



Multiple Sclerosis Care Value (MSCV) Program Term & Conditions

Commercial Division Standard Offering: Early discontinuation reimbursement if exclusive Accredo

Definitions

- “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 MSCV Patient utilized the Multiple Sclerosis Product as prescribed.
- “MSCV Program” means the Express Scripts Multiple Sclerosis Care Value Program.
- “MSCV Patient” means a member covered by Sponsor’s plan who has received a fill for a Preferred Multiple Sclerosis Product.
- “Multiple Sclerosis Products” means those products listed on the MSCV Program product list; which will be provided to Sponsor upon request. The MSCV Program product list may be updated from time to time by Express Scripts. Only products with a labelled indication for the treatment of Multiple Sclerosis or products with significant clinical documentation supporting their use in the treatment of Multiple Sclerosis may be included as a Multiple Sclerosis Product. Newly launched products with a labelled indication for the treatment of Multiple Sclerosis may be added to the Multiple Sclerosis Product list. Multiple Sclerosis Products do not include drugs or products to which Accredo does not have access.
- “Preferred Multiple Sclerosis Products” means those Multiple Sclerosis Products listed on the MSCV Program product list, identified as being eligible for the Discontinuation Credit. A list of Preferred Multiple Sclerosis Products will be provided to Sponsor upon request. The list of Preferred Multiple Sclerosis Products may be updated from time to time by Express Scripts. Only Preferred Multiple Sclerosis Products are eligible for a Discontinuation Credit.
- 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 MSCV Program will be effective on January 1, 2018 unless otherwise communicated by Express Scripts and will continue until such time as Sponsor affirmatively disenrolls by sending written notice of Sponsor’s desire to disenroll to Express Scripts or until such time as either Express Scripts is no longer providing PBM Services to Sponsor or Express Scripts discontinues the MSCV Program. For sake of clarity, if Sponsor and ESI enter into a new PBM Agreement, Sponsor’s participation in the MSCV 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 MSCV Program will cease upon the termination date of the PBM Agreement.
- Sponsor’s benefit design must be set to exclusive Accredo for Multiple Sclerosis Products with no courtesy fills allowed at any other pharmacy. If Sponsor’s plan design is not set-up in accordance with this requirement, Sponsor hereby directs ESI to update its plan design to comply with this requirement.
- Sponsor must be enrolled in Express Script’s National Preferred Formulary, or a clone thereof, or utilization management programs that drives preference for the applicable Multiple Sclerosis Products. 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 MSCV Program and will be

disenrolled as soon as reasonably practicable and will not be eligible for the Discontinuation Credit.

- Claims for which Sponsor overrides the applicable utilization management criteria will be excluded from all components of the program.
- No later than 30 days prior to the implementation of the MSCV Program, Express Scripts will send communications to Sponsor's MSCV Patients who are on therapy with a Multiple Sclerosis Product and who are not receiving the product from Accredo. The communication will explain that the member will be required to receive the Multiple Sclerosis Product from Accredo.
- The Discontinuation Credit only applies when the MSCV Patient receives his or her initial and all subsequent fills of the Preferred Multiple Sclerosis Product at Accredo.
- Sponsor will only be eligible for the Discontinuation Credit one time per unique MSCV Patient, per Preferred Multiple Sclerosis Product.
- To be eligible for the MSCV Discontinuation Credit, the MSCV Patient must start (receive their first fill) at Accredo and remain at Accredo through discontinuation of therapy. In addition, the MSCV Patient must have been continuously eligible in the prior 270 days 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 Multiple Sclerosis Product.
- For purposes of calculating continuous eligibility, Sponsor's data will be reconciled based on level of enrollment (carrier being the highest level of enrollment allowed).
- For the purposes of this program, Sponsor will be eligible for the Discontinuation Credit if an MSCV Patient discontinues therapy. The MSCV Patient will be considered to have discontinued therapy in any of the following scenarios*:
 - MSCV Patient receives one 90-day supply and does not refill their prescription before a 45-day gap after the Exhaust Date
 - MSCV Patient receives a 28-or 30-day's supply and does not refill their prescription before a 45-day gap after the prescription Exhaust Date.
 - MSCV Patient receives one or more prescriptions with a combined days' supply of between 31 and 60 days and does not refill their prescription again before a 45-day gap after the Exhaust Date of the prescription(s).
 - MSCV Patient receives one or more prescriptions with a combined days' supply of between 61 and 90 days and does not refill their prescription again before a 45-day gap after the Exhaust Date of the prescription(s).
- The Discontinuation Credit will only be available with respect to discontinuation of Preferred Multiple Sclerosis Products.
- The Exhaust Date calculations are based on the date the applicable prescription was shipped from Accredo to the MSCV patient.
- The Discontinuation Credit will be as follows*:
 - \$2,500 for MSCV Patients who discontinue therapy after receiving either a 28-or 30-days' supply.
 - \$5,000 for MSCV Patients who discontinue therapy after receiving greater than a 30-day supply, but less than a 61-day supply.
 - \$7,500 for MSCV Patients who discontinue therapy after receiving greater than a 60-day supply.

