



EncircleRx Cardiometabolic Program Terms & Conditions (TPM)

Definitions

- “EncircleRx Benefit Requirements” means the benefit design and policy requirements set forth in ESI’s EncircleRx clinical policy, which ESI shall provide to Sponsor upon Sponsor’s request.
- “EncircleRx Cardiometabolic Program” means the ESI program to manage GLP-1 medications that are used for weight management and/or Diabetes which, includes utilization management, demonstrated patient engagement, Diabetes diagnosis documentation, and GLP-1 anti-fraud protection components.
- “EncircleRx Cardiometabolic: Weight Loss” means the weight loss component of the EncircleRx Cardiometabolic Program which, includes utilization management, demonstrated patient engagement, and GLP-1 anti-fraud protection components.
- “EncircleRx Cardiometabolic: Diabetes” means the diabetes component of the EncircleRx Cardiometabolic Program which, includes Diabetes utilization management and GLP-1 anti-fraud protection components.
- “EncircleRx Program” or “EncircleRx” means the ESI suite of value-based solutions consisting of the following:
 - EncircleRx Cardiometabolic: Weight loss
 - EncircleRx Cardiometabolic: Diabetes
- “GLP-1 Anti Protection” means the anti-fraud solution component of the EncircleRx Cardiometabolic Program
- “Program Products” means those products listed on each individual EncircleRx Program product list, which can be provided to Sponsor upon request. The EncircleRx Program product lists may be updated from time to time by ESI. Only products with a labeled indication for the treatment of a disease state covered within the EncircleRx Program (i.e. diabetes in EncircleRx Cardiometabolic Program) or products with significant clinical documentation supporting their use in the treatment of that disease state may be included as a EncircleRx Program Product. Newly launched products with a labeled indication for the treatment of disease states within each EncircleRx Program may be added to the EncircleRx solution products list.
- “Program Year” means a full one (1) year from the Effective Date on the EncircleRx Service Addendum (i.e. Clinical Addendum”).

- Capitalized terms used but not defined herein will have the meanings given those terms in the PBM Agreement between Sponsor and ESI.



General Terms

- If Sponsor chooses to participate in EncircleRx Cardiometabolic: Weight Loss, EncircleRx Cardiometabolic: Diabetes, or the Anti-fraud Protection component of the EncircleRx Program, only the associated terms and conditions of the applicable program will apply in addition to the General Terms.
- Sponsor's enrollment in the EncircleRx Program will be effective on the enrollment date, unless otherwise communicated by ESI. Sponsor's enrollment in the EncircleRx Program will continue until such time as Sponsor affirmatively disenrolls from participation in the EncircleRx Program by sending written notice to ESI of Sponsor's desire to disenroll ESI or until such time as either ESI is no longer providing PBM Services to Sponsor or ESI discontinues a value-based solution within the EncircleRx Program. For the sake of clarity, if Sponsor and ESI enter into a new PBM Agreement, Sponsor's participation in the EncircleRx Program will continue until such time as Sponsor affirmatively disenrolls from participation in the EncircleRx Program by sending written notice to ESI, irrespective of any provision of the new PBM Agreement to the contrary. Any written notice of disenrollment from the EncircleRx Program by Sponsor will be effective within 60 days after ESI receives such notice. If Sponsor's PBM Agreement with ESI is terminated and is not renewed, Sponsor's enrollment in the EncircleRx Program will cease upon the termination date of the PBM Agreement.
- Sponsor understands that it is responsible for ensuring that the EncircleRx Program complies with applicable laws in its jurisdiction and that plan documents are updated as necessary to be consistent with the terms of the EncircleRx Program.
- The administrative fee for the services rendered under the EncircleRx Program will be included in Sponsor's Total Performance Management PMPM fees as set forth in the PBM Agreement.
- ESI reserves the right to terminate or modify the EncircleRx Program or individual value-based solutions at any time upon no less than 30 days written notice to Sponsor.
- ESI has structured the terms of the EncircleRx Program to comply with certain exceptions and safe harbors to the Federal Anti-Kickback Statute (42 U.S.C. §1320a-7b(b)), including the discount exception (42 U.S.C. § 1320a-7b(b)(3)(A) and safe harbor (42 C.F.R. § 1001.952(h)). ESI will treat any reimbursement made to Sponsor hereunder as retrospective discounts on the price of the product paid by Sponsor. ESI will fully and accurately report such discounts on the payment information submitted to Sponsor. ESI hereby informs Sponsor that it may be required by law to properly disclose and appropriately reflect (in any costs claimed or charges made) all such discounts. Further, ESI will refrain from taking any action that would impede or frustrate Sponsor in any such disclosure requirements. If required by law, Sponsor may be required to provide information on the discount to the Secretary of Health and Human Services, or any state or other governmental agency, upon request. ESI will comply with all applicable reporting and disclosure obligations.



