



Missouri Consolidated Health Care Plan
832 Weathered Rock Court
PO Box 104355
Jefferson City, MO 65110
Phone: 800-701-8881
www.mchcp.org

Judith Muck, *Executive Director*

January 15, 2020

TO: Invited Vendors

FROM: Judith Muck, Executive Director

RE: Pharmacy Claim Audit Request for Proposal (RFP)

MCHCP will be working with DirectPath, an online RFP system, in the marketing of the 2020 Pharmacy Claim Audit RFP. You are invited to submit a proposal for these services. We believe that you will find this RFP a great potential opportunity for your organization.

MCHCP provides the health benefit program for most State of Missouri employees, retirees, and their dependents covering nearly 93,000 members (lives). An additional 1,000 non-state local government members are covered through their public entity employer.

Bids are requested for an auditor to perform a review of claims pricing and benefit design accuracy as well as a rebate review of MCHCP's contracted Pharmacy Benefit Manager (PBM), Express Scripts, Inc. MCHCP offers a commercial plan to its non-Medicare members and an Employer Group Waiver Plan to its Medicare-eligible members.

The contract will be for a one-time service and will be effective once the contract is signed by MCHCP or its authorized designee.

Intent to Bid

Once the RFP is released on January 31, 2020, bidders who are interested in submitting a proposal should complete the Intent to Bid, available as a response document within the DirectPath system. The Intent to Bid is due at 4 p.m. CT (5 p.m. ET), Friday, February 7, 2020.

Use of DirectPath

During this RFP process you will find DirectPath's internet-based application offers an opportunity to streamline information exchange. We are confident your organization will find the process straight forward and user-friendly. DirectPath will be contacting you within the next two to three days to establish a contact person from your organization and to set up a training session, if necessary. To assist you in preparing for the online proposal process, we have outlined below some important information about this event.

General Instructions

Your proposal will be submitted over the Internet, through an anonymous online bidding process. DirectPath will assign a unique username, which will allow you to view the information pertinent to the bidding process, submit response documents, communicate directly with

MCHCP through the application's messaging component, and respond to our online questionnaires. In addition, DirectPath will provide a user guide with instructions for setting up your account.

You may wish to have other people in your organization access this online event to assist in the completion of the RFP. Each member of your response team must secure a unique username and password from DirectPath by way of a provider contact spreadsheet, e-mailed directly to you by DirectPath. There is no cost to use the DirectPath system.

System Training

DirectPath offers all participants of a DirectPath-hosted event access to their downloadable *User Guides* and *Pre-Recorded Training Sessions*. These guides are located on the homepage of the *vendor-user* view and provide an overview of the application's functionality. We recommend that you and your response team take advantage of this opportunity in order to realize the full benefit of the application. In addition to this self-help option, DirectPath's experienced support personnel will offer an application overview via a web-cast session.

DirectPath support is also available Monday through Friday from 8 a.m. to 6 p.m. ET to help with any technical or navigation issues that may arise. The toll-free number for DirectPath is 800-979-9351. Support can also be reached by e-mail at support@directpathhealth.com.

Key Event Information

The RFP timeline is provided below.

Online RFP Released	Friday, January 31, 2020 8:00 a.m. CT (9:00 a.m. ET)
Intent to Bid Document Due	Friday, February 7, 2020 4:00 p.m. CT (5:00 p.m. ET)
Question Submission Deadline	Friday, February 7, 2020 4:00 p.m. CT (5:00 p.m. ET)
MCHCP Response to Submitted Questions	Thursday, February 13, 2020 4:00 p.m. CT (5:00 p.m. ET)
Proposals Due	Wednesday, February 26, 2020 4:00 p.m. CT (5:00 p.m. ET)
Final Vendor Selection/Contract Award	Late April, 2020
Contract Effective Date	Upon signature

If this notice should have been sent to a different individual within your organization, please contact Tammy Flaughner by phone at 573-526-4922 or by email at tammy.flaugher@mchcp.org.

We look forward to working with you throughout this process.

Pharmacy Claim Audit Pricing

Pharmacy Claim Audit Scope of Work

	Description
Pharmacy Claims Pricing (Discount) Accuracy Review	The contractor will analyze 100 percent of the claims incurred to confirm pricing accuracy as further defined in Exhibit B, Sections B2.1.1 and B3.
Pharmacy Benefit Design Accuracy Review	The contractor must analyze claims to validate application of plan benefits, as defined in Exhibit B, Section B2.1.2.
Rebate Review	The contractor will identify the top five drug manufacturers and compare the rebates credited to MCHCP under each manufacturer's contract with ESI for two calendar quarters and will also confirm manufacturer administrative fees were passed 100 percent to MCHCP, as defined in Exhibit B, Section B2.1.3.
Deliverables	The contractor shall produce preliminary, draft, and final reports according to the mutually agreed upon timeline, as further defined in Exhibit B, Section B4.

Pharmacy Claim Audit Pricing

	Instructions
1.	Bidder must provide a firm fixed price for performing the services outlined in Exhibit B - Scope of Work.
2.	MCHCP reserves the right to award one, two or three of the requested services (i.e., Claim Pricing (Discount) Accuracy Review, Benefit Design Accuracy Review, and/or Rebate Review).
3.	Costs for travel and incidentals must be included in the pricing and shall not be billed separately.

	Price
Pharmacy Claims Pricing (Discount) Accuracy Review	
Pharmacy Benefit Design Accuracy Review	
Rebate Review	
Total Not to Exceed Price	=SUM('W3'!A1:A3)

Pharmacy Claim Audit Pricing



Exhibit A-1
Intent to Bid – 2020 MCHCP Pharmacy Claim Audit RFP
(Signing this form does not mandate that a vendor must bid)

Please complete this form following the steps listed below:

1. Fill this form out electronically and sign it with your electronic signature.
 2. Upload the completed document to the Response Documents area of the RFP, no later than Friday, February 7, 2020, at 4 p.m. CT (5 p.m. ET).
-

This form will serve as confirmation that our organization has received the 2020 MCHCP Pharmacy Claim Audit RFP.

- ☐ We intend to submit a complete proposal for the audit of MCHCP's PBM as outlined in the RFP.
- ☐ We decline to submit a proposal for the following reason(s):

Name of Organization

Signature of Plan Representative

Name/Title of Plan Representative

Date

EXHIBIT A-2
BIDDER'S PROPOSED MODIFICATIONS TO THE RFP
2020 MCHCP PHARMACY CLAIM AUDIT RFP

The bidder must utilize this document to clearly identify by subsection number any exceptions to the provisions of the Request for Proposal (RFP) and include an explanation as to why the bidder cannot comply with the specific provision. Any desired modifications should be kept as succinct and brief as possible. **Failure to confirm acceptance of the mandatory contract provisions will result in the bidder being eliminated from further consideration as its proposal will be considered non-compliant.**

Any modification proposed shall be deemed accepted as a modification of the RFP if and only if this proposed modification exhibit is countersigned by an authorized MCHCP representative on or before the effective date of the contract awarded under this RFP and the terms are included in the final contract executed by the parties.

Name/Title of Individual

Organization

Signature

Date

On behalf of MCHCP, the undersigned individual hereby attests that he or she is authorized to enter into this Agreement and agrees to all the terms specified herein.

Executive Director
Missouri Consolidated Health Care Plan

Date

Exhibit A-3
Confirmation Document
2020 MCHCP Pharmacy Claim Audit RFP

Please complete this form, sign and upload to DirectPath, following the steps listed below:

-
- 1) Confirm that you have read and understand all MCHCP's instructions included in the DirectPath application.

☐ Yes

☐ No

-
- 2) Bidders are required to submit a firm, fixed price for the services described in this RFP. Confirm that you hereby agree to provide the services and/or items at the prices quoted, pursuant to the requirements of the RFP, including any and all RFP amendments.

☐ Yes

☐ No

-
- 3) Completion of the signature block below constitutes your company's acceptance of all terms and conditions of the original RFP plus any and all RFP amendments. You also hereby expressly affirm that you have the requisite authority to execute this Agreement on behalf of the Vendor and to bind such respective party to the terms and conditions set forth herein.

Signature

Name/Title of Individual

Organization

Date

EXHIBIT A-4

**CONTRACTOR CERTIFICATION
OF COMPLIANCE WITH FEDERAL EMPLOYMENT LAWS
2020 MCHCP PHARMACY CLAIM AUDIT RFP**

_____ (hereafter referred to as "Contractor") hereby certifies that all of Contractor's employees and its subcontractors' employees assigned to perform services for Missouri Consolidated Health Care Plan ("MCHCP") and/or its members are eligible to work in the United States in accordance with federal law.

Contractor acknowledges that MCHCP is entitled to receive all requested information, records, books, forms, and any other documentation ("requested data") in order to determine if Contractor is in compliance with federal law concerning eligibility to work in the United States and to verify the accuracy of such requested data. Contractor further agrees to fully cooperate with MCHCP in its audit of such subject matter.

Contractor also hereby acknowledges that MCHCP may declare Contractor has breached its Contract if MCHCP has reasonable cause to believe that Contractor or its subcontractors knowingly employed individuals not eligible to work in the United States. MCHCP may then lawfully and immediately terminate its Contract with Contractor without any penalty to MCHCP and may suspend or debar Contractor from doing any further business with MCHCP.

THE UNDERSIGNED PERSON REPRESENTS AND WARRANTS THAT HE/SHE IS DULY AUTHORIZED TO SIGN THIS DOCUMENT AND BIND THE CONTRACTOR TO SUCH CERTIFICATION.

Signature

Name/Title of Individual

Organization

Date

Exhibit A-5

Documentation of Intent to Participate 2020 MCHCP Pharmacy Claim Audit RFP

If the bidder is proposing to include the participation of a Minority Business Enterprise/Women Business Enterprise (MBE/WBE) in the provision of the products/services required in the RFP, the bidder must either provide a recently dated letter of intent, signed and dated no earlier than the RFP issuance date, from each organization documenting the following information, or complete and provide this Exhibit with the bidder's proposal.

~ Copy This Form For Each Organization Proposed ~

Bidder Name: _____

This Section To Be Completed by Participating Organization:

By completing and signing this form, the undersigned hereby confirms the intent of the named participating organization to provide the products/services identified herein for the bidder identified above.

Name of Organization: _____

(Name of MBE, WBE)

Contact Name: _____

Email: _____

Address: _____

Phone #: _____

City: _____

Fax #: _____

State/Zip: _____

Certification # _____

Type of Organization
(MBE or WBE): _____

Certification
Expiration
Date: _____

(or attach copy of
certification)

PRODUCTS/SERVICES PARTICIPATING ORGANIZATION AGREED TO PROVIDE

Describe the products/services you (*as the participating organization*) have agreed to provide:

Authorized Signature:

*Authorized Signature of Participating Organization
(MBE, WBE)*

*Date
(Dated no earlier than
the RFP issuance
date)*

Exhibit A-6

CONTRACT # XXXX BETWEEN MISSOURI CONSOLIDATED HEALTH CARE PLAN AND AUDIT COMPANY

This Contract is entered into by and between Missouri Consolidated Health Care Plan (“MCHCP”) and Audit Company (hereinafter “Audit Company” or “Contractor”) for the express purpose of performing a pharmacy claims audit on behalf of MCHCP, pursuant to MCHCP’s Request for Proposal released January 31, 2020 (hereinafter “RFP”).

1. GENERAL TERMS AND CONDITIONS

- 1.1 Term of Contract and Costs of Services:** The term of this Contract is for a period not to exceed one year from (the date of the award), or until the final audit report is issued. The submitted price for the contract is a firm, fixed price. All prices are subject to best and final offer which may result from subsequent negotiation.
- 1.2 Contract Documents:** This Contract and following documents, attached hereto and hereby incorporated herein by reference as if fully set forth herein, constitute the full and complete Contract and, in the event of conflict in terms of language among the documents, shall be given precedence in the following order:
- a. Any future written and duly executed renewal proposals or amendments to this Contract;
 - b. This written Contract signed by the parties;
 - c. The following Exhibits listed in this subsection below and attached hereto, After being duly executed by both parties:
 - i. Exhibit A - Pricing Pages
 - ii. Exhibit B - Business Associate Agreement
 - iii. Exhibit C – Contractor Certification
 - d. The original RFP, including any amendments, the mandatory terms of which are deemed accepted and confirmed by Audit Company as evidenced by Audit Company’s affirmative confirmations and representations required by and in accordance with the bidder response requirements described throughout the RFP.
- 1.3 Integration:** This Contract, in its final composite form, shall represent the entire agreement between the parties and shall supersede all prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject matter hereof. This Contract between the parties shall be independent of and have no effect on any other contracts of either party.
- 1.4 Amendments to this Contract:** This Contract shall be modified only by the written agreement of the parties. No alteration or variation in terms and conditions of the Contract shall be valid

unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.

No agent, representative, employee or officer of either MCHCP or Audit Company has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with this Contract, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of this Contract.

1.5 Drafting Conventions and Definitions: Whenever the following words and expressions appear in this Contract, any amendment thereto, or the RFP document, the definition or meaning described below shall apply:

- **“Amendment”** means a written, official modification to the RFP or to this Contract.
- **“May”** means permissible but not required.
- **“Must”** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply may result in a breach.
- **“Request for Proposal” or “RFP”** means the solicitation document issued by MCHCP to potential bidders for the purchase of services as described in the document. The definition includes Exhibits, Attachments, and Amendments thereto.
- **“Shall”** has the same meaning as the word must.
- **“Should”** means desirable but not mandatory.
- The terms **“include,” “includes,”** and **“including”** are terms of inclusion, and where used in this Contract, are deemed to be followed by the words “without limitation”.

1.6 Notices: Unless otherwise expressly provided otherwise, all notices, demands, requests, approvals, instructions, consents or other communications (collectively "notices") which may be required or desired to be given by either party to the other during the course of this contract shall be in writing and shall be made by personal delivery, by prepaid overnight delivery, by United States mail postage prepaid, or transmitted by email to an authorized employee of the other party or to any other persons as may be designated by written notice from one party to the other. Notices to MCHCP shall be addressed as follows: Missouri Consolidated Health Care Plan, ATTN: Executive Director, P.O. Box 104355, Jefferson City, MO 65110-4355. Notices to Audit Company shall be addressed as follows: Audit Company ATTN:

1.7 Headings: The article, section, paragraph, or exhibit headings or captions in this Contract are for reference and convenience only and may not be considered in the interpretation of this Contract. Such headings or captions do not define, describe, extend, or limit the scope or intent of this Contract.

1.8 Severability: If any provision of this Contract is determined by a court of competent jurisdiction to be invalid, unenforceable, or contrary to law, such determination shall not affect the legality or validity of any other provisions. The illegal or invalid provision will be

deemed stricken and deleted to the same extent and effect as if it were never incorporated into this Contract, but all other provisions will remain in full force and effect.

1.9 Inducements: In making the award of this Contract, MCHCP relies on Audit Company's assurances of the following:

- Audit Company is an established auditor that provides medical claims audit services for health plans and/or employers.
- Audit Company, including its subcontractors, has the skills, qualifications, expertise, financial resources and experience necessary to perform the services described in the RFP, Audit Company's proposal, and this Contract, in an efficient, cost-effective manner, with a high degree of quality and responsiveness, and has performed similar services for other public or private entities.
- Audit Company has thoroughly reviewed, analyzed, and understood the RFP, has timely raised all questions or objections to the RFP, and has had the opportunity to review and fully understand MCHCP's current offerings and operating environment for the activities that are the subject of this Contract and the needs and requirements of MCHCP during the contract term.
- Audit Company has had the opportunity to review and fully understand MCHCP's stated objectives in entering into this Contract and, based upon such review and understanding, Audit Company currently has the capability to perform in accordance with the terms and conditions of this Contract.
- Audit Company has also reviewed and understands the risks associated with administering services as described in the RFP.

Accordingly, on the basis of the terms and conditions of this Contract, MCHCP desires to engage Audit Company to perform the services described in this Contract under the terms and conditions set forth in this Contract.

1.10 Industry Standards: If not otherwise provided, materials or work called for in this Contract shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations which shall apply.

1.11 Force Majeure: Neither party will incur any liability to the other if its performance of any obligation under this Contract is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but aren't limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, and strikes other than by Audit Company's or its subcontractors' employees.

1.12 Breach and Waiver: Waiver or any breach of any Contract term or condition shall not be deemed a waiver of any prior or subsequent breach. No Contract term or condition shall be held to be waived, modified, or deleted except by a written instrument signed by the parties. If any Contract term or condition or application thereof to any person(s) or circumstances is

held invalid, such invalidity shall not affect other terms, condition or application. To this end, the Contract terms and conditions are severable.

1.13 Independent Contractor: Audit Company represents itself to be an independent contractor offering such services to the general public and shall not represent itself or its employees to be an employee of MCHCP. Therefore, Audit Company hereby assumes all legal and financial responsibility for taxes, FICA, employee fringe benefits, worker's compensation, employee insurance, minimum wage requirements, overtime, etc. and agrees to indemnify, save, and hold MCHCP, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters. Audit Company assumes sole and full responsibility for its acts and the acts of its personnel.

1.14 Relationship of the Parties: This Contract does not create a partnership, franchise, joint venture, agency, or employment relationship between the parties.

1.15 No Implied Authority: The authority delegated to Audit Company by MCHCP is limited to the terms of this Contract. MCHCP is a statutorily created body corporate multi-employer group health plan and trust fund designated by the Missouri Legislature to administer health care services to eligible State of Missouri and public entity employees, and no other agency or entity may grant Audit Company any authority related to this Contract except as authorized in writing by MCHCP. Audit Company may not rely upon implied authority, and specifically is not delegated authority under this Contract to:

- Make public policy;
- Promulgate, amend, or disregard administrative regulations or program policy decisions made by MCHCP; and/or
- Unilaterally communicate or negotiate with any federal or state agency, the Missouri Legislature, or any MCHCP vendor on behalf of MCHCP regarding the services included within this Contract.

1.16 Third Party Beneficiaries: This Contract shall not be construed as providing an enforceable right to any third party.

1.17 No Increase in Charges: All prices are fixed firm rates once negotiated and mutually agreed upon.

1.18 Injunction: Should MCHCP be prevented or enjoined from proceeding with this Contract before or after contract execution by reason of any litigation or other reason beyond the control of MCHCP, Audit Company shall not be entitled to make or assess claim for damage by reason of said delay.

1.19 Statutes: Each and every provision of law and clause required by law to be inserted or applicable to the services provided in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then on the application of either party the Contract shall be amended to make such insertion or correction.

1.20 Governing Law: This Contract shall be governed by the laws of the State of Missouri and shall be deemed executed at Jefferson City, Cole County, Missouri. All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri.

1.21 Jurisdiction: All legal proceedings arising hereunder shall be brought in the Circuit Court of Cole County in the State of Missouri.

1.22 Acceptance: No contract provision or use of items by MCHCP shall constitute acceptance or relieve Audit Company of liability in respect to any expressed or implied warranties.

1.23 Survival of Terms: Termination or expiration of this Contract for any reason will not release either party from any liabilities or obligations set forth in this Contract that: (i) the parties expressly agree will survive any such termination or expiration; or (ii) remain to be performed or by their nature would be intended to apply following any such termination or expiration.

2 Audit Company's Obligations

2.1 Confidentiality: Audit Company will have access to private and/or confidential data maintained by MCHCP to the extent necessary to carry out its responsibilities under this Contract. No private or confidential data received, collected, maintained, transmitted, or used in the course of performance of this Contract shall be disseminated by Audit Company except as authorized by MCHCP, either during the period of this Contract or thereafter. Audit Company must agree to return any or all data furnished by MCHCP promptly at the request of MCHCP in whatever form it is maintained by Audit Company. On the termination or expiration of this Contract, Audit Company will not use any of such data or any material derived from the data for any purpose and, where so instructed by MCHCP, will destroy or render it unreadable.

2.2 Subcontracting: Subject to the terms and conditions of this section, this Contract shall be binding upon the parties and their respective successors and assigns. Audit Company shall not subcontract with any person or entity to perform all or any part of the work to be performed under this Contract without the prior written consent of MCHCP. Audit Company may not assign, in whole or in part, this Contract or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of MCHCP. Audit Company agrees that any and all subcontracts entered into by Audit Company for the purpose of meeting the requirements of this Contract are the responsibility of Audit Company. MCHCP will hold Audit Company responsible for assuring that subcontractors meet all the requirements of this Contract and all amendments thereto. Audit Company must provide complete information regarding each subcontractor used by Audit Company to meet the requirements of this Contract.

2.3 Disclosure of Material Events: Audit Company agrees to immediately disclose any of the following to MCHCP to the extent allowed by law for publicly traded companies:

- Any material adverse change to the financial status or condition of Audit Company;
- Any merger, sale or other material change of ownership of Audit Company;
- Any conflict of interest or potential conflict of interest between Audit Company's engagement with MCHCP and the work, services or products that Audit Company is providing or proposes to provide to any current or prospective customer; and

- (1) Any material investigation of Audit Company by a federal or state agency or self-regulatory organization; (2) Any material complaint against Audit Company filed with a federal or state agency or self-regulatory organization; (3) Any material proceeding naming Audit Company before any federal or state agency or self-regulatory organization; (4) Any material criminal or civil action in state or federal court naming Audit Company as a defendant; (5) Any material fine, penalty, censure or other disciplinary action taken against Audit Company by any federal or state agency or self-regulatory organization; (6) Any material judgment or award of damages imposed on or against Audit Company as a result of any material criminal or civil action in which Audit Company was a party; or (7) Any other matter material to the services rendered by Audit Company pursuant to this Contract.

For the purposes of this paragraph, “material” means of a nature or of sufficient monetary value, or concerning a subject which a reasonable party in the position of and comparable to MCHCP would consider relevant and important in assessing the relationship and services contemplated by this Contract. It is further understood in that in fulfilling its ongoing responsibilities under this paragraph, Audit Company is obligated to make its best faith efforts to disclose only those relevant matters which to the attention of or should have been known by Audit Company’s personnel involved in the engagement covered by this Contract and/or which come to the attention of or should have been known by any individual or office of Audit Company designated by Audit Company to monitor and report such matters.

Upon learning of any such actions, MCHCP reserves the right, at its sole discretion, to terminate this Contract.

2.4 Off-shore Services: All services under this Contract shall be performed within the United States. Audit Company shall not perform, or permit subcontracting of services under this Contract, to any off-shore companies or locations outside of the United States. Any such actions shall result in Audit Company being in breach of this Contract.

2.5 Change in Laws: Audit Company agrees that any state and/or federal laws and applicable rules and regulations enacted during the terms of the contract which are deemed by MCHCP to necessitate a change in the contract shall be incorporated into the contract automatically. MCHCP will review any request for additional fees resulting from such changes and retains final authority to make any changes. A consultant may be utilized to determine the cost impact.

2.6 Compliance with Laws: Audit Company shall comply with all applicable federal and state laws and regulations and local ordinances in the performance of this Contract, including but not limited to the provisions listed below.

2.6.1 Non-discrimination, Sexual Harassment and Workplace Safety: Audit Company agrees to abide by all applicable federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Audit Company shall establish and maintain a written sexual harassment policy and shall inform its employees of the policy. Audit Company shall include the provisions of

this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each subcontractor. Any violations of applicable laws, rules and regulations may result in termination of the Contract.

2.6.2 Americans with Disabilities Act (ADA) and Americans with Disabilities Act Amendments Act of 2008 (ADAAA): Pursuant to federal regulations promulgated under the authority of The Americans with Disabilities Act (ADA) and **Americans with Disabilities Act Amendments Act of 2008 (ADAAA)**, Audit Company understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Contract or from activities provided for under this Contract on the basis of such disability. As a condition of accepting this Contract, Audit Company agrees to comply with all regulations promulgated under ADA or ADAAA which are applicable to all benefits, services, programs, and activities provided by MCHCP through contracts with outside contractors.

2.6.3 Health Insurance Portability and Accountability Act of 1996 (HIPAA): Audit Company shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and implementing regulations, as amended, including compliance with the Privacy, Security and Breach Notification regulations and the execution of a Business Associate Agreement with MCHCP.

2.7 Indemnification: Audit Company shall be responsible for and agrees to indemnify and hold harmless MCHCP from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against MCHCP as a result of Audit Company's, Audit Company's employees, or Audit Company's associate or any associate's or subcontractor's failure to comply with section 2.8 of this contract.

2.8 Prohibition of Gratuities: Neither Audit Company nor any person, firm or corporation employed by Audit Company in the performance of this Contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any employee of MCHCP at any time.

2.9 Solicitation of Members: Audit Company shall not use the names, home addresses or any other information contained about members of MCHCP for the purpose of offering for sale any property or services which are not directly related to services negotiated in this RFP without the express written consent of MCHCP's Executive Director.

2.10 Insurance and Liability: Audit Company must maintain sufficient liability insurance, including but not limited to general liability, professional liability, and errors and omissions coverage, to protect MCHCP against any reasonably foreseeable recoverable loss, damage or expense under this engagement. Audit Company shall provide proof of such insurance coverage upon request from MCHCP. MCHCP shall not be required to purchase any insurance against loss or damage to any personal property to which this Contract relates. Audit Company shall bear the risk of any loss or damage to any personal property in which Audit Company holds title. Audit Company shall also have professional malpractice insurance of at least two million dollars (\$2,000,000).

2.11 Hold Harmless: Audit Company shall hold MCHCP harmless from an indemnify against any and all claims for injury to or death of any persons; for loss or damage to any property; and

for infringement of any copyright or patent to the extent caused by Audit Company or Audit Company's employees or its subcontractors. MCHCP shall not be precluded from receiving the benefits of any insurance Audit Company may carry which provides for indemnification for any loss or damage of property in Audit Company's custody and control, where such loss or destruction is to MCHCP's property. Audit Company shall do nothing to prejudice MCHCP's right to recover against third parties for any loss, destruction, or damage to MCHCP's property.

2.12 Assignment: Audit Company shall not assign, convey, encumber, or otherwise transfer its rights or duties under this Contract without prior written consent of MCHCP. This Contract may terminate in the event of any assignment, conveyance, encumbrance or other transfer by Audit Company made without prior written consent of MCHCP. Notwithstanding the foregoing, Audit Company may, without the consent of MCHCP, assign its rights to payment to be received under this Contract, provided that Audit Company provides written notice of such assignment to MCHCP together with a written acknowledgment from the assignee that any such payments are subject to all of the terms and conditions of this Contract. For the purposes of this Contract, the term "assign" shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of any ownership interest in Audit Company provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company. Any assignment consented to by MCHCP shall be evidenced by a written assignment agreement executed by Audit Company and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of this Contract and to assume the duties, obligations, and responsibilities being assigned. A change of name by Audit Company, following which Audit Company's federal identification number remains unchanged, shall not be considered to be an assignment hereunder. Audit Company shall give MCHCP written notice of any such change of name.

2.13 Patent, Copyright, and Trademark Indemnity: Audit Company warrants that it is the sole owner or author of, or has entered into a suitable legal agreement concerning either: a) the design of any product or process provided or used in the performance of this Contract which is covered by a patent, copyright, or trademark registration or other right duly authorized by state or federal law or b) any copyrighted matter in any report document or other material provided to MCHCP under this Contract. Audit Company shall defend any suit or proceeding brought against MCHCP on account of any alleged patent, copyright or trademark infringement in the United States of any of the products provided or used in the performance of this Contract. This is upon condition that MCHCP shall provide prompt notification in writing of such suit or proceeding; full right, authorization and opportunity to conduct the defense thereof; and full information and all reasonable cooperation for the defense of same. As principles of governmental or public law are involved, MCHCP may participate in or choose to conduct, in its sole discretion, the defense of any such action. If information and assistance are furnished by MCHCP at Audit Company's written request, it shall be at Audit Company's expense, but the responsibility for such expense shall be only that within Audit Company's written authorization. Audit Company shall indemnify and hold MCHCP harmless from all damages, costs, and expenses, including attorney's fees that Audit Company or MCHCP may pay or incur by reason of any infringement or violation of the rights occurring to any holder of copyright, trademark, or patent interests and rights in any products provided or used in the

performance of this Contract. If any of the products provided by Audit Company in such suit or proceeding are held to constitute infringement and the use is enjoined, Audit Company shall, at its own expense and at its option, either procure the right to continue use of such infringement products, replace them with non-infringement equal performance products or modify them so that they are no longer infringing. If Audit Company is unable to do any of the preceding, Audit Company agrees to remove all the equipment or software which are obtained contemporaneously with the infringing product, or, at the option of MCHCP, only those items of equipment or software which are held to be infringing, and to pay MCHCP: 1) any amounts paid by MCHCP towards the purchase of the product, less straight line depreciation; 2) any license fee paid by MCHCP for the use of any software, less an amount for the period of usage; and 3) the pro rata portion of any maintenance fee presenting the time remaining in any period of maintenance paid for. The obligations of Audit Company under this paragraph continue without time limit. No costs or expenses shall be incurred for the account of Audit Company without its written consent.

2.14 Compensation/Expenses: Audit Company shall be required to perform the specified services at the price(s) quoted in this Contract. All services shall be performed within the time period(s) specified in this Contract. Audit Company shall be compensated only for work performed to the satisfaction of MCHCP. Audit Company shall not be allowed or paid travel or per diem expenses except as specifically set forth in this Contract.

2.15 Contractor Expenses: Audit Company will pay and will be solely responsible for Audit Company's travel expenses and out-of-pocket expenses incurred in connection with providing the services. Audit Company will be responsible for payment of all expenses related to salaries, benefits, employment taxes, and insurance for its staff.

2.16 Tax Payments: Audit Company shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Contract. MCHCP is exempt from Missouri state sales or use taxes and federal excise taxes for direct purchases. MCHCP makes no representation as to the exemption from liability of any tax imposed by any governmental entity on Audit Company.

2.17 Conflicts of Interest: Audit Company shall not knowingly employ, during the period of this Contract or any extensions to it, any professional personnel who are also in the employ of the State of Missouri or MCHCP and who are providing services involving this Contract or services similar in nature to the scope of this Contract to the State of Missouri. Furthermore, Audit Company shall not knowingly employ, during the period of this Contract or any extensions to it, any employee of MCHCP who has participated in the making of this Contract until at least two years after his/her termination of employment with MCHCP.

3 MCHCP'S OBLIGATIONS

3.1 Cooperation: MCHCP shall ensure cooperation from Express Scripts (ESI).

3.2 Payment: Upon implementation of the undertaking of this Contract and acceptance by MCHCP, Contractor shall be paid pursuant to Exhibit 1. Audit Company shall be paid twenty-five percent (25%) upon completion of 50% of the audit, paid twenty-five (25%) percent upon completion of 75% of the audit, and the remaining fifty (50%) upon final approval of the audit by the MCHCP Board of Trustees.

4 RECORDS RETENTION, ACCESS, AUDIT, AND FINANCIAL COMPLIANCE

4.1 Retention of Records: Unless MCHCP specifies in writing a shorter period of time, Audit Company agrees to preserve and make available all of its books, documents, papers, records and other evidence involving transactions related to this contract for a period of seven (7) years from the date of the expiration or termination of this contract. Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds seven (7) years. Audit Company agrees that authorized federal representatives, MCHCP personnel, and independent auditors acting on behalf of MCHCP and/or federal agencies shall have access to and the right to examine records during the contract period and during the seven (7) year post contract period. Delivery of and access to the records shall be at no cost to MCHCP.

4.2 Financial Record Audit and Retention: Audit Company shall make the audit documentation, including, but not limited to, all work papers and reports ("audit documentation"), available upon request to MCHCP and to representatives of federal and state agencies providing direct or indirect funding or for law enforcement purposes. Audit Company agrees to retain the audit documentation for this engagement for a period of seven years, unless Audit Company is notified in writing by MCHCP to extend the retention period. In addition, any audit documentation that is subject to litigation shall be kept for one year following termination of litigation including all appeals, if the litigation exceeds seven years.

4.3 Ownership: All data developed or accumulated by Audit Company under this Contract shall be owned by MCHCP. Audit Company may not release any data without the written approval of MCHCP. MCHCP shall be entitled at no cost and in a timely manner to all data and written or recorded material pertaining to this Contract in a format acceptable to MCHCP. MCHCP shall have unrestricted authority to reproduce, distribute, and use any submitted report or data and any associated documentation that is designed or developed and delivered to MCHCP as part of the performance of this Contract.

5 Scope of Work <<<Additional scope of work may be added to contract based on RFP responses>>>

Audit Company shall perform a comprehensive and objective review of the pharmaceutical claims to determine if the claims were adjudicated accurately and rebates were properly applied in accordance with the contract and plan design. The scope includes claims paid on behalf of MCHCP state members for calendar year 2016 for pharmaceutical claims processed by the Plan's pharmacy benefits manager (PBM), Express Scripts, Inc. (ESI).

5.1 Categories for Review

5.1.1 Audit Company shall, at a minimum, incorporate categories of review as set forth below,

5.1.1.1 Claims Pricing (Discount) Accuracy Review, which requires analyzing 100 percent of the claims incurred in the time period of the audit to confirm pricing accuracy.

- 5.1.1.1.1** Audit Company must request paid claims data from ESI covering the time period of the audit, and aggregate the discounts achieved for both brand name drugs and generic drugs.
- 5.1.1.1.2** Audit Company must investigate whether the proper adjudication logic, as outlined in MCHCP's contract with ESI, was selected for all claims.
- 5.1.1.1.3** The aggregated discounts will then be compared to the contract guarantees to determine the degree to which ESI met, exceeded, or fell short of the threshold. To the extent a shortfall is identified, Audit Company will identify the amount of the shortage and work directly with ESI to true-up any refund to MCHCP for 2016 claims, and provide year-to-date results for 2017. Audit Company shall also review for proper categorization of drugs used to determine discounts; i.e. test for characterization shifting from generic to brand which may have inflated discounts. Audit Company shall analyze and test the dispensing fees against contractual guaranteed amounts.

5.1.1.2 Benefit Design Accuracy Review, which requires analyzing claims for each time period to validate application of plan benefits.

5.1.1.3 Rebate Review, which requires identification of the top five (5) manufacturers and comparing the rebates credited to MCHCP under each manufacturer's contract with ESI for the two calendar quarters during the twelve month period immediately preceding the audit. The contractor will also confirm that the manufacturer administrative fees were passed one hundred percent to MCHCP.

5.2 DELIVERABLES AND TIMING: Audit Company shall provide a comprehensive, detailed written report to include the methodology used and reports outlining all discrepancies and calculating the appropriate monetary recoupments. This will be provided to MCHCP staff prior to submission to the audited entity to ensure compliance with the scope of the audit.:

5.2.1 Draft Report

5.2.1.1 Audit Company shall provide a comprehensive, detailed written report to include the methodology used, the claims and performance review findings, and recommendations to MCHCP staff prior to submission to the audited entity (ESI) to ensure compliance with the scope of the audit.

5.2.1.2 Format of Draft Final Report: (Audit Company and MCHCP will mutually agree on the format of the final report following contract award.)

5.2.2 Final Report - The contractor shall travel to MCHCP to present the draft report to the MCHCP Board of Trustees. MCHCP will not reimburse separately for travel expenses. Upon approval by the Board of Trustees, the reports shall be considered final.

5.3 Timeline of Audit and Deliverables <<<<Details will be inserted according to winning project plan>>>>.

5.4 Audit Company bound by MCHCP's Duties: In carrying out MCHCP's mandate under the law, MCHCP is bound by various statutory, regulatory and fiduciary duties and responsibilities and Audit Company expressly agrees that it shall accept and abide by such duties and responsibilities when acting on behalf of MCHCP pursuant to this engagement.

