

Cardiovascular Care Value (CCV) Program – Terms & Conditions

Sponsors may receive a credit, as defined below, through the Cardiovascular Care Value Program provided all requirements, terms and conditions are satisfied.

Definitions

- “CCV Program” or “CCV” means the Express Scripts Cardiovascular Care Value Program.
- “Cardiovascular Care Value Products” means those products listed on the CCV Program product list, which will be provided to Sponsor upon request. The CCV Program product list may be updated from time to time by Express Scripts.
- “Preferred Cardiovascular Care Value Products” means those products listed on the CCV Program product list, identified as being eligible for Additional Value. A list of Preferred CCV Products will be provided to Sponsor upon request. The list of Preferred CCV Products may be updated from time to time by Express Scripts. Only Preferred CCV Products are eligible for Additional Value.
- “Additional Value” means the additional financial value, including but not limited to additional discounts cost caps, and Discontinuation Credit, which Sponsor will receive.
- “Discontinuation Credit” means the credit described below which Sponsor will receive for Members who discontinue therapy as described below
- “Exhaust Date” means the date on which the prescription days’ supply would have been exhausted if the CCV Patient utilized the Cardiovascular Care Value Product as prescribed.
- Capitalized terms used but not defined herein will have the meanings given those terms in the PBM Agreement between Sponsor and Express Scripts.

Program Terms

- Sponsor’s enrollment in the CCV Program will be effective on the date communicated to Sponsor by Express Scripts, and will continue until: 1) Sponsor affirmatively disenrolls by sending written notice of Sponsor’s desire to disenroll to Express Scripts or 2) Express Scripts either: (a) no longer provides PBM Services to Sponsor or (b) discontinues the CCV Program. For sake of clarity, if Sponsor and ESI enter into a new PBM Agreement, Sponsor’s participation in the CCV Program will continue until such time as Sponsor affirmatively disenrolls by sending written notice to Express Scripts, notwithstanding any provision of the new PBM Agreement to the contrary. Any written disenrollment will be effective within 60 days after it is received by Express Scripts. If Sponsor’s PBM Agreement with ESI is terminated and is not renewed, Sponsor’s enrollment in the CCV Program will cease upon the termination date of the PBM Agreement.
- Sponsor must be enrolled in Express Scripts’ National Preferred Formulary, or a clone thereof, or applicable utilization management programs. If Sponsor does not meet these requirements, Sponsor agrees to adopt the required utilization management programs. If at any time Sponsor does not meet these requirements, Sponsor is not eligible for participation in the CCV Program and notwithstanding anything herein to the contrary, will be disenrolled as soon as reasonably practicable. Claims for which Sponsor overrides the applicable prior authorization criteria will not be eligible for, or included in, any portion of the program.
- If Sponsor participates in the program, Sponsor may be eligible for Additional Value which will be paid

out on an annual basis for Preferred Cardiovascular Care Value Products. The list of Preferred Cardiovascular Care Value Products and their associated credit value, will be provided to Sponsor upon request.

- Sponsor agrees that Express Scripts may contact Sponsor's members and their providers (including via electronic means) to discuss the CCV Program. Sponsor agrees that, if available, Express Scripts may use information included in medical claims data (alone or together with data from other sources) for the purpose of performing outcomes and/or opportunity analyses, for health, safety and wellness programs, pharmacy benefit plan administration, practice of pharmacy and other analytics.

Program Value

- A discontinuation credit for up to 90-days supply of Preferred CCV Products may apply for Members who discontinue applicable Preferred CCV Products early. To be eligible for the Discontinuation Credit, the Member must have been continuously covered by Sponsor's pharmacy benefit plan under Express Scripts in the prior 130 days leading to the first fill of a Preferred CCV Product and remained covered by Sponsor for the duration of the credit period (i.e., must remain benefit eligible) and Sponsor must be able to provide 270 days of claims data evidencing that the patient has not previously filled a Preferred CCV Product. An "early discontinuation" occurs when a Member fills a prescription of a Preferred CCV Product, but, during the 90 day period following the Member's initial fill, does not continue therapy within 45 days after the Exhaust Date of the last dispensed prescription. The Discontinuation Credit will be available for a maximum of 10% of Sponsor's eligible CCV patients.
- PCSK9 PMPY Cost Cap
 - Only preferred product utilization while Sponsor is enrolled in the Cardiovascular Care Value Program will count towards the PMPY cost cap. Only utilization while the Member is covered by Sponsor will apply.
 - ESI may adjust the PMPY cap if there are significant changes to the FDA approved labels for Preferred CCV Products as part of the Cardiovascular Care Value program or if outcomes trials are released that materially change prescriber behavior. ESI may also adjust the cap if the number of Sponsor's members enrolled in the program drops below 1,000.
 - ESI will provide Sponsor with a credit, dollar for dollar, to the extent that Sponsor's actual Preferred CCV Product spend as part of the Cardiovascular Care Value Program (net of rebates and discounts) exceeds the PMPY cap. ESI will determine if the PMPY cap is exceeded by comparing the cap to the result of the following equation: Sponsor's actual plan cost billed for preferred products for the calendar year, less any taxes, dispensing fees, rebates or discounts paid (if applicable) divided by the average CCV Program enrollment in Sponsor's plans during the calendar year.
 - The PMPY cost cap is only applicable to Preferred CCV Product claims as part of the Cardiovascular Care Value program, and does not include the cost of any other therapies used by the member, including statin therapy.
 - The total value to be paid to Sponsor under Cost Cap will not exceed 70% of AWP of the PCSK9 products dispensed to Sponsor's members.
- The PMPY Cost Cap will apply only to claims dispensed after all prior authorization criteria are implemented for Sponsor's plans.
- If Sponsor participates in the program, Sponsor may be eligible for additional discounts which will be paid out on an annual basis for Preferred Cardiovascular Care Value Products. The list of Preferred Cardiovascular Care Value Products and their associated credit value, will be provided to Sponsor upon request.
- In the event Sponsor participates in multiple Care Value programs where Additional Value is eligible in more than one program for the same preferred product, Sponsor will only be eligible for one (1) Additional Value payment.

General Terms

- Payments under the program will be made annually, and Express Scripts will make reasonable efforts to provide payment by March 31 of the following year, to all clients that are in Express Scripts active status. No reimbursement will be made to any member.
- Express Scripts reserves the right to terminate or modify the program at any time.

- Express Scripts may receive additional discounts from pharmaceutical manufacturers in connection with the CCV program (the “CCV Pharma Value”). Express Scripts reserves the right to retain any such discount received from pharmaceutical manufacturers in excess, if any, of Additional Value due to Sponsor under the program as payment for administrative services rendered under the program, but in no event to exceed 2.75% of WAC of the applicable product(s) (the “CCV Admin Fee”). If any CCV Pharma Value, after subtraction of the CCV Admin Fee and Additional Value, is available, it will be distributed to Sponsor as part of the CCV Program.
- No credits will be made to Sponsor unless Sponsor has an executed PBM agreement with Express Scripts.
- Medicare, Medicaid, and other government health care program claims will be excluded from the program.
- ESI has structured the terms of this 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 advice 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. Sponsor may be required to provide information on the discount furnished to Sponsor 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.