- Claims for which Sponsor overrides the applicable utilization management criteria will be excluded from all components of the EncircleRx Program.
- In the event Sponsor disenrolls from an EncircleRx Program solution at any time during the Program Year, ESI reserves the right to adjust the Drug Spend Target in the PBM Agreement.
- Sponsor agrees that nothing in the EncircleRx Program is designed or intended to vest ESI with discretionary authority over the control of Sponsor's plan assets or otherwise vest ESI with fiduciary status with respect to Sponsor's plan(s). As defined by these terms the EncircleRx Program is auditable through the Audit Protocol in the PBM Agreement.
- By enrolling in EncircleRx, Sponsor agrees to an adjustment of the Drug Spend Targets in the PBM Agreement, and such adjustment will be memorialized in an amendment to the PBM Agreement executed by Sponsor and ESI.
- By enrolling in EncircleRx, Sponsor agrees to a mid-year adjustment of the Drug Spend Targets in the PBM Agreement, and such adjustment will be memorialized in an amendment to the PBM Agreement executed by Sponsor and ESI. Reconciliation of the Drug Spend Targets will occur on an annual basis as set forth in the PBM Agreement.

Enrollment

Sponsor chooses to enroll in the solution below:

- ✓ EncircleRx Cardiometabolic Program

Encircle Rx Cardiometabolic: Weight Loss

EncircleRx Cardiometabolic: Weight Loss is ESI's program to manage Program Products that address weight management, which includes utilization management, EncircleRx Benefit Requirements, anti-fraud protection for Program Products, and demonstrated patient engagement with lifestyle program requirements.

- Sponsor agrees that EncircleRx Benefit Requirements will be implemented for EncircleRx Cardiometabolic: Weight loss Program Products.
- Sponsor agrees that upon enrollment in EncircleRx Cardiometabolic: Weight Loss all active PAs for Program Products will be terminated.

Demonstrated Patient Engagement

- Sponsor acknowledges and agrees that during the course of providing the EncircleRx Program, ESI will collaborate with third party vendors. Those vendors will have access to patient specific information, including protected health information, and will be subject to an appropriate business associate agreement.

- Sponsor agrees that ESI may contact Sponsor’s Members (including via electronic means) to discuss the EncircleRx Program and ask the Members to enroll in ESI’s digital communication initiatives, including the ESI mobile application.
- Sponsor agrees that ESI may share Sponsor’s Member contact information (including electronic addresses) with EncircleRx Program vendor(s), allowing EncircleRx Program vendors to contact Sponsor’s Members to enroll in EncircleRx Programs and otherwise communicate regarding the EncircleRx Program’s services.
- Sponsor must enroll in one of ESI’s lifestyle programs. If Sponsor is not already enrolled in a lifestyle program, Sponsor accepts and agrees to the additional lifestyle program terms and conditions, as may be modified from time to time, on the Clinical Addendum
- In the event of a conflict between the terms and conditions of the EncircleRx Program and any other lifestyle program which Sponsor is enrolled in, the EncircleRx Program terms and conditions will prevail.



EncircleRx Cardiometabolic: Diabetes

EncircleRx Cardiometabolic: Diabetes is ESI’s program to manage Program Products that address Diabetes which includes utilization management, EncircleRx Benefit Requirements, and anti-fraud protection for Program Products.

- Sponsor agrees that EncircleRx Benefit Requirements will be implemented for EncircleRx Cardiometabolic: Diabetes Program Products.
- Sponsor agrees that upon enrollment in EncircleRx Cardiometabolic Program: Diabetes, all active prior authorizations for Program Products may be terminated.
- Sponsor’s participation in a lifestyle program is not required for EncircleRx Cardiometabolic: Diabetes.

GLP-1 Anti-Fraud Protection

- EncircleRx Cardiometabolic Program includes GLP-1 Anti-Fraud Protection, which includes the following components:
 - Targeted analytics to identify prescriber and member fraud, waste and abuse concerns
 - Proactive and targeted prescriber outreach to bring awareness and to mitigate risk for inappropriate prescribing or use of GLP-1 medications
 - Full investigation of identified outliers, including interviews and data analysis to substantiate or disprove allegation
 - Proactive provider exclusion of inappropriate prescribers
- ESI may obtain additional information to enable and operate the GLP-1 Anti-Fraud Protection solution including, but not limited to, data associated with medical diagnoses for diabetic, cardiac, and obesity



conditions information of Sponsor or ESI. Sponsor acknowledges and agrees that such information may be collected by or disclosed to subsidiaries of ESI to enable and operate this solution. ESI may use information or data collected for participation in the GLP-1 Anti-Fraud Protection solution, including information collected from third parties and ESI subsidiaries, to administer the program, to contact participants in the program to support their participation, for the purpose of performing outcomes and/or opportunity analyses, for health, safety and wellness programs, pharmacy benefit plan administration, administration of other programs that Sponsor may enroll in, including but not limited to EncircleRx Cardiometabolic Program and other similar programs, practice of pharmacy and other analytics to improve Sponsor's performance, performing analytics for the development and improvement of programs offered by ESI, and for assessing the effectiveness of ESI programs, of which results may be provided by ESI to other Sponsors, potential Sponsors or healthcare organizations, including pharmaceutical companies. Results provided to third parties must be provided on a de-identified basis.

- Sponsor acknowledges and agrees that it is solely responsible for ensuring that its implementation of enhanced GLP-1 Anti-Fraud Protection solution complies with any applicable law.
- ESI reserves the right to terminate or modify enhanced GLP-1 Anti-Fraud Protection solution at any time.
- Sponsor agrees that upon enrollment in the EncircleRx Cardiometabolic Program prior authorizations may be terminated if fraudulent behavior is identified.