5.5 Electronic Transmission Protocols: Audit Company and all subcontractors will maintain encryption standards of 2048 bit encryption or greater for RSA key pairs and 256 bit session key strength for the encryption of confidential information for transmission over public communication infrastructure. Batch transfers of files will be performed using SFTP or FTPS with similar standards and refined as needed to best accommodate provider configurations (i.e. port assignment, access control, etc.).

6 CANCELLATION, TERMINATION OR EXPIRATION

This contract will terminate upon full performance of all requirements contained in the Contract, unless extended or terminated sooner under the terms of the contract.

6.1 MCHCP's rights Upon Termination or Expiration of Contract: If this Contract is terminated, MCHCP, in addition to any other rights provided under this Contract, may require Audit Company to transfer title and deliver to MCHCP in the manner and to the extent directed, any completed materials. MCHCP shall be obligated only for those services and materials rendered and accepted prior to termination.

6.2 Termination for Cause: MCHCP may terminate this Contract, or any part of this Contract, for cause under any one of the following circumstances: 1) Audit Company fails to make delivery of goods or services as specified in this Contract; 2) Audit Company fails to satisfactorily perform the work specified in this Contract; 3) Audit Company fails to make progress so as to endanger performance of this Contract in accordance with its terms; 4) Audit Company breaches any provision of this Contract; 5) Audit Company assigns this Contract without MCHCP's approval; or 6) Insolvency or bankruptcy of Audit Company. MCHCP shall have the right to terminate this Contract, in whole or in part, if MCHCP determines, at its sole discretion that one of the above listed circumstances exists. In the event of termination, Audit Company shall receive payment prorated for that portion of the contract period services were provided to and/or goods were accepted by MCHCP, subject to any offset by MCHCP for actual damages including loss of any federal matching funds. Audit Company shall be liable to MCHCP for any reasonable excess costs for such similar or identical services included within the terminated part of this Contract.

6.3 Termination Right: Notwithstanding any other provision, MCHCP reserves the right to terminate this Contract by giving Audit Company thirty (30) days prior notice of termination.

6.4 Termination by Mutual Agreement: The parties may mutually agree to terminate this Contract or any part of this Contract at any time. Such termination shall be in writing and shall be effective as of the date specified in such agreement.

6.5 Arbitration, Damages, Warranties: Notwithstanding any language to the contrary, no interpretation shall be allowed to find MCHCP has agreed to binding arbitration, or the

payment of damages or penalties upon the occurrence of a contingency. Further, MCHCP shall not agree to pay attorney fees and late payment charges beyond those available under this Contract, and, if applicable, no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.

6.6 Rights and Remedies: If this Contract is terminated, MCHCP, in addition to any other rights provided for in this Contract, may require Audit Company to deliver to MCHCP in the manner and to the extent directed, any completed materials. In the event of termination, Audit Company shall receive payment prorated for that portion of the contract period services were provided to and/or goods were accepted by MCHCP subject to any offset by MCHCP for actual damages. The rights and remedies of MCHCP provided for in this Contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

THE UNDERSIGNED PERSONS REPRESENT AND WARRANT THAT WE ARE LEGALLY FREE TO ENTER THIS AGREEMENT, OUR EXECUTION OF THIS AGREEMENT HAS BEEN DULY AUTHORIZED, AND OUR SIGNATURES BELOW SIGNIFY OUR CONSENT TO BE BOUND TO THE FOREGOING TERMS AND CONDITIONS.

Missouri Consolidated Health Care Plan

Audit Company.

By: _____

By: _____

Title: Executive Director

Title:

Date: _____

Date:

EXHIBIT A-7
BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) between the Missouri Consolidated Health Care Plan (hereinafter “Covered Entity” or “MCHCP”) and **Vendor Name**. (hereinafter “Business Associate”) is entered into as a result of the business relationship between the parties in connection with services requested and performed in accordance with the **RFP Name** (“RFP”) and under Contract **#XXX-XXXX**, as renewed and amended, (hereinafter the “Contract”).

This Agreement supersedes all other agreements, including any previous business associate agreements, between the parties with respect to the specific matters addressed herein. In the event the terms of this Agreement are contrary to or inconsistent with any provisions of the Contract or any other agreements between the parties, this Agreement shall prevail, subject in all respects to the Health Insurance Portability and Accountability Act of 1996, as amended (the “Act”), and the HIPAA Rules, as defined in Section 2.1 below.

1 Purpose.

The Contract is for audit of Pharmacy Benefit Manager.

The purpose of this Agreement is to comply with requirements of the Act and the implementing regulations enacted under the Act, 45 CFR Parts 160 - 164, as amended, to the extent such laws relate to the obligations of business associates, and to the extent such laws relate to obligations of MCHCP in connection with services performed by **Vendor** for or on behalf of MCHCP under the Contract. This Agreement is required to allow the parties to lawfully perform their respective duties and maintain the business relationship described in the Contract.

2 Definitions.

2.1 For purposes of this Agreement:

“Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR § 160.103, and in reference to this Agreement, shall mean **Vendor**.

“Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR § 160.103, and in reference to this Agreement, shall mean MCHCP.

“HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules set forth in 45 CFR Parts 160 and 164, as amended.

2.2 Unless otherwise expressly stated in this Agreement, all words, terms, specifications, and requirements used or referenced in this Agreement which are defined in the HIPAA Rules shall have the same meanings as described in the HIPAA Rules, including but not limited to: breach; data aggregation; designated record set; disclose or disclosure; electronic media; electronic protected health information (“ePHI”); family member; genetic information; health care; health information; health care operations; individual; individually identifiable health information; marketing; minimum necessary; notice of privacy practices; person; protected health information (“PHI”); required by law;

Secretary; security incident; standard; subcontractor; transaction; unsecured PHI; use; violation or violate; and workforce.

- 2.3 To the extent a term is defined in the Contract and this Agreement, the definition in this Agreement, subject in all material respects to the HIPAA Rules, shall govern.
- 2.4 Notwithstanding the forgoing, for ease of reference throughout this Agreement, Business Associate understands and agrees that wherever PHI is referenced in this Agreement, it shall be deemed to include all MCHCP-related PHI in any format or media including paper, recordings, electronic media, emails, and all forms of MCHCP-related ePHI in any data state, be it data in motion, data at rest, data in use, or otherwise.

3 Obligations and Activities of Business Associate.

- 3.1 Business Associate agrees to not use or disclose PHI other than as permitted or required by this Agreement or as required by law.
- 3.2 Appropriate Safeguards. Business Associate agrees to implement, maintain, and use appropriate administrative, physical, and technical safeguards, and fully comply with all applicable standards, implementation specifications, and requirements of Subpart C of 45 CFR Part 164 with respect to ePHI, in order to: (i) ensure the confidentiality, integrity, and availability of ePHI created, received, maintained, or transmitted; (ii) protect against any reasonably anticipated threats or hazards to the security or integrity of such information; and (iii) protect against use or disclosure of ePHI by Business Associate, its workforce, and its subcontractors other than as provided for by this Agreement.
- 3.3 Subcontractors. Pursuant to §§ 164.308(b)(2) and 164.502(e)(1)(ii), Business Associate agrees it will not permit any subcontractors to create, receive, access, use, maintain, disclose, or transmit PHI in connection with, on behalf of, or under the direction of Business Associate in connection with performing its duties and obligations under the Contract unless and until Business Associate obtains satisfactory assurances in the form of a written contract or written agreement in accordance with §§ 164.504(e) and 164.314(a)(2) that the subcontractor(s) will appropriately safeguard PHI and in all respects comply with the same restrictions, conditions, and requirements applicable to Business Associate under the HIPAA Rules and this Agreement with respect to such information.

In addition to the forgoing, and in accordance with the Contract, Business Associate agrees it will not permit any subcontractor, or use any off-shore entity, to perform services under the Contract, including creation, use, storage, or transmission of PHI at any location(s) outside of the United States.

- 3.4 Reports to MCHCP. Business Associate agrees to report any use or disclosure of PHI not authorized or provided for by this Agreement, including breaches of unsecured PHI and any security incident involving MCHCP to MCHCP in accordance with the notice provisions prescribed in this Section 3.4. For purposes of the security incident reporting requirement, the term “security incident” shall not include inconsequential incidents that occur on a daily basis, such as scans, “pings,” or other unsuccessful attempts to penetrate computer networks or servers containing ePHI maintained or transmitted by Business Associate.

- 3.4.1 The notice shall be delivered to, and confirmed received by, MCHCP without unreasonable delay, but in any event no later than three (3) business days of Business Associate's first discovery, as discovery is described under § 164.410, of the unauthorized use or disclosure, breach of unsecured PHI, or security incident.
- 3.4.2 The notice shall be in writing and sent to both of the following MCHCP workforce members and deemed delivered only upon personal confirmation, acknowledgement or receipt in any form, verbal or written, from one of the designated recipients:

- MCHCP's Privacy Officer → currently, Jennifer Stilabower, (573) 522-3242, Jennifer.Stilabower@mchcp.org, 832 Weathered Rock Court, Jefferson City, MO 65101
- MCHCP's Security Officer → currently, Bruce Lowe, (573) 526-3114, Bruce.Lowe@mchcp.org, 832 Weathered Rock Court, Jefferson City, MO 65101

If, and only if, Business Associate receives an email or voicemail response indicating neither of the intended MCHCP recipients are available and no designee(s) confirm receipt within eight (8) business hours on behalf of one or both of the above-named MCHCP Officers, Business Associate shall forward the written notice to their primary MCHCP contact with copies to the Privacy and Security Officers for documentation purposes.

- 3.4.3 The notice shall include to the fullest extent possible:

- a) a detailed description of what happened, including the date, time, and all facts and circumstances surrounding the unauthorized use or disclosure, breach of unsecured PHI, or security incident;
- b) the date, time, and circumstances surrounding when and how Business Associate first became aware of the unauthorized use or disclosure, breach of unsecured PHI, or security incident;
- c) identification of each individual whose PHI has been, or is reasonably believed by Business Associate to have been involved or otherwise subject to possible breach;
- d) a description of all types of PHI known or potentially believed to be involved or affected;
- e) identification of any and all unauthorized person(s) who had access to or used the PHI or to whom an unauthorized disclosure was made;
- f) all decisions and steps Business Associate has taken to date to investigate, assess risk, and mitigate harm to MCHCP and all potentially affected individuals;
- g) contact information, including name, position or title, phone number, email address, and physical work location of the individual(s) designated by Business Associate to act as MCHCP's primary contact for purposes of the notice triggering event(s);

- h) all corrective action steps Business Associate has taken or shall take to prevent future similar uses, disclosures, breaches, or incidents;
- i) if all investigatory, assessment, mitigation, or corrective action steps are not complete as of the date of the notice, Business Associate's best estimated timeframes for completing each planned but unfinished action step; and
- j) any action steps Business Associate believes affected or potentially affected individuals should take to protect themselves from potential harm resulting from the matter.

3.4.4 Business Associate agrees to cooperate with MCHCP during the course of Business Associate's investigation and risk assessment and to promptly and regularly update MCHCP in writing as supplemental information becomes available relating to any of the items addressed in the notice.

3.4.5 Business Associate further agrees to provide additional information upon and as reasonably requested by MCHCP; and to take any additional steps MCHCP reasonably deems necessary or advisable to comply with MCHCP's obligations as a covered entity under the HIPAA Rules.

3.4.6 Business Associate expressly acknowledges the presumption of breach with respect to any unauthorized acquisition, access, use, or disclosure of PHI, unless Business Associate is able to demonstrate otherwise in accordance with § 164.402(2), in which case, Business Associate agrees to fully document its assessment and all factors considered and provide MCHCP no later than ten (10) calendar days following Business Associate's discovery with its complete written risk assessment, conclusion reached, and all documentation supporting a conclusion that the unauthorized acquisition, access, use, or disclosure of PHI presents a low probability that PHI has been compromised.

3.4.7 The parties agree to work together in good faith, making every reasonable effort to reach consensus regarding whether a particular circumstance constitutes a breach or otherwise warrants notification, publication, or reporting to any affected individual, government body, or the public and also the appropriate means and content of any notification, publication, or report. Notwithstanding the foregoing, all final decisions involving questions of breach of PHI shall be made by MCHCP, including whether a breach has occurred, and any notification, publication, or public reporting required or reasonably advisable under the HIPAA Rules and MCHCP's Notice of Privacy Practices based on all objective and verifiable information provided to MCHCP by Business Associate under this Section 3.4

3.4.8 Business Associate agrees to bear all reasonable and actual costs associated with any notifications, publications, or public reports relating to breaches by Business Associate, any subcontractor of Business Associate, and any employee or workforce member of Business Associate and/or its subcontractors, as MCHCP deems necessary or advisable.

3.5 Confidential Communications. Business Associate agrees it will promptly implement and honor individual requests to receive PHI by alternative means or at an alternative location provided such

request has been directed to and approved by MCHCP in accordance with § 164.522(b) applicable to covered entities. If Business Associate receives a request for confidential communications directly from an individual, Business Associate agrees to refer the individual, and promptly forward the individual's request, to MCHCP so that MCHCP can assess, accommodate, and coordinate reasonable requests of this nature in accordance with the HIPAA Rules and prepare a timely response to the individual.

- 3.6 Individual Access to PHI. If an individual requests access to PHI under § 164.524, Business Associate agrees it will make all PHI about the individual which Business Associate created or received for or from MCHCP that is in Business Associate's custody or control available in a designated record set to MCHCP or, at MCHCP's direction, to the requesting individual or his or her authorized designee, in order to satisfy MCHCP's obligations as follows:
- 3.6.1 If Business Associate receives a request for individual PHI in a designated record set from MCHCP, Business Associate will provide the requested information to MCHCP within five (5) business days from the date of the request in a readily accessible and readable form and manner or as otherwise reasonably specified in the request.
- 3.6.2 If Business Associate receives a request for PHI in a designated record set directly from an individual current or former MCHCP member, Business Associate will require that the request be made in writing and will also promptly notify MCHCP that a request has been made verbally. If the individual submits a written request for PHI in a designated record set directly to Business Associate, no later than five (5) business days thereafter, Business Associate shall provide MCHCP with: (i) a copy of the individual's request to MCHCP for purposes of determining an appropriate response to the request; (ii) the designated record sets in Business Associate's custody or control that are subject to access by the requesting individual(s) requested in the form and format requested by the individual if it is readily producible in such form and format, or if not, in a readable hard copy form; and (iii) the titles of the persons or offices responsible for receiving and processing requests for access by individual(s). MCHCP will direct Business Associate in writing within five (5) business days following receipt of the information described in (i), (ii), and (iii) of this subsection 3.6.2 whether Business Associate should send the requested designated data set directly to the individual or whether MCHCP will forward the information received from Business Associate as part of a coordinated response or if for any reason MCHCP deems the response should be sent from MCHCP or another Business Associate acting on behalf of MCHCP. If Business Associate is directed by MCHCP to respond directly to the individual, Business Associate agrees to provide the designated record set requested in the form and format requested by the individual if it is readily producible in such form and format; or, if not, in a readable hard copy form or such other form and format as agreed to by Business Associate and the individual. Business Associate will provide MCHCP's Privacy Officer with a copy of all responses sent to individuals pursuant to § 164.524 and the directives set forth in this subsection 3.6.2 for MCHCP's compliance and documentation purposes.
- 3.7 Amendments of PHI. Business Associate agrees it will make any amendment(s) to PHI in a designated record set as directed or agreed to by MCHCP pursuant to § 164.526, and take other measures as necessary and reasonably requested by MCHCP to satisfy MCHCP's obligations under § 164.526.

3.7.1 If Business Associate receives a request directly from an individual to amend PHI created by Business Associate, received from MCHCP, or otherwise within the custody or control of Business Associate at the time of the request, Business Associate shall promptly refer the individual to MCHCP's Privacy Officer, and, if the request is in writing, shall forward the individual's request three (3) business days to MCHCP's Privacy Officer so that MCHCP can evaluate, coordinate and prepare a timely response to the individual's request.

3.7.2 MCHCP will direct Business Associate in writing as to any actions Business Associate is required to take with regard to amending records of individuals who exercise their right to amend PHI under the HIPAA Rules. Business Associate agrees to follow the direction of MCHCP regarding such amendments and to provide written confirmation of such action within seven (7) business days of receipt of MCHCP's written direction or sooner if such earlier action is required to enable MCHCP to comply with the deadlines established by the HIPAA Rules.

3.8 PHI Disclosure Accounting. Business Associate agrees to document, maintain, and make available to MCHCP within seven (7) calendar days of a request from MCHCP for all disclosures made by or under the control of Business Associate or its subcontractors that are subject to accounting, including all information required, under § 164.528 to satisfy MCHCP's obligations regarding accounting of disclosures of PHI.

3.8.1 If Business Associate receives a request for accounting directly from an individual, Business Associate agrees to refer the individual, and promptly forward the individual's request, to MCHCP so that MCHCP can evaluate, coordinate and prepare a timely response to the individual's request.

3.8.2 In addition to the provisions of 3.8.1, all PHI accounting requests received by Business Associate directly from the individual shall be acted upon by Business Associate as a request from MCHCP for purposes of Business Associate's obligations under this section. Unless directed by MCHCP to respond directly to the individual, Business Associate shall provide all accounting information subject to disclosure under § 164.528 to MCHCP within seven (7) calendar days of the individual's request for accounting.

3.9 Privacy of PHI. Business Associate agrees to fully comply with all provisions of Subpart E of 45 CFR Part 164 that apply to MCHCP to the extent Business Associate has agreed or assumed responsibilities under the Contract or this Agreement to carry out one or more of MCHCP's obligation(s) under 45 CFR Part 164 Subpart E.

3.10 Internal Practices, Books, and Records. Upon request of MCHCP or the Secretary, Business Associate will make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of MCHCP available to MCHCP and/or the Secretary in a time and manner designated by MCHCP or the Secretary for purposes of determining MCHCP's and/or Business Associate's compliance with the HIPAA Rules.

4 Permitted Uses and Disclosures of PHI by Business Associate.

4.1 Contractual Authorization. Business Associate may access, create, use, and disclose PHI as necessary to perform its duties and obligations required by the Contract, including but not limited to specific requirements set forth in the Scope of Work (as such term is defined in the Contract), as amended. Without limiting the foregoing general authorization, MCHCP specifically authorizes Business Associate to access, create, receive, use, and disclose all PHI which is required to provide the services specified in the Contract. The parties agree that no provision of the Contract permits Business Associate to use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if used or disclosed in like manner by MCHCP except that:

4.1.1 This Agreement permits Business Associate to use PHI received in its capacity as a business associate of MCHCP, if necessary: (A) for the proper management and administration of Business Associate; or (B) to carry out the legal responsibilities of Business Associate.

4.1.2 This Agreement permits Business Associate to combine PHI created or received on behalf of MCHCP as authorized in this Agreement with PHI lawfully created or received by Business Associate in its capacity as a business associate of other covered entities to permit data analysis relating to the health care operations of MCHCP and other PHI contributing covered entities in order to provide MCHCP with such comprehensive, aggregate summary reports as specifically required by, or specially requested under, the Contract.

4.2 Authorization by Law. Business Associate may use or disclose PHI as permitted or required by law.

4.3 Minimum Necessary. Notwithstanding any other provision in the Contract or this Agreement, with respect to any and all uses and disclosures permitted, Business Associate agrees to request, create, access, use, disclose, and transmit PHI involving MCHCP members subject to the following minimum necessary requirements:

4.3.1 When requesting or using PHI received from MCHCP, a member of MCHCP, or an authorized party or entity working on behalf of MCHCP, Business Associate shall make reasonable efforts to limit all requests and uses of PHI to the minimum necessary to accomplish the intended purpose of the request or use. Business Associate agrees its reasonable efforts will include identifying those persons or classes of persons, as appropriate, in Business Associate's workforce who need access to MCHCP member PHI to carry out their duties under the Contract. Business Associate further agrees to identify the minimally necessary amount of PHI needed by each such person or class and any conditions appropriate to restrict access in accordance with such assessment.

4.3.2 For any type of authorized disclosure of PHI that Business Associate makes on a routine basis to third parties, Business Associate shall implement procedures that limit the PHI disclosed to the amount minimally necessary to achieve the purpose of the disclosure. For all other authorized but non-routine disclosures, Business Associate shall develop and follow criteria for reviewing requests and limiting disclosures to the information minimally necessary to accomplish the purposes for which disclosure is sought.

4.3.3 Business Associate may rely, if such reliance is reasonable under the circumstances, on a requested disclosure as the minimum necessary for the stated purpose if and when:

- a) Making disclosures to public officials as permitted under § 164.512, if the public official represents that the information requested is the minimum necessary for the stated purpose(s); or
- b) The information is requested by a professional who is a member of its workforce or is a business associate of MCHCP for the purpose of providing professional services to MCHCP, if the professional represents that the information requested is the minimum necessary for the stated purpose(s).

4.3.4 Minimum necessary does not apply to: uses or disclosures made to the individual; uses or disclosures made pursuant to a HIPAA-compliant authorization; disclosures made to the Secretary in accordance with the HIPAA Rules: disclosures specifically permitted or required under, and made in accordance with, the HIPAA Rules.

5 Obligations of MCHCP.

- 5.1 Notice of Privacy Practices. MCHCP shall notify Business Associate of any limitation(s) that may affect Business Associate's use or disclosure of PHI by providing Business Associate with MCHCP's Notice of Privacy Practices in accordance with § 164.520, the most recent copy of which is attached to this Agreement.
- 5.2 Individual Authorization Changes. MCHCP shall notify Business Associate in writing of any changes in, or revocation of, the authorization by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- 5.3 Confidential Communications. MCHCP shall notify Business Associate in writing of individual requests approved by MCHCP in accordance with § 164.522 to receive communications of PHI from Business Associate by alternate means or at alternative locations, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- 5.4 Individual Restrictions. MCHCP shall notify Business Associate in writing of any restriction to the use or disclosure of PHI that MCHCP has agreed and, if applicable, any subsequent revocation or termination of such restriction, in accordance with § 164.522, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- 5.5 Permissible Requests by MCHCP. MCHCP shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by MCHCP.

6 Term and Termination, Expiration, or Cancellation.

- 6.1 Term. This Agreement is effective upon signature of both parties, and shall terminate upon the termination, expiration, or cancellation of the Contract, as amended, unless sooner terminated for cause under subsection 6.2 below.
- 6.2 Termination. Without limiting MCHCP's right to terminate the Contract in accordance with the terms therein, Business Associate also authorizes MCHCP to terminate this Agreement immediately by written notice and without penalty if MCHCP determines, in its sole discretion, that Business Associate has violated a material term of this Agreement and termination of this Agreement is in the best interests of MCHCP or its members. Without limiting the foregoing authorization, Business Associate agrees that MCHCP may, as an alternative or in addition to termination, require Business Associate to end the violation of the material term(s) and cure the breach of contract within the time and manner specified by MCHCP based on the circumstances presented. With respect to this subsection, MCHCP's remedies under this Agreement and the Contract are cumulative, and the exercise of any remedy shall not preclude the exercise of any other.
- 6.3 Obligations of Business Associate Upon Termination. Upon termination, expiration, or cancellation of this Agreement for any reason, Business Associate agrees to return to MCHCP or deliver to another MCHCP business associate at MCHCP's direction all PHI received from MCHCP, any current or former Business Associate or workforce member of MCHCP, or any current or former member of MCHCP, as well as all PHI created, compiled, stored or accessible to Business Associate or any subcontractor, agent, affiliate, or workforce member of Business Associate, relating to MCHCP as a result of services provided under the Contract. All such PHI shall be securely transmitted in accordance with MCHCP's written directive in electronic format accessible and decipherable by the MCHCP designated recipient. Following confirmation of receipt and usable access of the transmitted PHI by the MCHCP designated recipient, Business Associate shall destroy all MCHCP-related PHI and thereafter retain no copies in any form for any purpose whatsoever. Within seven (7) business days following full compliance with the requirements of this subsection, an authorized representative of Business Associate shall certify in writing addressed to MCHCP's Privacy and Security Officers that Business Associate has fully complied with this subsection and has no possession, control, or access, directly or indirectly, to MCHCP-related PHI from any source whatsoever.

Notwithstanding the foregoing, Business Associate may maintain MCHCP-PHI after the termination of this Agreement to the extent return or destruction of the PHI is not feasible, provided Business Associate: (i) refrains from any further use or disclosure of the PHI; (ii) continues to safeguard the PHI thereafter in accordance with the terms of this Agreement; (iii) does not attempt to de-identify the PHI without MCHCP's prior written consent; and (iv) within seven (7) days following full compliance of the requirements of this subsection, provides MCHCP written notice describing all PHI maintained by Business Associate and certification by an authorized representative of Business Associate of its agreement to fully comply with the provisions of this paragraph.

- 6.4 Survival. All obligations and representations of Business Associate under this Section 6 and subsection 7.2 shall survive termination, expiration, or cancellation of the Contract and this Agreement.

7 Miscellaneous.

- 7.1 Satisfactory Assurance. Business Associate expressly acknowledges and represents that execution of this Agreement is intended to, and does, constitute satisfactory assurance to MCHCP of Business Associate's full and complete compliance with its obligations under the HIPAA Rules. Business Associate further acknowledges that MCHCP is relying on this assurance in permitting Business Associate to create, receive, maintain, use, disclose, or transmit PHI as described herein.
- 7.2 Indemnification. Each party shall, to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the other party and its current and former trustees, employees, and agents from and against any and all losses, costs, claims, penalties, fines, demands, liabilities, legal actions, judgments, and expenses of every kind (including reasonable attorneys' fees and expenses, including at trial and on appeal) arising out of the acts or omissions of such party or any subcontractor, consultant, or workforce member of such party to the extent such acts or omissions violate the terms of this Agreement or the HIPAA Rules as applied to the Contract.

Notwithstanding the foregoing, if Business Associate maintains any MCHCP-related PHI following termination of the Contract and this Agreement pursuant to subsection 6.3, Business Associate shall be solely responsible for all PHI it maintains and, to the fullest extent permitted by law, Business Associate shall protect, defend, indemnify and hold harmless MCHCP and its current and former trustees, employees, and agents from and against any and all losses, costs, claims, penalties, fines, demands, liabilities, legal actions, judgments, and expenses of every kind (including reasonable attorneys' fees and expenses, including at trial and on appeal) arising out of the acts or omissions of Business Associate or any subcontractor, consultant, or workforce member of Business Associate regarding such PHI to the extent such acts or omissions violate the terms of the Act or the HIPAA Rules.

- 7.3 No Third Party Beneficiaries. There is no intent by either party to create or establish third party beneficiary status or rights or their equivalent in any person or entity, other than the parties hereto, that may be affected by the operation of this Agreement, and no person or entity, other than the parties, shall have the right to enforce any right, claim, or benefit created or established under this Agreement.
- 7.4 Amendment. The parties agree to work together in good faith to amend this Agreement from time to time as is necessary or advisable for compliance with the requirements of the HIPAA Rules. Notwithstanding the foregoing, this Agreement shall be deemed amended automatically to the extent any provisions of the Act or the HIPAA Rules not addressed herein become applicable to Business Associate during the term of this Agreement pursuant to and in accordance with any subsequent modification(s) or official and binding legal clarification(s), to the Act or the HIPAA Rules.
- 7.5 Interpretation. Any reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

THE UNDERSIGNED PERSONS REPRESENT AND WARRANT THAT WE ARE LEGALLY FREE TO ENTER THIS AGREEMENT, THAT OUR EXECUTION OF THIS AGREEMENT HAS BEEN DULY AUTHORIZED, AND THAT UPON BOTH OF OUR SIGNATURES BELOW THIS SHALL BE A BINDING AGREEMENT TO THE FOREGOING TERMS AND CONDITIONS OF THIS BUSINESS ASSOCIATE AGREEMENT.

Missouri Consolidated Health Care Plan

Vendor

By: _____

By: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

Introduction

Missouri Consolidated Health Care Plan (MCHCP) provides the health benefit program for most State of Missouri employees, retirees, and their dependents covering nearly 93,000 members (lives). An additional 1,000 non-state local government members are covered through their public entity employer.

This document constitutes a request for sealed proposals from qualified organizations to provide an audit of MCHCP's contracted Pharmacy Benefit Manager (PBM), Express Scripts.

Contracting Intentions

- The option to contract will be at the sole discretion of MCHCP.
- Any contract awarded from this RFP will be effective upon signature by MCHCP.
- MCHCP reserves the right to reject any or all proposals, or to make a partial award, including limiting the scope of the audit.

Background Information

- MCHCP is governed by the provisions of Chapter 103 of the Revised Statutes of Missouri. Under the law, MCHCP is directed to procure health care benefits for most State employees. Rules and regulations governing the plan can be found by following this link <http://www.sos.mo.gov/adrules/csr/current/22csr/22csr.asp>.
- MCHCP contracts with Express Scripts, Inc. (ESI) as its pharmacy benefit manager for state and public entity members covering more than 93,000 lives. In 2019, MCHCP members had nearly 1.6 million scripts totaling nearly \$198 million in payments.
- ESI has been the PBM for MCHCP since 2002. A new contract with ESI was effective January 1, 2017.
- MCHCP has two separate prescription drug benefits, depending on the health plan chosen by the subscriber. In general, PPO plan members pay fixed copayments for prescriptions obtained from a network pharmacy. Health Savings Account (HSA) Plan members pay a percentage of the allowed amount after meeting the deductible.
- MCHCP's latest audit of ESI was performed by Claim Technologies Inc (CTI). Claims were audited for the time period of January 1, 2016 through December 31, 2016.

Assumptions and Considerations

Your proposal must be submitted using the DirectPath online submission tool no later than **Wednesday, February 26, 2020, 4:00 p.m. Central Time 5:00 p.m. ET**). Due to the limited timeframe for proposal analysis and program implementation, no individual deadline extensions will be granted.

The MCHCP Board of Trustees has final responsibility for all MCHCP contracts. Responses to the RFP and all proposals will remain confidential until awarded and contracts are executed by the MCHCP Board of Trustees or their respective designees or until all proposals are rejected.

Do not contact MCHCP directly regarding this RFP. Questions about the technical procedures for participating in this online RFP process should be addressed to DirectPath. Any questions concerning the content of the RFP should be submitted via the messaging tool of DirectPath.

Proposal Instructions***NOTE: READ THESE INSTRUCTIONS COMPLETELY PRIOR TO RESPONDING TO THE RFP***

In order to be considered, you must respond to all required sections of this RFP. Bidders are strongly encouraged to read the entire RFP prior to the submission of a proposal. The bidder must comply with all stated requirements. Bidders are expected to provide complete and concise answers to all questions. Your responses to all questions must be based on your current proven capabilities. You should describe your future capabilities only as a supplement to your current capabilities.

If any information contained in the proposal is found to be falsified, the proposal will immediately be disqualified.

Proposals must be valid until July 1, 2020. If a contract is awarded, prices shall remain firm for the specified contract period.

A proposal may only be modified or withdrawn by signed, written notice which has been received by MCHCP prior to the official filing date and time specified.

Clarification of Requirements

It is assumed that bidders have read the entire RFP prior to the submission of a proposal and, unless otherwise noted by the bidder, a submission of a proposal and any applicable amendment(s) indicates that the bidder will meet all requirements stated herein.

The bidder is advised that the only official position of MCHCP is that position which is stated in writing and issued by MCHCP as a RFP and any amendments and/or clarifications thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.

Schedule of Events

The timeline for the procurement is provided below.

Activity	Timing
Online RFP Released	Friday, January 31, 2020 8 a.m. CT (9 a.m. ET)
Intent to Bid Document Due	Friday, February 7, 2020 4 p.m. CT (5 p.m. ET)
Question Submission Deadline	Friday, February 7, 2020 4 p.m. CT (5 p.m. ET)
Responses to Submitted Questions	Thursday, February 13, 2020 4 p.m. CT (5 p.m. ET)
Proposals Due	Wednesday, February 26, 2020 4 p.m. CT (5 p.m. ET)

Final Vendor Selection	Late April, 2020
Contract Effective Date	Upon signature

Questions

During this bidding opportunity, MCHCP will be using the online messaging module of the DirectPath application for all official answers to questions from bidders, amendments to the RFP, exchange of information and notification of awards. It is the bidder's responsibility to notify MCHCP of any change in contact information of the bidder. During the bidding process you will be notified via the messaging module of the posting of any new bid-related information.

Any and all questions regarding specifications, requirements, competitive procurement process, etc., must be in writing and submitted through the online messaging module of the DirectPath application by **Friday, February 7, 2020, 4 p.m. CT (5 p.m. ET)**. Questions received after February 7 will be answered and posted through the messaging module as time permits, but there is no guarantee of a response to these questions. For step-by-step instructions, please refer to the *Downloads* section of the DirectPath application, and click on *User Guides*.

Questions deemed universally applicable will be answered in writing and shared with all vendors who have indicated they are quoting. The team will provide a summary of all questions and answers by **Thursday, February 13, 2020**.

Bidders or their representatives may not contact other MCHCP employees or any member of the MCHCP Board of Trustees regarding this bidding opportunity or the contents of this RFP. If any such contact is discovered to have occurred, it may result in the immediate disqualification of the bidder from further consideration.

Proposal Deadline

ALL proposals must be submitted no later than 4:00 p.m. CT (5:00 p.m. ET), February 26, 2020. Submissions received after that time will not be accepted.

Disclaimers

MCHCP will not be liable under any circumstances for any expenses incurred by any bidder in connection with the selection process.

The description of coverage and plan design contained in this RFP is solely intended to allow for the preparation and submission of proposals by respondents and does not constitute a promise or guarantee of benefits to any individual.

Confidentiality and Proprietary Materials

Pursuant to Section 610.021 RSMo, proposals and related documents shall not be available for public review until a contract has been awarded or all proposals are rejected. MCHCP maintains copies of all proposals and related documents.

MCHCP is a governmental body under Missouri Sunshine Law (Chapter 610 RSMo). Section 610.011 requires that all provisions be "liberally construed and their exceptions strictly construed

to promote” the public policy that records are open unless otherwise provided by law. Regardless of any claim by a bidder as to material being proprietary and not subject to copying or distribution, or how a bidder characterizes any information provided in its proposal, all material submitted by the bidder in conjunction with the RFP is subject to release after the award of a contract in relation to a request for public records under the Missouri Sunshine Law (see Chapter 610 of the Missouri Revised Statutes). Only information expressly permitted by the provisions of Missouri’s Sunshine Law to be closed – strictly construed – will be redacted by MCHCP from any public request submitted to MCHCP after an award is made. Bidders should presume information provided to MCHCP in a proposal will be public following the award of the bid and made available upon request in accordance with the provisions of state law.

Evaluation Process

Any apparent clerical error may be corrected by the bidder before contract award. Upon discovering an apparent clerical error, MCHCP shall contact the bidder and request written clarification of the intended proposal. The correction shall be made in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.

Any pricing information submitted by a bidder must be disclosed on the pricing pages as designated in this RFP. Any pricing information which appears elsewhere in the bidder’s proposal shall not be considered by MCHCP.

Awards shall only be made to the bidder(s) whose proposal(s) complies with all mandatory specifications and requirements of the RFP. MCHCP reserves the right to evaluate all offers and based upon that evaluation to limit the number of contract awards or reject all offers.

MCHCP reserves the right to request written clarification of any portion of the bidder’s response in order to verify the intent of the bidder. The bidder is cautioned, however, that its response shall be subject to acceptance or rejection without further clarification.

MCHCP reserves the right to consider historic information and fact, whether gained from the bidder’s proposal, question and answer conferences, references, or any other source, in the evaluation process. The bidder is cautioned that it is the bidder’s sole responsibility to submit information related to the evaluation categories and that MCHCP is under no obligation to solicit such information if it is not included with the bidder’s proposal. Failure of the bidder to submit such information may cause an adverse impact on the evaluation of the bidder’s proposal.

