED] seconds.</p>	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]

	Blocked Calls	All calls to CVS/caremark's toll-free customer service lines shall have a blocked rate of [REDACTED] or less.	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
	Participant Refund Checks	CVS Caremark guarantees that any applicable refund checks will be mailed to Plan Participants within [REDACTED] [REDACTED] Days of amount resolution	[REDACTED]	[REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED]
	Written Inquiries	CVS Caremark guarantees [REDACTED] of all written inquiries received by CVS Caremark's customer service department from all Plan Participants will be responded to within [REDACTED] [REDACTED] Days following the [REDACTED] Day on which the inquiry was received.	[REDACTED]	[REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED]
	First Call Resolution	CVS Caremark will resolve at least [REDACTED] of issues at the first point of contact. First call resolution is the number of inquiries completely resolved at the time of initial contact divided by the total inquiries.	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
	Mail Dispensing Accuracy	CVS Caremark's accuracy in dispensing Prescriptions from its mail service pharmacy (correct drug, correct strength, correct dosage form and correct Plan Participant) shall be at least [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
	Mail Turnaround Time (Clean)	Within an average of [REDACTED] [REDACTED] Days of receipt, CVS Caremark shall dispense all (100%) clean (not requiring intervention or clarification) mail service pharmacy Prescriptions. The average calculation is determined by	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED] [REDACTED]

		taking the total number of Prescriptions metered (as recorded by CVS Caremark's systems standard practices) multiplied by the number of days these Prescriptions took to meter divided by the total number of metered Prescriptions.				
	Mail Turnaround Time (Non-Clean)	Mail Turnaround Time (Requiring Intervention). Within an average of [REDACTED] Days of receipt, CVS Caremark shall dispense all non-clean (requiring intervention or clarification) mail service pharmacy Prescriptions. The average calculation is determined by taking the total number of Prescriptions metered (as recorded by CVS Caremark's systems standard practices) multiplied by the number of days these Prescriptions took to meter divided by the total number of metered Prescriptions.	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	Eligibility Updates	Clean Participating Group eligibility files (i.e., a Participating Group eligibility files meeting mutually agreed upon specifications/format and not exceeding agreed upon thresholds) will be loaded into the CVS Caremark adjudication platform within an average of [REDACTED] hours from the receipt of a Participating Group eligibility file by CVS Caremark (excluding any scheduled adjudication system/software upgrade downtime hours). This performance guarantee is calculated by dividing the sum of clean Participating Group file	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

		load times by the total number of clean files received from the Participating Group. The penalty(s) paid for not meeting this performance guarantee will not exceed contractually agreed upon per occurrence or aggregate amounts.				
	Eligibility Error Report	CVS Caremark must produce an error report on eligibility file with updates within an average of [REDACTED] hours of CVS Caremark receiving a clean and complete electronic eligibility file, which is provided by Participating Group's eligibility vendor and/or Participating Group, as directed by Participating Group	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	Unprocessed Eligibility Transaction	CVS Caremark guarantees that [REDACTED] of all unprocessed transactions will be communicated to the membership processor within [REDACTED] hours and a corrected measure will be identified and reprocessed within [REDACTED] hours of receipt of revised transaction.	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	Claims Data	If Participating Group requests Claims data, CVS/caremark guarantees that monthly Claims information to Participating Group auditor, data warehouse, disease management or health plan vendors shall be provided within [REDACTED] days after the end of each [REDACTED] provided the Participating Group has the capability to accept an electronic (FTP or NDN)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

		submission. If the Participating Group requires a hard copy transmission (tape or cartridge), this standard shall be [REDACTED] days after the end of each [REDACTED].				
	Participant Submitted Paper Claim Turnaround Time (Clean)	CVS Caremark shall process at least [REDACTED] of all commercial Claims electronically submitted by Plan Participants via a CVS Caremark digital asset within [REDACTED] Days of receipt assuming all documentation and requirements necessary to adjudicate the submitted claim(s) are provided and/or met at time of claim submission. CVS Caremark shall credit Participating Group [REDACTED] of the amount at risk for paper submitted Claims for each full percentage point below the target.	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	Claim Payment Accuracy	[REDACTED] Claims accuracy is calculated as the total number of Claims Adjudicated without financial error in the measurement period divided by total number of Claims Adjudicated in the measurement period. CVS Caremark shall pay Participating Group [REDACTED] of the total amount at risk for each full percentage point below [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	ID Card	CVS Caremark guarantees that [REDACTED] of new plan participants will be mailed ID cards excluding other Plan Participant Materials within [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

		<p>██████████ Days of receipt of a clean, accurate and complete electronic file for ongoing eligibility updates. CVS Caremark will credit Participating Group ██████████ of the amount at risk for each full percentage point below the target.</p>				
	Formulary Notifications	<p>CVS Caremark agrees to provide at least ██████████ days' notice to the Participating Group of annual changes effective January 1 and forth ██████████ days' notice of quarterly, non-January 1 changes prior to any Formulary or drug list changes. CVS Caremark agrees to provide membership impact associated with the Formulary or drug list changes in advance, and notify Plan Participants who will be disrupted in a manner agreed upon with the Participating Group.</p>	██████████	██████████	██████████ ██████████	██████████ ██████████
	Strategic Account Leadership Team	<p>Strategic Account Leadership Team will not change except for promotion, transfer out of account management and require a minimum of ██████████ day notice when possible. Termination of employment is excluded from this</p>	██████████	██████████	██████████ ██████████	██████████ ██████████
	Plan Design Updates	<p>CVS Caremark guarantees Plan design updates will be coded within ██████████ ██████████ Days for Participating Group's standard Plan design provided that (a) CVS Caremark does not detect any issues with the plan designs provided by the Participating</p>	██████████	██████████	██████████ ██████████	██████████ ██████████

		<p>Group, and (b) the benefits are submitted in CVS Caremark standard electronic format. The accuracy rate shall be determined by measuring any errors that are reported by either party and may be characterized as a significant Participating Group or Plan Participant disruption or significant inappropriate access to care, within the [REDACTED] days after the Plan design is implemented. The parties agree to report promptly to the other party a benefit set up error that impacts Claims for the Participating Group's Plan Participants and the event, including the associated impact when known, shall be reported to the other party. This guarantee will be determined based on all errors identified within the guarantee reporting period following the effective date of the benefit change and will be measured based on the total number of Claims impacted from all identified errors divided by the total number of Claims processed for the Participating Group for the same time period rounded to the nearest tenth of a percent. CVS Caremark shall credit the Participating Group [REDACTED] of the total amount at risk during the reporting period for the Benefits Set up guarantee for each [REDACTED] below the target, up to the total amount at risk for this guarantee.</p>				
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		For the purposes of this guarantee, a "significant Participating Group or Plan Participant disruption / access to care" shall mean greater than [REDACTED] of the Plan Participants are impacted by the error.				
<b>FINANCIAL MANAGEMENT CATEGORY</b>						
Generic Dispensing (Maximum Allocation 1%)						
	Overall Generic Dispensing Rate	<p>CVS Caremark guarantees that Prescriptions that are dispensed to Plan Participants by Participating Pharmacies in CVS Caremark's network or CVS/caremark's Mail Service Pharmacies (and Maintenance Choice, if applicable) shall be dispensed with a Generic Drug product, as permitted by applicable law and the Plan Participant consents, as follows:</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>Some changes in Plan design, Membership, or demographics can materially affect CVS Caremark's ability to meet the GDR guarantee (for example, situations where generically available medications are excluded from the benefit such as OTC equivalent strengths). Both parties must work together to determine if GDR Guarantee shall be adjusted to account for such change, whether higher or lower, depending on the actual impact of such change. If a Brand Drug does not lose patent expiration when expected due to</p>	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

		<p>unforeseen circumstances, including but not limited to litigation, the parties acknowledge and agree an adjustment would need to be made to GDR guarantee.</p> <p>Any potential penalty will be determined based on the following formula: (Avg Amt Pd per Multi-Source Brand Drug - Avg Amt Pd per Generic Drug) multiplied by (GDR guarantee - GDR measured) multiplied by total Claims. Specialty Drugs, Compound Claims, Paper Claims, COB Claims, DAW 1, 2, and 7, and Vaccines are not included in the GDR guarantee calculation.</p> <p>Penalties for a shortfall on the GDR guarantee will be paid on a dollar-for-dollar basis, up to the amount at risk allocated to this guarantee.</p>				
<b>PARTICIPATING PHARMACY ACCESS CATEGORY</b>						



	Network Stability	CVS/caremark commits during the Term of this Agreement that a loss of any individual, independent Participating Pharmacy or Participating Pharmacy chain in the CVS/caremark National Network will result in no more than [REDACTED] disruption of Participating Group's annual Claim volume, provided that pharmacies remain in business, are not involved in fraudulent activities, or perform any actions that warrant removal from the network. This guarantee does not apply to [REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
<b>SPECIALTY CATEGORY</b>						
	Specialty Average Speed of Answer.	Calls to CVS Caremark's toll free Specialty Customer Care lines shall be answered within an average time of [REDACTED] seconds or less.	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	Specialty Abandonment Rate.	Calls to CVS Caremark's toll free Specialty Customer Care lines shall have an abandonment rate of [REDACTED] or less. Measurement excludes calls abandoned by Plan Participants within the first [REDACTED] seconds.	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

	<b>Specialty On Time Delivery.</b>	CVS Caremark guarantees [REDACTED] of prescriptions from its specialty pharmacies will be received by the Plan Participant or physician on the scheduled delivery date. Such guarantee shall exclude prescriptions that are subsequently cancelled or requested to be held for future processing, as well as situations beyond CVS Caremark's control including but not limited to, act of God, natural disasters, strikes, and war.	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	<b>Specialty Dispensing Accuracy.</b>	CVS Caremark accuracy in dispensing prescriptions from its specialty pharmacies (correct drug, correct strength, correct dosage form, correct labeling) shall be at least [REDACTED]. This standard will be measured and reported [REDACTED] on [REDACTED].	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	<b>Specialty Participant Satisfaction.</b>	CVS Caremark guarantees its participant satisfaction using Caremark's survey tool will achieve at least a [REDACTED] satisfaction rating annually among plan participant respondents. This guarantee shall be reported and measured [REDACTED] on [REDACTED].	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

	<p><b>Specialty Adherence to Therapy, Clinical MPR.</b></p>	<p>CVS Caremark shall achieve an overall adherence rate of [REDACTED] MPR in the aggregate for the following therapies: [REDACTED]  [REDACTED]  [REDACTED]  [REDACTED]  [REDACTED]  [REDACTED]  [REDACTED]  [REDACTED]  [REDACTED] This guarantee shall be measured and reported [REDACTED] on the [REDACTED] [REDACTED]. Delivery of reports to Client will be within [REDACTED] [REDACTED] days following the end of [REDACTED] ar. CVS Caremark will only measure adherence if there are at least [REDACTED] participants receiving at least [REDACTED] fills of a medication in the therapeutic class within the [REDACTED] being measured. MPR is defined as total day's supply of medication received by participant divided by the total day's exposure to therapy with the MPR greater than zero.</p>	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	<p><b>Specialty Management. Assay</b></p>	<p>CVS Specialty guarantees the percentage variance (carried to the hundredths decimal place) between the aggregate dispensed dose and the prescribed dose of factor for Plan Participants will not exceed [REDACTED] for those hemophilia medications set forth in the Specialty Drug Fee Schedule provided CVS Caremark has dispensed 25</p>	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

		<p>factor orders in the reporting period. Assay management will be calculated [REDACTED]. The Performance Guarantee will apply to the aggregated [REDACTED] assay management calculation. Assay matching will be calculated utilizing the target dose from the prescription. In the event a prescription specifies a dosage range in lieu of a target dose, the mid-point of the dosage range will be used to calculate the assay matching percentage (carried to the hundredths decimal places). This guarantee shall be based on the aggregate percentage (carried to the hundredths decimal places) for Plan Participants calculated by utilizing the following formula for each hemophilia medication:</p> <p>·% Variance = [(Total units dispensed - Total units prescribed) / Total units prescribed] x 100.</p> <p>·Total prescribed factor units in the equation above will reflect the sum of the prescribed target dose or the mid-point of the dosage range depending upon whether the prescription specifies a target dose or a dosage range.</p> <p>The following are exclusions to the Assay Matching standard:</p> <p>·Pediatric doses below 250 IU's are not included (FDA production requirements regarding low potency are</p>				
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		<p>"Equal to or greater than 250 IU's, not to exceed 349 units").</p> <ul style="list-style-type: none"> <li>·Any products/potencies in short supply and confirmed in writing by the manufacturer or by lists of available inventory by manufacturer.</li> <li>·Humate P, Tretten and Corifact dispenses will be excluded from the assay management calculation</li> </ul> <p>This guarantee shall be measured and reported on a [REDACTED] basis. Should CVS Caremark fail to meet the above state guarantee, CVS Caremark shall credit Participating Group \$ [REDACTED] per Plan Participant.</p>				
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**CONDITIONS:**

CVS Caremark agrees to perform in accordance with the performance standards described. Unless otherwise stated, all performance standards shall be measured at the Participating Group level based on CVS Caremark's standard calculation methodology.