- Calculation of days' supply will be based on PBM and Accredo pharmacy records. To identify MSCV Patients who are eligible for the Discontinuation Credit under the MSCV Program, Express Scripts will use a combination of pharmacy data, claims adjudication data, PA approval/appeal data, other PBM data and, if necessary, manual review of patient records.
- Sponsor understands that it is responsible for ensuring that the MSCV Program complies with applicable laws in its jurisdiction. Further, Sponsor will ensure that its plan documents (e.g. its summary plan description and other plan documents) are updated, if determined necessary by Sponsor, to be consistent with the terms of the MSCV Program.
- *The above discontinuation criteria and credit do not apply to Mavenclad due to its unique dosing schedule. Sponsor will be eligible for Discontinuation Credit if an MSCV Patient discontinues Mavenclad in the following scenarios:
 - MSCV Patients receives a 28 or 30 days' supply and does not refill their prescription before a 45 day gap after the prescription Exhaust Date
 - The Discontinuation Credit for Mavenclad will be \$2,500 for MSCV Patients that discontinue therapy after receiving a 28 or 30 days' supply.
 - Sponsor will be eligible for maximum Discontinuation Credit of \$2,500 per MSCV Patient if patient discontinues therapy between their first and second cycle of their first course of Mavenclad therapy.

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 MSCV Program at any time upon no less than 30 days written notice to Sponsor.
- Sponsor agrees that ESI may contact Sponsor's members (including via electronic means) to discuss the MSCV Program and ask the members to enroll in ESI's digital communication initiatives, including the Express Scripts mobile application.
- Express Scripts may receive additional discounts from pharmaceutical manufacturers in connection with the MSCV Program (the "MSCV Pharma Value"). As consideration for the administrative services rendered under the MSCV Program, Express Scripts is entitled to an administrative fee paid by Sponsor not to exceed 2.75% of the Wholesale Acquisition Cost of the Multiple Sclerosis Products covered under the MSCV Program (the "MSCV Admin Fee"). For convenience and ease of administration, Express Scripts may retain the MSCV Admin Fee out of the MSCV Pharma Value. All MSCV Pharma Value, after subtraction of the MSCV Admin Fee, will be distributed to Sponsor as part of the MSCV Program.
- No payments will be made to Sponsor unless Sponsor has an executed PBM agreement with Sponsor.
- Medicare, Medicaid and other government health care program claims will be excluded from the MSCV 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.

- Sponsor agrees that nothing in this 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). By declining to opt-out of the program, Sponsor hereby directs ESI to implement the MSCV Program upon the terms and conditions contained herein.
- Sponsor may opt-out of the MSCV Program at any time by communicating its decision in writing to ESI. Disenrollment will be effective no later than 60 days after written notice is received by ESI.