After determining that a proposal satisfies the mandatory requirements stated in the RFP, the comparative assessment of the relative benefits and deficiencies of the proposal in relationship to the published evaluation criteria shall be made by using subjective judgment. The award(s) of a contract resulting from this RFP shall be based on the lowest and best proposal(s) received in accordance with the following evaluation criteria:

Evaluation Criteria

Financial Proposal	500 points
Vendor Profile	100 points
PBM Audit	300 points
Key Personnel	50 points
Reporting	<u>50 points</u>
	1,000 points
Bonus Points – MBE/WBE Participation Commitment	10 points

MCHCP will limit the number of finalists to the bidders receiving 80 percent (400 points) of the possible 500 non-financial points available or the top two bidders if less than two bidders receive 80 percent of the possible 500 non-financial points.

The bidder's proposed participation of MBE/WBE firms in meeting the targets of the RFP will be considered in the evaluation process. A maximum of MBE/WBE participation points of 10 points will be awarded based on the participation amount proposed by the bidder. Awarded MBE/WBE participation points will be added to the non-financial points earned by the bidder and will be included to determine if a bidder meets the 80 percent threshold to obtain finalist status.

Minority Business Enterprise (MBE)/Women Business Enterprise (WBE) Participation

The bidder should secure participation of certified MBEs and WBEs in provider products/services required in this RFP. The targets of participation recommended by the State of Missouri are 10% MBE and 5% WBE of the total dollar value of the contract.

- a) These targets can be met by a qualified MBE/WBE vendor themselves and/or through the use of qualified subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for MBE/WBE participation.
- b) The services performed or the products provided by MBE/WBEs must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by MBE/WBEs is utilized, to any extent, in the bidder's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
- c) In order to be considered as meeting these targets, the MBE/WBEs must be "qualified" by the proposal opening date (date the proposal is due). See below for a definition of a qualified MBE/WBE.
- d) If the bidder is proposing MBE/WBE participation, in order to receive evaluation consideration for MBE/WBE participation, the bidder must provide the following information with the proposal.
 - a. Participation Commitment - If the bidder is proposing MBE/WBE participation, the vendor must complete Section 6 of the Pharmacy Claim Audit RFP Questionnaire (MBE-WBE Participation Commitment), by listing each proposed MBE and WBE,

the committed percentage of participation for each MBE and WBE, and the commercially useful products/services to be provided by the listed MBE and WBE. If the vendor submitting the proposal is a qualified MBE and/or WBE, the vendor must include the vendor in the appropriate table on the Participation Commitment Form.

- b. Documentation of Intent to Participate – The bidder must either provide a properly completed Exhibit A-5, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by each MBE and WBE proposed or must provide a letter of intent signed and dated no earlier than the RFP issuance date by each MBE and WBE proposed which: (1) must describe the products/services the MBE/WBE will provide and (2) should include evidence that the MBE/WBE is qualified, as defined herein (i.e., the MBE/WBE Certification Number or a copy of MBE/WBE certificate issued by the Missouri OEO). If the bidder submitting the proposal is a qualified MBE and/or WBE, the bidder is not required to complete Exhibit A-5, Documentation of Intent to Participate Form or provide a recently dated letter of intent.
- e) Commitment – If the bidder's proposal is awarded, the percentage level of MBE/WBE participation committed to by the bidder on Exhibit A-5, Participation Commitment, shall be interpreted as a contractual requirement.

Definition -- Qualified MBE/WBE:

In order to be considered a qualified MBE or WBE for purposes of this RFP, the MBE/WBE must be certified by the State of Missouri, Office of Administration, Office of Equal Opportunity (OEO) by the proposal opening date.

MBE or WBE means a business that is a sole proprietorship, partnership, joint venture, or corporation in which at least fifty-one percent (51%) of the ownership interest is held by minorities or women and the management and daily business operations of which are controlled by one or more minorities or women who own it.

Minority is defined as belonging to one of the following racial minority groups: African Americans, Native Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos, Aleuts, and other groups that may be recognized by the Office of Advocacy, United States Small Business Administration, Washington D.C.

A listing of several resources that are available to assist bidders in their efforts to identify and secure the participation of qualified MBEs and WBEs is available at the website shown below or by contacting the Office of Equal Opportunity (OEO) at:

Office of Administration, Office of Equal Opportunity (OEO)
Harry S Truman Bldg., Room 630, P.O. Box 809, Jefferson City, MO 65102-0809
Phone: (877) 259-2963 or (573) 751-8130
Fax: (573) 522-8078
Web site: <http://oeo.mo.gov>

Pricing

The bidder must provide a firm, fixed pricing arrangement for the services requested in this RFP. It is expected that the total charge will be broken down to reflect specific costs associated with each aspect of the audit, as outlined in Exhibit B - Scope of Work.

Finalist Interview

After an initial screening process, a technical question and answer conference or interview may be conducted, if deemed necessary by MCHCP, to clarify or verify the bidder's proposal and to develop a comprehensive assessment of the proposal. MCHCP also reserves the right to interview the proposed audit team.

Negotiation and Contract Award

The bidder is advised that under the provisions of this RFP, MCHCP reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

- Negotiations may be conducted in person, in writing, or by telephone.
- Negotiations will only be conducted with bidders who provide potentially acceptable proposals. MCHCP reserves the right to limit negotiations to those bidders that received the highest rankings during the initial evaluation phase. All bidders involved in the negotiation process will be invited to submit a best and final offer.
- Terms, conditions, prices, methodology, or other features of the bidder's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the bidder may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
- The mandatory requirements of the RFP shall not be negotiable and shall remain unchanged unless MCHCP determines that a change in such requirements is in the best interest of MCHCP.
- Bidder understands that the terms of any negotiation are confidential until an award is made or all proposals are rejected.

Any award of a contract resulting from this RFP will be made only by written authorization from MCHCP.

Using DirectPath

The 2020 MCHCP Pharmacy Claim Audit RFP contains 2 broad categories of items that you will need to work on via the DirectPath application:

1) **Items Requiring a Response:**

- a. Pricing Form (e.g., Pharmacy Claim Audit Pricing) is an online input form to collect your pricing proposal as requested by MCHCP.
- b. Questionnaires (e.g., Pharmacy Claim Audit Questionnaire) are also online forms to collect your responses to questions about your capabilities.

- c) Response Documents (e.g., Exhibit A-1 Intent to Bid) are attachment files (e.g., MS Word or Excel) that are posted to the DirectPath website. They should be downloaded, completed and/or signed by your organization, and then posted/uploaded back to the DirectPath application. When you upload your response, from the drop-down menu, identify each uploaded document as a *Response* document and associate it to the appropriate document by name. For step-by-step instructions, please refer to the “How to Download and Attach Files” User Guide located in the “Downloads” section on the application homepage.

2) Reference Files from MCHCP:

- a) Documents (e.g., Exhibit B – Scope of Work) that you should download and read completely before submitting your RFP response.

All these components can be found in the DirectPath Application under the 2020 MCHCP Pharmacy Claim Audit RFP on the Event Details page of the application.

Note that as you use the DirectPath application to respond to this RFP, User Guides are accessible throughout the application by simply clicking on the help icon or from the “Downloads” area of the DirectPath application homepage. For help with data entry and navigation throughout the application, you can contact the DirectPath staff:

- Phone: 800-979-9351
- E-mail: support@directpathhealth.com

Responding to Questionnaires

We have posted two forms for your response:

- Pharmacy Claim Audit Questionnaire
- Mandatory Contract Provisions Questionnaire

The questionnaires need to be completed and submitted to DirectPath by **Wednesday, February 26, 2020, 4:00 p.m. CT (5:00 p.m. ET)**.

The questionnaires are located within the *Items Requiring a Response* tab. This tab contains all the items you and your team are required to access and respond to. For step-by-step instructions, please refer to the *How to Submit a Questionnaire* User Guide located in the *Downloads* section of the DirectPath application homepage. You have the option to “respond online” or through the use of two different off-line (or desktop) tools.

Completing Response Documents

The following exhibits must be completed, signed and uploaded to DirectPath:

- Exhibit A-1 - Intent to Bid (due 4 p.m. CT, February 7, 2020)
- Exhibit A-2 – Proposed Bidder Modifications (due 4:00 p.m. CT, February 26, 2020)
- Exhibit A-3 – Confirmation Document (due 4:00 p.m. CT, February 26, 2020)
- Exhibit A-4 – Contractor Certification (due 4:00 p.m. CT, February 26, 2020)

- Exhibit A-5 – MBE-WBE Intent to Participate Document (due 4:00 p.m. CT, February 26, 2020)

The follow exhibits must be reviewed and the bidder provide any suggested red-lined changes to the documents using Microsoft Word Track Changes functionality. Changes proposed may or may not be accepted by MCHCP.

- Exhibit A-6 – Sample MCHCP Contract (due 4:00 p.m. CT, February 26, 2020)
- Exhibit A-7 – MCHCP Business Associate Agreement (due 4:00 p.m. CT, February 26, 2020)

Completing Pricing Worksheet

The financial worksheet may be accessed in *Items Requiring a Response*. The *Pricing or Bid* contains a worksheet to collect fee quotations based on the services requested in this RFP. For step-by-step instructions, please refer to the *How to Submit a Bid* User Guide located in the *Downloads* section of the DirectPath Application homepage.

The final bid deadline is Wednesday, February 26, 2020, 4:00 p.m. CT (5:00 p.m. ET). Further detail on how to submit your bids is outlined in the Submitting Bids section of these Instructions.

Notes Regarding Pricing

Quotes should assume:

- Contract effective upon signature
- Proposed prices shall be firm and are subject to negotiation prior to the award of a contract by MCHCP. Refer to this Instructions document for detailed pricing worksheet instructions.

Submitting Bids

The pricing function allows you to work on a bid submission in draft form. You can enter your rates and *Save* without submitting your proposal to DirectPath. Save frequently to avoid losing work. When you have finished entering your rates, *Save* and then *Calculate*. If you have missed any required fields, you will be notified with an error message. If there are no errors, you can *Submit* your proposal through DirectPath.

Once you have submitted your bid, you can make adjustments at any time up until the bids are due. Simply select the pricing/bid and choose *Edit* to make changes. Follow the steps above to save, calculate, and re-submit.

Refer to the following list of instructions before attempting to input/submit a bid:

- Enter your rates well in advance of the required bid date. Please do NOT wait until the last minute to work on the pricing model worksheet because your bid must comply with the automated rules and data validation checks that have been implemented by MCHCP.
- Partial data entries can be saved; however, the validation rules (error checking) will not be run against your data until you complete the worksheet and either *Calculate* or *Submit* your data.

- To check that your data have been entered accurately, you should press the *Calculate* button at the top of the page. If your input complies with the validation rules, all of the rates will be calculated and totaled. Otherwise, the calculation and validation rules will not properly execute even if you press the *Calculate* button.
- You will be able to view your final rate submission prior to submitting to DirectPath.
- If your data are accurate and complete, click on the *Submit Bid* icon to submit your bid to DirectPath.
- Data that are submitted incorrectly will receive error messages when calculated or submitted.
- All data fields that are marked as a number or currency must be filled with a numerical value or 0. Blanks and text such as “n/a” are not permitted. If you attempt to *Submit* or *Calculate* your data with incomplete fields, you will receive an error message.
- Be sure to save your data often. Periodic saves will prevent you from losing data in the event the application times-out. For security purposes the system will automatically log you out after a specified time if there is no activity.

RFP Checklist

Prior to the February 26 close date, please be sure you have completed and/or reviewed each of the documents listed below.

Type	Document Name
Questionnaire	Pharmacy Claim Audit Questionnaire
Questionnaire	Mandatory Contract Provisions Questionnaire
Pricing/Bid	Pharmacy Claim Audit Pricing
Response	Exhibit A-1 Intent to Bid.docx DUE: February 7, 2020
Response	Exhibit A-2 Proposed Bidder Modifications.docx
Response	Exhibit A-3 Confirmation Document.docx
Response	Exhibit A-4 Contractor Certification.docx
Response	Exhibit A-5 MBE-WBE Intent to Participate Document.docx
Response	Exhibit A-6 Sample Contract.docx
Response	Exhibit A-7 Business Associate Agreement.docx
Reference	Introduction and Instructions – Pharmacy Claim Audit RFP.pdf
Reference	Exhibit B – Scope of Work.docx
Reference	Exhibit C – General Provisions.docx

Contact Information

Content and technical questions may arise. All questions regarding this document and the selection process must be submitted through the online messaging module of the DirectPath application by **February 7, 2020, 4 p.m. CT (5 p.m. ET)**.

For technical questions related to the use of DirectPath, please contact the DirectPath customer support team at support@directpathhealth.com, or call the Customer Support Line at 1-800-979-9351.

EXHIBIT B
SCOPE OF WORK

B1. GENERAL REQUIREMENTS

B1.1 At the request of the MCHCP Board of Trustees, the claims auditor shall perform a comprehensive and objective review of the pharmaceutical claims to determine if the claims were adjudicated accurately and rebates were properly applied in accordance with the contract and plan design. The scope includes claims paid on behalf of MCHCP state members for calendar year 2019 for pharmaceutical claims processed by the Plan's pharmacy benefits manager (PBM), Express Scripts, Inc. (ESI). The claims auditor shall have professional malpractice insurance of at least two million dollars (\$2,000,000).

B2. CATEGORIES FOR REVIEW

B2.1 The audit scope incorporates categories of review, as outlined below. The following list is not intended to be exclusive. The proposer is encouraged to suggest additional criteria to enhance the appropriateness of the review. Descriptions of each item are further described in Sections B3 and B4.

B2.1.1 **Claims Pricing (Discount) Accuracy Review**, which requires analyzing 100 percent of the claims incurred in the time period of the audit to confirm pricing accuracy.

B2.1.2 **Benefit Design Accuracy Review**, which requires analyzing claims for each time period to validate application of plan benefits.

B2.1.3 **Rebate Review**, which requires identification of the top five (5) manufacturers and comparing the rebates credited to MCHCP under each manufacturer's contract with ESI for the two calendar quarters during the twelve-month period immediately preceding the audit. The contractor will also confirm that the manufacturer administrative fees were passed one hundred percent to MCHCP.

B3. CLAIMS PRICING (DISCOUNT) ACCURACY REVIEW

B3.1 The contractor must request paid claims data from ESI covering the time period of the audit, and aggregate the discounts achieved for both brand name drugs and generic drugs.

B3.2 The contractor must investigate whether the proper adjudication logic, as outlined in MCHCP's contract with ESI, was selected for all claims.

B3.3 The aggregated discounts will then be compared to the contract guarantees to determine the degree to which ESI met, exceeded, or fell short of the threshold. To the extent a shortfall is identified, the contractor will identify the amount of the shortage and work directly with ESI to true-up any refund to MCHCP for 2019 claims, and provide year-to-date results for 2020. The contractor shall also review for proper categorization of drugs used to determine discounts; i.e. test for characterization shifting from generic to brand which may have inflated discounts. The contractor shall analyze and test the dispensing fees against contractual guaranteed amounts.

B4. DELIVERABLES AND REPORTING - Contractor shall provide the following:

B4.1 The contractor shall keep MCHCP apprised of audit progress throughout the process.

B4.2 The bidder shall provide a draft project plan in response to Question 5.3, outlining the projected time to complete the audit. In consultation with MCHCP, a final project plan must be completed within fifteen (15) days of contract award.

B4.3 The contractor shall provide a comprehensive, detailed written report to include the methodology used, the claims and performance review findings, and recommendations. This will be provided to MCHCP staff prior to submission to the audited entity to ensure compliance with the scope of the audit.

B4.4 The contractor shall provide MCHCP the final draft report, and then separately in person to the MCHCP Board of Trustees in Jefferson City, MO. MCHCP will not reimburse separately for travel expenses. Upon approval by the Board of Trustees, the contractor shall issue the final report.

EXHIBIT C
GENERAL PROVISIONS

C1. TERMINOLOGY AND DEFINITIONS

Whenever the following words and expressions appear in this Request for Proposal (RFP) document or any amendment thereto, the definition or meaning described below shall apply.

- C1.1 **Amendment** means a written, official modification to an RFP or to a contract.
- C1.2 **Bidder** means a person or organization who submitted an offer in response to this RFP.
- C1.3 **Breach** shall mean the acquisition, access, use or disclosure of PHI in a manner not permitted by the Privacy Rule that compromises the security or privacy of the PHI as defined, and subject to the exceptions set forth, in 45 C.F.R. 164.402.
- C1.4 **Contract** means a legal and binding agreement between two or more competent parties, in consideration for the procurement of services as described in this RFP.
- C1.5 **Contractor** means a person or organization who is a successful bidder as a result of an RFP and/or who enters into a contract or any subcontract of a successful bidder.
- C1.6 **Employee** means a benefit-eligible person employed by the state and present and future retirees from state employment who meet the plan eligibility requirements.
- C1.7 **May** means that a certain feature, component, or action is permissible, but not required.
- C1.8 **Member** means any person covered as either a subscriber or a dependent in accordance with the terms and conditions of the plan.
- C1.9 **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply may result in a proposal being considered non-responsive.
- C1.10 **Off-shore** means outside of the United States.
- C1.11 **Participant** has the same meaning as the word member.
- C1.12 **PHI** shall mean Protected Health Information, as defined in 45 C.F.R. 160.103, as amended.
- C1.13 **Pricing Pages** apply to the form(s) on which the bidder must state the price(s) applicable for the services required in the RFP. The pricing pages must be completed and uploaded by the bidder prior to the specified proposal filing date and time.

- C1.14 **Privacy Regulations** shall mean the federal privacy regulations issued pursuant to the Health Insurance Portability and Accountability Act of 1996, as amended from time to time, codified at 45 C.F.R. Parts 160 and 164 (Subparts A & E).
- C1.15 **Proposal Filing Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of proposals by Direct Path system.
- C1.16 **Provider** means a physician, hospital, medical agency, specialist or other duly licensed health care facility or practitioner certified or otherwise authorized to furnish health care services pursuant to the law of the jurisdiction in which care or treatment is received. A doctor/physician as defined in 22 CSR 10-2010(22). Other providers include but are not limited to:
- C1.16.1 Audiologist (AUD or PhD);
 - C1.16.2 Certified Addiction Counselor for Substance Abuse (CAC);
 - C1.16.3 Certified Nurse Midwife (CNM) – when acting within the scope of his/her license in the state in which s/he practices and performing a service which would be payable under this plan when performed by a physician;
 - C1.16.4 Certified Social Worker or Masters in Social Work (MSW)
 - C1.16.5 Chiropractor;
 - C1.16.6 Licensed Clinical Social Worker
 - C1.16.7 Licensed Professional Counselor (LPC);
 - C1.16.8 Licensed Psychologist (LP);
 - C1.16.9 Nurse Practitioner (NP);
 - C1.16.10 Physician Assistant (PA);
 - C1.16.11 Occupational Therapist;
 - C1.16.12 Physical Therapist;
 - C1.16.13 Speech Therapist;
 - C1.16.14 Registered Nurse Anesthetist (CRNA);
 - C1.16.15 Registered Nurse Practitioner (ARNP); or
 - C1.16.16 Therapist with a PhD or Master's Degree in Psychology or Counseling.
- C1.17 **Request for Proposal (RFP)** means the solicitation document issued by MCHCP to potential bidders for the purchase of services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- C1.18 **Respondent** means any party responding in any way to this RFP.
- C1.19 **Retiree** means a former employee who, at the time of termination of employment, met the eligibility requirements as outlined in subsection 22 CSR 10-2.020(2)(B) and is currently receiving a monthly retirement benefit from a retirement system listed in such rule.

C1.20 **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature, which govern the operations of all agencies of the State of Missouri. Chapter 103 of the statutes is the primary chapter governing the operations of MCHCP.

C1.21 **Shall** has the same meaning as the word must.

C1.22 **Should** means that certain feature, component and/or action is desirable but not mandatory.

C1.23 **Subscriber** means the person who elects coverage under the plan.

C2. GENERAL BIDDING PROVISIONS

C2.1 It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise MCHCP if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from bidders regarding specifications, requirements, competitive procurement process, etc., must be directed to MCHCP via the messaging tool on the Direct Path web site, as indicated on the last page of the *Introduction and Instructions* document of the RFP. Such communication must be received no later than Friday, February 7, 2020, 4 p.m. CT (5 p.m. ET).

Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all bidders will be advised, via the issuance of an amendment or other official notification to the RFP, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the RFP, any questions received by MCHCP after the date noted above might not be answered.

It is the responsibility of the bidder to identify and explain any part of their response that does not conform to the requested services described in this document. Without documentation provided by the bidder, it is assumed by MCHCP that the bidder can provide all services as described in this document.

C2.2 Bidders are cautioned that the only official position of MCHCP is that position which is stated in writing and issued by MCHCP in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.

C2.3 MCHCP monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other

anticompetitive conduct by bidders, which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.

- C2.4 No contract shall be considered to have been entered into by MCHCP until the contract has been awarded by the MCHCP Board of Trustees and all material terms have been finalized. The contract is expected to be finalized and signed by a duly authorized representative of Contractor in less than fifteen (15) days from MCHCP's initial contact to negotiate a contract. An award will not be made until all contract terms have been accepted.

C3. PREPARATION OF PROPOSALS

- C3.1 Bidders must examine the entire RFP carefully. Failure to do so shall be at the bidder's risk.
- C3.2 Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
- C3.3 Unless otherwise specifically stated in the RFP, any manufacturer's names, trade names, brand names, and/or information listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. Proposals that do not comply with the requirements and specifications are subject to rejection without clarification.

C4. DISCLOSURE OF MATERIAL EVENTS

- C4.1 The bidder agrees that from the date of the bidder's response to this RFP through the date for which a contract is awarded, the bidder shall immediately disclose to MCHCP:
 - C4.1.1 Any material adverse change to the financial status or condition of the bidder;
 - C4.1.2 Any merger, sale or other material change of ownership of the bidder;
 - C4.1.3 Any conflict of interest or potential conflict of interest between the bidder's engagement with MCHCP and the work, services or products that the bidder is providing or proposes to provide to any current or prospective customer; and
 - C4.1.4 (1) Any material investigation of the bidder by a federal or state agency or self-regulatory organization; (2) Any material complaint against the bidder filed with a federal or state agency or self-regulatory organization; (3) Any material proceeding naming the bidder before any federal or state agency or self-regulatory organization; (4) Any material criminal or civil action in state or

federal court naming the bidder as a defendant; (5) Any material fine, penalty, censure or other disciplinary action taken against the bidder by any federal or state agency or self-regulatory organization; (6) Any material judgment or award of damages imposed on or against the bidder as a result of any material criminal or civil action in which the bidder was a party; or (7) Any other matter material to the services rendered by the bidder pursuant to this RFP.

C4.1.4.1 For the purposes of this paragraph, “material” means of a nature, or of sufficient monetary value, or concerning a subject which a reasonable party in the position of and comparable to MCHCP would consider relevant and important in assessing the relationship and services contemplated by this RFP. It is further understood that in fulfilling its ongoing responsibilities under this paragraph, the bidder is obligated to make its best faith efforts to disclose only those relevant matters which come to the attention of or should have been known by the bidder’s personnel involved in the engagement covered by this RFP and/or which come to the attention of or should have been known by any individual or office of the bidder designated by the bidder to monitor and report such matters.

C4.2 Upon learning of any such actions, MCHCP reserves the right, at its sole discretion, to either reject the proposal or continue evaluating the proposal.

C5. COMPLIANCE WITH APPLICABLE FEDERAL LAWS

C5.1 In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Health Insurance Portability and Accountability Act (HIPAA) and The Patient Protection and Affordable Care Act (PPACA), as amended.

C5.2 Any bidder offering to provide services must sign a Business Associate Agreement (BAA) (see Exhibit A-7) due to the provisions of HIPAA. Any requested changes shall be noted and returned with the RFP. **The changes are accepted only upon MCHCP signing a revised BAA after contract award.**

C5.3 Upon awarding of the contract by the Board, the BAA shall be signed by both parties within five (5) working days of the request to sign, or the award of the contract may be rescinded.

Pharmacy Claim Audit Questionnaire

MCHCP requires that you provide concise responses to questions requiring explanation. Please note there is a 1,000 character limit on all textual responses. MCHCP expects that you will provide all explanations within the parameters of the questionnaire.

1.1 Pursuant to Section 610.021 RSMo, proposals and related documents shall not be available for public review until a contract has been awarded or all proposals are rejected. MCHCP maintains copies of all bid file material for review by appointment. Regardless of any claim by the bidder as to material being proprietary and not subject to copying or distribution, all material submitted by the bidder in conjunction with this RFP is subject to release after the award of a contract in relation to a request for public records under the Missouri Sunshine Law (see Chapter 610 of the Missouri Revised Statutes). Neither MCHCP nor its consultant shall be obligated to return any materials submitted in response to this RFP. The use of MCHCP's name in any way is strictly prohibited. Confirm your agreement with the Confidentiality and Public Record Policy listed above.

☐ Confirmed

☐ Not confirmed (please explain)

2.1 Provide the following information about your company:

Full and legal company name

Name of parent organization (if applicable)

Number of years providing pharmacy claim audit services

Corporate address

Telephone

Current ownership of the company, along with the name of any individual holding 10 percent or more of the stock or value of the organization, if applicable

2.2 Complete the following table, indicating the number of clients for whom your organization has provided PBM audit services similar to those outlined in this RFP within the last three (3) years.

	Number of clients
< \$250,000 annual (allowed) pharmacy spend	<input type="text"/>
\$250,000 - \$1 million annual (allowed) pharmacy spend	<input type="text"/>
\$1 - \$10 million annual (allowed) pharmacy spend	<input type="text"/>
> \$10 million annual (allowed) pharmacy spend	<input type="text"/>

2.3 Complete the following table, indicating the number of clients for whom your organization has provided PBM audit services similar to those outlined in this RFP within the last three (3) years.

	Number of clients
< 2,000 covered lives	<input type="text"/>
2,000 - 4,999 covered lives	<input type="text"/>
5,000 - 24,999 covered lives	<input type="text"/>
> 25,000 covered lives	<input type="text"/>

2.4 Have you completed an audit of Express Scripts?

- ☐ Yes (quantify the number and type of audits and date of most recent audit)
- ☐ No

2.5 Is there any significant litigation and/or government action pending against your company, or has there been any action taken or proposed against your company within the last five (5) years?

- ☐ Yes (describe the situation prompting the suit(s) and the outcome or current status)
- ☐ No

2.6 Provide the following information regarding mergers or acquisitions of other organizations completed in the past 24 months or in process.

Summarize how these mergers or acquisitions directly impact MCHCP

Discuss how these mergers or acquisitions distinguish you and your services from those of your competitors

2.7 Indicate the date your organization first provided the services requested in this RFP.

Date services first offered (MM/YYYY format)

2.8 Provide the following information for all subcontractors that will be used to fulfill the requirements of this contract:

	Company name	Service to be provided	Number of years working with your organization
Subcontractor #1	<input type="text"/>	<input type="text"/>	<input type="text"/>
Subcontractor #2	<input type="text"/>	<input type="text"/>	<input type="text"/>
Subcontractor #3	<input type="text"/>	<input type="text"/>	<input type="text"/>
Subcontractor #4	<input type="text"/>	<input type="text"/>	<input type="text"/>
Subcontractor #5	<input type="text"/>	<input type="text"/>	<input type="text"/>

2.9 Identify whether your firm currently performs any work for, provides services to, or receives compensation from, any pharmacy benefit manager (PBM).

Response

2.10 For all entities listed in Q2.9 above, describe the measures your firm will take to safeguard the confidentiality of any information provided to or obtained from MCHCP pursuant to this engagement, as well as the measures your firm will take to assure that the information or services provided to MCHCP will not be compromised by or improperly affected by your firm's relationship with the other entity.

Response

2.11 Identify all owners and subsidiaries that own or exert control of more than five (5) percent of your organization. Provide this information for subcontractors as well.

Response relating to bidder

Response relating to subcontractor(s)

2.12 Provide the names or organizations of which you own or control more than five (5) percent. Provide this information for subcontractors as well.

Response relating to bidder

Response relating to subcontractor(s)

2.13 Confirm you have uploaded a document to the Reference Files from Vendor section confirming your organization's authority to do business in the State of Missouri. Name the document "Q2.13 State of Missouri Certificate of Authority".

☐ Confirmed

☐ Not Confirmed (please explain)

2.14 Describe the economic advantages that will be realized as a result of your organization performing the required services by providing a response to each item below. If necessary to provide a full description, upload a document to the Reference Files from Vendor section, and name the file "Q2.14 Economic Impact".

Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.

Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.

Provide a description of the company's economic presence within the State of Missouri (e.g. type of facilities: sales offices, sales outlets, divisions, manufacturing, warehouse, other), including Missouri employee statistics.

2.15 What services and support are needed from MCHCP to ensure a smooth audit.

Response

3.1 How many years has your firm conducted Claims Pricing (Discount) Accuracy Review audits?

Number of years

3.2 How many Claims Pricing (Discount) Accuracy Review audits has your firm conducted in the past three years for clients with 50,000 or more lives?

Number of audits

3.3 What percentage of the audits identified in Q3.2 were of Express Scripts?

Percentage of audits of Express Scripts

%

3.4 Describe typical obstacles involved in conducting Claims Pricing (Discount) Accuracy Review audits and your corresponding remediation efforts and results.

Response

3.5 How many years has your firm conducted Benefit Design Accuracy audits?

Number of years

3.6 How many Benefit Design Accuracy audits has your firm conducted in the past three years for clients with 50,000 or more lives?

Number of audits

3.7 Describe typical obstacles involved in conducting Benefit Design Accuracy audits and your corresponding remediation efforts and results.

Response

3.8 How many years has your firm conducted rebate audits?

Number of years

3.9 How many rebate audits has your firm conducted in the past three years for clients with 50,000 or more covered lives?

Number of audits

3.10 What percentage of the audits identified in Q3.9 were of Express Scripts?

Percentage of audits of Express Scripts

%

3.11 Describe typical obstacles involved in conducting rebate audits and your corresponding remediation efforts and results.

Response

3.12 Based on your experience or industry knowledge, what is the rebate percentage of claims paid, within a 1 percent range, typical for an organization similar to MCHCP?

Rebate range

3.13 Does your firm currently have agreements in place with Express Scripts to conduct Claims Pricing (Discount) Accuracy Review audits, Benefit Design Accuracy audits, and rebate audits? If not, define the expected lag in obtaining such agreements.

☐ Yes (please describe)

☐ No (please explain)

4.1 Confirm you have provided an organizational chart of your company, highlighting the names/positions and office location of all persons who will work on the MCHCP audit. Upload the document(s) to the Reference Files from Vendor section, and name the file "Q4.1 Organizational chart".

☐ Confirmed

☐ Not confirmed (please explain)

4.2 Provide the following information regarding the lead auditor for the MCHCP pharmacy claims audit.

Name

Education

Professional credentials and affiliations

Brief work experience bio

Number of years at your organization

Number of years performing pharmacy claim audits

Description of lead auditor's specific responsibilities and duties for this contract

4.3 Provide the following information for other key personnel who will be performing services for this project.

	Name	Title	Education	Professional credentials and affiliations	Number of years at your organization	Number of years performing pharmacy claim audits	Description of individual's specific duties
Staff 1	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Staff 2	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Staff 3	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Staff 4	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Staff 5	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Staff 6	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

5.1 Confirm you have uploaded a sample PBM audit report that is representative of the reporting you typically provide for an entity that closely resembles MCHCP and the services requested in this RFP. Submit only material you consider not proprietary or confidential. Upload the document to the Reference Files from Vendor section, and name the file "Q5.1 PBM Audit Report". Alternatively, you may provide an online link to such a report.

☐ Confirmed

☐ Not confirmed (please explain)

5.2 Confirm you have provided samples of work that relate to the scope of services you feel that demonstrate the skill and talent of the audit team that would be assigned to the MCHCP audit. Upload the document(s) to the Reference Files from Vendor section, and name the file "Q5.2 Work Samples".

☐ Confirmed

☐ Not confirmed (please explain)

5.3 Confirm you have provided a white paper (no more than three pages) describing how you propose to perform the services outlined in this RFP. Be specific in detailing a work plan that includes all items included in Exhibit B-Scope of Work, including the information you expect to receive from MCHCP staff and the time frames involved in each step. Upload the document to the Reference Files from Vendor section, and name the file "Q5.3 Work Plan".

☐ Confirmed

☐ Not confirmed (please explain)

If the bidder is committing to participation by or if the bidder is a qualified MBE/WBE, the bidder must provide the required information in the appropriate table(s) below for the organization proposed and must submit the completed Exhibit A-5 with the bidder's proposal. For Minority Business Enterprise (MBE) and/or Woman Business Enterprise (WBE) Participation, if proposing an entity certified as both MBE and WBE, the bidder must either (1) enter the participation percentage under MBE or WBE, or must (2) divide the participation between both MBE and WBE. If dividing the participation, do not state the total participation on both the MBE and WBE Participation Commitment tables below. Instead, divide the total participation as proportionately appropriate between the tables below.

6.1 MBE Participation Commitment Table

	Name of Qualified Minority Business Enterprise (MBE) Proposed	Committed Percentage of Participation for MBE	Description of Products/Services to be Provided by MBE
Company 1	<input type="text"/>	<input type="text"/> %	<input type="text"/>
Company 2	<input type="text"/>	<input type="text"/> %	<input type="text"/>
Company 3	<input type="text"/>	<input type="text"/> %	<input type="text"/>
Company 4	<input type="text"/>	<input type="text"/> %	<input type="text"/>
Total MBE Percentage	<input type="text"/>	<input type="text"/> %	<input type="text"/>

6.2 WBE Participation Commitment Table

	Committed Percentage of Participation for WBE
<input type="text"/>	<input type="text"/>

	Name of Qualified Women Business Enterprise (WBE) Proposed		Description of Products/Services to be Provided by WBE
Company 1	<input type="text"/>	<input type="text"/> %	<input type="text"/>
Company 2	<input type="text"/>	<input type="text"/> %	<input type="text"/>
Company 3	<input type="text"/>	<input type="text"/> %	<input type="text"/>
Company 4	<input type="text"/>	<input type="text"/> %	<input type="text"/>
Total WBE Percentage	<input type="text"/>	<input type="text"/> %	<input type="text"/>

7.1 Provide references for three current clients (excluding MCHCP) for whom you are providing the services described in this RFP. If possible, list clients of similar size and needs as MCHCP. We will not contact these references without discussing with you first; however, having information on references is critical.

	Name or Industry	Services provided by your organization	Number of covered lives	Number of years working with your organization
Current Client #1	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Current Client #2	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Current Client #3	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

8.1 Confirm the following have been provided with your proposal. A check mark below indicates they have been uploaded to the Reference Files from Vendor section of the RFP and named appropriately.

- ☐ Q2.13 State of Missouri Certificate of Authority
- ☐ Q2.14 Economic Impact
- ☐ Q4.1 Organizational chart
- ☐ Q5.1 PBM audit report
- ☐ Q5.2 Work samples
- ☐ Q5.3 Work plan

Mandatory Contract Provisions Questionnaire

Bidders are expected to closely read the Mandatory Contract Provisions. Rejection of these provisions may be cause for rejection of a bidder's proposal. MCHCP requires that you provide concise responses to questions requiring explanation. Please note, there is a 1,000 character limit on all textual responses. MCHCP expects that you will provide all explanations within the parameters of this questionnaire.

1.1 Term of Contract: The term of this Contract is for a period not to exceed one year from the date of the award. The submitted price for the contract is a firm, fixed price. All prices are subject to best and final offer which may result from subsequent negotiation.

☐ Confirmed

☐ Not confirmed (please explain)

1.2 Contract Documents: The following documents will be hereby incorporated by reference as if fully set forth within the Contract entered into by MCHCP and the Contractor: (1) Written and duly executed Contract (form of which will be provided and negotiated if necessary prior to award); (2) amendments to the executed Contract; (3) The completed and uploaded Exhibits set forth in this RFP; and (4) This Request for Proposal.