For purposes of the performance standards herein, the term "Business Day" will mean CVS Caremark's normal business hours on any day other than a Saturday or Sunday or a day on which CVS Caremark is closed for general business purposes.

The proposed performance guarantees will be adjusted equitably by the parties to the extent that CVS Caremark has suffered a force majeure event during the applicable measurement period.

CVS Caremark will diligently attempt to maintain its performance at the levels represented herein, provided that failure to achieve or maintain those levels does not constitute a default for purposes of the termination provisions set forth in the Agreement.

CVS Caremark will not be liable to HAC or Participating Group for any failure to satisfy a performance guarantee during any time that no agreement existed between CVS Caremark and HAC or Participating Group, even if a subsequent written agreement between the parties provides that the Effective Date of the Agreement or Commencement Date of the PGA is prior to the time at which the written agreement actually was executed by the parties.

If CVS Caremark fails to satisfy a performance guarantee that is measured for all CVS Caremark clients utilizing the same process platform, CVS Caremark will have satisfied a performance guarantee regarding HAC or Participating Group if it satisfies that guarantee with respect to Participating Group only.

If any period covered by the Agreement or PGA is less than the period covered by the proposed performance guarantee, and CVS Caremark has not met such performance guarantee for such period, the amount at risk associated with such failure will be prorated to reflect the actual period during which the Agreement or PGA was in effect.

CVS Caremark shall provide the performance guarantee report card no later than [REDACTED] days after the end of the applicable calendar quarter in CVS Caremark's standard reporting format. Should the report card fall due on a non-Business Day, the report card will be provided on the first Business Day following the due date. Any applicable amounts owed to Participating Group will be credited on the month end invoice following the month of the year-end reporting date. For example, year-end reporting for 2022 is provided on or around March 31, 2023 and payment would be made no later than April 30, 2023, which is within [REDACTED] days after the end of the year.

In the event CVS Caremark fails to meet the proposed guarantees, the amounts at risk described above will be the sole and exclusive remedy available to HAC or Participating Group for such failure.

For risk calculation purposes, the number of covered Plan Participants will be based on the actual number of covered Plan Participants within the Participating Group as of the Commencement Date or the first day of the anniversary being measured (example: for the period 1/1/2022 – 12/31/2022, the total amount at risk will be [REDACTED] multiplied by the actual number of covered Plan Participants on 1/1/2022).

## Exhibit D Specialty Fee Schedule

The rates quoted herein apply to specialty products dispensed from specialty mail pharmacies that are CVS/caremark Affiliates.

CVS/caremark shall make available, effective January 1, 2022, the specialty fee schedules described in Attachments D-1 through D-6 to eligible Participating Groups based on the pricing option elected in the Participating Group Addendum as outlined below. For Participating Groups with an effective date of January 1, 2022 or later, the specialty fee schedule described herein shall be effective the first day of the next calendar month following [REDACTED] days of CVS/caremark's receipt of an executed Participating Group Addendum.

Attachment	Specialty Fee Schedule per Participating Group
D-1	[REDACTED] Participating Groups who have elected the Traditional Rebate Pricing Option
D-2	[REDACTED] Participating Groups who have elected the Traditional Rebate Pricing Option
D-3	[REDACTED] Participating Groups who have elected the Traditional Rebate Pricing Option
D-4	[REDACTED] Participating Groups who have elected the Reinvested Rebate Pricing Option
D-5	[REDACTED] Participating Groups who have elected the Reinvested Rebate Pricing Option
D-6	[REDACTED] Participating Groups who have elected the Reinvested Rebate Pricing Option

**The following terms and conditions apply to all Specialty Fee Schedules:**

**PER DIEMS, NURSING & EQUIPMENT:**

\* Uromodulin, Veletri, Flolan, Epoprostenol Sodium & Treprostinil Sodium for Injection: [REDACTED] per day

\*\*Ventavis: Participating Group acknowledges and agrees an I-Neb is necessary for the administration of Ventavis. For each I-Neb provided to Plan Participant, upon the initiation of therapy or in the event a replacement I-Neb is necessary, Participating Group shall reimburse CVS Caremark \$ [REDACTED] for each I-Neb.

\*\*\* Unless otherwise stated above: [REDACTED] per dose

Nursing Charges: [REDACTED]0 per visit up to [REDACTED] hours, \$ [REDACTED] for each hour thereafter. Alternatively, CVS Caremark can refer any medically necessary nursing services to Participating Group's contracted nursing agency, in which case nursing services will be billed separately by those agencies.

In further consideration of the fees and charges to be paid to CVS Caremark under the Agreement, CVS Caremark will bill any applicable nursing and equipment charges and per diems to the Plan Participant's medical benefit. In the event it is not possible to bill such nursing and equipment

charges and per diems to the Plan Participant's medical benefit or it is determined there is no coverage, CVS Caremark shall bill Participating Group directly for any nursing and equipment charges and per diem associated with Specialty Drugs.

Routine ancillary supplies (e.g., syringes, alcohol swabs, cotton balls) are included in the Specialty Drug prices set forth in the Specialty Fee Schedules set forth herein, unless otherwise indicated on in that applicable Specialty Fee Schedule as being charged separately as part of an equipment fee or per diem.

**PRODUCT SHORTAGE:**

In the event of an industry-wide product shortage, CVS Caremark reserves the right to adjust pricing upon notice to Participating Group.





































**EXCLUSIVE SPECIALTY OFFER:**

The Specialty Brand Effective Rate (SBER) and Specialty Generic Effective Rate (SGER) offers are conditioned [REDACTED]

[REDACTED] CVS/caremark may amend the individual Specialty Drug discounts from time to time [REDACTED]. The SBER and SGER are measured and reconciled [REDACTED]

Specific to the Specialty SBER and SGER, the new to market Specialty Drugs, Limited Distribution Drugs and new to market biosimilars are [REDACTED]. The following Claims are priced accordingly:

- New to market Specialty Drugs will be priced at AWP - [REDACTED]
- Limited Distribution Drugs will be priced at AWP - [REDACTED]
- New to market Biosimilars will be priced at AWP - [REDACTED]

MAC: Certain dosage forms and strengths may not be included on the MAC list and shall be priced at the specialty default rate.

The exclusive Specialty Drug offer includes the provision by CVS/caremark of nurse-based rare condition care management services for Engaged Members (defined below) with the following rare conditions pursuant to the AccordantCare Specialty program established by CVS/caremark, as may be amended by CVS/caremark from time to time: Crohn's Disease, Cystic Fibrosis, Gauchers Disease, Hemophilia, Lupus, Multiple Sclerosis, Rheumatoid Arthritis, and Ulcerative Colitis (the 'AccordantCare Specialty Program'). Pursuant to the AccordantCare Specialty Program, Participating Group acknowledges that CVS/caremark will utilize those Specialty Drug Claims that are filled by CVS/caremark's specialty pharmacy to identify and outreach to Plan Participants that CVS/caremark determines are likely to have one of the above listed rare conditions (each an 'Eligible Member'), and CVS/caremark may communicate with medical and other healthcare providers and any health plans providing benefits to Engaged Members. Participating Group acknowledges that the AccordantCare Specialty Program is intended solely to provide education of, and support to, Engaged Members in the diagnosis and treatment provided by their healthcare providers. 'Engaged Member' means an Eligible Member who elects to receive and receives AccordantCare Specialty Program services.

**OPEN SPECIALTY OFFER:**

- New to market Specialty Drugs will be priced at AWP - [REDACTED]
- New to market Limited Distribution Drugs will be priced at AWP - [REDACTED]
- New to market Biosimilars will be priced at AWP - [REDACTED]

MAC: Certain dosage forms and strengths may not be included on the MAC list and shall be priced at the specialty default rate.





































**EXCLUSIVE SPECIALTY OFFER:**

The Specialty Brand Effective Rate (SBER) and Specialty Generic Effective Rate (SGER) offers are conditioned [REDACTED]  
[REDACTED] CVS Caremark may amend the individual  
Specialty Drug discounts from time to time [REDACTED] The SBER and SGER are measured and reconciled [REDACTED]  
[REDACTED] Specific to the SBER and SGER, the new to market Specialty Drugs, Limited Distribution Drugs and new to  
market Biosimilars are [REDACTED]. The following Claims are priced accordingly:

- New to market Specialty Drugs will be priced at AWP [REDACTED]
- Limited Distribution Drugs will be priced at AWP [REDACTED]
- New to market Biosimilars will be priced at AWP [REDACTED]

MAC: Certain dosage forms and strengths may not be included on the MAC list and shall be priced at the specialty default rate.

The exclusive Specialty Drug offer includes the provision by CVS Caremark of nurse-based rare condition care management services for Engaged Members (defined below) with the following rare conditions pursuant to the AccordantCare Specialty program established by CVS Caremark, as may be amended by CVS Caremark from time to time: Crohn's Disease, Cystic Fibrosis, Gauchers Disease, Hemophilia, Lupus, Multiple Sclerosis, Rheumatoid Arthritis, and Ulcerative Colitis (the 'AccordantCare Specialty Program'). Pursuant to the AccordantCare Specialty Program, Participating Group acknowledges that CVS Caremark will utilize those Specialty Drug Claims that are filled by CVS Caremark's specialty pharmacy to identify and outreach to Members that CVS Caremark determines are likely to have one of the above listed rare conditions (each an 'Eligible Member'), and CVS Caremark may communicate with medical and other healthcare providers and any health plans providing benefits to Engaged Members. Participating Group acknowledges that the AccordantCare Specialty Program is intended solely to provide education of, and support to, Engaged Members in the diagnosis and treatment provided by their healthcare providers. 'Engaged Member' means an Eligible Member who elects to receive and receives AccordantCare Specialty Program services.

**OPEN SPECIALTY OFFER:**

- New to market Specialty drugs will be priced at AWP [REDACTED]
- New to market Limited Distribution drugs will be priced at AWP [REDACTED]
- New to market biosimilars will be priced at AWP [REDACTED]

MAC: Certain dosage forms and strengths may not be included on the MAC list and shall be priced at the specialty default rate.





































**EXCLUSIVE SPECIALTY OFFER:**

The Specialty Brand Effective Rate (SBER) and Specialty Generic Effective Rate (SGER) offers are conditioned [REDACTED]

[REDACTED] CVS/caremark may amend the individual Specialty Drug discounts from time to time to manage the SBER and SGER commitments. The SBER and SGER are measured and reconciled [REDACTED]

[REDACTED] Specific to the SBER and SGER, the New to Market Specialty Drugs, Limited Distribution Drugs and New to market Biosimilars are [REDACTED]

The following Claims are priced accordingly:

- New to market Specialty Drugs will be priced at AWP - [REDACTED]
- Limited Distribution Drugs will be priced at AWP - [REDACTED]
- New to market Biosimilars will be priced at AWP - [REDACTED]

MAC: Certain dosage forms and strengths may not be included on the MAC list and shall be priced at the specialty default rate.

The exclusive Specialty Drug offer includes the provision by CVS/caremark of nurse-based rare condition care management services for Engaged Members (defined below) with the following rare conditions pursuant to the AccordantCare Specialty program established by CVS/caremark, as may be amended by CVS/caremark from time to time: Crohn's Disease, Cystic Fibrosis, Gauchers Disease, Hemophilia, Lupus, Multiple Sclerosis, Rheumatoid Arthritis, and Ulcerative Colitis (the 'AccordantCare Specialty Program'). Pursuant to the AccordantCare Specialty Program, Participating Group acknowledges that CVS/caremark will utilize those Specialty Drug Claims that are filled by CVS/caremark h's specialty pharmacy to identify and outreach to Plan Participants that CVS/caremark determines are likely to have one of the above listed rare conditions (each an 'Eligible Member'), and CVS/caremark may communicate with medical and other healthcare providers and any health plans providing benefits to Engaged Members. Participating Group acknowledges that the AccordantCare Specialty Program is intended solely to provide education of, and support to, Engaged Members in the diagnosis and treatment provided by their healthcare providers. 'Engaged Member' means an Eligible Member who elects to receive and receives AccordantCare Specialty Program services.

**OPEN SPECIALTY NETWORK OFFER:**

- New to market Specialty Drugs will be priced at AWP - [REDACTED]
- New to market Limited Distribution Drugs will be priced at AWP - [REDACTED]
- New to market Biosimilars will be priced at AWP - [REDACTED]

MAC: Certain dosage forms and strengths may not be included on the MAC list and shall be priced at the specialty default rate.





































**NOTES:**

**EXCLUSIVE SPECIALTY OFFER:**

The Exclusive Specialty Brand and Generic discount offers are conditioned on (i) [REDACTED]  
[REDACTED]

[REDACTED] The following Claims are priced accordingly:

- New to market Specialty Drugs will be priced at AWP - [REDACTED]
- New to market Limited Distribution Drugs will be priced at AWP - [REDACTED]
- New to market Biosimilars will be priced at AWP - [REDACTED]

The exclusive Specialty Drug offer includes the provision by CVS/caremark of nurse-based rare condition care management services for Engaged Members (defined below) with the following rare conditions pursuant to the AccordantCare Specialty program established by CVS/caremark, as may be amended by CVS/caremark from time to time: Crohn's Disease, Cystic Fibrosis, Gauchers Disease, Hemophilia, Lupus, Multiple Sclerosis, Rheumatoid Arthritis, and Ulcerative Colitis (the 'AccordantCare Specialty Program'). Pursuant to the AccordantCare Specialty Program, Participating Group acknowledges that CVS/caremark will utilize those Specialty Drug Claims that are filled by CVS/caremark's specialty pharmacy to identify and outreach to Plan Participants that CVS/caremark determines are likely to have one of the above listed rare conditions (each an 'Eligible Member'), and CVS/caremark may communicate with medical and other healthcare providers and any health plans providing benefits to Engaged Members. Participating Group acknowledges that the AccordantCare Specialty Program is intended solely to provide education of, and support to, Engaged Members in the diagnosis and treatment provided by their healthcare providers. 'Engaged Member' means an Eligible Member who elects to receive and receives AccordantCare Specialty Program services.

**OPEN SPECIALTY NETWORK OFFER:**

- New to market Specialty Drugs will be priced at AWP - [REDACTED]
- New to market Limited Distribution Drugs will be priced at AWP - [REDACTED]
- New to market Biosimilars will be priced at AWP - [REDACTED]







































[REDACTED]									
		[REDACTED]							
		[REDACTED]							
		[REDACTED]							
		[REDACTED]							
		[REDACTED]							
		[REDACTED]							
		[REDACTED]							
		[REDACTED]							
		[REDACTED]							

**NOTES:**

**EXCLUSIVE SPECIALTY OFFER:**

The Exclusive Specialty Brand and Generic discount offers are conditioned on [REDACTED]  
[REDACTED]

[REDACTED]. The following Claims are priced accordingly:

- New to market Specialty Drugs will be priced at AWP - [REDACTED]
- New to market Limited Distribution Drugs will be priced at AWP - [REDACTED]
- New to market Biosimilars will be priced at AWP - [REDACTED]

The exclusive Specialty Drug offer includes the provision by CVS/caremark of nurse-based rare condition care management services for Engaged Members (defined below) with the following rare conditions pursuant to the AccordantCare Specialty program established by CVS/caremark, as may be amended by CVS/caremark from time to time: Crohn's Disease, Cystic Fibrosis, Gauchers Disease, Hemophilia, Lupus, Multiple Sclerosis, Rheumatoid Arthritis, and Ulcerative Colitis (the 'AccordantCare Specialty Program'). Pursuant to the AccordantCare Specialty Program, Participating Group acknowledges that CVS/caremark will utilize those Specialty Drug Claims that are filled by CVS/caremark's specialty pharmacy to identify and outreach to Plan Participants that CVS/caremark determines are likely to have one of the above listed rare conditions (each an 'Eligible Member'), and CVS/caremark may communicate with medical and other healthcare providers and any health plans providing benefits to Engaged Members. Participating Group acknowledges that the AccordantCare Specialty Program is intended solely to provide education of, and support to, Engaged Members in the diagnosis and treatment provided by their healthcare providers. 'Engaged Member' means an Eligible Member who elects to receive and receives AccordantCare Specialty Program services.

**OPEN SPECIALTY NETWORK OFFER:**

- New to market Specialty Drugs will be priced at AWP - [REDACTED]
- New to market Limited Distribution Drugs will be priced at AWP - [REDACTED]
- New to market Biosimilars will be priced at AWP - [REDACTED]





































**EXCLUSIVE SPECIALTY OFFER:**

The Exclusive Specialty Brand and Generic discount offers are conditioned on [REDACTED]  
[REDACTED] The following Claims are priced accordingly:

- New to market Specialty Drugs will be priced at AWP - [REDACTED]
- New to market Limited Distribution Drugs will be priced at AWP - [REDACTED]
- New to market Biosimilars will be priced at AWP - [REDACTED]

The exclusive Specialty Drug offer includes the provision by CVS Caremark of nurse-based rare condition care management services for Engaged Members (defined below) with the following rare conditions pursuant to the AccordantCare Specialty program established by CVS Caremark, as may be amended by CVS Caremark from time to time: Crohn’s Disease, Cystic Fibrosis, Gauchers Disease, Hemophilia, Lupus, Multiple Sclerosis, Rheumatoid Arthritis, and Ulcerative Colitis (the 'AccordantCare Specialty Program'). Pursuant to the AccordantCare Specialty Program, Participating Group acknowledges that CVS Caremark will utilize those Specialty Drug Claims that are filled by CVS Caremark’s specialty pharmacy to identify and outreach to Members that CVS Caremark determines are likely to have one of the above listed rare conditions (each an 'Eligible Member'), and CVS Caremark may communicate with medical and other healthcare providers and any health plans providing benefits to Engaged Members. Participating Group acknowledges that the AccordantCare Specialty Program is intended solely to provide education of, and support to, Engaged Members in the diagnosis and treatment provided by their healthcare providers. 'Engaged Member' means an Eligible Member who elects to receive and receives AccordantCare Specialty Program services.

**OPEN SPECIALTY NETWORK OFFER:**

- New to market Specialty Drugs will be priced at AWP - [REDACTED]
- New to market Limited Distribution Drugs will be priced at AWP - [REDACTED]
- New to market Biosimilars will be priced at AWP - [REDACTED]

**Exhibit E**  
**Participating Group Addendum**

Participating Group Legal Name: \_\_\_\_\_

Participating Group Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Participating Group Addendum Effective Date: \_\_\_\_\_

Participating Group Addendum End Date: \_\_\_\_\_

Participating Group represents that the Plan is  / is not  governed by ERISA.

**1. Participating Group Addendum.**

This Participating Group Addendum (“Addendum”) supplements the Amended and Restated Prescription Benefit Services Agreement among CaremarkPCS Health, L.L.C. (“CVS/caremark” or “CVS Caremark”), Health Action Council (“HAC”) and Cooperative Council of Governments (“CCOG”) dated as of January 1, 2022, as amended from time to time (“Master Agreement”). All capitalized terms used in this Addendum but not defined in this Addendum shall have the meaning set forth in the Master Agreement.

**2. Participating Group.**

The undersigned Participating Group (“Participating Group”) is a member of HAC. Participating Group has reviewed the Master Agreement and desires that CVS/caremark provide to it the products and services described in the Master Agreement on the terms and conditions set forth in the Master Agreement, as amended from time to time, and this Addendum.

By signing this Addendum:

- (a) Participating Group agrees to the terms and conditions of the Master Agreement, including the Exhibits attached thereto and any subsequent amendments to the Master Agreement which may be entered into between HAC, CCOG and CVS/caremark, and this Addendum. Subsequent amendments to the Master Agreement need be submitted only to HAC and CCOG for approval. Participating Group acknowledges and agrees that HAC, CCOG and CVS/caremark may amend all or any portion of the Master Agreement, without Participating Group Consent, and Participating Group hereby agrees to be bound by any such amendment.
- (b) Participating Group shall be considered a “Party” to the Master Agreement.
- (c) Participating Group acknowledges and hereby specifically agrees to the terms of Section 6.3 (Control of Plan) of the Master Agreement.

**3. Formulary, Pricing Model, Network, Specialty, Generic Step Therapy Elections, Specialty and other program Elections.**

Participating Group hereby elects the following pricing options as further described in the Master Agreement::

<b>Select, as elected</b>	<b>Formulary</b>
<input type="checkbox"/>	CVS Caremark Formulary - Standard Control
	<b>Select one of the following options with respect to drug exclusions</b>
	<input type="checkbox"/> With drug exclusions (“Opt-In”)
	<input type="checkbox"/> Without drug exclusions (“Opt-Out”)
	<b>Optional, select below if elected</b>
	<input type="checkbox"/> CVS Caremark Advanced Control Specialty Formulary™
<input type="checkbox"/>	CVS Caremark Advanced Control Formulary™
<input type="checkbox"/>	CVS Caremark Value Formulary - Standard
	<b>Optional, select below if elected</b>
	<input type="checkbox"/> CVS Caremark Advanced Specialty Formulary™
<b>Select, as elected</b>	<b>Pricing Model</b>
	[OPTION 1- <input type="checkbox"/> NADAC]
	[OPTION 2- <input type="checkbox"/> Traditional or Transparent Pricing]
<input type="checkbox"/>	<b>Traditional Pricing</b>
	<input type="checkbox"/> With Reinvested Rebates
	<input type="checkbox"/> With Rebates
	<input type="checkbox"/> Quarterly Payout
	<input type="checkbox"/> Real Time Manufacturer Discount (RTMD)
<input type="checkbox"/>	<b>Transparent Pricing</b>
	<input type="checkbox"/> With Rebates
	<input type="checkbox"/> Quarterly Payout
	<input type="checkbox"/> Real Time Manufacturer Discount (RTMD)
<b>Select those that Apply</b>	<b>Retail Network</b>
<input type="checkbox"/>	National Network – Retail 30
<input type="checkbox"/>	Advanced Choice Network (Available only for ERISA Plans)
<input type="checkbox"/>	Exclusive Choice Network (Available only for ERISA Plans)
<input type="checkbox"/>	Access Based Network
<input type="checkbox"/>	National Network (for NADAC Pricing Model Only)
<b>Select one, as elected</b>	<b>Maintenance Choice or Retail-90</b>

<input type="checkbox"/>	Maintenance Choice (If elected, Maintenance Choice pricing terms stated in Attachment A-1 will apply to Maintenance Choice Prescriptions, as defined in Exhibit I, filled at CVS/pharmacy locations.)  (select only one) <input type="checkbox"/> .Maintenance Choice Voluntary <input type="checkbox"/> ..Maintenance Choice Program – Mandatory <input type="checkbox"/> ..Maintenance Choice Program – Incentivized  Or <input type="checkbox"/> Retail-90
<b>Select, if applicable</b>	
<input type="checkbox"/>	Participating Group Owned Pharmacy
<b>Select one, as elected</b>	<b>Generic Step Therapy</b>
<input type="checkbox"/>	None
<input type="checkbox"/>	Traditional Generic Step Therapy (“TGST”)
<input type="checkbox"/>	High Performance Generic Step Therapy (“HPGST”)
<b>Select one, as elected</b>	<b>Specialty Network</b>
<input type="checkbox"/>	Exclusive Specialty Network
<input type="checkbox"/>	Open Specialty Network
<b>Select one, as elected</b>	<b>Invoicing Terms</b>
<input type="checkbox"/>	Standard Invoice Issuance Frequency
<input type="checkbox"/>	Non-Standard Invoice Issuance Frequency
<b>Select one, as elected</b>	<b>Payment Terms</b>
<input type="checkbox"/>	Standard Invoice Payment Frequency
<input type="checkbox"/>	Non-Standard Invoice Payment Frequency
<b>Select, as elected</b>	<b>Consultant/Broker Fees and Third Party Credits</b>
<input type="checkbox"/>	Consultant/Broker Fee <sup>1</sup> :  Consultant/Broker Legal Name: <span style="background-color: yellow; display: inline-block; width: 200px; height: 1em;"></span>

	\$ _____ per <input type="checkbox"/> paid Claim <input type="checkbox"/> employee per month (PEPM)
<input type="checkbox"/>	Consultant/Broker Fee <sup>1</sup> :  Consultant/Broker Legal Name: _____ \$ _____ per <input type="checkbox"/> paid Claim <input type="checkbox"/> employee per month (PEPM)
<input type="checkbox"/>	Third Party Credit.  Third Party Legal Name: _____ \$ _____ per <input type="checkbox"/> paid Claim <input type="checkbox"/> employee per month (PEPM)
<input type="checkbox"/>	Third Party Credit.  Third Party Legal Name: _____ \$ _____ per <input type="checkbox"/> paid Claim <input type="checkbox"/> employee per month (PEPM)

Notes

- 1: Consultant/Broker Fee. Commencing after the Participating Group Addendum Effective Date, CVS/caremark agrees to collect from Participating Group and remit to Participating Group’s consultant/broker, identified in the grid above (the “Consultant/Broker”) on Participating Group’s behalf and at Participating Group’s direction, the per paid Claim amount, as set forth in the grid above, to be paid for services provided by such Consultant/Broker to Participating Group until the earlier of: (i) three (3) Contract Years after the Participating Group Addendum Effective Date, or (ii) Participating Group no longer authorizes the payments to such Consultant/Broker and does not designate another eligible third party. If Participating Group does not designate another eligible third party to receive this payment, the parties agree that this credit will terminate.
  
- 2: Third Party Credit. Commencing after the Participating Group Addendum Effective Date, CVS/caremark shall pay to Participating Group’s Consultant/Broker, identified in the grid above (the “Third Party”), on the Participating Group’s behalf and at its direction, the per Claim credit, as set forth in the grid above, for services provided by such Third Party to Participating Group (“Third Party Credits”) until the earlier of: (i) three (3) Contract Years after the Participating Group Addendum Effective Date, or (ii) Participating Group no longer authorizes the payment to such Third Party and does not designate another eligible third party to receive this payment, the parties agree that the Third Party Credit will terminate.