☐ Confirmed

☐ Not confirmed (please explain)

1.3 Breach and Waiver: Waiver or any breach of any contract term or condition shall not be deemed a waiver of any prior or subsequent breach. No contract term or condition shall be held to be waived, modified, or deleted except by a written instrument signed by the parties thereto. If any contract term or condition or application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, condition or application. To this end, the contract terms and conditions are severable.

☐ Confirmed

☐ Not confirmed (please explain)

1.4 Confidentiality: Contractor will have access to private and/or confidential data maintained by MCHCP to the extent necessary to carry out its responsibilities under this Contract. No private or confidential data received, collected, maintained, transmitted, or used in the course of performance of this Contract shall be disseminated by Contractor except as authorized by MCHCP, either during the period of this Contract or thereafter. Contractor must agree to return any or all data furnished by MCHCP promptly at the request of MCHCP in whatever form it is maintained by Contractor. On the termination or expiration of this Contract, Contractor will not use any of such data or any material derived from the data for any purpose and, where so instructed by MCHCP, will destroy or render it unreadable.

☐ Confirmed

☐ Not confirmed (please explain)

1.5 Electronic Transmission Protocols: The contractor and all subcontractors shall maintain encryption standards of 2048 bits or greater for RSA key pairs, and 256 bit session key strength for the encryption of confidential information and transmission over public communication infrastructure. Batch transfers of files will be performed using SFTP or FTPS with similar standards and refined as needed to best accommodate provider configurations (i.e. port assignment, access control, etc.).

☐ Confirmed

☐ Not confirmed (please explain)

1.6 Force Majeure: Neither party will incur any liability to the other if its performance of any obligation under this Contract is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but aren't limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any

governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, and strikes other than by Contractor's or its subcontractor's employees.

☐ Confirmed

☐ Not confirmed (please explain)

1.7 Governing Law: This Contract shall be governed by the laws of the State of Missouri and shall be deemed executed at Jefferson City, Cole County, Missouri. All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri.

☐ Confirmed

☐ Not confirmed (please explain)

1.8 Jurisdiction: All legal proceedings arising hereunder shall be brought in the Circuit Court of Cole County in the State of Missouri.

☐ Confirmed

☐ Not confirmed (please explain)

1.9 Independent Contractor: Contractor represents itself to be an independent contractor offering such services to the general public and shall not represent itself or its employees to be an employee of MCHCP. Therefore, Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, worker's compensation, employee insurance, minimum wage requirements, overtime, etc. and agrees to indemnify, save, and hold MCHCP, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters. Contractor assumes sole and full responsibility for its acts and the acts of its personnel.

☐ Confirmed

☐ Not confirmed (please explain)

1.10 Injunctions: Should MCHCP be prevented or enjoined from proceeding with this Contract before or after contract execution by reason of any litigation or other reason beyond the control of MCHCP, Contractor shall not be entitled to make or assess claim for damage by reason of said delay.

☐ Confirmed

☐ Not confirmed (please explain)

1.11 Integration: This Contract, in its final composite form, shall represent the entire agreement between the parties and shall supersede all prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject matter hereof. This Contract between the parties shall be independent of and have no effect on any other contracts of either party.

☐ Confirmed

☐ Not confirmed (please explain)

1.12 Modification of the Contract: This Contract shall be modified only by the written agreement of the parties. No alteration or variation in terms and conditions of the Contract shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.

☐ Confirmed

☐ Not confirmed (please explain)

1.13 Notices: All notices, demands, requests, approvals, instructions, consents or other communications (collectively "notices") which may be required or desired to be given by either party to the other during the course of this contract shall be in writing and shall be made by personal delivery or by overnight delivery, prepaid, to the other party at a designated address or to any other persons or addresses as may be designated by notice from one party to the other. Notices to MCHCP shall be addressed as follows: Missouri Consolidated Health Care Plan, ATTN: Executive Director, P.O. Box 104355, Jefferson City, MO 65110-4355.

☐ Confirmed

☐ Not confirmed (please explain)

1.14 Ownership: All data developed or accumulated by Contractor under this Contract shall be owned by MCHCP. Contractor may not release any data without the written approval of MCHCP. MCHCP shall be entitled at no cost and in a timely manner to all data and written or recorded material pertaining to this Contract in a format acceptable to MCHCP. MCHCP shall have unrestricted authority to reproduce, distribute, and use any submitted report or data and any associated documentation that is designed or developed and delivered to MCHCP as part of the performance of this Contract.

☐ Confirmed

☐ Not confirmed (please explain)

1.15 Payment: Upon implementation of the undertaking of this Contract and acceptance by MCHCP, Contractor shall be paid as stated in this Contract.

☐ Confirmed

☐ Not confirmed (please explain)

1.16 Rights and Remedies: If this Contract is terminated, MCHCP, in addition to any other rights provided for in this Contract, may require Contractor to deliver to MCHCP in the manner and to the extent directed, any completed materials. In the event of termination, Contractor shall receive payment prorated for that portion of the contract period services were provided to and/or goods were accepted by MCHCP subject to any offset by MCHCP for actual damages. The rights and remedies of MCHCP provided for in this Contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

☐ Confirmed

☐ Not confirmed (please explain)

1.17 Solicitation of Members: Contractor shall not use the names, home addresses or any other information contained about members of MCHCP for the purpose of offering for sale any property or services which are not directly related to services negotiated in this RFP without the express written consent of MCHCP's Executive Director.

☐ Confirmed

☐ Not confirmed (please explain)

1.18 Statutes: Each and every provision of law and clause required by law to be inserted or applicable to the services provided in the Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then on the application of either party the Contract shall be amended to make such insertion or correction.

☐ Confirmed

☐ Not confirmed (please explain)

1.19 Termination Right: Notwithstanding any other provision, MCHCP reserves the right to terminate this Contract at the end of any month by giving thirty (30) days notice.

☐ Confirmed

☐ Not confirmed (please explain)

1.20 Off-shore Services: All services under this Contract shall be performed within the United States. Contractor shall not perform, or permit subcontracting of services under this Contract, to any off-shore companies or locations outside of the United States. Any such actions shall result in the Contractor being in breach of this Contract.

☐ Confirmed

☐ Not confirmed (please explain)

1.21 Compliance with Laws: Contractor shall comply with all applicable federal and state laws and regulations and local ordinances in the performance of this Contract, including but not limited to the provisions listed below.

☐ Confirmed

☐ Not confirmed (please explain)

1.22 Non-discrimination, Sexual Harassment and Workplace Safety: Contractor agrees to abide by all applicable federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Contractor shall establish and maintain a written sexual harassment policy and shall inform its employees of the policy. Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each subcontractor. Any violations of applicable laws, rules and regulations may result in termination of the Contract.

☐ Confirmed

☐ Not confirmed (please explain)

1.23 Americans with Disabilities Act (ADA): Pursuant to federal regulations promulgated under the authority of The Americans with Disabilities Act (ADA), Contractor understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Contract or from activities provided for under this Contract on the basis of such disability. As a condition of accepting this Contract, Contractor agrees to comply with all regulations promulgated under ADA which are applicable to all benefits, services, programs, and activities provided by MCHCP through contracts with outside contractors.

☐ Confirmed

☐ Not confirmed (please explain)

1.24 Health Insurance Portability and Accountability Act of 1996 (HIPAA): Contractor shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and implementing regulations, as amended, including compliance with the Privacy, Security and Breach Notification regulations and the execution of a Business Associate Agreement with MCHCP.

☐ Confirmed

☐ Not confirmed (please explain)

1.25 Contractor shall be responsible for and agrees to indemnify and hold harmless MCHCP from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against MCHCP as a result of Contractor's, or any associate's or subcontractor's of Contractor, failure to comply with paragraphs 1.22, 1.23, 1.24, and 1.25 above.

☐ Confirmed

☐ Not confirmed (please explain)

1.26 Prohibition of Gratuities: Neither Contractor nor any person, firm or corporation employed by Contractor in the performance of this Contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any employee of MCHCP at any time.

☐ Confirmed

☐ Not confirmed (please explain)

1.27 Subcontracting; Subject to the terms and conditions of this section, this Contract shall be binding upon the parties and their respective successors and assigns. Contractor shall not subcontract with any person or entity to perform all or any part of the work to be performed under this Contract without the prior written consent of MCHCP. Contractor may not assign, in whole or in part, this Contract or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of MCHCP. Contractor agrees that any and all subcontracts entered into by Contractor for the purpose of meeting the requirements of this Contract are the responsibility of Contractor. MCHCP will hold Contractor responsible for assuring that subcontractors meet all the requirements of this Contract and all amendments thereto. Contractor must provide complete

information regarding each subcontractor used by Contractor to meet the requirements of this Contract.

☐ Confirmed

☐ Not confirmed (please explain)

1.28 Industry Standards: If not otherwise provided, materials or work called for in this Contract shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations which shall apply.

☐ Confirmed

☐ Not confirmed (please explain)

1.29 Hold Harmless: Contractor shall hold MCHCP harmless from and indemnify against any and all claims for injury to or death of any persons; for loss or damage to any property; and for infringement of any copyright or patent to the extent caused by Contractor or Contractor's employee or its subcontractor. MCHCP shall not be precluded from receiving the benefits of any insurance Contractor may carry which provides for indemnification for any loss or damage to property in Contractor's custody and control, where such loss or destruction is to MCHCP's property. Contractor shall do nothing to prejudice MCHCP's right to recover against third parties for any loss, destruction or damage to MCHCP's property.

☐ Confirmed

☐ Not confirmed (please explain)

1.30 Insurance and Liability: Contractor must maintain sufficient liability insurance, including but not limited to general liability, professional liability, and errors and omissions coverage, to protect MCHCP against any reasonably foreseeable recoverable loss, damage or expense under this engagement. Contractor shall provide proof of such insurance coverage upon request from MCHCP. MCHCP shall not be required to purchase any insurance against loss or damage to any personal property to which this Contract relates. Contractor shall bear the risk of any loss or damage to any personal property in which Contractor holds title.

☐ Confirmed

☐ Not confirmed (please explain)

1.31 Retention of Records: Unless MCHCP specifies in writing a shorter period of time, Contractor agrees to preserve and make available all of its books, documents, papers, records and other evidence involving transactions related to this contract for a period of seven (7) years from the date of the expiration or termination of this contract. Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds seven (7) years. Contractor agrees that authorized federal representatives, MCHCP personnel, and independent auditors acting on behalf of MCHCP and/or federal agencies shall have access to and the right to examine records during the contract period and during the seven (7) year post contract period. Delivery of and access to the records shall be at no cost to MCHCP.

☐ Confirmed

☐ Not confirmed (please explain)

1.32 Access to Records: Upon reasonable notice, Contractor must provide, and cause its subcontractors to provide, the officials and entities identified in this Section with prompt, reasonable, and adequate access to any records, books, documents, and papers that are directly pertinent to the performance of the services. Such access must be provided to MCHCP and, upon execution of a confidentiality agreement, to any independent auditor or consultant acting on behalf of MCHCP; and any other entity designated by MCHCP. Contractor agrees to provide the access described wherever Contractor maintains such books, records, and supporting documentation. Further, Contractor agrees to provide such access in reasonable comfort and to provide any furnishings, equipment, or other conveniences deemed reasonably necessary to fulfill the purposes described in this section. Contractor shall require its subcontractors to provide comparable access and accommodations. MCHCP shall have the right, at reasonable times and at a site designated by MCHCP, to audit the books, documents and records of Contractor to the extent that the books,

documents and records relate to costs or pricing data for this Contract. Contractor agrees to maintain records which will support the prices charged and costs incurred for performance of services performed under this Contract. To the extent described herein, Contractor shall give full and free access to all records to MCHCP and/or their authorized representatives.

☐ Confirmed

☐ Not confirmed (please explain)

1.33 Acceptance: No contract provision or use of items by MCHCP shall constitute acceptance or relieve Contractor of liability in respect to any expressed or implied warranties.

☐ Confirmed

☐ Not confirmed (please explain)

1.34 Termination for Cause: MCHCP may terminate this contract, or any part of this contract, for cause under any one of the following circumstances: 1) Contractor fails to make delivery of goods or services as specified in this Contract; 2) Contractor fails to satisfactorily perform the work specified in this Contract; 3) Contractor fails to make progress so as to endanger performance of this Contract in accordance with its terms; 4) Contractor breaches any provision of this Contract; 5) Contractor assigns this Contract without MCHCP's approval; or 6) Insolvency or bankruptcy of the Contractor. MCHCP shall have the right to terminate this Contract, in whole or in part, if MCHCP determines, at its sole discretion, that one of the above listed circumstances exists. In the event of termination, Contractor shall receive payment prorated for that portion of the contract period services were provided to and/or goods were accepted by MCHCP, subject to any offset by MCHCP for actual damages including loss of any federal matching funds. Contractor shall be liable to MCHCP for any reasonable excess costs for such similar or identical services included within the terminated part of this Contract.

☐ Confirmed

☐ Not confirmed (please explain)

1.35 Arbitration, Damages, Warranties: Notwithstanding any language to the contrary, no interpretation shall be allowed to find MCHCP has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, MCHCP shall not agree to pay attorney fees and late payment charges beyond those available under this Contract, and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.

☐ Confirmed

☐ Not confirmed (please explain)

1.36 Assignment: Contractor shall not assign, convey, encumber, or otherwise transfer its rights or duties under this Contract without prior written consent of MCHCP. This Contract may terminate in the event of any assignment, conveyance, encumbrance or other transfer by Contractor made without prior written consent of MCHCP. Notwithstanding the foregoing, Contractor may, without the consent of MCHCP, assign its rights to payment to be received under this Contract, provided that Contractor provides written notice of such assignment to MCHCP together with a written acknowledgment from the assignee that any such payments are subject to all of the terms and conditions of this Contract. For the purposes of this Contract, the term "assign" shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of any ownership interest in the Contractor provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company. Any assignment consented to by MCHCP shall be evidenced by a written assignment agreement executed by Contractor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of this Contract and to assume the duties, obligations, and responsibilities being assigned. A change of name by Contractor, following which Contractor's federal identification number remains unchanged, shall not be considered to be an assignment hereunder. Contractor shall give MCHCP written notice of any such change of name.

☐ Confirmed

☐ Not confirmed (please explain)

1.37 Compensation/Expenses: Contractor shall be required to perform the specified services at the price(s) quoted in this Contract. All services shall be performed within the time period(s) specified in this Contract. Contractor shall be compensated only for work performed to the satisfaction of MCHCP. Contractor shall not be allowed or paid travel or per diem expenses except as specifically set forth in this Contract.

☐ Confirmed

☐ Not confirmed (please explain)

1.38 Contractor Expenses: Contractor will pay and will be solely responsible for Contractor's travel expenses and out-of-pocket expenses incurred in connection with providing the services. Contractor will be responsible for payment of all expenses related to salaries, benefits, employment taxes, and insurance for its staff.

☐ Confirmed

☐ Not confirmed (please explain)

1.39 Conflicts of Interest: Contractor shall not knowingly employ, during the period of this Contract or any extensions to it, any professional personnel who are also in the employ of the State of Missouri or MCHCP and who are providing services involving this Contract or services similar in nature to the scope of this Contract to the State of Missouri. Furthermore, Contractor shall not knowingly employ, during the period of this Contract or any extensions to it, any employee of MCHCP who has participated in the making of this Contract until at least two years after his/her termination of employment with MCHCP.

☐ Confirmed

☐ Not confirmed (please explain)

1.40 Patent, Copyright, and Trademark Indemnity: Contractor warrants that it is the sole owner or author of, or has entered into a suitable legal agreement concerning either: a) the design of any product or process provided or used in the performance of this Contract which is covered by a patent, copyright, or trademark registration or other right duly authorized by state or federal law or b) any copyrighted matter in any report document or other material provided to MCHCP under this Contract. Contractor shall defend any suit or proceeding brought against MCHCP on account of any alleged patent, copyright or trademark infringement in the United States of any of the products provided or used in the performance of this Contract. This is upon condition that MCHCP shall provide prompt notification in writing of such suit or proceeding; full right, authorization and opportunity to conduct the defense thereof; and full information and all reasonable cooperation for the defense of same. As principles of governmental or public law are involved, MCHCP may participate in or choose to conduct, in its sole discretion, the defense of any such action. If information and assistance are furnished by MCHCP at the Contractor's written request, it shall be at Contractor's expense, but the responsibility for such expense shall be only that within Contractor's written authorization. Contractor shall indemnify and hold MCHCP harmless from all damages, costs, and expenses, including attorney's fees that the Contractor or MCHCP may pay or incur by reason of any infringement or violation of the rights occurring to any holder of copyright, trademark, or patent interests and rights in any products provided or used in the performance of this Contract. If any of the products provided by Contractor in such suit or proceeding are held to constitute infringement and the use is enjoined, Contractor shall, at its own expense and at its option, either procure the right to continue use of such infringement products, replace them with non-infringement equal performance products or modify them so that they are no longer infringing. If Contractor is unable to do any of the preceding, Contractor agrees to remove all the equipment or software which are obtained contemporaneously with the infringing product, or, at the option of MCHCP, only those items of equipment or software which are held to be infringing, and to pay MCHCP: 1) any amounts paid by MCHCP towards the purchase of the product, less straight line depreciation; 2) any license fee paid by MCHCP for the use of any software, less an amount for the period of usage; and 3) the pro rata portion of any maintenance fee presenting the time remaining in any period of maintenance paid for. The obligations of Contractor under this paragraph continue without time limit. No costs or expenses shall be incurred for the account of Contractor without its written consent.

☐ Confirmed

☐ Not confirmed (please explain)

1.41 Tax Payments: Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Contract. MCHCP is exempt from Missouri state sales or use taxes and federal excise taxes for direct purchases. MCHCP makes no representation as to the exemption from liability of any tax imposed by any governmental entity on Contractor.

☐ Confirmed

☐ Not confirmed (please explain)

1.42 Disclosure of Material Events: Contractor agrees to immediately disclose any of the following to MCHCP to the extent allowed by law for publicly traded companies: (*) Any material adverse change to the financial status or condition of Contractor; (*) Any merger, sale or other material change of ownership of Contractor; (*) Any conflict of interest or potential conflict of interest between Contractor's engagement with MCHCP and the work, services or products that Contractor is providing or proposes to provide to any current or prospective customer; and (1) Any material investigation of Contractor by a federal or state agency or self-regulatory organization; (2) Any material complaint against Contractor filed with a federal or state agency or self-regulatory organization; (3) Any material proceeding naming Contractor before any federal or state agency or self-regulatory organization; (4) Any material criminal or civil action in state or federal court naming Contractor as a defendant; (5) Any material fine, penalty, censure or other disciplinary action taken against Contractor by any federal or state agency or self-regulatory organization; (6) Any material judgment or award of damages imposed on or against Contractor as a result of any material criminal or civil action in which Contractor was a party; or (7) Any other matter material to the services rendered by Contractor pursuant to this Contract. For the purposes of this paragraph, "material" means of a nature or of sufficient monetary value, or concerning a subject which a reasonable party in the position of and comparable to MCHCP would consider relevant and important in assessing the relationship and services contemplated by this Contract. It is further understood that in fulfilling its ongoing responsibilities under this paragraph, Contractor is obligated to make its best faith efforts to disclose only those relevant matters which to the attention of or should have been known by Contractor's personnel involved in the engagement covered by this Contract and/or which come to the attention of or should have been known by any individual or office of Contractor designated by Contractor to monitor and report such matters. Upon learning of any such actions, MCHCP reserves the right, at its sole discretion, to terminate this Contract.

☐ Confirmed

☐ Not confirmed (please explain)

1.43 MCHCP's rights Upon Termination or Expiration of Contract: If this Contract is terminated, MCHCP, in addition to any other rights provided under this Contract, may require Contractor to transfer title and deliver to MCHCP in the manner and to the extent directed, any completed materials. MCHCP shall be obligated only for those services and materials rendered and accepted prior to termination.

☐ Confirmed

☐ Not confirmed (please explain)

1.44 Termination by Mutual Agreement: The parties may mutually agree to terminate this Contract or any part of this Contract at any time. Such termination shall be in writing and shall be effective as of the date specified in such agreement.

☐ Confirmed

☐ Not confirmed (please explain)

1.45 Insurance and Liability: Audit Company shall also have professional malpractice insurance of at least two million dollars (\$2,000,000).

☐ Confirmed

☐ Not confirmed (please explain)

**Missouri Consolidated Health Care Plan
Responses to Vendor Questions
2020 Pharmacy Claim Audit RFP
February 11, 2020**

These responses are provided by MCHCP to questions received from potential bidders for the 2020 Pharmacy Claim Audit RFP.

General	Response
1 Exhibit B, Section B2.1.1 indicates that 100% of claims incurred for the audit period will be analyzed for accuracy. From past experience, on average how many claims have the auditors reviewed?	For the commercial plan, approximately 1,000,000. For the Employer Group Waiver Plan program, EGWP, around 500,000.
2 Exhibit B, Section B2.1.2 relates to benefit design. Can MCHCP provide us with the plan benefit package/EOC for CY 2019 for review?	The 2019 State Benefit Guide has been provided as an additional reference document within the DirectPath system. See page 19, for non-Medicare members, and beginning on page 32 for Medicare Prescription Drug Plan; however, these are summarized versions and may be helpful only to gain a general understanding of the overall pharmacy benefit design. Missouri Consolidated Health Care Plan (MCHCP) is governed by the provisions of Chapter 103 of the Revised Statutes of Missouri. Under the law, MCHCP is directed to procure health care benefits for most State employees. Rules and regulations governing the plan can be found by following this link http://www.sos.mo.gov/adrules/csr/current/22csr/22csr.asp . The link may be found under the Introductions and Instructions under the Background Information header. The selected auditor will apply the rules governed and detailed within the provisions of Chapter 103 noted above.
3 Exhibit B, Section B2.1. – Benefit Design. I am assuming that to satisfy this requirement, it would be appropriate to select a sample and test for accuracy. What does MCHCP deem an appropriate sample size for this element?	The previous PBM auditor, TRICAST, indicated in their report that they created an exact model of the benefit plan parameters of MCHCP's pharmacy plans in AccuCAST and systematically re-adjudicated 100% of paid prescription drugs. Benefit plan parameters analyzed included, but were not limited to: • Age and gender • Copay/coinsurance • Day supply maximums • Excluded drugs • Prior authorizations • Quantity limits • Refill limits • Fill-Too-Soon • Zero balance claims. Exceptions that could not be explained were submitted by TRICAST to the PBM for review. From these exceptions, TRICAST provided a total sampling of 199 claims to ESI for review and response. To summarize, the previous auditor re-adjudicated 100% of claims, and then from exceptions noted, provided ESI a sufficient sample from those exceptions. MCHCP expects bidders to specify whether they are testing 100% or a sample.
4 Exhibit B, Section B2.1.3 – Rebate review states that the top 5 manufacturers are to be reviewed for 2 quarters. From past experience, on average, how many NDC's were included for each manufacturer selected?	Unknown. The previous audit report, which has been provided as an additional reference document within the DirectPath system, indicates the amount of rebates analyzed, but does not state the number of NDC's.

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5	Based on MCHCP's contract with ESI, is it safe to assume that the contract has set generic effective rate (GER) and brand effective rate (BER) that must be achieved for each year and if these rates are not achieved, ESI will reimburse MCHCP a certain amount for shortfalls in meeting the effective rate?	Yes, MCHCP has performance guarantees for pass through pricing at retail network average annual discounts for generic, brand, compounds, and specialty. Yes, ESI will pay MCHCP for certain shortfalls. All are outlined in the contract which has been provided as an additional reference document in DirectPath.
6	What has been your experience with obtaining timely information from ESI for audit purposes and has ESI allowed auditors to use their computers for testing while onsite?	ESI has provided information for audit purposes on a timely basis. MCHCP does not know whether ESI's policies or procedures allow auditors to use their computers for testing purposes while on site.
7	Who is the previous auditor that has performed this audit in the past and are they allowed to bid again?	TRICAST, a subcontractor to Claim Technologies, Incorporated performed the most current pharmacy claims audit covering calendar year 2016. Yes, previous contractors are allowed to bid again.
8	What were the prior audit fees?	\$40,000 total. By components: Pharmacy Benefit Design Accuracy Review \$15,000 + Rebate Review \$25,000 = \$40,000. Please note that Claims Pricing (Discount) Accuracy Review is an individual component that is included as a category to review and price for calendar year 2019. MCHCP elected to remove this from the scope of work and pricing in the previous pharmacy claims audit (calendar year 2016).
9	Can you provide an example report that has been issued in the past?	A copy of the 2016 audit report has been provided as a reference file within the DirectPath system.
10	For prior audits, how many auditors have been typically onsite at ESI and for what duration of time?	Unknown.
11	What does MCHCP see as the timing of when the audits will take place and when they anticipate the final report be issued?	Question 15.3 allows potential bidders to provide MCHCP with their expected timelines. MCHCP requires the selected vendor to present their findings in person to the Board of Trustees in Jefferson City, MO. The board typically meets on the fourth Thursday of each month (exceptions: no meetings are currently scheduled for the months of March and November. The final meeting of the year is December 10). All meeting dates are subject to change or cancellation. MCHCP expects a thorough audit on a timely basis and relies on the vendor's expertise and knowledge in providing us their timelines which will become a component of the final contract. Bidders should factor in some time for unanticipated delays.
12	Can you provide a copy of the PBM agreement between ESI and MCHCP in effect for CY 2019?	A copy of the contract with amendments has been provided as a new reference file.
13	Has MCHCP experienced any difficulties obtaining information from ESI since the buyout from Cigna?	No.
14	Are you aware of any changes in adjudication platforms since Cigna acquired ESI?	MCHCP has not experienced any platform changes since the buyout.
15	Are you aware of any changes in the rebate methodology (Rebate Categorization Grids) for CY 2019?	None that we are aware of at this time.

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16	Can you please provide us with the Formulary in effect for January 2019?	The 2019 formulary has been provided as an additional reference document within the DirectPath system. Please note this is an abridged version for the commercial side and only for a date in time. The selected vendor will work with ESI directly to obtain the formularies in effect.
17	Are there limits to the number of characters that can be inserted into Questionnaire response fields in either Excel spreadsheets or DirectPath?	Yes, there is a 1,000 character limit to questionnaire responses.
18	Will MCHCP consider protecting proposal content marked as "Confidential/Proprietary" from release after contract award? If yes, please describe the process that the vendor should use to indicate content to be protected.	MCHCP is a governmental body under Missouri Sunshine Law (Chapter 610 RSMo). Section 610.011 requires that all provisions be "liberally construed and their exceptions strictly construed to promote" the public policy that records are open unless otherwise provided by law. Regardless of any claim by a bidder as to material being proprietary and not subject to copying or distribution, or how a bidder characterizes any information provided in its proposal, all material submitted by the bidder in conjunction with the RFP is subject to release after the award of a contract in relation to a request for public records under the Missouri Sunshine Law (see Chapter 610 of the Missouri Revised Statutes). Only information expressly permitted by the provisions of Missouri's Sunshine Law to be closed – strictly construed – will be redacted by MCHCP from any public request submitted to MCHCP after an award is made. Bidders should presume information provided to MCHCP in a proposal will be public following the award of the bid and made available upon request in accordance with the provisions of state law.
19	The successful contractor will be required to submit a EEO Policy Statement and a copy of their current EEO-1 form. Does this requirement also apply to any subcontractor proposed to be engaged by the successful contractor?	Yes.
20	Please confirm if the audit scope includes commercial and/or Employer Group Waiver Plan program(s).	Yes, both.
21	Would you be able to provide the Service Agreement contract which includes language regarding the audit right(s)?	A copy of the contract with amendments has been provided as a new reference file.

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February 11, 2020**

22	Can you provide a matrix of the subscriber/entities/groups plan designs, clinical programs (i.e. Utilization Management. Quantity Limit Programs), exclusions, etc.? Does the scope request an analysis of the two plan designs in aggregate of all subscribers/entities/groups or are Benefit Design Accuracy Reviews required for each group?	ESI has separate formularies for the commercial plan and for the Employer Group Waiver Plan program, EGWP. For the commercial plan, MCHCP has copayments for the PPO plan and coinsurance for the Health Savings Plan (High Deductible Health Plan). For the EGWP, MCHCP has the same copayment amounts as the commercial side. This covers all state employees with MCHCP coverage. ESI will provide the detail for prescriptions that are subject to preauthorization, quantity limits, and step therapy. Please refer to the answer to a previous question regarding the link that details the benefit plan design. The 2019 State Benefit Guide has been provided as an additional reference document within the DirectPath system. See page 19, for non-Medicare members, and beginning on page 32 for Medicare Prescription Drug Plan; however, these are summarized versions and may be helpful only to gain a general understanding of the overall pharmacy benefit design.
23	Are all subscribers/entities/groups under the same PBM agreement and measured and reconciled together under one contract, or are there separate participating group agreement and/or is each group measured and reconciled separately per the contract?	Only one PBM agreement. There are no separate agreements. The population is not segregated into subgroups.
24	What are the applicable network(s)?	ESI provides mail delivery and has a national network with participating pharmacies for retail. ESI will provide the network to the selected vendor.
25	What are the applicable formulary/ies?	Please refer to a previous answer regarding formularies.
26	Are rebates paid retrospectively or are the applied at the point of sale?	Rebates are paid retrospectively.
27	Is the \$198 million drug spend (plan and member) and net or rebates? If the amount is exclusive of rebates, what is the total rebate amount?	The \$198 million is net pay, does not include member out-of-pocket costs and is before rebates. Manufacturer rebates are approximately \$13 million per quarter.
28	Are the plan(s) considered a "grandfathered" health plan under the Patient Protection and Affordable Care Act (PPACA)?	No.
29	Can you provide a breakout of the applicable member groups by plan (e.g., group, number of lives, annual spend and claim count)?	For the commercial plan, PPO; High Deductible; and Medicare Advantage, approximately 65,000; 12,000, and 41 respectively. For the EGWP, Medicare Advantage; PPO, 16,000 and 89, respectively.
30	Are public entity members included?	No. The scope of work includes state members only.
31	Can MCHCP confirm whether the pharmacy deductible for the Health Savings Account (HSA) Plan is combined with a medical deductible for the HSA plan? If the deductible is combined with medical, what organization will be providing the medical accumulator detail for use in the pharmacy audit?	Yes, the pharmacy deductible is combined with a medical deductible for the Health Savings Account. ESI will provide the medical accumulator for use in the pharmacy claims audit.
32	Is there an operational component (customer service, meeting performance guarantees, etc.) include in the scope of work?	No.

**Missouri Consolidated Health Care Plan
Responses to Vendor Questions
2020 Pharmacy Claim Audit RFP
February 11, 2020**

33	The Scope of Work states "The scope includes claims paid on behalf of MCHCP state members...". Does the scope include non-Medicare and Medicare PDP members, or is it limited to Active employees? The count included in the background information doesn't appear to include retirees.	MCHCP has approximately 93,000 members enrolled in a medical plan. The scope includes non-Medicare and Medicare PDP. Please refer to the answer to a previous question related to member count. \$198 million net pay, does not include member out-of-pocket costs and is before rebates. Manufacturer rebates are approximately \$13 million per quarter.
34	Will MCHCP please provide a copy of its most recent pharmacy audit and any associated results, recoveries, fees, etc.	A copy of the 2016 audit report has been provided as a reference file within the DirectPath system.
35	The last audit of ESI was conducted for the period of January through December, 2016. Will MCHCP please explain why a PBM audit has not been completed since that period?	MCHCP has elected a three year audit cycle, subject to change based on risk factors.
36	What plan year does MCHCP anticipate being in scope for the audit period in this RFP?	Calendar year 2019.
37	Will MCHCP please describe its general experience with pharmacy audits? Our experience is that some payers become frustrated due to "identified potential recoveries versus actual findings and recovery of overpayments".	MCHCP has been satisfied with the past pharmacy audits. MCHCP expects a balanced report.
38	The industry is rapidly moving away from retrospective reviews and toward prepayment review of claims. Would MCHCP consider an ongoing prepayment review of claims for PBMs and rebates?	MCHCP is open to best practices for future consideration.
39	We would like to collaborate on this project with another vendor. Both vendors have service delivery strengths that we believe can generate more value in the output. Is it acceptable to MCHCP that we respond to the RFP questions as a collaboration of experience of both companies?	Yes, if all vendors are engaged in the audit in the represented compacity.
40	As an industry leader, we have identified service areas not described in the RFP that we are confident will maximize value for MCHCP. We would like to describe these services as optional projects for MCHCP to consider. Where in the RFP response should these optional project descriptions be included.	You may upload additional reference documents to DirectPath, though there is no guarantee the documents will be considered in the evaluation.

Questionnaire

Response

1	I noticed under the Vendor information tab in Direct Path 2.13, it states to upload State of Missouri certificate of Authority. We are licensed in the State of California – Good Standing. Are there additional licensing requirements in the State of Missouri or is it sufficient to upload our California Certificate of Good Standing?	The vendor is responsible for determining if there are additional requirements for operating in the State of Missouri for this proposal.
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**Missouri Consolidated Health Care Plan
Responses to Vendor Questions
2020 Pharmacy Claim Audit RFP
February 11, 2020**

MBE-WBE	Response
1 Is MBE/WBE participation mandatory for this contract or is it suggested only?	Each response will be evaluated on the use of MBE and WBE on the contract in its entirety. Bonus points may be awarded on a sliding scale with the evaluation of each proposal.

*Every member.
Every moment.
Health matters.*



MCHCP

my health. my choice. myMCHCP

2019 Benefit Guide

State Members

Your health can be one of the most important things in your life. Knowing what choices you have when it comes to your health care can be difficult. That's where Missouri Consolidated Health Care Plan (MCHCP) can help.

We recognize that each of our members are different and have unique needs. To meet your unique needs, MCHCP offers a variety of options when it comes to health care benefits.

The 2019 MCHCP Benefit Guide will help you understand your benefits and make informed decisions. This booklet outlines the plan options available and explains how each one works.



Medical

(HSA Plan and PPOs)

Page 1 - 18



Prescription

Page 19 - 24



Medicare Advantage

(Medical & Prescription)

Page 25 - 35



Dental

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Vision

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SELF Program

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Strive for Wellness® Incentives

Page 47 - 50



Strive for Wellness® Health Center

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Non-Medicare Medical & Pharmacy Plan Overview						
	Health Savings Account (HSA) Plan		PPO 750 Plan		PPO 1250 Plan	
	Network	Non-Network	Network	Non-Network	Network	Non-Network
Deductible	\$1,650/individual \$3,300/family	\$3,300/individual \$6,600/family	\$750/individual \$1,500/family	\$1,500/individual \$3,000/family	\$1,250/individual \$2,500/family	\$2,500/individual \$5,000/family
Medical Out-of-Pocket Maximum	\$4,950/individual \$9,900/family*	\$9,900/individual \$19,800/family	\$2,250/individual \$4,500/family	\$4,500/individual \$9,000/family	\$3,750/individual \$7,500/family	\$7,500/individual \$15,000/family
Prescription Out-of-Pocket Maximum	Combined with Medical		\$4,150/individual \$8,300/family	No Maximum	\$4,150/individual \$8,300/family	No Maximum
Preventive Services	MCHCP pays 100%	40% coinsurance	MCHCP pays 100%	40% coinsurance	MCHCP pays 100%	40% coinsurance
Office Visit	20% coinsurance	40% coinsurance	20% coinsurance	40% coinsurance	Primary Care or Mental Health: \$25 copayment Specialist: \$40 copayment Chiropractor: \$20 copayment or 50% of total cost of service, whichever is less	40% coinsurance
Urgent Care	20% coinsurance	Network Benefit	20% coinsurance	Network Benefit	\$50 copayment	Network Benefit
Emergency Room	20% coinsurance	Network Benefit	\$250 copayment plus 20% coinsurance	Network Benefit	\$250 copayment plus 20% coinsurance	Network Benefit
Hospital (Inpatient)	20% coinsurance	40% coinsurance	\$200 copayment plus 20% coinsurance	\$200 copayment plus 40% coinsurance	\$200 copayment plus 20% coinsurance	\$200 copayment plus 40% coinsurance
Lab and X-ray	20% coinsurance	40% coinsurance	20% coinsurance	40% coinsurance	20% coinsurance	40% coinsurance
Surgery	20% coinsurance	40% coinsurance	20% coinsurance	40% coinsurance	20% coinsurance	40% coinsurance
Prescription Drugs	Generic: 10% coinsurance Preferred: 20% coinsurance Non-Preferred: 40% coinsurance Reduced costs for certain diabetic drugs and supplies.	Generic and Preferred: 40% coinsurance Non-Preferred: 50% coinsurance	Days' Supply 1-31 days 32-60 days 61-90 days (home delivery) 61-90 days (retail)	Generic \$10 \$20 \$25 \$30	Preferred \$40 \$80 \$100 \$120	Non-Preferred \$100 \$200 \$250 \$300 Specialty \$75 through Accredo - - -

* Any individual family member need only incur a maximum of seven thousand nine hundred dollars (\$7,900) before the plan begins paying one hundred percent (100%) of covered charges for that individual.