**4. Clinical and Optional Programs.**

Participating Group acknowledges that additional Clinical and/or Optional programs, as set forth in the PBM Services Schedules in Attachments 1 and 2 to Exhibit A, may be offered by CVS/caremark, and any such programs elected by Participating Group shall be detailed in the Participating Group’s PDD, or as required, through an amendment to this Participating Group Addendum.

	<b>Utilization Management Programs</b>
<b>Select, if elected</b>	
<input type="checkbox"/>	<b>Next Generation Transform Diabetes Care</b>
<b>Select one, as elected</b>	<b>Drug Exclusion Plan Design</b>
<input type="checkbox"/>	Duexis and Vimovo Prior Authorization Administrative Fee Option:  \$ ____ per Claim
<input type="checkbox"/>	Drug Exclusion Plan Design –Bundle (Excludes Duexis / Vimovo) Administrative Fee:  \$ ____ per Claim

**5. Performance Guarantee Category Allocations.**

Participating Group may allocate among Performance Guarantee Categories. Participating Group has the right to reallocate annually. If Participating Group does not notify of a change to the allocation within thirty (30) days of the request from CVS/caremark, the previous Contract Year’s allocation will apply. In no instance shall: (a) a single performance guarantee exceed 20%; and (b) the Overall Generic Dispensing Rate exceed 1%.

Account Management Category	Default Election	Participating Group Election
Account Team Satisfaction	████	
Account Team Response Rate	████	
Annual Participating Group Review	████	
Response Time for Critical Issue Resolution	████	
Issue Log	████	
Delivery of Management Reports	████	
<b>Administration Category</b>		
Plan Participant Survey	████	
Phone Abandonment Rate	████	
Blocked Calls	████	
Participant Refund Checks	████	
Written Inquiries	████	
First Call Resolution	████	
Mail Dispensing Accuracy	████	
Mail Turnaround Time (Clean)	████	
Mail Turnaround Time (Non-Clean)	████	
Eligibility Updates	████	
Eligibility Error Report	████	
Unprocessed Eligibility Transaction	████	
Claims Data	████	
Participant Submitted Paper Claim Turnaround Time (Clean)	████	
Claim Payment Accuracy	████	
ID Card	████	
Formulary Notifications	████	
Strategic Account Leadership Team	████	
Plan Design Updates	████	
<b>Financial Management Category</b>		
Overall Generic Dispensing Rate	████	
<b>Participating Pharmacy Access Category</b>		
Participating Pharmacy Access / Network Guarantee	████	
Network Stability	████	
<b>Specialty Category</b>		
Specialty Average Speed of Answer	████	
Specialty Phone Abandonment Rate	████	
Specialty On-Time Delivery	████	
Specialty Dispensing Accuracy	████	
Specialty Participant Satisfaction	████	
Specialty Adherence to Therapy, Clinical MPR	████	
Specialty Assay Management	████	
	100.00%	0.00%

6. **Business Associate Obligations.**

Participating Group and CVS/caremark agree that in connection with the provision of Services under this Addendum and the Master Agreement, the Participating Group on behalf of the Plan and CVS/caremark agree that the Business Associate Obligation, attached hereto as Attachment 1 to this Addendum, shall apply between Participating Group's Plan (the "Covered Entity" or "Plan") and CVS/caremark (the "Business Associate"), except to the extent that Participating Group and CVS/caremark agree on other Business Associate terms. In compliance with applicable Law, including HIPAA, CVS/caremark may share Plan Participant information, including PHI, as appropriate for the treatment, payment and health care operations of other health care providers (which may or may not be a CVS/caremark Affiliate) or plans.

The Participating Group understands that HAC and CCOG are not business associates of any Plan maintained by the Participating Group which is subject to this Addendum and agrees not to direct or cause anyone else to direct PHI to HAC or CCOG.

7. **Administrative Fees**

A. **Administrative Fees Paid by CVS/caremark to HAC.** HAC acknowledges that it acts as a group purchasing organization, negotiating discounted purchasing arrangements for Participating Groups. Each Participating Group acknowledges that HAC may receive fees from CVS/caremark as a provider of services to Participating Groups. CVS/caremark shall pay HAC a [REDACTED] administrative fee of:

- (i) [REDACTED]0 (paid in [REDACTED] in [REDACTED]); and
- (ii) for Participating Groups that were Participating Groups before January 1, 2017: (x) [REDACTED] [REDACTED] for existing Participating Groups as of January 1, 2012, or (y) [REDACTED] [REDACTED] for existing Participating Groups joining effective after January 1, 2012 and before January 1, 2017; and
- (iii) for new Participating Groups that become Participating Groups on or after January 1, 2017, [REDACTED].

For the purposes of this section, "Eligible Charges" means [REDACTED]. Such administrative fee shall be paid within [REDACTED] days of the end of each [REDACTED] period. The parties acknowledge that this fee is paid to HAC in accordance with the provisions of 42 USC §1320a-7b(b)(3)(C). This fee may be adjusted [REDACTED] by an amendment to this Agreement.

B. **[OPTIONAL IF PARTICIPATING GROUP IS AN EQUALIS GROUP PARTICIPATING GROUP – DELETE THIS SECTION 7.B. IF NOT] Administrative Fees Paid to Equalis Group.** CCOG represents and warrants that it acts as a group purchasing organization, negotiating discounted purchasing arrangements for Participating Groups through Equalis Group. Each Participating Group that participates through Equalis Group is considered an "EG Participating Group". CCOG represents and warrants that Equalis Group

has a written contract with each EG Participating Group that meets the requirements of 42 USC §1320a-7b(b)(3)(C). CCOG and Equalis Group represent and warrant the arrangement between these entities is not contrary to the Federal Anti-Kickback Statute (42 USC §1320a-7b) or any other applicable Law. CCOG and Equalis Group represent and warrant that the EG Participating Groups will have appropriate disclosures relating to the arrangement between these entities and that the fees received by these entities is reasonable compensation. EG Participating Group shall pay to CVS/caremark, and CVS/caremark agrees to remit to Equalis Group on EG Participating Groups' behalf and at EG Participating Groups' direction, an administrative fee ("EG Administrative Fee"), which shall be calculated on a [REDACTED] basis as detailed in the table below in [REDACTED] installments. CCOG hereby authorizes CVS/caremark to make such payment to Equalis Group. CVS/caremark agrees to remit to Equalis Group the EG Administrative Fee collected within [REDACTED] days of the end of each [REDACTED] provided, however, CCOG and Equalis Group acknowledge that CVS/caremark has no obligation to pay the EG Administrative Fee unless and until the EG Participating Group pays such amount to CVS/caremark. Equalis Group represents and warrants that it acts with the full authorization of CCOG and the EG Participating Groups as the administrative representative of Equalis Group and the EG Participating Groups. Each EG Participating Group acknowledges that Equalis Group may receive fees from CVS/caremark as a provider of services to EG Participating Groups and that the EG Administrative Fee may be adjusted, whether on a case by case or aggregate basis, by Equalis Group at any time by an amendment to this Agreement, with CVS/caremark's written consent.

EG Participating Group Size	EG Administrative Fee [REDACTED]
[REDACTED]	[REDACTED]

8. **[IF APPLICABLE - DELETE THIS SECTION 8 IF NOT APPLICABLE & RENUMBER 9 to 8] Modifications to the Master Agreement.** The parties agree that Section 3 (Participating Group Credits) of Exhibit A of the Master Agreement shall be amended as follows as applicable to Participating Group only:

9. **Entire Agreement.**

This Addendum, and all attachments and exhibits attached hereto, together with the Master Agreement supersedes all prior or contemporaneous understandings or contracts and constitutes the entire agreement existing between CVS/caremark and Participating Group regarding the subject matter of the Master Agreement and this Addendum. Participating Group represents and warrants

that it has the necessary power and authority to enter into this Addendum and to consummate the transactions contemplated by this Addendum and the Master Agreement.

**[PARTICIPATING GROUP—MUST MATCH  
NAME ON PAGE 1]**

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

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

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

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

**Attachment 1 to Participating Group Addendum**  
**Business Associate Obligations**

In accordance with the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191 (“HIPAA”) and the Health Information Technology For Economic and Clinical Health Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (“HITECH Act”), CVS/caremark shall, to the extent it acts in its capacity as a Business Associate to Covered Entity, adhere to the applicable requirements established in the HIPAA Rules (as defined below) for Business Associates handling Protected Health Information on the Covered Entity’s behalf in connection with services and products provided to Participating Group as sponsor of the Plan, as set forth below.

**1. Definitions.**

Capitalized terms used, but not otherwise defined, in this Attachment shall have the same meaning as those terms as used or defined in the HIPAA Rules, including but not limited to the following terms: Breach, Data Aggregation, Designated Record Set, Disclosure (or Disclose), Individual, Law Enforcement Official, Minimum Necessary, Notice of Privacy Practices, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, Use, and Workforce.

- A. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this Attachment, shall mean CVS/caremark.
- B. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to this Attachment, shall mean the Plan(s) sponsored by Participating Group.
- C. “HIPAA Rules” shall mean the requirements of the Privacy, Security, Breach Notification, Transaction, and Enforcement Rules at 45 CFR Part 160 and Part 164, implementing HIPAA and the HITECH Act, as may be amended, , in each case only as of the applicable compliance date for such requirements.
- D. “Incident Response Team” shall mean the unit designated by CVS/caremark that is responsible for investigating and responding to information privacy and Security Incidents and complaints.
- E. “Services Agreement” shall refer to the Addendum between CVS/caremark and Participating Group, as sponsor of the Plan(s), for the provision of prescription benefit management services by Business Associate to Covered Entity’s members.
- F. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- G. “Protected Health Information” (PHI) and “Electronic Protected Health Information” (EPHI). PHI and EPHI shall have the same meaning as such terms as defined in 45 CFR 160.103, but limited to

such information created or received by CVS/caremark in its capacity as a Business Associate (and not a pharmacy or other health care provider) of Covered Entity.

- H. “Security Rule” shall mean the Standards for Security of Electronic Protected Health Information at 45 CFR parts 160 and 164, subpart C.

**2. Obligations and Activities of Business Associate.**

- A. Limitation on Use and Disclosure. Business Associate agrees not to Use or Disclose PHI other than as permitted or required by the Services Agreement or this Attachment, or as permitted by Law or Required By Law.
- B. Safeguards Against Unauthorized Use or Disclosure. Business Associate agrees to use appropriate safeguards to protect against any Use or Disclosure of PHI not provided for herein and to comply, where applicable, with Subpart C of 45 CFR Part 164 with respect to EPHI. Without limiting the foregoing, Business Associate agrees to implement and maintain appropriate administrative, physical, and technical safeguards designed to, to prevent the unauthorized Use and Disclosure of Protected Health Information, and to protect the confidentiality, integrity, and availability of Electronic Protected Health Information, including maintaining an Incident Response Team to investigate and respond to unauthorized Uses and Disclosures of PHI upon learning thereof, as required by 45 CFR § 164.308, 164.310, 164.312, and 164.316, as may be amended from time to time.
- C. Mitigation of Harmful Effects. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of PHI by Business Associate or any of its employees, agents, contractors or Subcontractors in violation of this Attachment or the HIPAA Rules.
- D. Reporting of Use or Disclosure. In addition to the reporting required by Section 2.L, Business Associate agrees to report to Plan upon request any Use or Disclosure of the PHI, not provided for by the Services Agreement or this Attachment of which the Business Associate Incident Response Team becomes aware, including such Uses and Disclosures arising from a Security Incident.
- E. Restrictions on Agents and Subcontractors. In accordance with 45 CFR 164.502 (e)(1)(ii) and 164.308(b)(2), Business Associate agrees to require that any Subcontractor, to whom it delegates any function or activity it has undertaken to perform on behalf of Covered Entity, and to whom it provides PHI received from or created on behalf of Covered Entity, agrees in writing to substantially the same restrictions and conditions on the Use or Disclosure of PHI as apply through this Attachment and under the HIPAA Rules through a business associate agreement between such Subcontractor and Business Associate.
- F. Access by Individuals. As soon as practicable, but in any event within twenty (20) days of Covered Entity’s written request upon an Individual’s behalf, Business Associate agrees to provide to Covered Entity access to such PHI maintained by Business Associate in a Designated Record Set as required for Covered Entity to respond to a request for access under 45 CFR 164.524.

- G. Amendment by Individuals. As soon as practicable, but in any event within thirty (30) days of Covered Entity's written request upon an Individual's behalf, Business Associate agrees to make available PHI maintained by it in a Designated Record Set, and to make amendments to such PHI, in order for Covered Entity to respond to a request for amendment under 45 CFR 164.526.
- H. Access by the Secretary. Business Associate agrees to make its internal practices, policies, procedures, books, and records relating to the Use and Disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity, available for inspection and copying by the Secretary upon the Secretary's written request for same for purposes of the Secretary determining the Covered Entity's compliance with the HIPAA Rules. Business Associate shall provide timely advance notice of any such request by the Secretary to the Covered Entity, to the extent permitted by the Secretary.
- I. Documentation of Disclosures. Business Associate agrees to document such Disclosures of PHI made by it and to maintain information related to such Disclosures, as would be required for Covered Entity to respond to a request by an Individual for an accounting of Disclosures of PHI under 45 CFR 164.528 and the HITECH Act.
- J. Accounting of Disclosures. As soon as practicable, but in any event within thirty (30) days of Covered Entity's written request upon an Individual's behalf, Business Associate agrees to provide to Covered Entity information collected in accordance with Section 2.I. to enable Covered Entity to provide an accounting of Disclosures under 45 CFR 164.528 and the HITECH Act.
- K. Delegation by Business Associate. To the extent Covered Entity specifically delegates to Business Associate one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, Business Associate agrees to comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s).
- L. Reporting of Improper Use or Disclosure and Security Incidents. Following the discovery by Business Associate, including but not limited to its Incident Response Team, of any Breach of Unsecured PHI or Security Incident involving the unauthorized Use or Disclosure of Electronic PHI (collectively "incidents") by Business Associate or its Subcontractors, Business Associate agrees to notify Covered Entity of such incident without unreasonable delay, but no later than within ten (10) Business Days after the Incident Response Team is notified of the incident. Such notification of Breach shall include, to the extent available: (i) a brief description of the nature of the incident, the date(s) of the incident and the date the incident was discovered, if known; (ii) a description of the types of Unsecured Protected Health Information involved in the incident (e.g., names, Social Security numbers, dates of birth, addresses, account numbers, disability codes); (iii) the identity of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed as a result of the incident; (iv) the steps the affected Individuals should take to protect themselves from potential harm from the incident; (v) a description of the steps Business Associate is taking to investigate the incident, to mitigate harm to Individuals and to protect against any further incidents; and (vi) any other information the Covered Entity may reasonably request. Business Associate agrees to provide Covered Entity with a supplemental report of any additional information required above that becomes available to it after the initial report has been provided to Covered Entity. Notwithstanding the foregoing, Business Associate may delay

delivery of the report or supplemental report required above to Covered Entity upon receiving a statement from a Law Enforcement Official that delivery of such report would impede a criminal investigation or cause damage to national security.

At the time of notification or promptly thereafter as such information becomes available, Business Associate shall also provide Covered Entity with such other available information as is required for Covered Entity to notify an Individual of the Breach as required by 45 CFR 164.404(c). To the extent the Breach is a result of Business Associate's failure to implement reasonable or appropriate safeguards as required by this Attachment or negligent acts or omissions, then Business Associate shall provide the notifications required under 45 CFR 164.404, 45 CFR 164.406 and 164.408(b). Notwithstanding the above, if a Law Enforcement Official provides Business Associate with a statement that the notification required under this paragraph would impede a criminal investigation or cause damage to national security, Business Associate may delay the notification for the period of time set forth in the statement as permitted under 45 CFR 164.412.

- M. Requests for Restrictions or Confidentiality. The Parties agree and acknowledge that it is Covered Entity's responsibility to respond to all requests for amendment made by an Individual and, if applicable, it is Business Associate's responsibility to direct the Individual to the Covered Entity to make a request.
- N. Performance of Transactions. If Business Associate conducts any Transactions electronically that are required to be conducted as a Standard Transaction in connection with the administration or operation of the Services Agreement, or otherwise on behalf of Covered Entity, Business Associate agrees to conduct such Transactions in compliance with the applicable Transaction standards under 45 CFR Part 160 of the HIPAA Rules. Nothing in this Attachment shall be construed to permit or require data content, format, definitions or other conditions that conflict with the Transaction rule.

### **3. Permitted Uses and Disclosures by Business Associate.**

- A. Performance of Contracted Services. Business Associate may Use or Disclose PHI to perform functions, activities and services for or on behalf of, Covered Entity as provided in the Services Agreement. Such Uses and Disclosures shall be limited to those that would not violate the Privacy Rule if done by Covered Entity except that Business Associate may Use and Disclose PHI:
  - (i) for the proper management and administration of the Business Associate or to carry out its legal responsibilities; provided that, in the case of any Disclosures for this purpose, the Disclosure is Required by Law or Business Associate obtains reasonable assurances in writing from the person to whom the information is Disclosed, that it will remain confidential and Used or further Disclosed only as Required By Law or for the purpose for which it was Disclosed to the person, and that the person will notify Business Associate of any instances of which it is aware in which the confidentiality of the information may have been compromised, in accordance with the reporting procedures described in Section 2.L. above; and
  - (ii) to provide Data Aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).

- B. Additional Permitted Uses and Disclosures. Business Associate may also Use and Disclose PHI: (i) to respond to requests for PHI either accompanied by an authorization that meets the requirements of 45 CFR 164.508 or from a covered entity or health care provider in accordance with 45 CFR 164.506(c); (ii) to de-identify the information or create a Limited Data Set in accordance with 45 CFR §164.514, which de-identified information or Limited Data Set may be Used and Disclosed by Business Associate as permitted by law, including HIPAA; (iii) to report violations of law to appropriate federal and state authorities, consistent with 45 CFR §164.502(j)(1); and (iv) as authorized in writing by Covered Entity.
- C. Minimum Necessary Standard. Business Associate agrees to request, Use and Disclose PHI in compliance with the Minimum Necessary standard of the HIPAA Rule.

#### **4. Obligations of Covered Entity**

- A. Minimum Necessary Standard. Covered Entity shall provide PHI to Business Associate in compliance with the Minimum Necessary standard of the Privacy Rule. Covered Entity shall not ask or require Business Associate to Use or Disclose Protected Health Information in a manner in which Covered Entity could not do as a Covered Entity except as permitted by 45 CFR 164.504(e) to perform Data Aggregation services.
- B. Notice of Privacy Practices. Covered Entity represents and warrants that its Notice of Privacy Practices complies with 45 C.F.R. 164.520 and permits Covered Entity to Use and Disclose Protected Health Information in the manner that Business Associate is authorized to Use and Disclose Protected Health Information under this Attachment.
- C. Restriction of Use or Disclosure. To the extent that Covered Entity honors a request to restrict the Use or Disclosure of PHI pursuant to 45 C.F.R. 164.522(a), Covered Entity agrees not to provide such PHI to Business Associate unless Covered Entity promptly notifies Business Associate of the restriction and Business Associate advises Covered Entity that it is able to accommodate the restriction. Covered Entity agrees to reimburse Business Associate for any increase in costs required to accommodate such restriction.
- D. Privacy and Security of PHI. Covered Entity shall be responsible for using administrative, physical and technical safeguards at all times to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Business Associate in accordance with the standards and requirements of the HIPAA Rules, until such PHI is received by Business Associate.
- E. Compliance with Laws. Covered Entity shall obtain any consent or authorization that may be required by applicable federal or state laws in order for Business Associate to provide its services under the Services Agreement.
- F. Authorized Members of Workforce. Covered Entity shall provide to Business Associate a written list of the names of those individuals in its Workforce that are authorized to receive or access PHI on its behalf, and to provide reasonable prior written notice to Business Associate of any changes to such list. In the absence of Covered Entity providing such list, Business Associate may assume that those individuals that are member of the Workforce of Covered Entity or, if applicable, Covered Entity,

who request or receive PHI from Business Associate are performing administration activities for Covered Entity, and are authorized to receive or access PHI on its behalf.

**5. Term and Termination.**

A. Term. This Attachment shall be effective as of the Effective Date of the Services Agreement and shall terminate upon the first to occur of the following: (i) the termination of the Services Agreement; or (ii) the termination of this Attachment pursuant to Section 5.B.(i) or (ii) below.

B. Termination for Cause. Upon Covered Entity's knowledge of a material breach of the requirements of this Attachment by Business Associate, Covered Entity shall either:

(i) Provide an opportunity for Business Associate to cure the breach and end the violation within a reasonable time designated by Covered Entity (but not more than thirty (30) days), and terminate this Attachment and the Services Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

(ii) Immediately terminate this Attachment and the Services Agreement if Business Associate has breached a material term of this Attachment and Covered Entity has determined that cure is impossible; or

(iii) If Covered Entity has determined that neither termination nor cure is feasible, Covered Entity may report the violation to the Secretary.

C. Effect of Termination.

(i) Upon termination of this Attachment for any reason, Business Associate shall return all PHI to Covered Entity or destroy all PHI to the extent Covered Entity does not request its return. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. To the extent PHI is returned to Covered Entity, Covered Entity shall be entitled to receive such PHI in electronic or paper-based form, as it elects. Business Associate shall retain no copies of PHI.

(ii) In the event that Business Associate reasonably determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity written notification of the conditions that make return or destruction infeasible. Business Associate shall extend the protections of this Attachment to such PHI and limit further Uses and Disclosures of PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains the PHI.

(iii) The respective rights and obligations of Business Associate as set forth in this Section 5.C. of this Attachment shall survive the termination of the Services Agreement.

**6. Miscellaneous.**

A. Regulatory References. A reference in this Attachment to a section in the HIPAA Rules means the

section as in effect or as amended, and as of its applicable compliance date.

- B. Changes to this Attachment. The parties agree to negotiate in good faith to amend this Attachment or the Services Agreement as necessary to comply with any changes in the HIPAA Rules. If, within sixty (60) Business Days after Business Associate receives a proposed amendment for this purpose from Covered Entity, the parties are unable in good faith to reach agreement on its terms, either party may terminate the Services Agreement and this Attachment by written notice to the other.
- C. Interpretation; Severability. Any ambiguity in this Attachment shall be resolved to permit the parties to comply with the HIPAA Rules. This Attachment has been negotiated by the Parties at arm's-length and each Party has had an opportunity to modify the language herein. Accordingly, this Attachment shall be treated as having been drafted equally by the Parties and the language shall not be construed against either Party. If any provision of this Attachment is held invalid or unenforceable, such provision's invalidity or unenforceability shall not affect any other provisions, and this Attachment shall be construed and enforced as if such provision had not been included.
- D. Status of Parties. CVS/caremark is an independent contractor of Covered Entity. Nothing in this Attachment shall be construed to create a joint venture, partnership, or agency. No employee or agent of CVS/caremark shall be deemed to be an employee or agent of Participating Group or Covered Entity, and no employee or agent of Participating Group or Covered Entity shall be deemed to be an employee or agent of CVS/caremark.
- E. Standard Transactions. Business Associate and Covered Entity acknowledge that it may be the trading partner of the other under the HIPAA Transaction Rule, which provides for certain Transaction standards for the transfer of data between trading partners.
- F. Notices and Reports. Any notice or report required by this Attachment to be given or delivered shall be in accordance with Section 12.9 of the Master Agreement.

**Exhibit F**  
**Preventive Care Drugs**

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**WHEREAS**, the parties have entered into that certain Prescription Benefit Services Agreement, as amended from time to time (“Agreement”); and

**WHEREAS**, the Internal Revenue Service (“IRS”) has adopted regulations regarding a Preventive Care Safe Harbor (“Safe Harbor”), which regulations allow drugs used to prevent illness (“Preventive Care Drugs”) to be covered by a Health Savings Account compatible High Deductible Health Plan (“HDHP”) before the plan deductible has been met; and

**WHEREAS**, Participating Group has informed CVS Caremark that Participating Group intends to cover Preventive Care Drugs for its High Deductible Health Plan participants as permitted by the Safe Harbor by carving out certain drugs approved by the Food and Drug Administration (FDA) from the deductible required under the HDHP at the point of sale; and

**WHEREAS**, Participating Group desires to have CVS Caremark administer Participating Group’s Preventive Care Drug Program (“Program”).

**1. Participating Group’s Program.**

a. **Identification of Preventive Care Drugs.** CVS Caremark will utilize methodology consistent with IRS Code Section 223(c)(2)(C) and IRS Notice 2004-23 and any subsequent applicable federal regulation and guidance, to develop and maintain a listing of drug classes and included drugs within the classes that qualify as Preventive Care Drugs (the “Preventive Care Drugs List”). CVS Caremark will use commercially reasonable efforts to identify drugs for the Preventive Care Drugs List in accordance with existing applicable federal regulations and guidance and to maintain the Preventive Care Drugs List for the Program.

b. **Program.** Participating Group has selected to include all drug classes from the Preventive Care Drugs List to be included in Participating Group’s Program. CVS Caremark will implement and maintain an adjudication process whereby the drug classes and included drugs on the Preventive Care Drugs List will automatically bypass the required deductible and will be subject to the applicable co-pay as defined by the Participating Group’s Plan.

c. **Participating Group Acknowledgement.** Participating Group acknowledges that Participating Group’s use of the Program may impact the Agreement and underwriting assumptions, including Rebates. CVS Caremark will not be responsible for any lost Rebates or other direct or indirect costs to Participating Group related to Participating Group’s use of the Program. CVS Caremark will not be liable for any loss, expense, cost, liability, damages or claims incurred by Participating Group as a result of Participating Group’s Program, including

but not limited, to the IRS' disallowance of any drug claim that bypassed a HDHP deductible through Participating Group's Program. Participating Group accepts and adopts the Preventive Care Drugs List as a part of Participating Group's plan design to be administered by CVS Caremark.