Medical Plans Active & Non-Medicare

Selecting the right medical plan is an important decision; one that can impact your finances. It's important to consider how the plans are similar, where they differ in cost, and which one is the right fit for you.

All three of MCHCP's medical plans – the Health Savings Account (HSA) Plan, the PPO 750, and the PPO 1250 – offer the same benefits, such as:

- 100% coverage of preventive care – such as preventive exams, vaccinations, age-specific screenings and much more – when using a network provider.
- Your choice of health care providers, pharmacies and hospitals from a nationwide network, usually at a lower cost to you.

While the benefits are the same in all three medical plans, premium, deductible and out-of-pocket (OOP) costs vary. Because each member has different medical needs, the best plan choice may differ from person to person. Take the time to consider your situation and review this section closely. It may help determine which plan is the right fit for you.





Preventive Services

Preventive services are designed to help identify potential health risks, allowing for early diagnosis and treatment. When done regularly, members not only save valuable time and money, but also experience better overall health outcomes.

Preventive care is covered at one hundred percent (100%) by MCHCP, regardless of your plan or whether you have met your deductible. For benefits to be covered at 100%, they must be supplied by a network provider, billed as routine, without indication of an injury or illness, and meet preventive service guidelines.

Please talk with your provider about which preventive care services and health screenings are the most appropriate for you and your age group, as he or she is your best source of information about your health.

The preventive care benefit includes, but is not limited to:

Adult

- Alcohol Misuse, Screening and Behavioral Counseling
- Colorectal Cancer, Screening
- Depression, Screening
- Diabetes Mellitus, Screening
- Hepatitis C Virus Infection, Screening
- Vaccinations
- Lung Cancer, Screening
- Obesity, Screening
- Preventive Exam, and other services ordered as part of the exam
- Routine lab and X-ray Services
- Skin Cancer, Counseling
- Tobacco Use, Counseling and Interventions
- Tuberculosis, Screening

Men

- Abdominal Aortic Aneurysm, Screening

Women

- BRCA-Related Cancer, Screening
- Breastfeeding, Counseling and Breast Pump
- Breast Cancer, Screening
- Cervical Cancer, Screening
- Osteoporosis, Screening

Children

- Child Exam – including depression, obesity, hearing and vision screenings and immunizations
- Depression in Adolescents, Screening

Naturally Slim®

New in 2019 – Eligible members enrolled in an MCHCP medical plan will be able to take advantage of a weight management and disease prevention program called Naturally Slim. Naturally Slim is a simple online program that will teach you how to lose weight and improve your health while eating the foods you love. It will be covered as a preventive service, so that means no cost to the member! MCHCP non-Medicare plan members aged 18 and older, who meet certain criteria are eligible to learn how to eat to reduce chances of getting a serious disease like diabetes or heart disease and increase an opportunity to live a longer, healthier life.

MCHCP plans cover additional services as preventive care. For specific details, visit our website at **www.mchcp.org**.



HSA Plan

Overview

The Health Savings Account (HSA) Plan is a qualified high-deductible plan that gives access to network providers at a lower cost. You will have a lower or no-cost premium with this plan, when compared to other MCHCP medical plans.

	Network	Non-Network
Preventive Services	MCHCP pays 100%	40% coinsurance
Deductible	\$1,650 Individual \$3,300 Family	\$3,300 Individual \$6,600 Family
Medical OOP Max	\$4,950 Individual \$9,900 Family*	\$9,900 Individual \$19,800 Family
Prescription OOP Max	Combined with Medical	
Medical Services	20% coinsurance	40% coinsurance
Urgent Care	20% coinsurance	Network Benefit
Emergency Room	20% coinsurance	Network Benefit

* Any individual family member need only incur a maximum of seven thousand nine hundred dollars (\$7,900) before the plan begins paying one hundred percent (100%) of covered charges for that individual.

The HSA offers several key advantages:

- **Control:** HSA funds accumulate to pay for IRS-qualified medical expenses, such as doctor and chiropractor fees, dental treatments, hospital bills, prescriptions and more. You decide how to spend it based on your health care needs and budget. Plus, HSA funds roll over from year to year; there is no “use-it-or-lose-it” policy.
- **Flexibility:** You can deposit (as long as you remain eligible) or withdraw money any time. There is a yearly maximum amount for how much you can put in your account.
- **Portability:** You own the HSA funds and may keep them - even if you later change health plans, leave your job or retire.
- **Tax Savings:** There are triple tax savings with an HSA:
 1. You can put away money for qualified medical expenses before taxes are taken out. This means you set aside income-tax-free dollars in an HSA to pay for qualified medical expenses.
 2. Savings in your HSA grow tax-free.
 3. You pay no taxes when you use HSA funds to pay for qualified medical expenses.
- **MCHCP Contribution:** MCHCP will contribute to the HSAs of active employees. MCHCP will contribute \$300 for individual coverage and \$600 for family coverage.

How the HSA Plan Works

1. Active employee opens an HSA through Central Bank in Jefferson City. The bank will distribute a debit card, along with detailed information about the account.
2. Members may contribute to their HSA at any time. MCHCP will make an annual contribution to each active employee’s HSA. Members are also encouraged to fund their account up to the annual limit set by the IRS (see chart on page 10). Active employees may contribute through voluntary payroll deductions. Retirees may contribute by making deposits directly.
3. Members may monitor their account through Central Bank’s website and/or monthly activity statements.
4. When visiting any health care provider or pharmacy, the member may pay for their expenses using HSA funds. No claim forms are required.
5. There are no copayments with the HSA Plan. Members will pay all of their medical and prescription expenses, until the annual deductible is met. The HSA may be used at any time for qualified expenses, as long as sufficient funds are available in the account.
6. Once the deductible is met, members will pay coinsurance on covered expenses until their out-of-pocket maximum is reached. At that time, the plan will begin paying 100% of covered services and prescriptions. See Family Coverage section on page 10.

2019 HSA Annual Contribution Limits

Contributions	Subscriber Only	Subscriber/Spouse Subscriber/Child(ren) Subscriber/Family
IRS Contribution Limit	\$3,500	\$7,000
IRS Contribution Limit (age 55 and older)	\$4,500	\$8,000
MCHCP Contribution (active employee subscribers only)	\$300	\$600
Active subscribers may contribute	\$3,200	\$6,400
Active subscribers may contribute (age 55 and older)	\$4,200	\$7,400

Contribution rules for HSAs are complex. Members should consult a tax advisor about individual circumstances and the maximum annual contribution. MCHCP does not provide individual tax advice.

Family Coverage

If two or more family members are covered in the HSA Plan, the family deductible must be met before the member begins paying applicable coinsurance. One covered family member's expenses may meet the entire family deductible.

Two married active state employees who cover children may meet only one (1) family deductible and out-of-pocket maximum if both are enrolled in the HSA Plan. For example, one spouse covers themselves and their children, while the other spouse covers only themselves. In this example, this family would only have to meet one family deductible (\$3,300), instead of a family deductible (\$3,300) plus a separate individual deductible (\$1,650). The two married state employees must choose this option when enrolling.

Diabetes Self-Management Training/Education

Diabetes self-management training/education has 100% coverage after deductible for four visits, when taught by a Certified Diabetes Educator through a medical network provider. The education services must be ordered by a provider. Additional visits may be covered with 20% coinsurance.

Nutrition Counseling

Members enrolled in the HSA Plan may receive up to six sessions covered at one hundred percent annually with a licensed health care professional (e.g., a registered dietitian) who is in the network or who practices at a network facility without preauthorization, after the deductible is met.

Teladoc®

New in 2019, MCHCP medical plans will include Teladoc® services. Teladoc® provides a convenient and affordable access to board-certified doctors anytime, anywhere. Connect with a doctor by phone or video (mobile app or online) to receive treatment for non-emergency, acute general medical needs within minutes. If it is medically necessary, the Teladoc® doctor can even send a prescription to the pharmacy of your choice! Whether you or a covered dependent are away from home or just can't get to your provider for general illness like the common cold, Teladoc® gives you 24/7/365 access to quality health care when you need it. You will pay no more than \$45 for the Teladoc® visit.

Eligibility

To participate in an HSA Plan, subscribers cannot:

- Be claimed as a dependent on someone else's tax return.
- Be enrolled in another medical plan, including Medicare and TRICARE.
 - If the subscriber is an active employee and Medicare eligible, they must defer Medicare Part A to contribute to the HSA.
 - A member may be enrolled in another qualified high deductible health plan, dental and/or vision plan.
- Have a health care flexible spending account (FSA) [excludes premium-only, Dental/Vision Health Care and dependent care portions] or a health reimbursement account (HRA).
- Have received medical benefits from the Department of Veterans Affairs (VA) at any time during the previous three (3) months, unless the medical benefits received consist solely of disregarded coverage or preventive care.

See information starting on page 19 for prescription drug coverage and coinsurance.

Transitioning from a Flexible Spending Account (FSA) to an HSA

Subscribers cannot be in a health care FSA and be eligible for an HSA at the same time. Subscribers may, however, participate in the HSA and a Dental/Vision Health Care FSA (formerly known as the Limited Scope Health Care FSA).

In order to receive HSA contributions from MCHCP, a subscriber's health care FSA must first have a zero balance. Subscribers with a remaining balance in their health care FSA on December 31 will wait longer to receive their HSA contribution the following year. Subscribers have until April 15 (the following year) to claim expenses through their FSA. MCHCP will make its annual contribution to the HSA in April rather than in January. If a subscriber does not have an outstanding balance in their health care FSA on December 31, MCHCP will make its annual contribution in January.

Deadlines to remember

Date	Description
December 31	FSA must have a zero balance in order to receive the MCHCP HSA contribution in January.
January	MCHCP contribution will be deposited into HSA if FSA has a zero balance on December 31.
March 15	Date of service deadline for any FSA remaining funds to be used for qualified expenses. Funds that are not used by this date will be forfeited.
April	MCHCP contribution will be deposited into HSA if there were remaining FSA funds on December 31.
April 15	Deadline to submit claims for remaining FSA funds. Funds that are not claimed by this date will be forfeited.



PPO 750 Plan

Overview

The PPO 750 Plan is a plan that gives access to network providers at a lower cost. You will have a higher premium with this plan, when compared to other MCHCP medical plans.

	Network	Non-Network
Preventive Services	MCHCP pays 100%	40% coinsurance
Deductible	\$750 Individual \$1,500 Family	\$1,500 Individual \$3,000 Family
Medical OOP Max	\$2,250 Individual \$4,500 Family	\$4,500 Individual \$9,000 Family
Prescription OOP Max	\$4,150 Individual \$8,300 Family	No Maximum
Urgent Care	20% coinsurance	Network Benefit
Emergency Room	\$250 copayment plus 20% coinsurance	Network Benefit
Inpatient	\$200 copayment plus 20% coinsurance	\$200 copayment plus 40% coinsurance
Other Medical Services	20% coinsurance	40% coinsurance

Copayments

Members may pay a copayment for emergency room services, in addition to deductible or coinsurance. This copayment is waived if the member is admitted to the hospital or the services are considered by the medical plan to be a “true emergency.” Even if the copayment is waived, the member will still have to pay any deductible or coinsurance owed for the Emergency Room service. Members also have a \$200 copayment for inpatient services in addition to their coinsurance.

Copayments apply to the out-of-pocket maximum, but not the deductible.

How the PPO 750 Plan Works

1. When visiting a health care provider, the member will pay for their medical expenses out of their pocket until the annual deductible is met. Members visiting an emergency room may also pay a \$250 copayment (see Copayments section above).
2. Once the deductible is met, members will pay coinsurance on covered expenses until their out-of-pocket maximum is reached. At that time, the plan will begin paying 100% of covered services (see Family Coverage section below).
3. Active employees with a health care Flexible Spending Account (FSA) may receive reimbursement for qualified medical expenses by submitting a claim and providing necessary documentation to MOCafe.



See information starting on page 19 for prescription drug coverage and copayments.

Family Coverage

If two or more family members are covered in a PPO plan and one family member reaches the individual deductible or out-of-pocket maximum, the medical plan begins paying claims for the individual. If one or more additional family members meet the individual deductible or out-of-pocket maximum, the medical plan begins paying claims for the entire family.

Two married active state employees who cover children may meet only one (1) family deductible and out-of-pocket maximum if both are enrolled in the PPO 750. For example, one spouse covers themselves and their children, while the other spouse covers only themselves. In this example, this family would only have to meet one family deductible (\$1,500), instead of a family deductible (\$1,500) plus a separate individual deductible (\$750). The two married state employees must choose this option when enrolling.

Diabetes Self-Management Training/Education

Diabetes self-management training/education has 100% coverage for four visits, when taught by a Certified Diabetes Educator through a medical network provider. The education services must be ordered by a provider. Additional visits may be covered with 20% coinsurance.

Nutrition Counseling

Members enrolled in the PPO 750 Plan may receive up to six sessions covered at 100% percent annually with a licensed health care professional (e.g., a registered dietitian) who is in the network or who practices at a network facility without preauthorization.

Teladoc®

New in 2019, MCHCP medical plans will include Teladoc® services. Teladoc® provides a convenient and affordable access to board-certified doctors anytime, anywhere. Connect with a doctor by phone or video (mobile app or online) to receive treatment for non-emergency, acute general medical needs within minutes. If it is medically necessary, the Teladoc® doctor can even send a prescription to the pharmacy of your choice! Whether you or a covered dependent are away from home or just can't get to your provider for general illness like the common cold, Teladoc® gives you 24/7/365 access to quality health care when you need it. You will pay no more than \$45 for the Teladoc® visit.

Flexible Spending Account

The state of Missouri offers Flexible Spending Accounts (FSA), administered by ASI Flex, that you can use to save money on premiums and qualified medical expenses.

All members automatically participate in Premium Only Participation, which allows premiums to be deducted pre-tax. You must opt out of Premium Only Participation if you do not want to participate.

Members covered by a PPO plan may participate in the Health Care FSA and members covered by the HSA Plan may participate in the Dental/Vision FSA. Both allow pre-tax money to be used to pay for certain medical expenses.

Visit www.mocafe.com, or contact ASI Flex at (800) 659-3035 or asi@asiflex.com for more information.



PPO 1250 Plan

Overview

The PPO 1250 Plan is a plan that gives access to network providers at a lower cost. You will have a moderately-priced premium with this plan, when compared to other MCHCP medical plans.

	Network	Non-Network
Preventive Services	MCHCP pays 100%	40% coinsurance
Deductible	\$1,250 Individual \$2,500 Family	\$2,500 Individual \$5,000 Family
Medical OOP Max	\$3,750 Individual \$7,500 Family	\$7,500 Individual \$15,000 Family
Prescription OOP Max	\$4,150 Individual \$8,300 Family	No Maximum
Office Visit	Primary Care or Mental Health: \$25 copayment Chiropractor: \$20 copayment Specialist: \$40 copayment	40% coinsurance
Urgent Care	\$50 copayment	Network Benefit
Emergency Room	\$250 copayment plus 20% coinsurance	Network Benefit
Inpatient	\$200 copayment plus 20% coinsurance	\$200 copayment plus 40% coinsurance
Other Medical Services	20% coinsurance	40% coinsurance

Copayments

Members will pay a copayment for office visits and urgent care. Members may pay a copayment for Emergency Room services in addition to deductible and coinsurance. The Emergency Room copayment is waived if the member is admitted to the hospital or the services are considered by the medical plan to be a “true emergency.” Even if the copayment is waived, the member will still have to pay any deductible or coinsurance owed for the Emergency Room service. Members also have a \$200 copayment for inpatient services in addition to coinsurance.

Copayments apply to the out-of-pocket maximum, but not the deductible.

How the PPO 1250 Plan Works

1. When visiting a health care provider, the member will pay a copayment for each visit. The member will also pay for other medical expenses out of their pocket until the annual deductible is met (see Copayments section above).
2. The office visit copayments cover the visit only. Any lab, X-ray or other services associated with the visit will apply to the deductible and coinsurance.
3. Chiropractor copayment may be less than \$20 if it is more than 50 percent of the total cost of the service.
4. Once the deductible is met, members will continue to pay copayments. However, members will now pay coinsurance on covered expenses until their out-of-pocket maximum is reached. At that time, the plan will begin paying 100% of covered services (see Family Coverage section below).
5. Active employees with a health care Flexible Spending Account (FSA) may receive reimbursement for qualified medical expenses by submitting a claim and providing necessary documentation to MOcafe.

See information starting on page 19 for prescription drug coverage and copayments.

Family Coverage

- If two or more family members are covered in a PPO plan and one family member reaches the individual deductible or out-of-pocket maximum, the medical plan begins paying claims for the individual. If one or more additional family members meet the individual deductible or out-of-pocket maximum, the medical plan begins paying claims for the entire family.
- Two married active state employees who cover children may meet only one (1) family deductible and out-of-pocket maximum if both are enrolled in the PPO 1250. For example, one spouse covers themselves and their children, while the other spouse covers only themselves. In this example, this family would only have to meet one family deductible (\$2,500), instead of a family deductible (\$2,500) plus a separate individual deductible (\$1,250). The two married state employees must choose this option when enrolling.

Diabetes Self-Management Training/Education

Diabetes self-management training/education has 100% coverage for four visits, when taught by a Certified Diabetes Educator through a medical network provider. The education services must be ordered by a provider. Additional visits may be covered with 20% coinsurance.

Nutrition Counseling

Members enrolled in the PPO 1250 Plan may receive up to six sessions covered at 100% percent annually with a licensed health care professional (e.g., a registered dietitian) who is in the network or who practices at a network facility without preauthorization.

Teladoc®

New in 2019, MCHCP medical plans will include Teladoc® services. Teladoc® provides a convenient and affordable access to board-certified doctors anytime, anywhere. Connect with a doctor by phone or video (mobile app or online) to receive treatment for non-emergency, acute general medical needs within minutes. If it is medically necessary, the Teladoc® doctor can even send a prescription to the pharmacy of your choice! Whether you or a covered dependent are away from home or just can't get to your provider for general illness like the common cold, Teladoc® gives you 24/7/365 access to quality health care when you need it. You will pay a \$25 copayment for the Teladoc® visit.





Prescription Drug Plan for Non-Medicare Members

Non-Medicare members automatically receive prescription drug coverage with MCHCP medical plan enrollment. Express Scripts, Inc. (ESI) administers the benefits and offers a broad choice of covered drugs through a nationwide pharmacy network. Subscribers will receive a separate prescription ID card upon enrollment.

Drug Formulary and Exclusions

A drug formulary is a list of FDA-approved generic and brand-name prescription drugs and supplies covered by ESI. ESI places covered drugs into three levels: preferred generic, preferred brand, non-preferred or specialty.

Preferred drugs are covered at a lower cost to you. Non-preferred drugs are covered, but you will pay more than if you choose preferred generic or preferred brand drugs. If your health care provider prescribes a non-preferred drug, discuss preferred alternative options with your provider.

There are some drugs that are not covered. These drugs have a covered alternative option that can be discussed with your provider. In most cases, if you fill a prescription for one of these drugs, you will pay the full retail price. Your provider may request a clinical exception to cover the drug by calling Express Scripts' Prior Authorization Line. Approved exceptions are covered as a non-preferred drug.

If you are in the PPO 750 or PPO 1250 plan and your prescription allows for generic substitution, but you choose a brand name drug, you will pay the generic copayment and the cost difference between the brand-name and generic drug. The difference does not apply to the prescription out-of-pocket maximum.

ESI's preferred formulary list is available on the MCHCP website or by contacting ESI, and can change throughout the year. If you have a question about a drug you take, please call ESI at 800-797-5754.

Brand-for-Generic Substitution Program

The plan will prefer select brand drugs, as decided by ESI, and not cover their higher net-cost generic equivalent. Members will pay the generic copayment for the brand in this program.

Description	HSA Plan	PPO Plans
Retail — Network (Up to 31-day supply)		
Generic	10% coinsurance	\$10 Copayment
Preferred	20% coinsurance	\$40 Copayment
Non-Preferred	40% coinsurance	\$100 Copayment
Retail — Network (32- to 60-day supply)		
Generic	10% coinsurance	\$20 Copayment
Preferred	20% coinsurance	\$80 Copayment
Non-Preferred	40% coinsurance	\$200 Copayment
Retail — Network (61- to 90-day supply)		
Generic	10% coinsurance	\$30 Copayment
Preferred	20% coinsurance	\$120 Copayment
Non-Preferred	40% coinsurance	\$300 Copayment
Home Delivery — Network (61- to 90-day supply)		
Generic	10% coinsurance	\$25 Copayment
Preferred	20% coinsurance	\$100 Copayment
Non-Preferred	40% coinsurance	\$250 Copayment
Retail — Non-Network (Up to 31-day supply)		
Generic	40% coinsurance	\$10 Copayment
Preferred	40% coinsurance	\$40 Copayment
Non-Preferred	50% coinsurance	\$100 Copayment
	Pay full price of prescription and file claim. Members are reimbursed the network discounted amount, less the applicable copayment or coinsurance	
Specialty		
Up to 31-day supply	—	\$75 through Accredo

Home Delivery and Retail Pharmacy

Members taking maintenance medications must decide whether to receive their prescriptions by home delivery or retail pharmacy. The home delivery benefit covers up to a 90-day supply for 2½ copayments.

Members may fill a maintenance prescription twice at a retail pharmacy while they decide. If the member has not notified ESI of their choice by the third fill of the prescription, the member must pay the full network discounted amount for the prescription.

Specialty Medications

Specialty medications are drugs that treat chronic, complex conditions. They require frequent dosage adjustments, clinical monitoring, specialty handling, and are often unavailable at retail pharmacies.

Accredo is ESI's home delivery specialty pharmacy provider. Specialty drugs must be filled through Accredo. If ESI has identified your medication as being needed immediately, you may get the first fill at a retail pharmacy. After that first fill, you must get that specialty medication through Accredo. Members who continue to go to a retail pharmacy will be charged the full discounted price of the specialty drug.



100 Percent Coverage

There are certain medications that MCHCP will cover at 100%, when accompanied by a prescription and filled at a network pharmacy:

- Aspirin, 81mg for women up to age 55 with preeclampsia risk, generic
- Aspirin, for adults 50-59 years of age for the prevention of cardiovascular disease and colorectal cancer, generic
- Birth control, preferred (non-preferred may be covered in limited situations)
- Bowel prep (preferred and OTC), generic
- Fluoride for children aged 6 months through 12 years
- Folic Acid, 400 to 800 mcg/ day for women up to age 50, generic
- Iron Supplement for members aged 6 months through 12 months
- Nicotine replacement therapy, Over-the-Counter (OTC)
- Quit tobacco medications for members aged 18 and over, Preferred
- Statins for adults 40-75 years of age for the prevention of cardiovascular disease, generic low-to-moderate dose, when certain medical criteria are met
- Tamoxifen (generic), Raloxifene (generic) and brand Soltamox (Tamoxifen liquid for patients who have difficulty swallowing Tamoxifen tablets) for the prevention of breast cancer
- Vaccinations recommended by the Advisory Committee for Immunizations Practices (ACIP) of the Centers for Disease Control and Prevention (CDC).

Diabetes Support Services

Members needing diabetic medications or supplies can receive the following:

- Lower prescription copayments/coinsurance (see chart on page 23)
- Preferred glucometer (one per year), and prescribed preferred test strips and lancets covered at 100% for PPO members or 100% after deductible is met for HSA Plan members, when received through a network pharmacy.

HSA Plan Coinsurance for Diabetic Medications			
	Generic	Preferred	Non-Preferred
Network	5% coinsurance	10% coinsurance	20% coinsurance
Non-Network	20% coinsurance	20% coinsurance	25% coinsurance

PPO Plan Copayments for Diabetic Medications			
Supply	Generic	Preferred	Non-Preferred
Up to 31-day	\$5	\$20	\$50
Up to 60-day	\$10	\$40	\$100
Up to 90-day (Home Delivery)	\$12.50	\$50	\$125
Up to 90-day (Retail)	\$15	\$60	\$150

Other Information

Some prescriptions are subject to preauthorization, quantity level limits or step therapy requirements. If you fail to follow requirements, the prescription may not be covered.

If you are covered by a PPO plan and your prescription allows for generic substitution, but you choose a brand name drug, you will pay the generic copayment and the cost difference between the brand-name and generic drug. The difference does not apply to the prescription out-of-pocket maximum.

If ESI determines you are misutilizing drugs, you may be required to fill those drugs at only one pharmacy and you'll be referred to case management for help.

More information about prescription drug coverage can be found on our website at www.mchcp.org.

How the Non-Medicare Prescription Plan Works

1. The member receives a prescription from a health care provider.
2. Fill the prescription. Depending on the medication, members have several options in which to fill their prescriptions:
 - a. Short-term medications can be filled at a retail pharmacy.
 - b. Members taking ongoing, maintenance medications must decide whether they would like to fill it at a retail pharmacy or through ESI's Home Delivery. See section on page 21 for more information.
 - c. Specialty medications must be filled through Accredo, ESI's home delivery pharmacy provider (see Specialty Medications section on page 21 for more information).
3. Pay for prescription. Drug costs are based on the drug tier (generic or preferred brand, or non-preferred) and where the prescription was filled (retail pharmacy or home delivery). PPO Plan members pay a copayment. HSA Plan members pay the full discounted cost of the prescription until the deductible is met. After that, HSA members pay coinsurance (see chart on page 21 for more information).
 - a. Some prescriptions are covered at 100% (see section on page 19 for more information).
4. Members will continue to pay prescription copayments/coinsurance until their out-of-pocket maximum is reached. At that time, the plan will begin to pay 100% of covered expenses. For PPO Plans, the prescription and medical out-of-pocket maximums are separate. For the HSA Plan, the prescription and medical out-of-pocket maximum is combined.



Medicare Advantage Plan for Non-Active Medicare-Eligible Members

MCHCP has selected UnitedHealthcare® to offer a Group Medicare Advantage (PPO) plan for medical coverage and will continue having Express Scripts provide a Medicare Prescription Drug Plan for prescription drug coverage to all Non-Active Medicare-eligible members who are eligible retirees, terminated vested subscribers, or long-term disability subscribers and their eligible dependents who have Medicare. Starting on January 1, 2019, the Medicare Advantage Plan will replace 2018 MCHCP plan coverage.

You will have a UnitedHealthcare® member ID card for medical coverage and an Express Scripts ID card for prescription drug coverage. You will not need to use your Original Medicare card or MCHCP card for your coverage.

Enrolling is easy

Non-Active Medicare-eligible members will be automatically enrolled in the Medicare Advantage Plan.

If you have non Medicare-eligible family members, you will have to choose a non-Medicare MCHCP Plan for them. Read the other sections in this Benefit Guide to learn about those plans. For example:

- If you are Medicare-eligible but your covered spouse and/or covered children are not you will be automatically enrolled in the Medicare Advantage Plan and you will choose a non-Medicare MCHCP Plan for your spouse and/or covered children.
- If you and/or your covered children are not eligible for Medicare but your covered spouse is you will choose a non-Medicare MCHCP Plan for you and/or your children and your spouse will be automatically enrolled in the Medicare Advantage Plan.

If you are Medicare-eligible and do not want the Medicare Advantage Plan

You have the option not to enroll in the Medicare Advantage Plan. If you do not want to be enrolled in this plan, you must return your opt out form to MCHCP no later than October 31, 2018. If you do not return your form by October 31, 2018, you will be automatically enrolled in the Medicare Advantage Plan. Please review your options carefully before choosing not to enroll. If you decide not to enroll in the Medicare Advantage Plan:

- You will lose your medical and prescription drug coverage through MCHCP and you and your dependents will not be able to enroll at a later time.
- If your Medicare covered dependent decides not to enroll, s/he will lose medical and prescription drug coverage through MCHCP and will not be able to enroll at a later time
- If you are a long-term disability subscriber, you will lose your medical and prescription drug coverage through MCHCP and you will not be able to enroll until your retirement date, if applicable.





UnitedHealthcare® Group Medicare-Advantage (PPO)

MCHCP has chosen the UnitedHealthcare® Group Medicare Advantage (PPO) plan for your medical coverage.

The word “Group” means that UnitedHealthcare® designed this plan just for MCHCP. Only eligible Non-Active Medicare-eligible MCHCP members can enroll in this plan.

“Medicare Advantage” is also known as Medicare Part C. These plans have all the benefits of Medicare Part A (hospital coverage) and Medicare Part B (doctor and outpatient care) plus extra programs that go beyond Original Medicare (Medicare Parts A and B).

The UnitedHealthcare® Group Medicare Advantage (PPO) plan is a PPO plan with a Medicare contract. You will have access to the UnitedHealthcare® provider network with nationwide coverage. You can see any provider (network or non-network) at the same cost share, as long as they accept the plan and have not opted out of Medicare.

Once you are enrolled, you will receive a Welcome Packet as well as a member ID card from UnitedHealthcare®. Each member of your family that is eligible to enroll in the UnitedHealthcare® Group Medicare Advantage (PPO) plan is enrolled separately and will get their own packet of information. The packet will have more information about services covered by this plan.

In addition to the medical services, UnitedHealthcare offers special programs, like SilverSneakers®. SilverSneakers® includes access to exercise equipment, classes and more at 14,000+ fitness locations.

Preventive services are covered with no cost sharing. Most other services have copayments. That means you have a set fee and the plan will pay the rest. You do not have to meet deductible before the plan starts paying for these services – you just owe the copayment. For services with coinsurance, you must first meet the deductible before the plan will pay. Once the deductible is met, you will have to pay a 20% coinsurance.



Medicare Advantage Plan Overview		
Description	In-Network Services	Non-Network Services
Annual Medical Deductible (per enrolled member)	\$400 Annual Deductible (only applies to services with coinsurance)	
Is Annual Medical Deductible combined for IN and OUT of network?	Yes	
Annual Medical Out-of-Pocket Maximum	\$2,500	
Is Annual Medical Out-of-Pocket Maximum combined for IN and OUT of network?	Yes	
PHYSICIAN SERVICES - Copayments		
Primary Care Physician Office Visit	\$15	\$15
Specialist Office Visit	\$30	\$30
Virtual Office Visit	\$0	\$0
Telemedicine	\$0	\$0
INPATIENT SERVICES - Copayments		
Inpatient Hospital Stay	\$350 Per Admit	\$350 Per Admit
Skilled Nursing Facility Care	\$0 Per Day, Days 1-20, \$100 Per Day, Days 21-100	\$0 Per Day, Days 1-20, \$100 Per Day, Days 21-100
Inpatient Mental Health in a Psychiatric Hospital	\$350 Per Admit	\$350 Per Admit
OUTPATIENT SERVICES - Copayments		
Outpatient Hospital Services & Surgery	\$100	\$100
Outpatient Mental Health/Substance Abuse (Individual & Group Visit)	\$30	\$30
Partial Hospitalization (Mental Health Day Treatment) per day	\$55	\$55
Comprehensive Outpatient Rehabilitation Facility (CORF)	\$30	\$30
Occupational, Physical and Speech/Language Therapy	\$30	\$30
Cardiac & Pulmonary Rehabilitation	\$30	\$30
Kidney Dialysis	\$0	\$0
MEDICARE-COVERED SPECIALIST VISITS Copayments and Coinsurance		
Chiropractic Visit (Medicare-covered)	\$20	\$20
Podiatry Visit (Medicare-covered)	\$30	\$30
Eye Exam (Medicare-covered) - coinsurance	\$30	\$30
Eyewear (Medicare-covered Frames and Lenses after cataract surgery)	\$0	\$0
Hearing Exam (Medicare-covered)	\$30	\$30
Dental Services (Medicare-covered)	\$30	\$30
AMBULANCE/EMERGENCY ROOM/URGENT CARE - Copayments		
Ambulance Services	\$100	\$100
Emergency Room (Includes Worldwide Coverage)	\$100	\$100
Urgently Needed Care (Includes Worldwide Coverage)	\$50	\$50

Medicare Advantage Plan Overview		
Description	In-Network Services	Non-Network Services
PART B DRUGS AND BLOOD - Coinsurance		
Part B DRUGS - Immunosuppressives, Anti-nausea, Inhalation Solutions, Hemophilia Clotting Factors, Antigens, Outpatient Injectable Medications Administered in a Physician's Office	20%	20%
Chemotherapy Drugs	20%	20%
DURABLE MEDICAL EQUIPMENT (DME) AND SUPPLIES - Coinsurance		
Durable Medical Equipment	20%	20%
Prosthetics	20%	20%
Orthotics	20%	20%
Diabetic Shoes and Inserts	20%	20%
Medical Supplies	20%	20%
Diabetes Monitoring Supplies	\$0	\$0
Insulin Pumps & Supplies	20%	20%
HOME HEALTHCARE AGENCY & HOSPICE		
Home Health Services	\$0	\$0
Hospice (Medicare-covered)	\$0	\$0
PROCEDURES - Copayments		
Clinical Laboratory Services	\$0	\$0
Outpatient X-ray Services	\$25	\$25
Diagnostic Procedure/Test (includes non-radiological diagnostic services)	\$25	\$25
Diagnostic Radiology Service	\$30	\$30
Therapeutic Radiology Service	\$30	\$30
ADDITIONAL BENEFITS/PROGRAMS - Copayments and Coinsurance		
Routine Podiatry - 6 visits per year	\$30	\$30
Routine Chiropractic	\$30	\$30
Routine Eye Exam Refraction - every 12 months	\$30	\$30
Diabetic Eye Exam	\$0	\$0
Routine Hearing Exam for Hearing Aids - Annual	\$30	\$30
Hearing Aid Allowance - includes Digital Hearing Aids	\$5,000 Combined (\$2,500 Per Ear)	
Benefit per ear or combined	\$5,000 Combined (\$2,500 Per Ear)	
Number of Hearing Aids	Unlimited	
Hearing Aid Period	Every Two Years	

This information is not a complete description of benefits. Contact the UnitedHealthcare® Group Medicare Advantage (PPO) plan for more information.

Limitations, copayments, and restrictions may apply.

Plans are insured through UnitedHealthcare Insurance Company or one of its affiliated companies, a Medicare Advantage organization with a Medicare contract. Enrollment in the plan depends on the plan's contract renewal with Medicare.

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Express Scripts Medicare Prescription Drug Plan

The Medicare Prescription Drug Plan is a Medicare Part D Plan with expanded prescription coverage. Express Scripts Medicare Prescription Drug Plan (PDP) administers the benefits.

Eligible members will automatically be enrolled in the Express Scripts Medicare PDP when they enroll in a medical plan. Non-Medicare eligible dependents will remain in the non-Medicare prescription drug plan.