2. **Fees.** Participating Group will pay [REDACTED] fees for CVS Caremark Services under this Exhibit.

## Exhibit G Appeals

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1. The parties agree that Participating Group may provide services for multiple Plans and that applicable laws (e.g., ERISA and PPACA 29 CFR 2560.503-1 and 29 CFR 2590.715-2719) may vary by Plan. Participating Group agrees to provide CVS Caremark, in a mutually agreed upon timeframe and format, the legal and regulatory standards that are applicable to each Plan in order for CVS Caremark to provide the claims and appeals services described in this Exhibit. Participating Group shall promptly notify CVS Caremark in writing in the event of a change to the legal or regulatory standards applicable to a Plan. Upon such notice, if applicable, the parties agree to negotiate in good faith whether a change to this Exhibit and/or a modification of the pricing associated with claims and appeals services set forth in this Agreement is required.
  
2. Current Plan Document. Participating Group represents that it shall provide CVS Caremark with a current and accurate copy of the Plan Document, as defined herein. The “Plan Document” shall be the policy or other written document which sets forth the Plan design and all other information concerning Participating Group's prescription drug benefit plan including, but not limited to, eligibility for such benefits, the benefits to be provided, limitations on such benefits and the Plan's claims and review procedures. Participating Group, at its expense, shall provide CVS Caremark with sufficient advance notice of any proposed amendments to the Plan Document that are related to the services CVS Caremark provides hereunder. Participating Group shall provide CVS Caremark with the final amended version of the Plan Document.
  
3. Initial Review and Appeals Program. CVS Caremark shall provide Participating Group with an Initial Review and Appeals Program that complies with the legal and regulatory standards that are applicable to each Plan as provided by Participating Group to CVS Caremark. CVS Caremark shall conduct the Initial Review and Appeals Program in accordance with rules and procedures established by CVS Caremark to comply with the legal and regulatory standards, as may be amended from time to time, and shall utilize CVS Caremark's standard communication materials. In the event Participating Group requires modifications to the standard communications, such changes shall result in customized communications, subject to CVS Caremark's standard fees. Participating Group is responsible for ensuring that any customized communications comply with the legal and regulatory standards that are applicable to each Plan.
  - 3.1 Initial Review Program. CVS Caremark shall provide Participating Group with the initial review program described below.
    - a. Initial Non-Clinical Reviews. CVS Caremark shall conduct an initial review of a request for a drug not covered by the terms of the Plan, including the PDD, the preferred drug lists, formulary or other plan benefits selected by the Participating Group (“Initial Non-Clinical Review”). An Initial Non-Clinical Review shall not involve an assessment of whether the requested drug is medically necessary.
    - b. Initial Clinical Reviews. CVS Caremark shall conduct an initial review of a request for a drug covered by the terms of the Plan when clinically appropriate, including but not

limited to prior authorization, step therapy, formulary exceptions, and quantity limit exceptions (“Initial Clinical Review”). CVS Caremark shall conduct an Initial Clinical Review utilizing the rules, guidelines, protocols, or criteria for coverage adopted by or provided by the Plan and as set forth in the PDD.

3.2 Appeals Program. Unless otherwise required by the legal and regulatory standards applicable to each Plan, CVS Caremark shall provide Participating Group with the appeals program described below.

- a. Non-Clinical Appeals. CVS Caremark shall conduct a one level internal review of adverse determinations resulting from an Initial Non-Clinical Review (“Non-Clinical Appeal”). A Non-Clinical Appeal shall not involve an assessment of whether the requested drug is medically necessary. With respect to such Non-Clinical Appeals, CVS Caremark shall have the sole and absolute discretion to interpret the Plan Document and to make factual findings. CVS Caremark may, in its sole discretion, consider the opinions of additional medical and/or legal experts with respect to interpretation of the Plan Document. The decision of CVS Caremark shall be final, subject to, if applicable, a determination by an external reviewer that the Non-Clinical Appeal is eligible for either an External Review under Section 4 (External Review) of this Exhibit or a state-administered External Review process, or available judicial review only for abuse of discretion. When performing appeals for Plans subject to ERISA, CVS Caremark agrees to serve as the named claims fiduciary solely for the purpose of adjudicating Non-Clinical Appeals of prescription drug benefits.
- b. Clinical Appeals. CVS Caremark shall conduct a two level internal review of adverse determinations based on a conclusion that the requested drug does not meet the rule, guideline, protocol, or criteria for coverage or is not medically necessary or appropriate (“Clinical Appeals”) as follows depending on the urgency of the request. When review of a Clinical Appeal requires consultation with a healthcare professional, CVS Caremark, in its sole discretion, shall use an internal healthcare professional or a healthcare professional from a subcontracted medical review vendor, who was not involved in the adverse determination, to evaluate Clinical Appeals.
  - i. Urgent Clinical Appeals. . When such appeals are designated as urgent, CVS Caremark shall conduct both the first level review and second level medical necessity review together on an expedited basis in order to meet applicable timeframes (“Urgent Clinical Appeal”). If the Urgent Clinical Appeal cannot be approved, a denial notice shall be sent to the Plan Participant. For Plans required or electing to provide External Review, the denial notice shall include instructions as to how to request an External Review (Section 4 below) or other state-administered External Review process. The decision of CVS Caremark shall be final, subject to available judicial review only for abuse of discretion. Additionally, for Plans required or electing to provide External Review, CVS Caremark’s decision shall be subject to a determination by an external reviewer that the Urgent Clinical Appeal is eligible for External Review under Section 4 (External Review) of this Exhibit or other state-administered External Review process.

- ii. Non-Urgent Clinical Appeals. When such appeals are not designated as urgent, CVS Caremark shall conduct the two levels of internal review in accordance with standard timeframes (“Non-Urgent Clinical Appeal”).
  - 1. First Level Appeals. CVS Caremark shall provide the first level review of Non-Urgent Clinical Appeals resulting from an adverse determination. Such review shall consist of evaluation against pre-determined medical criteria relevant to the drug or benefit being requested. If the Non-Urgent Clinical Appeal does not meet the criteria, an internal healthcare professional or a healthcare professional from a subcontracted medical review vendor shall further evaluate the Non-Urgent Clinical Appeal. If the Non-Urgent Clinical Appeal cannot be approved, a denial notice shall be sent to the Plan Participant with instructions as to how to request a second level appeal.
  - 2. Second Level Appeals. CVS Caremark shall provide the second level review of Clinical Appeals resulting from a denial of a first level Non-Urgent Clinical Appeal. Such review shall consist of evaluation against pre-determined medical criteria relevant to the drug or benefit being requested. If the Clinical Appeal does not meet the criteria, an internal healthcare professional or a healthcare professional from a subcontracted medical review vendor shall further evaluate the Clinical Appeal. If the Clinical Appeal cannot be approved, a denial notice shall be sent to the Plan Participant. For Plans required or electing to provide External Review the denial notice shall include instructions as to how to request an External Review (Section 4 below) or other state-administered External Review process. The decision of CVS Caremark shall be final, subject to available judicial review only for abuse of discretion. Additionally, for Plans required or electing to provide External Review, CVS Caremark’s decision shall be subject to a determination by an external reviewer that the Clinical Appeal is eligible for External Review under Section 4 (External Review) of this Exhibit or other state-administered External Review process.
- iii. Named Claims Fiduciary for Clinical Appeals. When performing Clinical Appeals for Plans subject to ERISA and when using an internal healthcare professional, CVS Caremark agrees to serve as the named claims fiduciary solely for the purpose of adjudicating Clinical Appeals of prescription drug benefits. When using a subcontracted medical review vendor, such vendor shall serve as the named claims fiduciary for such purposes.

4. External Review. For Plans subject to a state administered External Review process, or Plans required or electing to provide an External Review process, CVS Caremark shall provide Participating Group with the External Review process described herein. Subject to applicable law, CVS Caremark shall either contract with independent review organizations (“IROs”) to provide External Review of benefit determinations or, when permissible, facilitate External Review through IROs designated by a

state as part of a state-administered External Review process. The decision of the IRO shall be final and binding on the Plan and Plan Participant, subject only to any available judicial review.

5. Fees. As consideration for the services provided hereunder, Participating Group shall pay CVS Caremark the fees set forth in Exhibit A of this Agreement. Payment shall be due in accordance with Section 6.2 (Payment) of the Agreement.

**Exhibit H**  
**Medicare Part D Subsidy**

*RECITALS*

**WHEREAS**, the Centers for Medicare and Medicaid Services (“CMS”) have adopted regulations regarding the Medicare Prescription Drug Benefit (“Part D”), which regulations allow for a retiree drug subsidy (“Subsidy”) from CMS; and

**WHEREAS**, Participating Group has informed CVS/caremark that Participating Group intends to apply for the Subsidy payments specified in 42 CFR Part 423, Subpart R for its prescription drug coverage for qualifying covered retirees as defined in 42 CFR §423.880 (“Covered Retirees”); and

**WHEREAS**, Participating Group desires to have CVS/caremark assist Participating Group with applying for such Subsidy and, if qualified, to assist Participating Group with complying with CMS requirements for obtaining and maintaining such Subsidy.

**1. CVS/caremark Responsibilities.**

1.1 Part D Subsidy Services. CVS/caremark will provide Participating Group the services set forth in this Exhibit and the services described in any attachment, Exhibit or amendment hereto (collectively the “Services”). CVS/caremark may recommend changes to the Services from time to time, and may use Claims Information and other Protected Health Information (as defined in the Agreement) to improve or recommend additional Services to Participating Group, or suggest alternate drug coverage options for Covered Retirees, so long as such changes are consistent with the requirements of Part D and do not materially alter any of the provisions of this Exhibit or the Agreement. Participating Group, acting on behalf of its Plan, also authorizes CVS/caremark to use and disclose Protected Health Information as necessary to perform its Services and otherwise assist the Plan in submitting information to CMS as necessary to enable Participating Group to claim the Subsidy from CMS.

1.2 Application. CVS/caremark agrees to assist Participating Group with completing the Subsidy Application (the “Application”). Upon Participating Group’s written request at least thirty (30) business days prior to the Application submission deadline, CVS/caremark agrees to provide to Participating Group CVS/caremark’s vendor ID, cost reporter designee ID and plan sponsor technical contact as obtained by CVS/caremark from CMS’ Retiree Drug Subsidy (“RDS”) website and other information held by CVS/caremark and required by Participating Group to complete the Application.

1.3 Creditable and Non-Creditable Coverage Notices. Upon Participating Group’s independent determination as to whether its Plan qualifies as creditable prescription drug coverage within the meaning of 42 CFR §423.56(a), CVS/caremark agrees to send to Participating Group’s Part D eligible Covered Retirees notices of creditable or non-creditable coverage, as applicable, in accordance with Part D requirements under 42 CFR §423.56(f) based on creditable coverage information provided by Participating Group. Participating Group agrees that CVS/caremark shall not have any further responsibility to provide any further services under this Exhibit with respect to non-creditable coverage plan(s).

1.4 Actuarial Equivalence Determination. CVS/caremark agrees to provide claims data and

analytical tools to assist Participating Group in determining whether its Plan meets the actuarial equivalence tests specified in 42 CFR §423.884(d)(1). Participating Group acknowledges and agrees that it is responsible for determining that its Plan meets the actuarial equivalence tests in 42 CFR §423.884(d)(1) and for obtaining and providing to CMS the actuarial equivalence attestation required by 42 CFR §423.884(d).

1.5 Eligibility Reporting and Reconciliation. If requested by Participating Group, CVS/caremark agrees to submit to CMS, in an electronic format acceptable to CMS, the eligibility information about Covered Retirees and periodic updates to such information, that Participating Group provides to CVS/caremark pursuant to Section 2.2. CVS/caremark shall have no responsibility, or liability to Participating Group, for verifying that the eligibility information it submits to CMS on behalf of Participating Group is complete, accurate or correct, and its sole responsibility shall be to transmit the information, as provided by Participating Group, to CMS.

1.6 Drug Cost Reporting. If requested by Participating Group, CVS/caremark agrees to upload directly to the CMS RDS website, in an electronic format required by CMS and on the frequency indicated by Participating Group, the drug costs incurred by Participating Group's Covered Retirees as CVS/caremark reasonably believes is required by 42 CFR §423.888(b)(2) and (b)(4). Participating Group shall remain fully responsible for determining whether drug cost data provided by CVS/caremark meets CMS' requirements, including, without limitation, the definitions of "gross retiree costs" and "allowable retiree costs" as provided in 42 CFR §423.882. In the case of direct uploads to the CMS RDS website, CVS/caremark agrees to upload the data in sufficient time for Participating Group to review and formally initiate the request for payment via the RDS website. In the case of submissions to the Participating Group, CVS/caremark agrees to provide such data in sufficient time to allow Participating Group to submit such information via the CMS RDS website within the time periods specified by CMS. Additionally, CVS/caremark agrees to respond to the records returned from CMS related to the submission of the Participating Group's drug cost data. For all interim and final drug cost data whether uploaded by CVS/caremark or Participating Group to the RDS website, Participating Group shall be responsible for reviewing the cost data, determining whether it meets CMS requirements, deciding to submit the payment request, accepting the terms of the payment agreement and providing its electronic signature for final submission of the payment request to CMS. The CMS RDS Payment Instructions are available on the Medicare Retiree Drug Subsidy Center website at <http://rds.cms.hhs.gov> and may be amended by CMS from time to time.

1.7 Drug Cost Reconciliation. CVS/caremark agrees to submit the drug cost information required for final reconciliation to CMS within fifteen (15) months after the end of the Plan year, or within any other longer time limit permitted by CMS. Participating Group agrees to take such steps and provide such information as are required to complete final reconciliation, including providing any additional information necessary to resolve reject responses from CMS, if applicable.

1.8 Supplemental Customized Reporting. Participating Group may request customized reports which will be subject to an additional fee as referenced in Attachment A.

1.9 Non-Part D Drugs. Participating Group acknowledges and agrees that it is responsible for complying with the Laws governing determination of whether a drug is a covered Part D drug (as defined in 42 CFR §423.100). Participating Group will indicate the method for determining whether drug costs for certain categories of prescription drugs that may be covered under either Medicare Part B

or Part D depending upon the circumstances under which they were prescribed, dispensed or administered are for Part D drugs, and thus eligible for inclusion in the drug cost data to be provided to CMS pursuant to Section 1.6. Participating Group shall pay for such services in accordance with the fee schedule set forth in Attachment A to this Exhibit.

## **2. Participating Group Responsibilities.**

2.1 Actuarial Equivalence and Creditable Coverage. Participating Group shall be responsible for obtaining and submitting the actuarial equivalence attestation required by 42 CFR §423.884(d) and for determining whether its Plan qualifies as creditable coverage under 42 CFR §423.56, and CVS/caremark shall not have any responsibility to Participating Group for making such determinations.

2.2 Identification of Covered Retirees. Participating Group will provide to CVS/caremark eligibility file(s), in the format designated by CVS/caremark that include the Covered Retirees. Such files shall include each Covered Retiree's (i) social security number or Health Information Claims number; (ii) date of birth, and (iii) such other information as may be required by CVS/caremark. Participating Group shall provide the initial file and periodic updates to such files to CVS/caremark in a timely manner. If Participating Group wishes CVS/caremark to submit the eligibility information directly to CMS on Participating Group's behalf, Participating Group agrees to provide such eligibility file, including periodic updates, to CVS/caremark at least fifteen (15) business days prior to the required submission date to CMS. Otherwise, if Participating Group will be submitting the eligibility file to CMS itself, Participating Group will provide the file to CVS/caremark no later than the date it submits its Application to CMS and will provide periodic updates to the eligibility file on a timely basis thereafter. Participating Group also agrees to forward to CVS/caremark the RDS retiree response file it receives from CMS immediately upon receipt of such files by Participating Group.

## **3. Fees.**

3.1 Participating Group shall pay to CVS/caremark the fees set forth in Attachment A for CVS/caremark Services under this Exhibit. CVS/caremark will invoice Participating Group for such fees, and payment will be due as set forth in the Agreement.

3.2 Participating Group acknowledges and agrees that if Participating Group should discontinue coverage of Covered Retirees under Participating Group's plan during the term of the Agreement, then upon mutual agreement of Participating Group and CVS/caremark, CVS/caremark shall have the right to adjust fees, Rebates and other pricing terms set forth in the Agreement to reflect accurately the discontinuation of coverage for such Covered Retirees.

## **4. General Provisions.**

4.1 Books and Records. CVS/caremark shall maintain documentation of all claims processed for six (6) years. In addition, CVS/caremark shall maintain, for a period of six (6) years, or such longer period as may be required pursuant to 42 CFR §423.888(d)(2), books, records, documents and other evidence of accounting procedures and practices directly related to the financial and other aspects of its administration of the Plan consistent with 42 CFR §423.888(d)(1). Subject to this Section, all such records, while maintained by CVS/caremark, shall be accessible by Participating Group for

examination and audit during the term of and in accordance with this Agreement.

4.2 Audit Services. CVS/caremark agrees to make available for audit by CMS or its designee the claims data and such data in CVS/caremark's possession as required to be disclosed pursuant to 42 CFR §423.884(b) and as required to be retained pursuant to 42 CFR §888(d)(3), for CMS to verify the Subsidy payment claimed by Participating Group, for the period specified in 42 CFR §423.888(d)(1) or 42 CFR §423.888(d)(2), as applicable.

4.3 Federal Funds. CVS/caremark acknowledges that information and services it provides in connection with this Exhibit will be used by Participating Group for the purpose of obtaining Federal Funds, as that term is further described in the Application.

4.4 Retiree Drug Subsidy Payment Instructions. Subsidy payment instructions are available on the Medicare Retiree Drug Subsidy Center website at <http://rds.cms.hhs.gov>.

## ATTACHMENT A TO EXHIBIT H Fee Schedule

Subject to a minimum \$ [REDACTED] fee per Participating Group, the fees set forth in this Attachment A are in addition to any fees set forth in the Agreement and any Exhibits or other Attachments thereto.

Core Administrative Service Package - [REDACTED] for Covered Retirees. Includes:

- a. Upon request, provide analytical tools to assist Participating Group in determining whether its Plan meets the actuarial equivalence tests specified in 42 CFR §423.884(d)(1).
- b. Prepare interim and final cost reports.
- c. As part of final reconciliation: (i) adjust drug costs for actual Rebates and other required cost adjustments; (ii) take into account any additional claims or changes in claims; and (ii) revise the Covered Retiree list as necessary to reflect actual Covered Retirees.
- d. Store claims in accordance with CMS record retention guidelines.
- e. Provide claims and support during CMS audits.
- f. Medicare account services team to work directly with Participating Group on RDS application and other RDS issues.

Optional Additional Services:

- a. Letter of Creditable or Non-creditable Coverage - [REDACTED] per individual letter. Mailing [REDACTED] letter of creditable coverage to each beneficiary [REDACTED] per [REDACTED] or as required by CMS (includes [REDACTED])
- b. Supplemental Customized Reporting - \$ [REDACTED] per [REDACTED] Any customization to alter CMS-ready standard reporting.
- c. Eligibility Submission and Reconciliation – Submission and processing of retiree response files returned from CMS related to the direct submission to CMS of the initial and ongoing retiree files to CMS. - \$ [REDACTED] for Covered Retirees.
- d. Submit RDS drug cost files on behalf of Participating Group on the payment frequency schedule indicated by Participating Group and for interim and final drug cost reporting purposes. Drug Cost Report Upload and Reconciliation – Upload and processing of response records returned from CMS related to the submission of the CMS aggregate drug costs - [REDACTED] for Covered Retirees.

Note: All pricing, rates and fees are subject to change and are contingent upon final CMS requirements. All reporting and eligibility deliverables are provided to the Participating Group and not to CMS, unless otherwise noted.

## Exhibit I Maintenance Choice Program

### [Mandatory, Incentivized, Opt Out Mandatory, or Voluntary]

Whereas, CVS/caremark will provide the Maintenance Choice Program as described as described below to Participating Groups that are governed by ERISA.

#### PROGRAM TERMS AND CONDITIONS

1. Each of Participating Group's Plans that participate in the CVS/caremark Maintenance Choice Program (the "Program") must be a qualified ERISA Plan, and Participating Group must have a qualifying Plan design as identified by CVS/caremark. Some Plan designs may not qualify for participation in the Program.
2. The Program will be a change to Participating Group's existing Plan design. Participating Group's Plan is responsible for complying with all Laws applicable to Participating Group's Plan, for making any appropriate notifications to its Plan Participants concerning the Program and for making any appropriate changes to its Plan documents to reflect Participating Group's participation in the Program.
3. CVS/caremark will implement and administer the Program as part of the services CVS/caremark provides under this Agreement. All terms and conditions set forth in this Agreement will apply to the Program, although the Program will be governed by the terms and conditions in this Exhibit to the extent of any conflict between this Exhibit and the Agreement.
4. The Program applies only to "Maintenance Choice Prescriptions." A Maintenance Choice Prescription is a prescription for more than an 83-day supply of certain medications that are covered by Participating Group's Plan(s), excluding specialty medications.
5. A Maintenance Choice Prescription will be dispensed by a CVS retail pharmacy, but Participating Group's Plan(s) will receive the same pricing discounts and dispensing fees, if any, that would apply if the Prescription had been filled at one of CVS/caremark's mail service pharmacies. The Plan Participant will pay, and CVS/caremark will direct the dispensing CVS pharmacy to collect, the lesser of (i) the same "Cost Share" the Plan Participant would have paid if the Prescription had been filled at one of CVS/caremark's mail service pharmacies or (ii) the retail U&C. The cost to the Plan for Maintenance Choice Prescriptions will not be subject to the U&C price or other retail network pricing charged by the CVS/pharmacy. [REDACTED]
6. Maintenance Choice Prescriptions will be treated the same as Prescriptions filled at CVS/caremark's mail service pharmacies for purposes of any mail pricing guarantees and generic dispensing rate guarantees set forth in this Agreement. Maintenance Choice Prescriptions will be disregarded and therefore excluded for purposes of calculating all mail service pharmacy non- financial performance guarantees set forth in the Agreement.
7. **(Optional – for Participating Groups electing Opt-Out Maintenance Choice)** The Maintenance Choice Program Participating Group's Plan has elected allows the Plan's Participants to "opt out" of

the Program by calling CVS/caremark's Customer Care Center. Upon opting out, Plan Participants can continue to fill their 30 day maintenance medication Prescriptions at a retail pharmacy of their choice. The Prescriptions that are dispensed pursuant to the opt out request: (i) are excluded from the definition of Maintenance Choice Prescriptions set forth in paragraph 4 above and (ii) are subject to the retail network pricing set forth in the Agreement.

8. **(Optional – for Participating Groups electing Voluntary Maintenance Choice)** The Maintenance Choice Program Participating Group's Plan has elected is CVS/caremark's voluntary Maintenance Choice Program. This voluntary Program allows Plan's Participants to: (i) receive Prescriptions from all Participating Pharmacies for 30-day maintenance medications; and (ii) receive 90 day Prescriptions of Maintenance Choice Prescriptions from CVS/Pharmacy retail locations and CVS/caremark mail service. All 30-day maintenance medications dispensed by Participating Pharmacies will be charged in accordance with the retail rates set forth in the Agreement.

Adoption of the voluntary Program requires that Participating Group's Plan implement a Plan design that: (i) requires the Cost Share for a Maintenance Choice Prescription to be the same or similar as the Cost Share (e.g., co-payment or co-insurance) for the same days' supply at mail to provide an incentive for Plan Participants to move to a 90-day supply; (ii) allows CVS/caremark to communicate with Plan Participants regarding the benefits of moving to a 90-day supply consistent with the Plan design; and (iii) limits the ability of Plan Participants to receive 90-day supplies to CVS/Pharmacy retail locations and CVS/caremark mail service only.

9. Upon written notice to Participating Group, CVS/caremark may modify the Program or suspend Participating Group's participation in the Program. Additionally, upon written notice to Participating Group, CVS/caremark may modify the financial guarantees in this Agreement that are impacted by Participating Group's participation in the Program, but only in a manner that maintains the total aggregate economic value of Participating Group's existing financial guarantees.

## Exhibit J

### **Vaccine Program Terms and Conditions**

This Vaccine Program Terms and Conditions Exhibit (“Exhibit”) describes CVS Caremark’s Vaccine Program (the “Program”), pursuant to which CVS Caremark shall arrange for the provision of certain vaccination services through participating retail pharmacies to those individuals selected by Participating Group, as set forth below.

**1. Program Overview.** The Program consists of the following three (3) components, as described further in this Exhibit: (a) an eligibility-based program for seasonal influenza vaccines (the “**Influenza Program**”); (b) an eligibility-based program for vaccines other than the seasonal influenza vaccines (the “**Non-Seasonal Program**”); and (c) a retail voucher-based program for seasonal influenza vaccine (the “**Retail Voucher Program**”). These components are collectively referred to herein as the “Program” with respect to terms or conditions that apply to all components. Each Program component is optional and Participating Group may elect to participate in or end its participation in any or all Program components at any time, as set forth in Section 1.5, below.

**1.1 Influenza Seasons.** The Influenza Program and the Retail Voucher Program provide coverage for influenza vaccines. Influenza vaccine formulation generally changes each year. Accordingly, the exact vaccine options and pricing may vary each Flu Season. A “Flu Season” will generally begin in August or September of a calendar year and continue for several months thereafter into the succeeding calendar year, typically ending in April. Influenza vaccine formulated for one Flu Season will generally be labeled with an expiration date corresponding to the end of the respective Flu Season, after which date influenza vaccine will generally no longer be available in the marketplace until the following Flu Season. Specific Program offerings may also vary from one Flu Season to the next based on relevant considerations, including, but not limited to, vaccine availability, client requests, and availability of qualified personnel to administer vaccinations.