Subscribers will receive a separate prescription ID card upon enrollment.

Network and Coverage

Express Scripts Medicare PDP maintains a nationwide pharmacy network. Members must use the network pharmacies to fill prescriptions. Covered Medicare Part D drugs are available at non-network pharmacies only in special circumstances, such as illness while traveling outside of the plan's service area where there is no network pharmacy. Members may have to pay additional costs for drugs received at non-network pharmacies.

This plan maintains a broad choice of covered drugs through the Medicare PDP formulary. The drug formulary is a list of FDA-approved generic and brand-name prescription drugs and supplies covered by your health insurance plan. ESI places covered drugs into three levels: preferred generic, preferred brand or non-preferred.

Preferred drugs are covered at a lower cost to you. Non-preferred drugs are covered, but you will pay more than if you choose preferred brand or preferred generic drugs. If your health care provider prescribes a non-preferred drug, discuss preferred alternative options with your provider.

If you (and/or your dependents) have Medicare or will become eligible for Medicare in the next 12 months, a federal law gives you more choices about your prescription drug coverage. See page 56-57 for more details.

Beginning on January 1, 2019, Medicare Part B drugs will be covered by the UnitedHealthcare® Group Medicare Advantage (PPO) plan rather than by Express Scripts. Generally, drugs covered under Medicare Part B are drugs you wouldn't usually give to yourself. These include drugs you get at a doctor's office or hospital outpatient setting. A few examples of Part B drugs include vaccinations like flu shots (covered at 100%), drugs used with a DME item, injectable and infused drugs, transplant drugs, and certain oral cancer drugs and anti-nausea drugs. For Medicare covered Part B drugs not covered as a preventive service, you will pay a 20% coinsurance.

There are some drugs that are not covered. These drugs have a covered alternative option that can be discussed with your provider. In most cases, if you fill a prescription for one of these drugs, you will pay the full retail price. Your provider may request a clinical exception to cover the drug by calling Express Scripts' Prior Authorization Line. Approved exceptions are covered as a non-preferred drug.

The formulary list is available on the MCHCP website or by contacting ESI, and can change throughout the year.

Members can fill a prescription from any prescriber at a network pharmacy or through home delivery and may receive up to a 90-day supply of certain maintenance drugs.

Members will receive additional plan information directly from Express Scripts Medicare, including a benefit overview, formulary, pharmacy directory and monthly explanations of benefits.

Description	Tier	Home delivery three-month (90-day) supply	Retail one-month (31-day) supply	Retail two-month (60-day) supply	Retail three-month (90-day) supply
Initial Coverage Stage	Tier 1 Preferred Generic drugs	\$25 copayment	\$10 copayment	\$20 copayment	\$30 copayment
	Tier 2 Preferred Brand drugs	\$100 copayment	\$40 copayment	\$80 copayment	\$120 copayment
	Tier 3 Non-preferred drugs	\$250 copayment	\$100 copayment	\$200 copayment	\$300 copayment
Coverage Gap Stage (Donut Hole)	After annual drug costs reach \$3,820 members will continue to pay the same cost-sharing amount as in the Initial Coverage stage until annual out-of-pocket drug costs reach \$5,100.				
Catastrophic Coverage Stage	<p>After annual out-of-pocket drug costs reach \$5,100, members will pay the greater of 5% coinsurance or:</p> <ul style="list-style-type: none"> A \$3.40 copayment for covered preferred generic drugs (including preferred drugs treated as generics), with a maximum not to exceed the standard copayment during the Initial Coverage Stage. A \$8.50 copayment for all other covered drugs, with a maximum not to exceed the standard copayment during the Initial Coverage Stage. 				

How the Medicare Prescription Drug Plan Works

1. The member receives a prescription from a health care provider.
2. Fill the prescription at a network pharmacy. Depending on the medication, members have several options in which to fill their prescriptions:
 - a. Short-term medications can be filled at a retail pharmacy.
 - b. Members taking ongoing, maintenance medications may decide whether they would like to fill it at a retail pharmacy or through ESI's Home Delivery (see Network and Coverage section on pages 32-34 for more information).
3. Pay for prescription. Copayments are based on the drug tier (preferred generic, brand or non-preferred), the Coverage Stage level (Initial, Coverage Gap or Catastrophic) and where the prescription was filled (retail pharmacy or home delivery). See the chart on page 34 for more information.
 - a. Some prescriptions are covered at 100% (see section on page 22 for more information).
4. Covered Medicare Part D drugs are available at non-network pharmacies only in special circumstances, such as illness while traveling outside of the plan's service area where there is no network pharmacy. Members may have to pay additional costs for drugs received at non-network pharmacies.



TRICARE Supplement Plan

Military members can choose the TRICARE Supplement Plan, administered by Selman & Company, instead of MCHCP medical and pharmacy benefits. The TRICARE Supplement Plan works with TRICARE, the Department of Defense's health benefit program for the military community.

To be eligible, the member must be a non-Medicare active state employee, retiree, terminated vested subscriber or survivor and have TRICARE.

Features include:

- Fully employee paid by pre-tax dollars through payroll deduction
- No deductibles
- No copayments or coinsurance
- Ability to use civilian physicians

A copy of subscriber's military ID is required to enroll in the TRICARE Supplement Plan.

Enrolled subscribers may enroll eligible dependents in the plan. Dependent military IDs must also be submitted, if issued.

For more information about the plan and to determine eligibility, contact Selman & Company.



Dental Plan

Overview

MetLife offers comprehensive dental benefits through a nationwide network of participating providers. These benefits include:

- Diagnostic and preventive care services
- Basic and restorative services
- Major services

How the Dental Plan Works

1. The member may visit a network or non-network provider.
 - a. MetLife offer members cost-control and claim-filing benefits.
 - b. If utilizing a non-network provider, the provider may submit the claim directly to MetLife or request the member to submit a claim form to MetLife. The member may be responsible for any difference in the cost between the dentist's fee and your plan's benefit payment. The out-of-pocket costs will most likely be higher.
2. The cost of the visit will also depend on the type of service the member received.
 - a. Diagnostic and preventive services are covered at 100%.*
 - b. Members receiving basic and restorative or major services must meet a \$50 deductible. Once the deductible is met, members will pay coinsurance (see chart on page 38 for more information).
3. Coverage is limited to \$2,000 per person per calendar year.

* Out of network diagnostic and preventive is covered at 100% of the negotiated fee

The chart below provides a summary of the covered services.

Coverage	Service	You Pay	Note
Diagnostic and Preventive	Examinations Prophylaxes (teeth cleaning) Fluoride Bitewing X-rays Sealants	No deductible 0% coinsurance	Dental exams, X-rays, cleanings and fluoride treatment do not apply to the individual plan maximum
Basic and Restorative	Emergency Palliative Treatment Space Maintainers All Other X-rays Minor Restorative Services (fillings) Simple Extractions	\$50/person deductible 20% coinsurance	X-rays do not apply to the individual plan maximum
Major Services	Prosthetic Device Repair All Other Oral Surgery Periodontics Endodontics Prosthetic devices (bridges, dentures) Major Restorative Services (crowns, inlays, onlays) Implants/Bone Grafts	\$50/person deductible 50% coinsurance	12-month waiting period for major services. The waiting period is waived with proof of 12 months of continuous dental coverage for major services immediately prior to the effective date of coverage in MCHCP's Dental Plan

The cost of dental insurance is paid by the employee/retiree.

Visit the MCHCP website for more information.



Vision Plan

Overview

National Vision Administrators, L.L.C. (NVA) offers vision benefits through a nationwide network of participating providers. Basic and premium plans are offered with specific copayments for services from network providers. Both plans offer allowances for services from non-network providers. These plans do not replace medical coverage for eye disease or injury.

The chart below provides a summary of the copayments and reimbursement rates for the two vision plans.

Benefits	Network	Non-Network
Exams - once every calendar year Two annual exams covered for children up to age 18		
Vision Exam	\$10 copayment	Reimbursed up to \$45
Lenses - once every calendar year; copayment applies to all lens options		
Single-vision lenses (per pair)	\$25 copayment	Reimbursed up to \$30
Bifocal lenses (per pair)	\$25 copayment	Reimbursed up to \$50
Trifocal lenses (per pair)	\$25 copayment	Reimbursed up to \$65
Lenticular lenses (per pair)	\$25 copayment	Reimbursed up to \$100
Polycarbonate lenses (per pair) Applies to children up to age 18	100% coverage	Not covered
Premium Plan Only Standard anti-reflective coating	\$30 copayment	Not covered
Premium Plan Only Standard progressive multifocal	\$50 copayment	Not covered

Benefits	Network	Non-Network
Frames — once every two calendar years; once every calendar year for children up to age 18		
Frames	Basic Plan	
	<p>Up to \$125 retail allowance and 20% discount off remaining balance</p> <p>Up to \$55 Every Day Low Price price point at Wal-Mart or Sam's Club locations (if included in the network). Discount off remaining balance does not apply at Wal-mart or Sam's Club locations.</p>	Reimbursed up to \$70
	Premium Plan	
	<p>Up to \$175 retail allowance and 20% discount off remaining balance</p> <p>Up to \$77 Every Day Low Price price point at Wal-Mart or Sam's Club locations (if included in the network). Discount off remaining balance does not apply at Wal-mart or Sam's Club locations.</p>	Reimbursed up to \$70
Contact Lenses - once every calendar year in place of eye glass lenses		
Elective If member prefers contacts to glasses Retail allowances may be used over multiple visits in the same calendar year.	Basic Plan	
	<p>Up to \$125 retail allowance and 15% discount off conventional or 10% discount off disposable remaining balance</p> <p>Up to \$92 Every Day Low Price price point for contact lenses at Wal-Mart or Sam's Club locations (if included in the network). Discount off remaining balance does not apply at Wal-mart or Sam's Club locations.</p>	Contact lenses reimbursed up to \$105

Benefits	Network	Non-Network
Contact Lenses continued		
Elective If member prefers contacts to glasses Retail allowances may be used over multiple visits in the same calendar year.	Premium Plan	
	Up to \$175 retail allowance and 15% discount off conventional or 10% discount off disposable remaining balance Up to \$129 Every Day Low Price price point for contact lenses at Wal-Mart or Sam's Club locations (if included in the network). Discount off remaining balance does not apply at Wal-mart or Sam's Club locations.	Contact lenses reimbursed up to \$105
Necessary If medically necessary with prior approval from National Vision Administrators, L.L.C. (NVA)	Additional costs covered at 100%	Contact lenses reimbursed up to \$210
Fitting and Evaluation	\$20 copayment for daily contact lenses; \$30 copayment for extended contact lenses; \$50 copayment for specialty contact lenses	Reimbursed up to \$20 for daily contact lenses; \$30 copayment for extended or specialty contact lenses
Other	In Missouri, members may be required to pay the full retail amount and not the negotiated discount amount at certain participating providers.	
EyeEssential Discount Plan	When members exhaust their annual benefits, NVA offers the EyeEssential Discount Plan, which provides significant discounts on materials through participating NVA network providers.	Not covered

Benefits	Network	Non-Network
LASIK Discounts	<p>NVA members will pay a maximum amount for corrective laser surgery:</p> <ul style="list-style-type: none"> Traditional PRK – \$1,500 per eye Traditional LASIK – \$1,800 per eye Custom LASIK – \$2,300 per eye <p>Members may receive additional benefits at LasikPlus locations nationwide:</p> <ul style="list-style-type: none"> Special pricing on select technologies Free initial consultation and comprehensive LASIK vision exam Advanced laser technologies including Wavefront and IntraLase (All-Laser LASIK) Financing options available 	Not covered

Wal-Mart and Sam's Club Example: A member with the Premium Plan chooses a pair of frames at Wal-Mart that cost \$128. The Premium Plan pays \$77, and the member pays the \$51 difference.

How the Vision Plan Works

1. The member may visit a network or non-network provider.
2. If using a network provider, the member will pay a vision exam copayment plus the applicable cost for materials purchased.
 - a. Most lenses and contact lenses have a copayment.
 - b. Members needing frames or elective contact lenses will receive a retail allowance. This allowance varies between the Basic and Premium Vision Plans.
 - c. See the chart on pages 39-42 for more information.
3. If using a non-network provider, the member will be responsible for paying the provider in full, as well as submitting a claim form to NVA. NVA will then reimburse the member up to specific amount. This amount is based on the member's vision plan (Basic or Premium) as well as the service and/or materials purchased. See chart on pages 39-42 for more information.
4. Cost maximums are available to members needing corrective laser surgery through NVA's LASIK discount program.
5. When a member exhausts their annual benefits, they may still receive significant discounts on materials through NVA's EyeEssential Discount Plan.

The cost of vision insurance is paid by the employee/retiree. When receiving services from a network provider, NVA pays the provider directly. When receiving services from a non-network provider, members pay the provider and file the claim. Reimbursement checks for non-network claims may take up to 30 days to process. In Missouri, members may be required to pay the full retail amount and not the negotiated discount amount at certain participating providers.

Visit the MCHCP website for more information.





Strive Employee Life & Family (SELF) Program

Personal problems, planning for big life events or dealing with daily stress can affect your overall well-being. The Strive Employee Life & Family (SELF) program, previously called the Employee Assistance Program (EAP), is here to help. The SELF program, offered through ComPsych, is your place to help reduce stress, improve health and enhance life balance. Plus, the SELF program is offered at no cost to you!

State employees eligible for MCHCP medical coverage and members of their household may use the SELF program 24 hours a day, every day of the year. You and members of your household can keep using the SELF program for 18 months following retirement and through the month after you are laid off. Your household members can use the SELF program for six months after your death.

Local, Private, In-Person Counseling

The SELF program offers behavioral health counseling services to help with everyday issues such as stress, relationships, parenting, grief and loss and substance use. Trained staff will listen to your concerns and refer you to a local counselor for in-person help.

You can get up to six counseling sessions per problem, per year, per person. There is no limit on the number of different problems. Additional counseling sessions may be covered by an MCHCP medical plan.

Money Matters

The SELF program offers FinancialConnect® for phone sessions with a Certified Public Accountant or Certified Financial Planner. These experts can help you with a wide range of money issues, including how to get out of debt, retirement planning, and saving for college.

Legal

The SELF program offers LegalConnect® for phone sessions with an attorney. You can talk with an attorney to ask questions, get legal help and plan next steps. For in-person legal help, LegalConnect® will refer you to a local attorney for a 60-minute session and a 25 percent discount for additional time.

Identity Theft and Fraud Resolution

The SELF program offers IDResources® for a phone session with a fraud resolution specialist and legal and financial experts. You can get a 60-minute session to help with identity theft or fraud and to restore damaged credit.

Everyday Support

The SELF program offers FamilySource® for help with every day issues such as child and elder care, moving and relocation, making major purchases, vacation planning and much more. You can call or go online to get expert help. FamilySource® staff will listen to you and then they take it from there to create a plan for getting the services you need.

This plan will be done within two business days, but could be within 24 hours depending on your needs. Your plan will be sent by e-mail, fax or mailed second day air right to you. The plan will include advice specific to your needs such as:

- At least three local referrals with maps and directions to each
- Specific state-licensing standards for facilities and providers
- Checklists to help review facilities and providers

Online Library of Helpful Tools

The SELF program offers GuidanceResources® Online for more information and advice. This tool includes an on-line library that covers topics such as health, wellness, consumer, family, career, education, as well as legal and finance. You can also use the “Ask a Guidance Consultant” feature to find the information you need.





Strive for ***Wellness*[®] Program**

Strive for Wellness[®], MCHCP's wellness program, is designed to encourage members to get and stay healthy. The program offers voluntary activities, such as quit tobacco and weight management courses, health educator exhibits, an annual 5K event and more.

Strive for Wellness[®] also offers lower medical premiums for participation in the Partnership Incentive and Tobacco-Free Incentive programs. Eligible members can earn the incentives at any time throughout the year.

The Partnership Incentive

The Partnership Incentive of \$25 per month is available to non-Medicare subscribers who do not have the TRICARE Supplement Plan. To receive the Incentive of \$25 per month, members must complete the Partnership Promise, online Health Assessment and Health Education Quiz through their myMCHCP account.

The Incentive begins the first day of the second month after the required steps are completed. Members who complete the required steps before Nov. 30, 2018, will begin receiving the Incentive on Jan. 1, 2019.

For newly eligible members, the Incentive may begin on the same day that medical coverage is effective, so long as the member completes the necessary steps, as described above, within 31 days of their medical coverage effective date. If these required steps are not completed within 31 days of the medical coverage effective date, then the Incentive will begin on the first day of the second month after steps are completed.

Incentive participants may receive a T-shirt upon reporting the completion of an MCHCP-approved health action. Examples of MCHCP-approved health actions include receiving an annual preventive exam, attending two *Strive for Wellness*[®] lunch-and-learns, or walking 1,000,000 steps.

The Tobacco-Free Incentive

The Tobacco-Free Incentive of \$40 per month per person is available to 1) active employee subscribers and their covered spouses and 2) non-Medicare retiree subscribers and their covered non-Medicare spouses.

Qualifying members must be enrolled in an MCHCP medical plan, and not have the TRICARE Supplement Plan.

Members who are tobacco-free, meaning they have not used tobacco in the past three months and will not use tobacco, can complete the Tobacco-Free Promise form.

Members who are NOT tobacco-free can complete the Quit Tobacco Promise form. Members can download the Quit Tobacco Road Map through their myMCHCP account or MCHCP will mail them one. The Quit Tobacco Road Map is a self-help guide with resources and tips to improve chances of quitting.

The Incentive begins the first day of the second month after the required steps are completed. Members who complete the required steps before Nov. 30, 2018, will begin receiving the Incentive on Jan. 1, 2019.

For newly eligible members, the Incentive may begin on the same day that medical coverage is effective, so long as the member completes the necessary steps, as described above, within 31 days of their medical coverage effective date. If these required steps are not completed within 31 days of the medical coverage effective date, then the Incentive will begin on the first day of the second month after the steps are completed.

MCHCP plans include 100% coverage for preferred quit tobacco medications and over-the-counter nicotine replacement therapy with a prescription.

Notice Regarding the *Strive for Wellness*[®] Program

Strive for Wellness[®] is a voluntary program available to active Missouri state employees with Missouri Consolidated Health Care Plan (MCHCP) medical coverage. The *Strive for Wellness*[®] Program is administered according to federal rules permitting employer-sponsored wellness programs that seek to improve employee health or prevent disease, including the Americans with Disabilities Act of 1990, the Genetic Information Nondiscrimination Act of 2008, and the Health Insurance Portability and Accountability Act, as applicable, among others. If you choose to participate in the wellness program you will be asked to complete a voluntary health assessment (HA) that asks a series of questions about your health-related activities and behaviors and whether you have or had certain medical conditions (e.g., diabetes, or heart disease). You are not required to complete the HA.

However, eligible subscribers who choose to participate in the wellness program will receive a premium reduction of \$25 monthly for agreeing to participate in the Partnership Incentive, completing the HA and a Health Education Quiz. Although you are not required to complete the HA or the Health Education Quiz, only employees who do so will receive the Partnership Incentive of \$25 a month.

Partnership Incentive participants can receive a t-shirt for completing a health-related activity such as an annual preventive exam or regularly exercising. If you are unable to participate in any of the MCHCP-approved health-related activities you may be entitled to a reasonable accommodation or an alternative standard. You may request a reasonable accommodation or an alternative standard by contacting MCHCP at 800-487-0771.

The information from your HA will be used to provide you with information to help you understand your current health and potential risks. You are encouraged to share your HA results or concerns with your health care provider.

Protections from Disclosure of Medical Information

MCHCP is required by law to maintain the privacy and security of your personally identifiable health information. Although the *Strive for Wellness*[®] Program and MCHCP may use aggregate

information it collects to design a program based on identified health risks in the workplace, *Strive for Wellness*® will never disclose any of your personal information either publicly or to the employer, except as necessary to respond to a request from you for a reasonable accommodation needed to participate in the *Strive for Wellness*® Program, or as expressly permitted by law. Medical information that personally identifies you that is provided in connection with the *Strive for Wellness*® Program will not be provided to your supervisors or managers and may never be used to make decisions regarding your employment or health benefits.

Your health information will not be sold, exchanged, transferred, or otherwise disclosed except to the extent permitted by law to carry out specific activities related to the *Strive for Wellness*® Program, and you will not be asked or required to waive the confidentiality of your health information as a condition of participating in the *Strive for Wellness*® Program or receiving the Partnership Incentive. Anyone who receives your information for purposes of providing you services as part of the *Strive for Wellness*® Program will abide by the same confidentiality requirements. The only individuals who will have access to your personally identifiable health information are MCHCP Information Technology and Clinical Staff and only if accessing your personally identifiable health information is needed to potentially provide you with services under the *Strive for Wellness*® Program.

In addition, all medical information obtained through the wellness program will be maintained separate from your personnel records, the identity of information stored electronically will be encrypted, and no information you provide as part of the wellness program will be used in making any employment decision. Appropriate precautions will be taken to avoid any data breach, and in the event a data breach occurs involving information you provide in connection with the wellness program, we will notify you immediately.

You may not be discriminated against in employment because of the medical information you provide as part of participating in the *Strive for Wellness*® Program, nor may you be subjected to retaliation if you choose not to participate.

If you have questions or concerns regarding this notice, or about protections against discrimination and retaliation, please contact MCHCP Member Services at 800-487-0771.





Strive for Wellness[®]

Health Center

The *Strive for Wellness*[®] Health Center brings basic health care to active state employee subscribers enrolled in an MCHCP medical plan. The Center offers routine care for common illnesses, basic preventive care, and behavioral health counseling services, at hours designed to fit into a hectic workday. It is conveniently located in Jefferson City's Harry S Truman Building. Parking passes for reserved spaces are available.

Examples of services include:

- Treatment of sinus and ear infections, flu and allergies
- Vaccines such as flu, Hepatitis B and shingles
- Health screenings
- Behavioral health counseling

The office visit fee covers the services for the entire visit and is as follows:

- HSA Plan has a \$45 office visit fee
- PPO plans have a \$15 office visit fee
- Preventive services are covered at 100%

Cash, check or major credit cards are accepted. Payment is due at the time of the appointment.

Health Center services are outside the MCHCP medical plan benefits. Fees do not apply toward the medical plan's deductible or out-of-pocket maximum.

To schedule an appointment, call 573-526-3175 or log in to your myMCHCP account.



Contact Information

Who to Contact

Your plan for:

Claim questions
ID Cards
Specific benefit questions

MCHCP for:

General benefit questions
Eligibility questions
Enrollment questions
Address changes or forms
MCHCPid requests

Medical Plan

UMR
HSA Plan, PPO 750 and PPO 1250
www.umar.com
888-200-1167

Claims Address

PO Box 30787
Salt Lake City, UT 84130-0787

Appeals Addresses

Pre-service and Concurrent Claims
UMR Appeals
PO Box 400046
San Antonio, TX 78229

Post-service Claims
UMR Claims Appeal Unit
PO Box 30546
Salt Lake City, UT 84130-0546

Medical Plan

Aetna
HSA Plan, PPO 750 and PPO 1250
www.aetna.com
800-245-0618

Claims Address

PO Box 14079
Lexington, KY 40512-4079

Appeals Address

Appeals Resolution Team
PO Box 14463
Lexington, KY 40512

Prescription Drug Plan for Non-Medicare Members

Express Scripts, Inc. (ESI)
www.express-scripts.com
800-797-5754
TTY: 866-707-1862

Home Delivery Pharmacy Service

PO Box 66773
St. Louis, MO 63166-6773

Appeals Address

Express Scripts
Attn: Clinical Appeals Department
PO Box 66588
St. Louis, MO 63166-6588
fax: 877-852-4070

Medicare Advantage Plan

UnitedHealthcare®
Group Medicare Advantage (PPO) plan

www.uhcretiree.com/MCHCP
1-844-884-1848

Claims Address

PO Box 30995
Salt Lake City, UT 84130-0995

Appeals Address

P.O. Box 6103, MS CA124-0157
Cypress, CA 90630-0023

Prescription Drug Plan for Medicare Members

Express Scripts Medicare
www.express-scripts.com
866-544-6963
TTY: 800-716-3231

Medicare Home Delivery Pharmacy Service

PO Box 66577
St. Louis, MO 63166-9843

Appeals Address

Express Scripts
Attn: Medicare Clinical Appeals
PO Box 66588
St. Louis, MO 63166-6588
800-935-6103

Accredo Specialty Pharmacy

800-903-8224

TTY: 877-804-9222

MetLife

www.metlife.com/mchcp/

1-800-942-0854

Claims Address

MetLife Dental Claims

PO Box 14588

Lexington, KY 40512

Appeals Address

MetLife Group Claims Review

PO Box 14589

Lexington, KY 40512

Vision Plan

National Vision Administrators,

L.L.C. (NVA)

www.e-nva.com

User Name: mchcp

Password: vision1

877-300-6641

Claims Address

Attn: Claims

PO Box 2187

Clifton, NJ 07015

Appeals Address

Attn: Complaints, Grievances & Appeals

PO Box 2187

Clifton, NJ 07015

Strive for Wellness® Program

Quit Tobacco and Weight Management Programs

www.mchcp.org

Attn: Wellness Department

832 Weathered Rock Court

Jefferson City, MO 65110

Member Services: 573-751-0771

Toll-free: 800-487-0771

Strive for Wellness®

Health Center

www.my.mchcp.org

301 W. High St.

Room 478

Jefferson City, MO

573-526-3175

TRICARE Supplement Plan

Selman & Company

www.selmantricareresource.com/MCHCP

800-638-2610

SELF Program

ComPsych®

www.guidanceresources.com

800-808-2261

Teladoc®

Teladoc® gives you access 24 hours, 7 days a week to a U.S. board-certified doctor through the convenience of phone, video or mobile app visits. Set up your account today so when you need care now, a Teladoc® doctor is just a call or click away.

Aetna

Teladoc.com/Aetna

1-855-Teladoc (835-2362)

UMR

www.teladoc.com

800-835-2362

Nurse Call Lines

All MCHCP medical plan members have access to 24-hour nurse call lines for health-related questions.

If you're unsure whether to go to the doctor for an illness or just want more information about a treatment or condition, registered nurses are on hand all day, every day to help.

To use this service, call your medical plan's nurse line.

UMR NurseLine

888-200-1167

Aetna – Informed Health Line

800-556-1555

Helpful Tips

Websites

Plan websites are provided as a convenience to our members. The inclusion of other websites does not mean MCHCP endorses or is responsible for those websites.

Provider Directories

Participating providers may change during the

Important Notice from Missouri Consolidated Health Care Plan About Your Prescription Drug Coverage and Medicare*

Please read this notice carefully and keep it where you can find it. This notice has information about your current prescription drug coverage with Missouri Consolidated Health Care Plan (MCHCP) and about your options under Medicare's prescription drug coverage. This information can help you decide whether or not you want to join a Medicare drug plan. If you are considering joining, you should compare your current coverage, including which drugs are covered at what cost, with the coverage and costs of the plans offering Medicare prescription drug coverage in your area. Information about where you can get help to make decisions about your prescription drug coverage is at the end of this notice.

There are two important things you need to know about your current coverage and Medicare's prescription drug coverage:

1. Medicare prescription drug coverage became available in 2006 to everyone with Medicare. You can get this coverage if you join a Medicare Prescription Drug Plan or join a Medicare Advantage Plan (like an HMO or PPO) that offers prescription drug coverage. All Medicare drug plans provide at least a standard level of coverage set by Medicare. Some plans may also offer more coverage for a higher monthly premium.
2. MCHCP has determined that the prescription drug coverage offered by MCHCP is, on average for all plan participants, expected to pay out as much as standard Medicare prescription drug coverage pays and is therefore considered Creditable Coverage. Because your existing coverage is Creditable Coverage, you can keep this coverage and not pay a higher premium (a penalty) if you later decide to join a Medicare drug plan.

When Can You Join A Medicare Drug Plan?

You can join a Medicare drug plan when you first become eligible for Medicare and each year from October 15th to December 7th.

However, if you lose your current creditable prescription drug coverage, through no fault of your own, you will also be eligible for a two (2) month Special Enrollment Period (SEP) to join a Medicare drug plan.

What Happens To Your Current Coverage If You Decide to Join A Medicare Drug Plan?

If you decide to join a Medicare drug plan, your current MCHCP coverage will not be affected. Your current coverage pays for other health expenses in addition to prescription drug. If you enroll in a Medicare prescription drug plan, you and your eligible dependents will still be eligible to receive all of your current health and prescription drug benefits.

*This notice applies to Medicare eligible members who are not enrolled in the Express Scripts Medicare Prescription Drug Plan (PDP) through MCHCP.

If you decide to join a Medicare drug plan and drop your current MCHCP coverage, you and your dependents may be able to get your MCHCP coverage back.

When Will You Pay A Higher Premium (Penalty) To Join A Medicare Drug Plan?

You should also know that if you drop or lose your current coverage with MCHCP and don't join a Medicare drug plan within 63 continuous days after your current coverage ends, you may pay a higher premium (a penalty) to join a Medicare drug plan later.

If you go 63 continuous days or longer without creditable prescription drug coverage, your monthly premium may go up by at least 1% of the Medicare base beneficiary premium per month for every month that you did not have that coverage. For example, if you go nineteen months without creditable coverage, your premium may consistently be at least 19% higher than the Medicare base beneficiary premium. You may have to pay this higher premium (a penalty) as long as you have Medicare prescription drug coverage. In addition, you may have to wait until the following October to join.

For More Information About This Notice Or Your Current Prescription Drug Coverage...

Contact MCHCP Member Services for further information at 800-487-0771. NOTE: You'll get this notice each year. You will also get it before the next period you can join a Medicare drug plan, and if this coverage through MCHCP changes. You also may request a copy of this notice at any time.

For More Information About Your Options Under Medicare Prescription Drug Coverage...

More detailed information about Medicare plans that offer prescription drug coverage is in the "Medicare & You" handbook. You'll get a copy of the handbook in the mail every year from Medicare. You may also be contacted directly by Medicare drug plans.

For more information about Medicare prescription drug coverage:

- Visit www.medicare.gov
- Call your State Health Insurance Assistance Program (see the inside back cover of your copy of the "Medicare & You" handbook for their telephone number) for personalized help
- Call 1-800-MEDICARE (1-800-633-4227). TTY users should call 1-877-486-2048.

If you have limited income and resources, extra help paying for Medicare prescription drug coverage is available. For information about this extra help, visit Social Security on the web at www.socialsecurity.gov, or call them at 1-800-772-1213 (TTY 1-800-325-0778).

Remember: Keep this Creditable Coverage notice. If you decide to join one of the Medicare drug plans, you may be required to provide a copy of this notice when you join to show whether or not you have maintained creditable coverage and, therefore, whether or not you are required to pay a higher premium (a penalty).

Discrimination is Against the Law

MCHCP complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. MCHCP does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

MCHCP:

- Provides free aids and services to people with disabilities to communicate effectively with us, such as:
 - o Qualified sign language interpreters
 - o Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provides free language services to people whose primary language is not English, such as:
 - o Qualified interpreters
 - o Information written in other languages

If you need these services, contact Shelley Farris.

If you believe that MCHCP has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with:

Shelley Farris

Director of Benefit Administration
832 Weathered Rock Court, PO Box 104355
Jefferson City, MO 65110
Phone: 800-487-0771
Fax: 866-346-8785
Compliance@mchcp.org

You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, Shelley Farris (Director of Benefit Administration) is available to help you.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at **ocrportal.hhs.gov/ocr/portal/lobby.jsf**, or by mail or phone at:

U.S. Department of Health and Human Services

200 Independence Avenue, SW Room 509F
HHH Building Washington, D.C. 20201
1-800-368-1019, 800-537-7697 (TDD)

ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-800-487-0771 (TTY: 1-800-735-2966).

注意：如果您使用繁體中文，您可以免費獲得語言援助服務。
請致電 1-800-487-0771 (TTY: 1-800-735-2966)。

CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số 1-800-487-0771 (TTY: 1-800-735-2966).

OBAVJEŠTENJE: Ako govorite srpsko-hrvatski, usluge jezičke pomoći dostupne su vam besplatno. Nazovite 1-800-487-0771 (TTY- Telefon za osobe sa oštećenim govorom ili sluhom: 1-800-735-2966).

ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: 1-800-487-0771 (TTY: 1-800-735-2966).

ملحوظة: إذا كنت تتحدث اذكر اللغة، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم 1-800-487-0771 (رقم هاتف الصم والبكم: 1-800-735-2966).

ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-800-487-0771 (телетайп: 1-800-735-2966).

주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-800-487-0771 (TTY: 1-800-735-2966) 번으로 전화해 주십시오.

ATTENTION: Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-800-487-0771 (ATS : 1-800-735-2966).

PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 1-800-487-0771 (TTY: 1-800-735-2966).

Wann du Deutsch schwetzscht, kannscht du mitaus Koschte ebber gricke, ass dihr helft mit die englisch Schprooch. Ruf selli Nummer uff: Call 1-800-487-0771 (TTY: 1-800-735-2966).

توجه: اگر به زبان فارسی گفتگو می کنید، تسهیلات زبانی بصورت رایگان برای شما فراهم می باشد. با (TTY: 1-800-735-2966) 1-800-487-0771 تماس بگیرید.

XIYYEEFFANNAA: Afaan dubbattu Oroomiffa, tajaajila gargaarsa afaanii, kanfaltiidhaan ala, ni argama. Bilbilaa 1-800-487-0771 (TTY: 1-800-735-2966).

ATENÇÃO: Se fala português, encontram-se disponíveis serviços linguísticos, grátis. Ligue para 1-800-487-0771 (TTY: 1-800-735-2966).

ማስታወሻ: የሚናገሩት ቋንቋ ኣማርኛ ከሆነ የትርጉም ጸረጽታ ድርጅቶች፣ በነጻ ሊያግዝዎት ተዘጋጅተዋል፡ ወደ ሚከተለው ቁጥር ይደውሉ 1-800-487-0771 (ሞከማት ለተሳናቸው: 1-800-735-2966)፡፡

Every member.
Every moment.
Health matters.



my health. my choice. myMCHCP

832 Weathered Rock Court

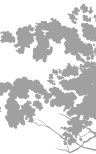
Jefferson City, MO 65101

800-487-0771

573-751-0771



www.mhcp.org
myMCHCP



CLAIMS ADMINISTRATION AUDIT REPORT

**On Behalf of Missouri Consolidated Health Care Plan
Pharmacy Benefit Plans Administered by Express Scripts, Inc.®**

Audit Period: January 1, 2016 through December 31, 2016

Presented to

Missouri Consolidated Health Care Plan

May 9, 2018

Presented by



Subcontractor to



**CLAIM TECHNOLOGIES
INCORPORATED**

PREFACE

This ***Executive Summary*** contains detailed information, findings, and conclusions that the TRICAST, LLC. (TRICAST) audit team has drawn from their Prescription Benefit Management Audit of Express Scripts, Inc.'s (ESI) administration of the Missouri Consolidated Health Care Plan's (MCHCP) Commercial and Employer Group Waiver (EGWP) Plans. The statistics, observations, and findings in this report constitute the basis for the analysis and recommendations. This report is provided to MCHCP, the plan sponsor, and ESI, the pharmacy benefit manager.

The findings in this report were based on data and information MCHCP, as the plan sponsor, and ESI, as the pharmacy benefit manager (PBM) provided to TRICAST and their validity relies upon the accuracy and completeness of that information.

The audit was planned and performed to obtain a reasonable assurance that prescription drug claims were adjudicated per the terms of the contract between the PBM and the plan sponsor as well as the benefit descriptions (summary plan descriptions, plan documents and other communications) approved by MCHCP.

TRICAST is a firm specializing in audit and control of pharmacy benefit plan administration. The statements made by TRICAST in this report relate narrowly and specifically to the overall efficacy of the PBM's policies, processes and systems relative to MCHCP's paid claims during the audit period.

No copies of this document may be made without the express, written consent of MCHCP which commissioned its completion.

TRICAST, LLC.

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INTRODUCTION

Audit Objectives

The objectives of the TRICAST audit of pharmacy benefit management were to determine if:

- ESI accurately administered benefit provisions for both commercial and EGWP plans; and
- Rebates from drug manufacturers were collected and accurately remitted to MCHCP.

Audit Scope

TRICAST's audit encompassed the pharmacy benefit claims administered by ESI for the following audit periods and population of claims and net plan paid:

Benefit Payment Accuracy Review Periods

Audit Period 1/1/2016 through 12/31/2016	
Commercial Plan	
Number Prescription Drug Claims Paid	1,082,350
Net Plan Paid	\$103,435,543
EGWP Plan	
Number Prescription Drug Claims Paid	526,000
Net Plan Paid	\$48,807,265

The audit included the following two components.

1. **Benefit Payment Accuracy Review**
2. **Manufacturer Rebate Audit**

Key findings for each component can be found in the following sections of this report. All work papers and system documentation in support of any finding can be provided to MCHCP upon request.



BENEFIT PAYMENT ACCURACY REVIEW

BENEFIT PAYMENT ACCURACY REVIEW

Benefit Payment Accuracy Review Objective

The objective of the Benefit Payment Accuracy Review was to verify correct adjudication of plan design provisions and quantify potential opportunities for recovery and/or cost savings.

Benefit Payment Accuracy Review Scope

TRICAST created an exact model of the benefit plan parameters of MCHCP's pharmacy plans in AccuCAST and systematically re-adjudicated 100% of paid prescription drugs. Benefit plan parameters analyzed included, but were not limited to:

- Age and gender
- Copay/coinsurance
- Day supply maximums
- Excluded drugs
- Prior authorizations
- Quantity limits
- Refill limits
- Fill-Too-Soon
- Zero balance claims

Benefit Payment Accuracy Review Methodology

After receiving the plan documentation from MCHCP and ESI including copayment and coverage rules, summary plan descriptions, and other plan documents, TRICAST programmed MCHCP's plan design in AccuCAST, our proprietary software. Each claim was re-adjudicated and exceptions were identified. The exceptions were aggregated by category and analysis was conducted by our benefit analysts. Exceptions that could not be explained were submitted to the PBM for review.

TRICAST provided a total sampling of 199 claims to ESI for review and response. Our audit results were based upon those responses. ESI's responses can be made available upon request.

Benefit Payment Accuracy Review Findings

Copayments

Copayments represented the dollar amount required to be paid by the member when a prescription drug was purchased. Our observations and conclusions relative to copayment application for each of the two types of prescription drug plans (commercial and EGWP) are as follows:

Commercial Copayment Plan Analysis (1/1/2016 – 12/31/2016)				
Total Claims	Copays per Plan	Copays Collected	Variance	Variance Percent
1,082,350	\$14,421,037	\$14,421,071	\$34.16	0%

TRICAST submitted 131 commercial claims to ESI that represented potential exceptions to the copayment requirements for the 2016 plan year. ESI provided adequate explanation and documentation for each category of exception which allowed TRICAST to conclude that all copayments were applied correctly *except* in the following situations listed below.

- A patient incorrectly paid a copay of \$54.16 on 12/31/2016 for a medication that was to apply a \$20 copay. ESI confirmed the copay error and the ESI Account Team followed up with MCHCP on the full impact of the error post-audit and communicated remediation efforts.

ESI provided the following initial response:

Claim is incorrect. ESI notes the claim in question incorrectly adjudicated with a \$54.16 mail copay and the mail generic copay of \$20 should have applied. The ESI Account Team will work directly with the client to determine impact and potential adjustments and reimbursement.

The claim was incorrectly adjudicated with the brand co-pay and should have applied a generic \$20 retail copay. This was due to human error as the PA representative incorrectly set-up the prior authorization to apply the brand copay. The prior authorization was corrected in ESI's system.

Final Resolution: ESI reported that this was indeed an isolated issue for one member due to a prior authorization that was on file. The member was mailed a reimbursement check for \$34.16 on 1/26/18.

EGWP Copayment Plan Analysis (1/1/2016 – 12/31/2016)				
Total Claims	Copays per Plan	Copays Collected	Variance	Variance Percent
526,000	\$7,431,282	\$7,431,282	\$0	0.00%

TRICAST submitted 68 EGWP claims to ESI that represented potential exceptions to the copayment requirements for the 2016 plan year. ESI provided adequate explanation and documentation for each category of exception which allowed TRICAST to conclude that all copayments were applied correctly.

Drug Exclusions/Prior Authorizations

Exclusions specify the drugs and products that a plan did not or would not cover unless there was a Prior Authorization (PA). Based on documentation provided by ESI, TRICAST created an exclusion drug list and PA drug list and then re-adjudicated the claims for these non-covered and prior authorized medications. The claim data and documentation provided by ESI allowed TRICAST to confirm that drug exclusions and prior authorizations were administered correctly for both the commercial and EGWP plans.

Administration of Age Rules

Age rules specify that a participant must be within a specific age group for a specific medication to be covered. The claim data and documentation provided by ESI allowed TRICAST to confirm that age rules were administered correctly for both the commercial and EGWP plans.

Administration of Quantity Limits

Quantity limits are included in plans to ensure safety and appropriate utilization. The claim data and documentation provided by ESI allowed TRICAST to confirm that drug exclusions and prior authorizations were administered correctly for both the commercial and EGWP plans.



MANUFACTURER REBATE AUDIT

MANUFACTURER REBATE AUDIT

Manufacturer Rebate Audit Objective

The Manufacturer Rebate Audit provides confirmation that ESI bills and collects rebates appropriately from pharmaceutical manufacturers on behalf of MCHCP.

Manufacturer Rebate Audit Scope

The Manufacturer Rebate Audit verified whether drug manufacturer rebate calculations and payments were accurate and paid in accordance with the contract between MCHCP and ESI for the following timeframes:

- Commercial Q1 and Q2 2016
- EGWP Q1 and Q2 2016

Manufacturer Rebate Audit Methodology

TRICAST rebate specialists reviewed the ESI rebate contracts and used proprietary PharmaCAST® software to compare the contract terms to MCHCP's prescription claims. PharmaCAST reconciled the paid claims data and assessed whether ESI appropriately collected rebates from manufacturers on behalf of MCHCP.

TRICAST rebate specialists went onsite to ESI's St. Louis, MO location to audit the actual manufacturer rebate agreements and amendments for each of the top five pharmaceutical manufacturers against MCHCP's rebate payment report. Manufacturers reviewed were as follows:

Commercial	EGWP
AbbVie	Astra Zeneca
Astra Zeneca	Eli Lilly
Eli Lilly	Johnson & Johnson
Johnson & Johnson	Merck
Sanofi-Aventis	Sanofi-Aventis

TRICAST analyzed the following elements of the manufacturer's rebate contracts:

Base Rebate – Rebate provided under any circumstance.

Market Share Rebate – Additional rebate provided when the manufacturer product performance was compared to competitive drugs in the defined therapeutic class. This definition is manufacturer specific and is typically referred to as market basket. Market share calculations may be compared to national market share; the client/carrier market of a previous quarter; and/or a combination of both, whichever is higher or lower.

Formulary Type – Defined as open, preferred, or closed and has an impact on the base and market share rebate percentages.

Administration Fees – Additional monies retained by ESI from the manufacturers. TRICAST assesses whether these fees were shared with MCHCP or retained by ESI.

Market Share Calculations – Calculations defined by state data or book of business definition of ESI.

Other Fees – Fees identified in the contract or through other documentation for disease management sponsorship, sales quotas, or others received from the pharmaceutical manufacturers or their intermediaries.

Manufacturer Rebate Audit Findings

Using PharmaCAST, the data from the pharmaceutical contracts was compared to the rebate invoices and MCHCP's claims data for claims filled during Q1 and Q2 2016 for both commercial and EGWP lines of business. Rebate analysis results per manufacturer are outlined in the following grids:

Commercial			
Manufacturer	ESI Rebates	TRICAST Verified Rebates	Variance
Abbvie	\$681,468	\$681,468	\$0
Astra Zeneca	\$512,133	\$512,133	\$0
Eli Lilly	\$1,501,846	\$1,501,846	\$0
Johnson & Johnson	\$836,349	\$836,349	\$0
Sanofi-Aventis	\$452,464	\$452,464	\$0
	\$3,984,261	\$3,984,261	\$0

EGWP			
Manufacturer	ESI Rebates	TRICAST Verified Rebates	Variance
Astra Zeneca	\$335,849	\$335,849	\$0
Eli Lilly	\$645,275	\$645,275	\$0
Johnson & Johnson	\$127,987	\$127,987	\$0
Merck	\$360,647	\$360,647	\$0
Sanofi-Aventis	\$302,989	\$302,989	\$0
	\$1,772,746	\$1,772,746	\$0

TRICAST's Manufacturer Rebate Audit shows that ESI billed the 10 pharmaceutical manufacturers in accordance with their contracts for the periods under review. Total rebates billed to the manufacturers and paid to MCHCP showed small variances; however, those variances met or exceeded the minimum owed.

TRICAST concludes that ESI processed and paid rebates to MCHCP in compliance with their contracts with the 10 pharmaceutical manufacturers audited and their agreement with MCHCP.



APPENDIX

PBM RESPONSE

BENEFIT PAYMENT ACCURACY REVIEW

TRICAST submitted 131 commercial claims to ESI that represented potential exceptions to the copayment requirements for the 2016 plan year. ESI provided adequate explanation and documentation for each category of exception which allowed TRICAST to conclude that all copayments were applied correctly *except* in the situations listed below.

- A patient incorrectly paid a copay of \$54.16 on 12/31/2016, for a medication that was to apply a \$20 copay. ESI confirmed the copay error and advises that the ESI Account Team will follow up with MCHCP on full impact of the error post-audit and communicate subsequent remediation efforts. ESI also indicated that this was an isolated issue and that the reimbursement adjustment should be completed by 1/31/18.

ESI provided the following response for the applicable claims provided:

Claim is incorrect. ESI notes the claim in question incorrectly adjudicated with a \$54.16 mail copay and the mail generic copay of \$20 should have applied. The ESI Account Team will work directly with the client to determine impact and potential adjustments and reimbursement.

The claim was incorrectly adjudicated with the brand co-pay and should have applied a generic \$20 retail copay. This was due to human error as the PA representative incorrectly set-up the prior authorization to apply the brand copay. The prior authorization was corrected in ESI's system.

ESI Response

As noted, ESI agrees with the finding noted by Tricast above. The claim in question was adjusted and a check for \$34.16 was mailed to the member on 01/26/2018.

- TRICAST submitted 68 EGWP claims to ESI that represented potential exceptions to the copayment requirements for the 2016 plan year. ESI provided adequate explanation and documentation for each category of exception which allowed TRICAST to conclude that all copayments were applied correctly.

Drug Exclusions/Prior Authorizations

Exclusions specify the drugs and products that a plan did not or would not cover unless there was a Prior Authorization (PA). Based on documentation provided by ESI, TRICAST created an exclusion drug list and PA drug list and then re-adjudicated the claims for these non-covered and prior authorized medications.

The claim data and documentation provided by ESI allowed TRICAST to confirm that drug exclusions and prior authorizations were administered correctly for both the commercial and EGWP plans.

ESI Response

ESI notes that the above is appropriate and accurate, and requires no additional comment by ESI.

Administration of Age Rules

Age rules specify that a participant must be within a specific age group for a specific medication to be covered.

The claim data and documentation provided by ESI allowed TRICAST to confirm that age rules were administered correctly for both the commercial and EGWP plans.

ESI Response

ESI notes that the above is appropriate and accurate, and requires no additional comment by ESI.

Administration of Quantity Limits

Quantity limits are included in plans to ensure safety and appropriate utilization. The claim data and documentation provided by ESI allowed TRICAST to confirm that drug exclusions and prior authorizations were administered correctly for both the commercial and EGWP plans.

ESI Response

ESI notes that the above is appropriate and accurate, and requires no additional comment by ESI.

MANUFACTURER REBATE AUDIT

TRICAST's Manufacturer Rebate Audit shows that ESI billed the 10 pharmaceutical manufacturers in accordance with their contracts for the periods under review. Total rebates billed to the manufacturers and paid to MCHCP showed small variances; however, those variances met or exceeded the minimum owed. TRICAST concludes that ESI processed and paid rebates to MCHCP in compliance with their contracts with the 10 pharmaceutical manufacturers audited and their agreement with MCHCP.

ESI Response

ESI notes that the above is appropriate and accurate, and requires no additional comment by ESI. Express Scripts has completed the research for the findings presented above. The Account Team is available to discuss directly with MCHCP should any questions remain.

This document contains proprietary information and/or data of Express Scripts Holding Company and its subsidiaries and affiliates (hereinafter referred to as "Express Scripts Holding Company"). Recipient, by accepting this document, agrees that it will not duplicate, use, or disclose – in whole or in part – this document, or the information contained therein, or any part thereof to others for any other purpose except as specifically authorized in writing by Express Scripts Holding Company. EXEMPT FROM PUBLIC DISCLOSURE: Information contained herein is confidential information of Express Scripts Holding Company and is exempt from public disclosure under 5 U.S.C. §552 (b). Do not disclose outside of the recipient organization of the United States Government.



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SECOND AMENDMENT TO THE CONTRACT BETWEEN
MISSOURI CONSOLIDATED HEALTH CARE PLAN AND
EXPRESS SCRIPTS, INC., FOR PHARMACY BENEFIT MANAGEMENT SERVICES

This second contract amendment is entered into by and between Missouri Consolidated Health Care Plan ("MCHCP") and Express Scripts, Inc. (hereinafter referred to as "ESI" or "Contractor") for the express purpose of modifying the pricing arrangement and program selections for plan year 2019. This Amendment makes actual changes to Contract No. 01-012017-PBM. This Amendment forms a part of, and modifies, the contract between ESI and MCHCP.

1. Contract Documents. Exhibit 1 incorporated by Paragraph 1.2 (c) is hereby amended as follows:

1.1 The document described as "A proposal to provide Pharmacy Benefit Management Services for Missouri Consolidated Health Care Plan Commercial Plan, Dated May 5, 2016", as amended, is hereby replaced in its entirety with the "A proposal to provide Pharmacy Benefit Management Services 2018 Market Check commercial," Dated July 30, 2018, attached hereto and incorporated by reference as if fully set forth herein.

1.2 The document described as "Medicare Part D, Pharmacy Benefit Management Services Employer Group Waiver Plan Pricing Proposal for Missouri Consolidated Health Care Plan Dated May 5, 2016", as amended, is hereby replaced in its entirety with the "Medicare Part D Pharmacy Benefit Management Services Employer Group Waiver Plan Pricing Proposal for Missouri Consolidated Health Care Plan," Dated July 30, 2018, attached hereto and incorporated by reference as if fully set forth herein.

2. Effective Date. This Amendment shall be effective January 1, 2019.

3. Effect of Amendment. Except as expressly provided herein, all terms and conditions of Contract 01-012017-PBM, as amended, shall remain in full force and effect. In the event of a conflict between this Amendment and Contract 01-0012017-PBM as previously amended, the terms of this Amendment shall prevail.

THE UNDERSIGNED PERSONS REPRESENT AND WARRANT THAT WE ARE LEGALLY FREE TO ENTER THIS AGREEMENT, OUR EXECUTION OF THIS AGREEMENT HAS BEEN DULY AUTHORIZED, AND OUR SIGNATURES BELOW SIGNIFY OUR CONSENT TO BE BOUND TO THE FOREGOING TERMS AND CONDITIONS.

Missouri Consolidated Health Care Plan

By: [Signature]

Title: Executive Director

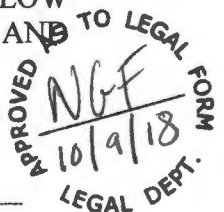
Date: 10/11/2018

Express Scripts, Inc.

By: [Signature]

Title: SVP, SALES & ACCOUNT MANAGEMENT

Date: 10/10/18



A Proposal to Provide
Pharmacy Benefit Management Services

Missouri Consolidated Health Care Plan

Commercial Plan

July 30, 2018

All of the materials in this proposal and any materials subsequently disclosed in any media form that relate to this proposal ("Proposal Materials") are confidential and the sole and exclusive proprietary property of Express Scripts Holding Company, and all rights, titles and interests are vested in Express Scripts. The Proposal Materials are provided to Missouri Consolidated Health Care Plan for your exclusive use, and for the sole purpose, to evaluate Express Scripts prescription-drug program. The Proposal Materials may not be distributed, copied or made available for review or use to any other party. If you use any consultant or other party to review the Proposal Materials, you may divulge the Proposal Materials to them on the condition that each recipient agrees to be bound by the restrictions Express Scripts has placed on the use and disclosure of the Proposal Materials. This disclaimer is applicable to any recipient assisting or participating in the evaluation of these Proposal Materials on behalf of Missouri Consolidated Health Care Plan.

Retail Pharmacy Network and Home Delivery Pricing

Pass Through Pricing at Retail Network (Broad Network)		National Plus Retail Network (1-83 Days Supply)	National Plus Maintenance Retail Pharmacies Network (84-90 Days Supply) ¹	Home Delivery Discounts
Brands	Average Annual Discount Guarantee	Pass-through Guarantee average: 2019: AWP-17.80% 2020: AWP-18.00% 2021: AWP-18.20%	Pass-through Guarantee average: AWP -23.10%	AWP-24.50%
	Average Annual Dispensing Fee/Rx	Pass-through Guarantee average: \$0.65	Pass-through Guarantee average: \$0.00	\$0.00
	Administrative Fee/Rx	\$2.09/Rx	\$2.09/Rx	\$2.09/Rx
Generics	Average Annual Discount Guarantee	Pass-through Guarantee average: 2019: AWP-83.00% 2020: AWP-83.00% 2021: AWP-83.00%		The Lower of AWP-24.50% or MRA Guarantee Average: 2019: AWP-87.00% 2020: AWP-87.00% 2021: AWP-87.00%
	Average Annual Dispensing Fee/Rx	Pass-through Guarantee average: \$0.65	Pass-through Guarantee average: \$0.00	\$0.00
	Administrative Fee/Rx	\$2.29/Rx	\$2.29/Rx	\$2.09/Rx
Compounds		Lesser of U&C or combined AWP plus service fee		Not Applicable

Claims will be processed at the lower of the applicable AWP discount, MRA (if applicable), or U&C (retail only).

Pass Through Pricing at Retail Network		National Plus Retail Network (1-83 Days Supply)	National Plus or National Maintenance Retail Pharmacies Network (84-90 Days Supply) ¹	Home Delivery Discounts
Rebates - Current National Preferred Formulary	Rebate Share	100%	100%	100%
	Manufacturer Administrative Fee Share	100%	100%	100%
	Rebates / Brand Rx All Plan Designs	Greater of 2019: \$168.00 2020: \$195.50 2021: \$231.00 or 100%	Greater of 2019: \$504.00 2020: \$586.50 2021: \$693.00 or 100%	Greater of 2019: \$562.80 2020: \$586.50 2021: \$693.00 or 100%

¹ Certain Participating Pharmacies have agreed to participate in the extended 84-90 days' supply network ("Maintenance Network") for maintenance drugs. The 84-90 days' supply pricing set forth in the table above is applicable only if Sponsor

implements a plan design that requires Members to fill such days' supply at a Maintenance Network Participating Pharmacy (i.e., Sponsor must implement a plan design whereby Members who fill 84-90 days' supply prescriptions at a Participating Pharmacy other than a Maintenance Network Participating Pharmacy do not receive benefit coverage under the Plan for such prescription). If no such plan design is implemented, the pricing for such days' supply will be the same as the 1-83 days' supply pricing set forth in this Agreement, and pricing for an 84-90 days' supply in the table set forth above shall not apply, even if a Maintenance Network Participating Pharmacy is used.

Express Scripts' Specialty Offering

	Participating Pharmacies	Express Scripts Specialty Pharmacy Exclusive
Discount Guarantee	NA	AWP-19.00%*

New to Market Specialty Product Pricing

For the purpose of this proposal, "new-to-market specialty drugs" are defined as follows: a Specialty Drug that: (i) ESI adds to the Specialty List after the Effective Date and (ii) becomes commercially available for dispensing after the Effective Date.

For new-to-market Specialty Drugs, ESI will guarantee a minimum discount of at least AWP less 13.00%. This guarantee excludes limited distribution and exclusive products.

	Participating Pharmacies	Express Scripts Specialty Pharmacy Exclusive
Dispensing Fee/Rx	Pass Through	\$0.00
Administrative Fee/Rx	\$2.09	\$0.00

Specialty Rebate Guarantee		Participating Pharmacies	Express Scripts Specialty Pharmacy Exclusive
Rebates - Current National Preferred Formulary	Rebate Share	100%	100%
	Manufacturer Administrative Fee Share	100%	100%
	Rebates / Brand Rx All Plan Designs	Greater of 2019: \$1,550.00 2020: \$1,650.00 2021: \$1,750.00 or 100%	Greater of 2019: \$1,550.00 2020: \$1,650.00 2021: \$1,750.00 or 100%

Exclusive

Express Scripts' Exclusive specialty offer, is designed to provide clients maximum cost savings and superior patient care. Under this offer, patients obtain all specialty medications through the Express Scripts Specialty Pharmacy at the reimbursement rates set forth in *Appendix A*. Specialty products will not be available through the Express Scripts home delivery pharmacy and will not be available through other pharmacies except for:

- Limited distribution products not available at the Express Scripts Specialty Pharmacy
- Up to two (2) initial courtesy fills for STAT (immediate need or medical necessity) medications
- Overrides for urgent situations.

The current specialty drug list with pricing is provided in *Appendix A*. Note that this list is current as of the date of this proposal. This list will change continually as new specialty drugs enter the market or as the Express Scripts Specialty Pharmacy gains access to additional limited distribution products. On a monthly basis, Express Scripts will communicate new drug additions that occurred throughout the previous month as well as their applicable discount rates.

Pricing does not include home infusion supplies and services unless otherwise noted.

Limited Distribution Drugs

Distribution of a small number of all specialty drugs is limited by the manufacturer to specific pharmacy providers. The drugs, listed in *Appendix A*, are not available through the Express Scripts Specialty Pharmacy. If the Express Scripts Specialty Pharmacy receives a prescription for one of these limited distribution medications, the Express Scripts Specialty Pharmacy will:

- Determine the pharmacy that is able to dispense the medication.
- Validate that the pharmacy is contracted to provide the medication based on the patient's insurance information, and:
 - Work with the patient and prescribing physician to initiate the transfer of the script to the appropriate pharmacy for fulfillment, or
 - Provide the patient and physician with information regarding possible patient assistance programs.

The cost of the medication will be billed through your regular invoice if the medication is a covered product.

Updates

Express Scripts updates the specialty drug lists as new products are introduced to the market or as the Express Scripts Specialty Pharmacy gains access to additional limited distribution drugs. Express Scripts provides a monthly notice of added drugs. Pricing for these new products will be determined by Express Scripts, and MCHCP will have the option of covering the medication.

The full current list is always available on request from your account team.

Express Scripts' Inflation Protection Program

1. Inflation Protection Program. Under the program, ESI will pay to Sponsor \$2.00 per formulary brand drug claim for the commercial population (the "Sponsor Inflation Payment"). Subject to the conditions set forth herein, ESI shall pay Sponsor the Sponsor Inflation Payment within approximately one hundred and eighty (180) days following the end of each calendar quarter for utilization occurring during such quarter. Non-formulary claims will be excluded.

2. Terms and Conditions of the Inflation Protection Program

- 2.1. If Sponsor makes material changes to its Formulary or benefit design that negatively impact ESI's ability to control inflation relative to Sponsor's Formulary drug mix, then ESI reserves the right to make an equitable adjustment to the Sponsor Inflation Payment.
- 2.2. The following claims will be excluded from all calculations related to the Inflation Protection Program: Medicare claims, Medicaid claims, any other government health care program claims, OTCs, member submitted claims, subrogation claims, compounds, Generic Drugs, claims submitted by Sponsor owned, in-house, or on-site pharmacies, 340B claims, claims submitted through a 100% member cost-share program, biosimilar products, drugs where the quantity or packaging has been changed by the manufacturer from the past year, and drugs for which there was no utilization in the calendar year prior to the calendar year for which the Inflation Guarantee payment is being determined.
- 2.3. ESI's Inflation Protection Program, and the underlying economics, is separate and apart from, any Rebates/Total Rebates paid to Sponsor and the amounts described above will be paid to Sponsor in addition to any Rebate/Total Rebate payments to which Sponsor is entitled. ESI contracts for inflation payments from manufacturers for its own account and ESI may realize positive margin between amounts paid to Sponsors and amounts received from pharmaceutical manufacturers. Conversely, ESI may realize negative margin if inflation payments from manufacturers are less than payments due to Sponsor. Sponsor will not be entitled to receive any amounts related to drug price inflation or a related guarantee other than as set forth above.
- 2.4. No payments will be made to Sponsor unless Sponsor has an executed PBM agreement with ESI.
- 2.5. 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.

Oncology Care Value Program

- I. MCHCP may receive a credit, as defined below, through the Oncology Care Value program provided all requirements, terms and conditions are satisfied.
- II. Patient/Client Requirements
 - A. MCHCP's pharmacy network must be set to exclusive Accredo for all oncology drugs, when Accredo has access to the oncology drug, with no courtesy fills allowed at any other pharmacy.
 - B. MCHCP must accept applicable drug preference requirements at the indication level and formulary status updates to qualify for applicable discounts at Accredo.
 - C. MCHCPs must accept automatic updates and/or enhancements to the program to continue to qualify for applicable discounts at Accredo.

- D. Express Scripts must manage MCHCP's PA process.
- E. Claims for which MCHCP overrides the applicable PA criteria will not be eligible for, or included in, any portion of the program.
- F. If MCHCP participates in the program, MCHCP will be eligible for additional discounts or credits, which will be paid out on an annual basis for all specified oncology products dispensed at Accredo. The list of products, and their associated discount rates or credit value, will be provided to MCHCP upon request and will be reflected in the invoices sent to MCHCP. The list of specified products (and their associated discounts) may be updated by ESI from time to time upon notice to MCHCP.
- G. As part of the Oncology Care Value Program, Express Scripts will provide Sponsor with participation in Express Scripts' Pharmacogenomic Testing program ("Testing Services"). Testing Services are optional for patients and are ordered at the discretion of the patient's physician. Results are used by the patient's physician to assess a patient's response to therapy. Express Scripts may receive additional discounts from pharmaceutical manufacturers based on Sponsor's eligible utilization of Oncology Products by eligible OCV patients in connection with the OCV Program (the "OCV Pharma Value"). All OCV Pharma Value will be distributed to Sponsor as part of the OCV Program; however Sponsor agrees to allow Express Scripts to deduct an amount equal to the fair market value that Sponsor would have been charged for the Testing Services from the OCV Pharma Value. Participation in the Pharmacogenomic Testing program is not conditioned upon Sponsor making any benefit design changes.

III. General Terms

- A. Express Scripts reserves the right to terminate or modify the program at any time.
- B. No payments will be made to MCHCP unless MCHCP has an executed PBM agreement with MCHCP.
- C. Medicare, Medicaid, and other government health care program claims will be excluded from the program.
- D. 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 MCHCP hereunder as retrospective discounts on the price of the product paid by MCHCP. ESI will fully and accurately report such discounts on the payment advice submitted to MCHCP. ESI hereby informs MCHCP that Sponsor 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 MCHCP in any such disclosure requirements. MCHCP may be required to provide information on the discount furnished to MCHCP 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.

Hepatitis Cure Value (HCV) Program

- I. MCHCP may receive an additional discount, as defined below, through the HCV Program provided all requirements, terms and conditions are satisfied.
- II. Definitions
 - A. "Hepatitis C Products" means those products listed on the HCV Program product list, which will be provided to Sponsor upon request. The HCV Program product list may be

updated from time to time by Express Scripts. Only products with a labeled indication for the treatment of Hepatitis C or products with significant clinical documentation supporting their use in the treatment of Hepatitis C may be included on the HCV Program product list. Newly launched products with a labeled indication for the treatment of Hepatitis C may be added to the HCV Program product list. Hepatitis C Products do not include drugs or products to which Accredo does not have access.

- B. "Preferred Hepatitis C Products" means those Hepatitis C Products listed on the HCV Program product list are identified as being eligible for additional discounts under the HCV Program. A list of Preferred Hepatitis C Products and applicable additional discounts will be provided to Sponsor upon request. The list of Preferred Hepatitis C Products may be updated from time to time by Express Scripts. Only Preferred Hepatitis C Products are eligible for additional discounts.

III. Patient/Client Requirements

- A. MCHCP's benefit design must be set to exclusive Accredo for Hepatitis C Products (including but not limited to Preferred Hepatitis C Products) with no courtesy fills allowed at any other pharmacy. If MCHCP's plan design is not set-up in accordance with this requirement, MCHCP hereby directs ESI to update its plan design to comply with this requirement.
- B. MCHCP must be enrolled in Express Script's National Preferred Formulary, or a clone thereof, or utilization management programs that drive preference for the applicable Hepatitis C Products. If MCHCP does not meet these requirements, MCHCP agrees to adopt the required utilization management programs. If at any time MCHCP does not meet these requirements, MCHCP is not eligible for participation in the HCV Program and will be disenrolled as soon as reasonably practicable and will not be eligible for additional discounts.
- C. MCHCP's Prior Authorization criteria for Preferred Hepatitis C Products must not have Metavir score requirements.
- D. Claims for which MCHCP overrides the applicable PA criteria will be excluded from all components of the program.
- E. The Program does not apply to patients receiving therapy for off-label indications.

IV. Terms specific to Additional Discount

An additional discount will apply to claims for Preferred Hepatitis C Products filled through Accredo. The additional discount may be modified or discontinued by Express Scripts upon notice to Sponsor. The additional discount is only applicable to Preferred Hepatitis C Products claims and does not apply to Ribavirin or any other therapies used by patient.

V. General Terms

- A. The total value to be provided to MCHCP, on a benefit plan by benefit plan basis, from rebates (if applicable) and the Additional Discount on Viekira Pak/XR shall not exceed 60% of the total, aggregated amount of WAC (Wholesale Acquisition Cost) attributable to the MCHCP's Viekira Pak claims for the applicable year. A benefit plan will be defined based on MCHCP's level of enrollment in the program.
- B. Express Scripts reserves the right to terminate or modify the program at any time.
- C. Medicare, Medicaid, and other government health care program claims will be excluded from the program.
- D. 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 MCHCP hereunder as retrospective discounts on the price of the product paid by MCHCP. ESI will fully and accurately report such discounts on the payment advice submitted to MCHCP. ESI hereby informs MCHCP that MCHCP 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 MCHCP in any such disclosure requirements. MCHCP may be required to provide information on the discount furnished to MCHCP 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.

Cholesterol Care Value Program.

There are two components of the Cholesterol Care Value Program:

- A PCSK9 PMPY Cost Cap
- An Additional Discount on PCSK9 products

Patient/Client Requirements

- MCHCP's benefit design will be set to exclusive Accredo for PCSK9 inhibitors with no courtesy fills allowed at any other pharmacy.
- MCHCP must utilize the Express Scripts CCV Prior Authorization criteria for PCSK9 inhibitors.
- Clients must be enrolled in Express Scripts' National Preferred Formulary or have the Express Scripts step therapy edit that aligns with program.
- Express Scripts must manage MCHCP's prior authorization process.
- Claims for which MCHCP overrides ESI's PA criteria will not be eligible to be included in the program.
- The Program does not apply to patients receiving therapy for off-label indications.

Terms Specific to PCSK9 PMPY Cost Cap

- Only Praluent utilization while MCHCP is enrolled in the Cholesterol Care Value Program will count towards the PMPY cost cap. Only utilization while the patient is covered by MCHCP will apply.
- The PMPY Cap may be adjusted if there are significant changes to the FDA approved labels for Praluent (or any future PCSK9 Inhibitors). ESI may adjust the PMPY cap if outcomes trials are released that materially change prescriber behavior. ESI may also adjust the cap if the number of MCHCP's members enrolled in the program drops below 1,000.
- ESI will provide MCHCP with a credit, dollar for dollar, to the extent that MCHCP's actual PCSK9 spend (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: MCHCP's actual ingredient cost billed for Praluent for the calendar year, less any rebates or discounts paid (if applicable) divided by the average CCV Program enrollment in MCHCP's plans during the calendar year.
- The PMPY cost cap is only applicable to Praluent claims and does not include the cost of any other therapies used by the patient, including statin therapy.
- The total value to be paid to MCHCP under PCSK9 Cost Cap will not exceed 65% of AWP of the PCSK9 products dispensed to MCHCP's members.
- The PMPY Cost Cap will apply only to claims dispensed after all prior authorization criteria are implemented for MCHCP's plans.

Terms Specific to Additional Discount on PCSK9 Inhibitors

- MCHCP will receive an additional discount of 4.165% off AWP on all Praluent claims dispensed at Accredo. These discounts will apply to claims filled through Accredo, effective 7/1/18.

General Terms

- Payments for eligible patients will be made annually and Express Scripts will make reasonable efforts to provide payment by 3/31 of the following year. Reimbursement will occur no more than once per year.
- Express Scripts reserves the right to terminate or modify the program at any time.
- Express Scripts may receive additional discounts from pharmaceutical manufacturers to help fund the enhanced client pricing and risk assumed by Express Scripts under the program. Express Scripts reserves the right to retain any such discount received from pharmaceutical manufacturers in excess, if any, of payments due to MCHCP 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).
- No payments will be made to MCHCP unless MCHCP has an executed PBM agreement with MCHCP.
- 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 MCHCP hereunder as retrospective discounts on the price of the product paid by MCHCP. ESI will fully and accurately report such discounts on the payment advice submitted to MCHCP. ESI hereby informs MCHCP 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 MCHCP in any such disclosure requirements. MCHCP may be required to provide information on the discount furnished to MCHCP 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.
- If your organization was not enrolled in this program for 2017, but will be enrolled for 2018, we will communicate an implementation date separately, which may be after January 1, 2018.

Generic Dispensing Rate Guarantee

The following is an example of the Generic Dispensing Rate (GDR) Guarantee Express Scripts is proposing for MCHCP's commercial business.

Proposed Generic Dispensing Rate Guarantees

	Contract Year 2017	Contract Year 2018 increment*	Contract Year 2019 increment*	Contract Year 2020 increment*	Contract Year 2021 increment*
Retail GDR	89.0%	+0.15%	+0.10%	+0.10%	+0.10%
Mail GDR	88.5%	+0.15%	+0.10%	+0.10%	+0.10%

* The generic dispensing rate guaranteed percentage in contract years two, three, four and five will be set to the previous year's actual generic dispensing rate plus the increment guaranteed for retail and mail in the table above.

Calculation of Generic Dispensing Rates and Penalty

Retail and mail generic dispensing rates by contract year will be calculated as total retail non-specialty generic claims divided by total non-specialty retail claims, and total mail non-specialty generic claims divided by total non-specialty mail claims.

The total dollar penalty in any contract year reflects the generic dispensing rate shortfall for that contract year (retail or mail), the actual claim volume for that year (retail or mail), and a penalty factor for that contract year (retail or mail). Specifically, the penalty will be calculated as the generic dispensing rate shortfall (if any) times the actual claim volume times the penalty factor.