**1.2 Eligibility-Based Coverage.** Under the Influenza Program and the Non-Season Program, Plan Participants desiring a vaccination covered by Participating Group’s Plan, may receive such vaccination upon presentation of a valid prescription benefit Plan Participant ID Card, at a Participating Vaccine Pharmacy (as defined below), and payment of the applicable Cost Share, if any.

**1.3 Participating Vaccine Pharmacies.** Participating Pharmacies administering vaccinations under the Program are referred to herein as “Participating Vaccine Pharmacies”. Not all Participating Pharmacies are able to administer vaccinations under the Program. Subject to pharmacy schedule and vaccine availability, Participating Vaccine Pharmacies shall administer the vaccination(s) covered under the Program components elected by Participating Group in accordance with the terms of this Exhibit.

Availability of vaccines may vary by Participating Vaccine Pharmacy location. MinuteClinic locations may elect to participate in the Program. The annual notification provided to Participating Group by CVS Caremark, pursuant to Section 2.4 of this Exhibit, shall confirm whether MinuteClinic shall be a Participating Vaccine Pharmacy under the Program during an annual Flu Season. At Participating Group's request CVS Caremark shall provide Participating Group with a current list of Participating Vaccine Pharmacies. Participating Group understands and acknowledges that all Participating Pharmacies are offered the opportunity to administer vaccinations as Participating Vaccine Pharmacies in the Broader Vaccine Network (as defined in Section 2.1, below), but not all Participating Pharmacies have chosen to do so.

**1.4 Program Elections.** Unless otherwise specified herein, Participating Group elections regarding the Program shall be made through the PDD, as defined in the Agreement, as amended from time to time with Participating Group's written approval.

**1.5 Terminating Participation.** Unless the Agreement or this Exhibit is expressly terminated, this Exhibit shall continue in force for as long as CVS Caremark continues to offer the Program and Participating Group continues to elect to participate in the Program, even in the event that Participating Group elects not to participate in, or CVS Caremark elects not to offer, any specific Program component during any portion of the Term of the Agreement. Participating Group may, upon at least [REDACTED] days' prior written notice to CVS Caremark, terminate participation in (a) the Influenza Program component and/or the Voucher Program component as of the end of any Flu Season, and (b) the Non-Seasonal Program component at any time.

**2. Influenza Program Terms.** The following terms apply to the Influenza Program.

**2.1 Network Options.** CVS Caremark offers two Participating Vaccine Pharmacy networks under the Influenza Program, the Broader Vaccine Network, and the CVS Only Vaccination Network. Participating Group has the option to participate in either network option, but no Participating Group Plan may participate in both networks simultaneously. The Broader Vaccine Network includes any Participating Vaccine Pharmacies participating in the Program. The CVS Only Vaccination Network consists only of CVS/pharmacy retail pharmacy locations, including Longs Drugs and Navarro Pharmacy locations.

**2.2 Automatic Enrollment.** Unless Participating Group has directed CVS Caremark, in writing, to not implement the Influenza Program, or elected in writing to participate in the CVS Only Vaccination Network, Participating Group shall be enrolled in the Broader Vaccine Network. If Participating Group elects to participate in the CVS Only Vaccination Network at any time, Participating Group's participation in the Broader Vaccine Network shall cease as of the effective date of such election. If Participating Group has directed CVS Caremark, in writing, to not implement the Influenza Program,

this Section 2 of this Exhibit shall not be applicable and Participating Group shall not be enrolled in the Influenza Program.

**2.3 Vaccine Fee Composition.** Participating Group will be invoiced a single charge for each vaccination administered to a Plan Participant under the Influenza Program. This fee shall include [REDACTED].

**2.4 Vaccine Availability and Annual Pricing Notifications.** Each Flu Season, the influenza vaccinations available through the Influenza Program may vary and may include, but not be limited to, trivalent, quadrivalent, high-dose and/or flu mist vaccines. In addition, pricing for the vaccines available may vary from Flu Season to Flu Season based on availability, wholesale pricing and other relevant factors. Each Flu Season that Participating Group participates in the Influenza Program CVS Caremark shall provide Participating Group written notification of the vaccines that will be available through each of the Broader Vaccine Network and the CVS Only Vaccine Network and the corresponding charges. This written notification shall be provided to Participating Group not less than [REDACTED] days prior to the start of the respective Flu Season and Participating Group shall have [REDACTED] days from receipt of such notification to make any changes in its Influenza Program elections, including suspending or terminating its participation in the Influenza Program, which changes, if any, shall be made by written notification to CVS Caremark. If Participating Group does not elect to change its Influenza Program elections, the charges in CVS Caremark's notification to Participating Group shall apply to any influenza vaccinations administered to Plan Participants under the Influenza Program during the respective Flu Season.

**2.5 Invoicing.** CVS Caremark shall invoice Participating Group pursuant to the standard Claims invoicing and payment terms of the Agreement.

**3. Non-Seasonal Program Terms.** Under the Non-Seasonal Program, certain non-seasonal vaccine offerings may be available from time to time, which will be set forth in the PDD, as approved by the Participating Group in writing. Non-seasonal vaccine services under the Non-Seasonal Program shall be provided on an open-ended basis and not on a Flu Season-specific basis. Elections made in the PDD shall remain in effect for so long as CVS Caremark offers the Non-Seasonal Program, until modified or terminated by the Participating Group or the termination of the Agreement.

**3.1 Non-Seasonal Vaccine Availability and Network.** The Non-Seasonal Program will be provided through the Broader Vaccine Network, notwithstanding which, if any, election Participating Group has made under the Influenza Program, above. Not all Participating Vaccine Pharmacies will stock all available non-seasonal vaccines. Plan Participants should call the pharmacy to confirm availability.

**3.2 Non-Seasonal Vaccine Pricing.** Non-seasonal vaccines will adjudicate (a) using the same AWP discount and dispensing fee as would a standard 30-day supply brand drug claim at a retail pharmacy under the Agreement, plus (b) an administration fee of [REDACTED]. In the event of a change in the administration fees set forth in the preceding sentence, CVS Caremark shall provide Participating Group written notification of such change at least [REDACTED] days prior to the effective date of the change and Participating Group shall have [REDACTED] days from receipt of such notification to make any changes in its Non-Seasonal Program elections, including suspending or terminating its participation in the Non-Seasonal Program, which changes, if any, shall be made by written notification to CVS Caremark. If Participating Group does not elect to change its Non-Seasonal Program elections, the charges in CVS Caremark's notification to Participating Group shall apply to any non-seasonal vaccinations administered to Plan Participants under the Non-Seasonal Program on and after the effective date set forth in CVS Caremark's notification. Caremark Retail-90, CVS-90 and Maintenance Choice pricing terms, if any, do not apply to non-seasonal vaccines.

**3.3 Invoicing.** CVS Caremark shall invoice Participating Group pursuant to the standard Claims invoicing and payment terms of the Agreement.

**4. Retail Voucher Program Terms.** The Retail Voucher Program is not eligibility-based. Individuals selected by Participating Group, who may or may not be Plan Participants, obtain an influenza vaccination by presenting a voucher, as further set forth below. Participation in the Retail Voucher Program is optional and if Participating Group does not elect, in writing, to participate, this Section 4 of this Exhibit shall be of no force or effect. The following terms apply to the Retail Voucher Program, if elected by Participating Group.

**4.1 Enrollment Form.** Upon request, CVS Caremark shall provide Participating Group with a Retail Voucher Program enrollment form. The enrollment form shall set forth the pricing, the time period the vouchers shall be available for redemption and other relevant Program details.

**4.2 Distribution of Retail Vouchers.** CVS Caremark shall provide Participating Group with a portable document file (pdf) electronic file ("Electronic File"), from which the vouchers may be printed. Participating Group shall be responsible for selection of individuals eligible to receive the vouchers ("Voucher Recipients") and distribution of the Electronic File or the vouchers to Voucher Recipients.

**4.3 Redemption of Retail Vouchers.** CVS Caremark shall arrange for the provision of vaccinations to Voucher Recipients exclusively through the CVS Only Network. The vaccination indicated on the voucher shall be provided upon presentation of a voucher, which must be relinquished at the time the Voucher Recipient receives the vaccination.

**4.4 Invoicing.** CVS Caremark shall invoice Participating Group for Retail Voucher Program services in accordance with the rates and terms specified in the respective Program enrollment form. If no invoicing terms are specified in the enrollment form, CVS Caremark shall invoice Participating Group monthly and invoices shall be paid within [REDACTED] days of receipt.

## **5. Additional Terms.**

**5.1** Vaccinations administered under the Program shall be administered by licensed pharmacists or pharmacist interns in accordance with all laws and regulations applicable to the respective Participating Vaccine pharmacy. Participating Vaccine Pharmacies may decline to provide vaccinations to minors based on state law or clinical considerations. The provision of all Program services is subject at all times to vaccine availability. In the event of an epidemic, pandemic or similar public health incident(s), Participating Vaccine Pharmacies may be unable to purchase and/or supply vaccine, and product held by Participating Vaccine Pharmacies may be subject to superseding requirements imposed by a governmental authority, including, without limitation, potential seizure. CVS Caremark shall have no liability due to any resulting inability to provide Program services.

**5.2** Vaccinations provided pursuant to the Program may be [REDACTED]. Except with respect to collection of Cost Share as agreed to by Participating Group and CVS Caremark, CVS Caremark undertakes no responsibility to bill any payor other than Participating Group for the services described in this Exhibit or any Program Enrollment Form and specifically disclaims any obligation to engage in any coordination of benefits with respect to such services, except where required by applicable law.

**5.3** This Exhibit shall supersede all previous vaccine pricing agreed to by the parties, if any. Capitalized terms used but not otherwise defined in this Exhibit shall have the meaning set forth in the Agreement.



[REDACTED]	[REDACTED]

Note: The frequency of reports is determined by each Participating Group's needs.

**Exhibit L**  
**Point Solutions Management**  
**Service Terms and Conditions**

Participating Group has implemented CVS/caremark's Point Solutions Management Service pursuant to which, in addition to the Services provided to Participating Group's Plan, CVS/caremark shall make available to Participating Group, certain third-party digital applications and other products and services (each a "PSM Solution" provided by a "PSM Vendor") as set forth below. PSM Vendors are contracted as subcontractors of CVS/caremark.

1. Participating Group will enroll in individual PSM Solutions by executing a "Vendor Election Form" as provided by CVS/caremark, which shall constitute part of the PDD. Implementation dates of individual PSM Solutions will be as described in their respective Vendor Election Forms. CVS/caremark shall collect from Participating Group and remit to PSM Vendors, the fees described in each Vendor Election Form. CVS/caremark shall not be responsible for funding any portion of the PSM Solutions, but rather shall remit applicable fees only for amounts properly funded by Participating Group. The PSM Solution will be available to employees of Participating Group residing in the United States, even if they do not receive other PBM services through CVS/caremark.
2. The Point Solutions Management Service processes payments for third-party products and services. The PSM Solution may include access or use, or otherwise interact with third party applications, websites and services ("Third Party Applications") to make the PSM Solution available to Participating Group. These Third Party Applications may have their own terms and conditions of use. Participating Group understands and agrees that CVS/caremark does not endorse and is not responsible for the terms and conditions of use of those Third Party Applications. PSM Solutions and related payments shall not constitute Claims under the Agreement, and are excluded from the calculation of any and all financial and performance guarantees in the Agreement. Fees for PSM Solutions may not be paid from any Participating Group Credits available to Participating Group pursuant to Section 3 of Exhibit A of the Agreement. In the event, a PSM Solution impacts the underlying financial terms of the Agreement, CVS/caremark will review such impact with Participating Group and may equitably adjust the same.
3. Communication campaigns, including but not limited to campaigns that raise awareness of the PSM Solutions, will be designed and executed by PSM Vendors in coordination with Participating Group. Data regarding PSM Solutions may be audited pursuant to Participating Group's existing audit rights, and may take up to ninety (90) days from the date of the data request if records need to be secured from PSM Vendors. CVS/caremark will not be liable for any obligations arising from existing agreements with a PSM Vendor, or for services provided by PSM Vendors other than those provided pursuant to a Vendor Election Form. Participating Group is a Covered Entity under the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations at 45 CFR Parts 160-164 ("HIPAA Rules"). To the extent Participating Group authorizes the disclosure of protected health information of its Plan Participants to a PSM Vendor for a PSM Solution, it will comply with and be subject to the HIPAA Rules.
4. The term of Participating Group's participation in the Point Solutions Management Service shall expire one (1) year from the date of execution of Participating Group's Participating Group Addendum electing the Point Solutions Management Service, and shall thereafter automatically

renew for additional one (1) year terms unless either party provides written notice of non-renewal at least ninety (90) days before the end of the Initial Contract Term or any Renewal Term; provided that either party may at any time terminate Participating Group's participation in the Point Solutions Management Service, or any individual PSM Solution, upon ninety (90) days' prior written notice to the other party. In the event safety concerns with a PSM Solution or breach of a PSM Vendor's contract with CVS/caremark require CVS/caremark to terminate a PSM Solution, CVS/caremark shall notify Participating Group of the termination within five (5) business days. Upon the termination of Participating Group's participation in the Point Solutions Management Service, all Vendor Election Forms will terminate simultaneously with such termination.