The generic dispensing rate shortfall for a contract year will be calculated as the guaranteed generic dispensing rate for the contract year minus the actual generic dispensing rate for the contract year. Separate calculations will be performed for retail and mail, and for each contract year. Penalty factors are provided in the following table:

Penalty Factors

	Contract Year 2017	Contract Year 2018	Contract Year 2019	Contract Year 2020	Contract Year 2021
Retail GDR	\$170.05	\$184.90	\$196.16	\$207.33	\$223.97
Mail GDR	\$334.55	\$345.08	\$357.63	\$362.30	\$377.56

Reconciliation Period

Reconciliation will be completed annually, within 90 days of the end of each contract year.

Retail and Mail Offset

The reconciliation is based upon total integrated account performance. Positive performance against the retail guarantees will offset negative performance against the mail guarantee and vice versa.

Conditions

- Claims data provided by MCHCP is representative of aggregate claims experience
- Current utilization management programs or equally effective ones will remain in place
- Standard Express Scripts formulary assumed
- Consistent demographics and geography of the membership
- Benefit design changes will not reduce the current co-payment advantage of generics over brands or reduce the availability of generics

Pharmacy Management Fund (PMF)

- ESI will provide a one-time amount, up to \$7.50 per member implemented as of January 1, 2017, not to exceed \$850,000, to reimburse MCHCP for the actual, fair market value of expense items and services related to managing the pharmacy benefit, such as ID Cards, IT programming, formulary letters, member communications, and benefit set-up quality assurance. MCHCP may use PMF to pay for clinical program fees included in MCHCP's administrative fee invoice.
- Any PMF not utilized during a term (one contract year) of the Contract may be utilized and rolled over during any renewal term.
- MCHCP must submit adequate documentation of any applicable implementation expenses within 180 days of implementation, at which time a final reimbursement of eligible expenses will be made. Adequate documentation of any expenses not related to implementation must be submitted prior to contract termination for reimbursement. Expenses for reimbursable items or services must be incurred by MCHCP and submitted along with adequate documentation supporting the item or service performed in order to be considered for reimbursement in accordance with Express Scripts' standard PMF policies. All reimbursement under the PMF is subject to Express Scripts' standard PMF business practices for all clients.
- If the agreement terminates for any reason other than breach of the agreement by Express Scripts, MCHCP shall reimburse Express Scripts any amounts paid that have not been amortized by the effective date of termination.

Assumptions

- Quoted fees and services are valid for 180 days from the date of the proposal.
- Quoted fees are guaranteed for the term of the remaining three year contract, subject to terms and conditions stated herein and in the PBM Agreement.
- Pricing and other components of the proposal are to be effective on 1/1/2019 with prior notice of award allowing for a minimum of 90 days to assure completion of the implementation process.
- Current CDH support provided by Express Scripts will continue at no additional charge.
- Current Unlimited AUM Bundle, FWA, RationalMed and Academic Detailing will continue to be included in quoted administrative fee per claim.
- A discounted fee of \$0.32 PMPM will apply to the Advanced Opioid Management program for MCHCP's commercial population.
- Express Scripts reserves the right to amend the price quotation set forth herein if there is a material change in the number of persons included in the prescription drug program or any material change in the benefit plan from that which was presented to Express Scripts and upon which this price quotation is based.
- Minimum of 80,000 lives will be implemented on the effective date.
- The guarantee will be calculated as: $[1 - (\text{total discounted AWP ingredient cost (excluding dispensing fees and claims with ancillary charges, and prior to application of copayments) of applicable prescription drug claims for the annual period} / \text{total undiscounted AWP ingredient cost (both amounts will be calculated as of the date of adjudication) for the annual period})]$. OTC, U&C, compounds, member submitted claims, subrogation claims, vaccines, specialty products, biosimilar products, long term care pharmacy claims, home infusion, and products filled through in-house or 340b pharmacies (if applicable) are excluded from the guarantee.
- MCHCP agrees to continue with Express Scripts' National Preferred Formulary and the accompanying formulary support programs which promote the lowest cost formulary alternatives, in order to be eligible for rebates, whether rebates are paid or applied. Drugs and supplies included on the selected formulary may be modified by Express Scripts from time to time as a result of factors, including, but not limited to, medical appropriateness, manufacturer rebate arrangements, and patent expirations.
- Rebate guarantees assume that the current benefit plan design or the new benefit plan design as disclosed by MCHCP will be implemented at the time these guarantees go into effect. Rebate guarantees are subject to adjustment if any clinical or trend programs intended to drive higher generic or OTC utilization are currently in place without Express Scripts' knowledge of both the program and the drugs within the program. Rebate guarantees are also subject to adjustment if MCHCP chooses to implement any clinical or trend management programs intended to drive higher generic or OTC utilization during the course of the contract. Rebates are paid only upon receipt of a signed contract.
- Under its rebate program, Express Scripts may implement Express Scripts' formulary management programs and controls, which may include, among other things, cost-containment initiatives and communications with members, participating pharmacies, and/or physicians. Express Scripts reserves the right to modify or replace such programs from time to time. Guaranteed rebate amounts, if any, are conditioned on adherence to various formulary management controls, benefit design requirements, claims volume, and other factors stated in the applicable pharmaceutical manufacturer agreements, as communicated by Express Scripts to MCHCP from time to time. If any government action, change in law or regulation, change in the interpretation of any law or regulation, or any action by a pharmaceutical manufacturer has an adverse effect on the availability of rebates, then Express Scripts may make an adjustment to the rebate terms and guaranteed rebate amounts, if any, hereunder.

- Rebate allocations will be made quarterly within approximately 90 days from the end of the quarter. Guarantee will be reconciled annually with any payment due to MCHCP made within 180 days from the end of each annual period.
- The rebate guarantee does not apply to claims processed through staff model/hospital pharmacies where such pharmacy is subject to its own manufacturer contracts (rebate or purchase discounts), or through pharmacies that participate in the federal government pharmaceutical purchasing program.
- In addition, member-submitted claims, subrogation claims, biosimilar products, OTC products, claims older than 180 days, and claims pursuant to a 100% member copayment plan are also excluded for the purposes of rebate payments.
- The Specialty Pricing offered assumes a days' supply consistent with the Express Scripts Specialty Pharmacy Clinical Days' Supply Program.
- If the Pricing Source discontinues the reporting of AWP or materially changes the manner in which AWP is calculated, then Express Scripts reserves the right to make an equitable adjustment as necessary to maintain the parties' relative economics and the pricing intent of this Agreement.
- For each eligible Brand Drug prescription-drug claim, ingredient cost will be calculated at the lesser of the applicable U&C or AWP discount price in determining the discount achieved for purposes of the guarantee, including 100% member copayment (claims where full cost is paid by member).
- For each eligible Generic Drug prescription-drug claim, ingredient cost will be calculated at the lesser of the applicable U&C, MRA (if applicable), or AWP discount price in determining the discount achieved for purposes of the guarantee, including 100% member copayment (claims where full cost is paid by member).
- The application of brand or generic/MRA pricing may be subject to certain "dispensed as written" (DAW) protocols and MCHCP-defined plan design and coverage policies for adjudication and member copayment purposes.
- Express Scripts will pay MCHCP the difference attributable to any shortfall between the actual result and the guaranteed result. For pricing guarantees, the only offsetting will be on retail generic discount guarantees, as retail 1-83 and retail 84-90 will be considered one combined retail generic guarantee. Rebate guarantees are measured in the aggregate and reconciled annually.
- To the extent the assumptions are incorrect as of the implementation date of this Agreement, or MCHCP changes its benefit design or formulary during the term of the Agreement, the guarantee will be equitably adjusted if there is a material impact on the generic discount achieved.

Included Services

Express Scripts' financial proposal includes the following services:

PBM Services

- Customer service for members
- Electronic/online eligibility submission
- Standard coordination of benefits (COB) (reject for primary carrier)
- Electronic claims processing
- Plan set-up
- Software training for access to our online system(s)
- FSA eligibility needs
- Electronic Prescribing – Core Services

Network Pharmacy Services

- Pharmacy help desk
- Pharmacy network management
- Pharmacy reimbursement
- Network development (upon request)
- Network Pharmacy Reporting

Home Delivery Services

- Benefit education
- Prescription delivery — standard

Reporting Services

- Web-based client reporting — produced by Express Scripts
- Web-based client reporting — produced by client
- Ad hoc desktop parametric reports
- Claims detail extract file electronic (NCPDP)
- Load 12 months claims history for clinical reports and reporting
- Annual Strategic Account Plan report
- Billing reports
- Inquiry access to claims processing system

Website Services

- Client Website — eService Delivery (Eligibility, Claims, and Benefit Administration), Coverage Management and Appeals, Eligibility File Transfer, Reporting Solutions and Resources Area.
- My Rx Choices — Helps members make informed medication choices based on cost, health, and safety. Member website portion only.
- Express-Scripts.com for Members — Access to benefit, drug, health, and wellness information; prescription ordering capability; and customer service.
- Online Benefit Management — eService web-based application with Claims History, Eligibility Maintenance, and Prior Authorization Add.
- Mobile App for Members — Includes My Rx Choices, My Medicine Cabinet, Pharmacy Care Alerts, Refills and Renewals, and virtual prescription ID card.

PBM Services**Implementation Package and Member Communications**

Member replacement cards printed via web
Implementation support
New member packets (includes two standard resin ID cards)

Clinical

Concurrent Drug Utilization Review (DUR)
Prior Authorization — Administrative

- Non-clinical Prior Authorization
- Lost/stolen overrides
- Vacation supplies

Optional PBM Services

PBM Services	Fees
Manual Submissions	
Manual/hardcopy eligibility submission	\$10.00/update (includes initial entry)
Member Submit Fee	\$3.00/claim
Medicaid Subrogation Claims	\$3.00/claim
Communication with physicians and/or members (e.g., program descriptions, notifications, formulary compliance, non-Medicare EOBs, etc.)	\$1.35/letter plus postage
Medicare Explanation of Benefits (EOB)	\$1.75/letter plus postage
Electronic Medicare Part D EOB	
Electronic Medicare EOB is an e-mail notification to the member informing them at the time of EOB production that their Medicare Part D Explanation of Benefits is available for viewing. Members can opt in/opt out at any time. Electronic EOB includes: <ul style="list-style-type: none">• Email notification to the member• Solicitation e-mail sent to registered members• Prominent Web messaging	\$0.95/EOB
Reporting Services	
Custom ad hoc reporting – applies for reporting outside of self services reporting tool	\$150/hour, with a minimum of \$500
Single Sign-On	
Standard SSO (MCHCP currently has SSO in place, with the fee included in base offering. Add Single Identifier is an alternative SSO solution used when the client/vendor cannot supply the standard full data packet.)	No charge (included in base offering)

PBM Services		Fees
Add Web Services		minimum \$15,000 upcharge, depending on nature of web service
<ul style="list-style-type: none"> Enables client to display actionable alerts from Express Scripts to their home website Integrates certain functions such as claims summary, pharmacy location 		
Add Single Identifier		\$5,000 upcharge
<ul style="list-style-type: none"> Includes a single identifier value (SSO ID) that must math pass-thru eligibility (This is a one-time setup fee; however, since MCHCP has this program in place, there will be no charge. SSO solutions needed beyond our standard full-packet SSO may have incremental costs.) 		
Formulary Services Fee		
High Performance Formulary		\$10,000 Implementation fee (one time fee) + \$0.05 PMPM
Replacement Member Communication Packets		
Member-requested replacement packets		\$1.50 + postage per packet
Client-requested re-carding		\$1.50 + postage per packet
Communication Fee		
Smart90 and Mail (EHD, SHD & HDE) Programs		\$2.50 per employee upon implementation of program (one-time charge)
Cost Exceeds Maximum		
Express Scripts-Managed Cost Exceeds Maximum (CEM) edit (For non-compound drugs)		\$10,000 CEM limit – included in pricing Custom CEM limit less than \$10,000 - \$0.01PMPM fee
Express Scripts -Managed Cost Exceeds Maximum (CEM) edit (For compound drugs)		Included in pricing
MCHCP-Managed Cost Exceeds Maximum (CEM) edit (For non-compound and compound drugs)		Included in pricing
Reviews and Appeals Management		
<u>Initial Determinations (i.e. coverage reviews) and Level One Appeals for the Coverage Authorization Program, consisting of:</u> <ul style="list-style-type: none"> Prior Authorization Step Therapy Drug Quantity Management 		Included in the existing UM PMPM charge

PBM Services	Fees
<u>Initial Determinations and Level One Appeals for the Benefit Review Program</u> , consisting of reviews known as: <ul style="list-style-type: none"> • Plan Design Related Requests • Plan Exclusion Reviews (clinical or administrative reviews of non-covered drugs) • Copay Reviews • Plan Limit Reviews (e.g. age, gender, days' supply limits) • Plan Rule/Administrative Reviews/Non-clinical Reviews • Clinical Benefit Reviews • Direct Claim Reject Reviews 	Included
<u>Final and Binding Appeals</u> – Level Two Appeals * and/or Urgent Appeals** * Level One for clients with only one level of appeal ** Appeals can be urgent at Level One or Level Two, and decisions are final and binding.	\$10.00 per review* (incremental to PMPM fees or per the review fees above) * This additional fee is applied to each initial determination.
<u>External Reviews by Independent Review Organizations - for non-grandfathered plans</u>	\$800 per review
Member Grievances	
Includes: (i) researching grievances related to the Part D benefit, (ii) communicating resolution back to the member, (iii) providing oversight reporting services to MCHCP, and (iv) providing data required for CMS reporting.	No charge (included in base offering)
Retiree Drug Subsidy (RDS)	
RDS enhanced service (Express Scripts sends reports to CMS on behalf of client)	\$1.12 PMPM for Medicare-qualified members with a minimum annual fee of \$7,500
RDS standard service (Express Scripts sends reports to client)	\$0.62 PMPM for Medicare-qualified members with a minimum annual fee of \$5,000
<ul style="list-style-type: none"> • Notice of Creditable Coverage 	\$1.35/letter + postage

Calculation of member months is determined by Express Scripts by reference to the eligibility files.

Comprehensive Consumer Directed Health (CDH) Solution

PBM Services	Fees
Required Services and Fee for all CDH Enrollees	
Services <ul style="list-style-type: none">• Technical Bi-directional data exchange; dedicated operations; 24-hour-a-day, seven-day-a-week monitoring and quality control; performance reporting; and analytics• Decision Support Dedicated CDH member services, Prescription Benefit Review Statements, Retail Pricing Transparency• Member Adherence ScreenRx Preventive Medications• Member Education Proactive, personalized member communications open enrollment tools and member communications library, robust online features, and preventive care proactive, personalized member communications	Advanced Data Integration, Member Decision Support, Member Adherence and Member Education \$0.48 PMPM

***If Sharing Data Only* - Required Service and Fee for all Non-CDH Enrollees**

Combined Benefit Management

Services to manage combined medical-pharmacy benefits that are not a consumer-directed health (CDH) plan.

Services include ongoing management of the data exchange platform with the medical vendor/TPA, production monitoring and quality control, and designated operations team. Combined benefit types may include deductible, out of pocket, spending account, and lifetime maximum.

\$0.10 PMPM per combined accumulator up to maximum of \$0.20 PMPM for existing connection with medical carrier or TPA.

Fees to establish connection with new medical carrier or TPA are quoted upon request.

Current CDH support provided by Express Scripts will continue at no additional charge; therefore, MCHCP will not incur fees under the existing arrangement. The CDH support provided to MCHCP is currently included in the admin fee for the lives currently enrolled in the CDH plan. These services include bi-directional data exchange and member education, which includes open enrollment tools, a member communications library, robust online features, and preventive care communications.

Our enhanced CDH program offers the full list of services included below. We have highlighted the services currently provided to MCHCP for CDH, which are included in the base admin fee. The \$0.48 PMPM CDH fee will only apply if MCHCP elects to utilize our full-service CDH program, and the fee will only apply to the CDH members.

CDH Services

- **Technical**
Bi-directional data exchange; dedicated operations; 24-hour-a-day, seven-day-a-week monitoring and quality control; performance reporting; and analytics
- **Decision Support**
Dedicated CDH member services, Prescription Benefit Review Statements, Retail Pricing Transparency
- **Member Adherence**
ScreenRx
Preventive Medications
- **Member Education**
Proactive, personalized member communications
open enrollment tools and member communications library, robust online features, and preventive care, proactive personalized member communications

MCHCP will only incur if additional services are added. In this case, MCHCP would see the charge on the first invoice of the year once the program was added, and as a PMPM fee on each ongoing billing cycle.

These charges would be in addition to any pricing adjustments if greater than 10 percent of MCHCP's total utilization for all Plans is attributable to a CDHC.

Additional services will be quoted upon request. Postage charges are not included and will be billed to MCHCP.

Optional Clinical Programs

Health Choices and Drug Choices

Express Scripts offers a comprehensive suite of health solutions. These offerings may change or be discontinued from time to time as our offering is updated to meet the clinical needs of our clients and the changing marketplace.

Guided by the insights of Health Decision ScienceSM, our proprietary platform for delivering better decisions that drive healthier outcomes, Express Scripts provides the most comprehensive set of base solutions in the industry, with advanced options for even greater care and cost control. Medicare and Medicaid clients may not be eligible for all programs listed based on state and federal guidelines.

Health Choices	Fees
Concurrent DUR	No charge (included in base offering)
ScreenRx	\$0.21 PMPM
ExpressAlliance	<u>Web Access: Priced on request (Less than 8,000 lives)</u> <u>Web Access: \$0.04 PMPM (8,000 lives minimum)</u> Secure, online access to real-time, patient eligibility, medication history, clinical gaps in care, and potential savings opportunities <u>Advantage: \$0.10 PMPM (15,000 life minimum)</u> Same as Web Access, plus high-value, flexible targeting options at population level with prioritized recommendations based on clinical severity, and continuous program monitoring and reporting <u>Advantage Plus: \$0.15 PMPM (15,000 life minimum)</u> All of the above, plus enhanced specialist pharmacist services for nurses, including weekly case screenings, educational services, and grand round case reviews <u>Just Diagnosed (New to therapy) data feed: \$5,000 set up and \$500 per month</u> Single sign on: Client specific priced upon request
RationalMed	No charge (included in base offering)
Personal Medication Coach	Client specific, priced upon request
Pharmacogenomics	2C9/ VKORC1 Warfarin Testing: \$450 per completed test 2C19 Clopidogrel (Plavix) Testing: \$480 per completed test HLA-B*5701 Abacavir Testing: \$625 per completed test CCR5 Maraviroc (Selzentry) Testing: \$2,800 per completed test BCR-ABL Gleevec, Sprycel, Tasigna Testing: \$660 per completed test Entire Pharmacogenomic Portfolio: \$0.04 PMPM
Basic Retrospective DUR	\$0.05 PMPM
Advanced Retrospective DUR: includes all rule categories within the Basic Module plus expanded rule sets.	\$0.10 PMPM
Seniors Retrospective DUR: Health and safety drug issues for members 65+ years of age.	\$0.04 PMPM
Retrospective Bundle: Advanced and Senior Modules	\$0.11 PMPM

Health Choices	Fees
Physician Report Card – Mailed Profiles Only	Fixed Quarterly Fee: \$1,350 per quarter Cost per package mailed-enrolled: 1-4 pages: \$3.00 per package 5-8 pages: \$4.00 per package 9-12 pages: \$5.00 per package 12-14 pages: \$5.50 per package
Physician Consultation – Academic Detailer	No charge (included in base offering)
Drug Choice Programs	Fee
Blood Glucose Meter	No charge
Formulary Notification	No charge for standard
Drug Conversion Program at Home Delivery	No charge (included in base offering)
My Rx Choices	No charge (included in base offering)
My Rx Choices Plus	\$0.01 PMPM
Copay Waiver for Generics	\$1,000 set up or \$1.25/letter AND client funds waiver
SafeGuardRx	Cholesterol Care Value (CCV)Program: No charge Hepatitis Cure Value (HCV) Program: No charge Oncology Care Value (OCV)Program: No charge
Fraud, Waste, & Abuse	No charge (included in base offering)
Enhanced Pharmacy Audit Program	\$0.03/claim If the amount of recoveries for Client made through the Enhanced Pharmacy Audit Services, measured on an annual aggregate basis ("Total Recoveries"), are less than the total amount of fees paid by the Client for the Enhanced Pharmacy Audit Services (measured on an annual aggregate basis) ("Total Fees"), Express Scripts will reimburse Client in an amount equal to the difference between the Total Fees and the Total Recoveries.
Value Based Insurance Design (VBID)	<u>Members enrolled using automated file</u> Standard file layout/clinical rules Install set up: \$15,000 Maintenance: \$500 per month Standard file layout/custom rules: Client specific, priced upon request <u>Manual set up</u> Standard Clinical Rules Install set up: \$5,000 Maintenance: \$500 per month Custom Rules: Client specific, priced upon request (\$10,000 minimum)

Drug Choice Programs	Fees
<p>Drug Choice Programs — UM Packages</p> <p>Our UM Package building-block approach aggregates medications into lists and packages</p> <p><i>Limited UM Package</i> — delivers plan savings with minimal member impact</p> <p><i>Advantage UM Package</i> — same as Limited, adding chronic disease states and a broad specialty offering</p> <p><i>Advantage Plus UM Package</i> — same as Advantage, adding undermanaged medication classes for select chronic diseases</p> <p><i>Unlimited UM Option</i> — allows implementation of any current and/or future UM program</p> <p>Lists can be purchased individually and packages can be tailored to meet client needs.</p> <p>Some modules are available on an ala carte basis.</p> <p>Please note: UM Bundle pricing and per review pricing are no longer offered</p>	
<p>Unlimited UM Option</p> <p>Prior Authorization</p> <p>Advantage Plus Prior Authorization List</p> <p>Pharmacogenomics Prior Authorization List</p> <p>Oncology Package</p> <p>Adjunctive Specialty PA List</p> <p>Optional Prior Authorization</p> <p>Drug Quantity Management</p> <p>Advantage Plus Drug Quantity Management List</p> <p>Step Therapy</p> <p>Advantage Plus Step Therapy List</p> <p>Optional Step Therapy</p>	<p>No charge (included in base offering)</p>

Optional Pharmacy Vaccination Program

In an effort to broaden the reach of vaccinations for flu and other diseases, Express Scripts offers a retail pharmacy vaccination program for our plan sponsors. Through this program, vaccines are more convenient and less expensive than physician office visits. Vaccinations are important to the maintenance of a healthy workforce and can lead to lower medical costs and less absenteeism due to illness. Each state has different regulations regarding what vaccines a pharmacist can administer, age restrictions, etc., but certified pharmacists can now administer influenza vaccines in all 50 states. Members are encouraged to contact their local pharmacy to verify the current vaccination schedule, availability, and any age restrictions.

The vaccinations shall adjudicate at the lower of:

(i)

	Participating Pharmacy INFLUENZA	Participating Pharmacy OTHER VACCINES
Ingredient Cost +	Participating Pharmacy Ingredient Cost as set forth in the Agreement	Participating Pharmacy Ingredient Cost as set forth in the Agreement
Dispensing Fee +	Participating Pharmacy Dispensing Fee as set forth in the Agreement	Participating Pharmacy Dispensing Fee as set forth in the Agreement
Professional Service Fee (PSF); cost for pharmacist to administer the vaccine	Pass-through (capped at \$15 per vaccine claim)	Pass-through (capped at \$20 per vaccine claim)
Vaccine Program Fee*	\$2.50 per vaccine claim	\$2.50 per vaccine claim

* The Vaccine Program Fee will be billed separately to MCHCP as part of the administrative invoice according to the billing frequency set forth in the Agreement. This Vaccine Program Fee will apply to any vaccine claims, whether at contracted rates or U&C, and is in addition to any per prescription drug claim administrative fee set forth in the Agreement.

No vaccine claims will be included in any guarantees set forth in the Agreement and/or amendments thereto.

or

- (ii) the combined ingredient cost, dispensing fee (if any) and professional service fee (if any) that the participating pharmacy generally charges an individual paying cash, without coverage for prescription drug benefits, plus the Vaccine Program Fee set forth above.

Billing and Payment

Billing Information*	
Billing Frequency	Bi-weekly
Payment Options	
Wire Transfer	Payments must be transferred within two business days of receipt of Express Scripts' invoice/billing statement.
Automated Clearing House (ACH)	Payments must be made within two business days of receipt of Express Scripts' invoice/billing statement.
Pre-Authorized Debit Transaction	Funds must be available in MCHCP's bank account within 48 hours of receipt of Express Scripts' invoice/billing statement.

* Each client is subject to a standard credit evaluation.

Financial Disclosure to Express Scripts PBM Clients

This disclosure provides an overview of the principal revenue sources of Express Scripts, Inc. and Medco Health Solutions, Inc. (individually and collectively referred to herein as "ESI"), as well as ESI's affiliates. In addition to administrative and dispensing fees paid to ESI by our clients for pharmaceutical benefit management ("PBM") services, ESI and its affiliates derive revenue from other sources, including arrangements with pharmaceutical manufacturers, wholesale distributors, and retail pharmacies. Some of this revenue relates to utilization of prescription drugs by members of the clients receiving PBM services. ESI may pass through certain manufacturer payments to its clients or may retain those payments for itself, depending on the contract terms between ESI and the client.

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

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

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

Manufacturer Programs Formulary Rebates, Associated Administrative Fees, and PBM Service Fees – ESI contracts for its own account to obtain formulary rebates attributable to the utilization of certain brand drugs and supplies (and possibly certain authorized generics marketed under a brand manufacturer's new drug application). Formulary rebate amounts received vary based on client specific utilization, the volume of utilization as well as formulary position applicable to the drug or supplies, and adherence to

various formulary management controls, benefit design requirements, claims volume, and other similar factors, and in certain instances also may vary based on the product's market-share. ESI often pays an amount equal to all or a portion of the formulary rebates it receives to a client based on the client's PBM agreement terms. ESI or its affiliates may maintain non-client specific aggregate guarantees and may realize positive margin. In addition, ESI provides administrative services to contracted manufacturers, which include, for example, maintenance and operation of systems and other infrastructure necessary for invoicing and processing rebates, pharmacy discount programs, access to drug utilization data, as allowed by law, for purposes of verifying and evaluating applicable payments, and for other purposes related to the manufacturer's products. ESI receives administrative fees from the participating manufacturers for these services. These administrative fees are calculated based on the price of the drug or supplies along with the volume of utilization and do not exceed the greater of (i) 4.58% of the average wholesale price, or (ii) 5.5% of the wholesale acquisition cost of the products. In its capacity as a PBM company, ESI also may receive other compensation from manufacturers for the performance of various programs or services, including, for example, formulary compliance initiatives, clinical services, therapy management services, education services, inflation protection programs, medical benefit management services, cost containment programs, discount programs, and the sale of non-patient identifiable claim information. This compensation is not part of the formulary rebates or associated administrative fees, and ESI may realize positive margin between amounts paid to clients and amounts received from pharmaceutical manufacturers. ESI retains the financial benefit of the use of any funds held until payment is made to the client.

Copies of ESI's standard formularies may be reviewed at www.express-scripts.com/wps/portal/. In addition to formulary considerations, other plan design elements are described in ESI's Plan Design Review Guide, which may be reviewed at www.express-scripts.com/wps/portal/.

ESI Subsidiary Pharmacies – ESI has several licensed pharmacy subsidiaries, including our specialty pharmacies. These entities may maintain product purchase discount arrangements and/or fee-for-service arrangements with pharmaceutical manufacturers, wholesale distributors, and other health care providers. These subsidiary pharmacies contract for these arrangements on their own account in support of their various pharmacy operations. Many of these subsidiary arrangements relate to services provided outside of PBM arrangements, and may be entered into irrespective of whether the particular drug is on one of ESI's national formularies. Discounts and fee-for-service payments received by ESI's subsidiary pharmacies are not part of the PBM formulary rebates or associated administrative fees paid to ESI in connection with ESI's PBM formulary rebate programs. However, certain purchase discounts received by ESI's subsidiary pharmacies, whether directly or through ESI, may be considered for formulary purposes if the value of such purchase discounts is used by ESI to supplement the discount on the ingredient cost of the drug to the client based on the client's PBM agreement terms. From time to time, ESI and its affiliates also may pursue and maintain for its own account other supply chain sourcing relationships not described below as beneficial to maximize ESI's drug purchasing capabilities and efficiencies, and ESI or affiliates may realize an overall positive margin with regard to these initiatives.

The following provides additional information regarding examples of ESI subsidiary discount arrangements and fee-for-service arrangements with pharmaceutical manufacturers, and wholesale distributors:

ESI Subsidiary Pharmacy Discount Arrangements – ESI subsidiary pharmacies purchase prescription drug inventories, either from manufacturers or wholesalers, for dispensing to patients. Often, purchase discounts off the acquisition cost of these products are made available by manufacturers and wholesalers in the form of either up-front discounts or retrospective discounts. These purchase discounts, obtained through separate purchase contracts, are not formulary rebates paid in connection with our PBM formulary rebate programs. Drug purchase discounts are based on a pharmacy's inventory needs and, at times, the performance of related patient care services and other performance requirements. When a subsidiary pharmacy dispenses a product from its inventory, the purchase price paid for the dispensed product, including applicable dispensing fees, may be greater or less than that pharmacy's acquisition cost for the product net of purchase discounts. In general, our pharmacies realize an overall positive margin between the net acquisition cost and the amounts paid for the dispensed drugs.

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

Other Manufacturer Arrangements – ESI also maintains other lines of business that may involve discount and service fee relationships with pharmaceutical manufacturers and wholesale distributors. Examples of these businesses include a wholesale distribution business, group purchasing organizations (and related group purchasing organization fees), a medical benefit management company, and United BioSource Corporation ("UBC"). Compensation derived through these business arrangements is not considered for PBM formulary placement, and is in addition to other amounts described herein. Of particular note, UBC partners with life sciences and pharmaceutical companies to develop, commercialize, and support safe, effective use and access to pharmaceutical products. UBC maintains a team of research scientists, biomedical experts, research operations professionals, technologists and clinicians who work with clients to conduct and support clinical trials, create, and validate and administer pre and post product safety and risk management programs. UBC also works on behalf of pharmaceutical manufacturers to provide product and disease state education programs, reimbursement assistance, and other support services to the public at large. These service fees are not part of the formulary rebates or associated administrative fees.

Third Party Data Sales – Consistent with any client contract limitations, ESI or its affiliates may sell HIPAA compliant information maintained in their capacity as a PBM, pharmacy, or otherwise to data aggregators, manufacturers, or other third parties on a fee-for-service basis or as a condition of discount eligibility. All such activities are conducted in compliance with applicable patient and pharmacy privacy laws and client contract restrictions.

October 1, 2015

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

Express Scripts Manufacturer Payment Disclosure

For the last publicly reported fiscal year (2016), Express Scripts Total Product Revenue exceeded \$100,287,500,000 (rounded to the nearest million). For the same reporting period, Express Scripts Total Manufacturer Payments equaled \$14,139,737,630. Of that total, approximately 79% was attributable to Manufacturer Formulary Payments and approximately 21% was attributable to Manufacturer Additional Payments. Express Scripts reports this information on a quarterly and annual basis to clients that receive amounts through their contracted PBM arrangement with Express Scripts attributable to formulary rebates earned by Express Scripts.

Express Scripts Total Product Revenue	Express Scripts' total net revenue, which consists principally of sales of prescription drugs to clients, either through Express Scripts' network of contracted retail pharmacies or through Express Scripts' mail order pharmacies.
Express Scripts Total Manufacturer Payments	All compensation or remuneration earned by Express Scripts from pharmaceutical manufacturers, including, but not limited to, rebates, regardless of how characterized, and administrative or management fees.
Percentage of Manufacturer Payments that are Manufacturer Formulary Payments	Manufacturer payments earned by Express Scripts that are in return for or as part of formulary placement, or that are characterized as "formulary" or "base" rebates, divided by Express Scripts Total Manufacturer Payments.
Percentage of Manufacturer Payments that are Manufacturer Additional Payments	All manufacturer payments earned other than "formulary" or "base" rebates divided by Express Scripts Total Manufacturer Payments.

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Appendix A

Commercial Mail Specialty List

THERAPY	DRUG	National Preferred Formulary		Mail Specialty		Retail Specialty	
		Exclusive AWP Discount	Dispensing Fee	AWP Discount	Dispensing Fee	AWP Discount	Dispensing Fee
ALPHA 1 DEFICIENCY	ARALAST NP	16.00%	\$0.00	Pass Thru	Pass Thru	Pass Thru	Pass Thru
ALPHA 1 DEFICIENCY	GLASSIA	16.00%	\$0.00	Pass Thru	Pass Thru	Pass Thru	Pass Thru
ALPHA 1 DEFICIENCY	PROLASTIN (all forms and strengths)	No Access	No Access	Pass Thru	Pass Thru	Pass Thru	Pass Thru
ALPHA 1 DEFICIENCY	ZEMAIRA	16.00%	\$0.00	Pass Thru	Pass Thru	Pass Thru	Pass Thru
ANTICOAGULANT	ARIXTRA	16.00%	\$0.00	Pass Thru	Pass Thru	Pass Thru	Pass Thru
ANTICOAGULANT	ENOXAPARIN SODIUM	69.81%	\$0.00	Pass Thru	Pass Thru	Pass Thru	Pass Thru
ANTICOAGULANT	FONDAPARINUX SODIUM	50.63%	\$0.00	Pass Thru	Pass Thru	Pass Thru	Pass Thru
ANTICOAGULANT	FRAGMIN	16.00%	\$0.00	Pass Thru	Pass Thru	Pass Thru	Pass Thru
ANTICOAGULANT	IPRIVASK	16.00%	\$0.00	Pass Thru	Pass Thru	Pass Thru	Pass Thru
ANTICOAGULANT	LOVENOX	16.00%	\$0.00	Pass Thru	Pass Thru	Pass Thru	Pass Thru
ASTHMA	CINQAIR	No Access	No Access	Pass Thru	Pass Thru	Pass Thru	Pass Thru
ASTHMA	DUPIXENT	18.50%	\$0.00	Pass Thru	Pass Thru	Pass Thru	Pass Thru
ASTHMA	FASENRA	18.50%	\$0.00	Pass Thru	Pass Thru	Pass Thru	Pass Thru
ASTHMA	NUCALA	18.50%	\$0.00	Pass Thru	Pass Thru	Pass Thru	Pass Thru
ASTHMA	ORALAIR	No Access	No Access	Pass Thru	Pass Thru	Pass Thru	Pass Thru
ASTHMA	XOLAIR	18.50%	\$0.00	Pass Thru	Pass Thru	Pass Thru	Pass Thru
BLOOD CELL DEFICIENCY	ARANESP	16.00%	\$0.00	Pass Thru	Pass Thru	Pass Thru	Pass Thru
BLOOD CELL DEFICIENCY	EPOGEN	16.00%	\$0.00	Pass Thru	Pass Thru	Pass Thru	Pass Thru
BLOOD CELL DEFICIENCY	GRANIX	16.00%	\$0.00	Pass Thru	Pass Thru	Pass Thru	Pass Thru
BLOOD CELL DEFICIENCY	LEUKINE	16.00%	\$0.00	Pass Thru	Pass Thru	Pass Thru	Pass Thru
BLOOD CELL DEFICIENCY	MOZOBIL	16.00%	\$0.00	Pass Thru	Pass Thru	Pass Thru	Pass Thru
BLOOD CELL DEFICIENCY	NEULASTA	16.00%	\$0.00	Pass Thru	Pass Thru	Pass Thru	Pass Thru
BLOOD CELL DEFICIENCY	NEUMEGA	16.00%	\$0.00	Pass Thru	Pass Thru	Pass Thru	Pass Thru
BLOOD CELL DEFICIENCY	NEUPOGEN	16.00%	\$0.00	Pass Thru	Pass Thru	Pass Thru	Pass Thru
BLOOD CELL DEFICIENCY	NPLATE	16.00%	\$0.00	Pass Thru	Pass Thru	Pass Thru	Pass Thru
BLOOD CELL DEFICIENCY	PROCRIT	16.00%	\$0.00	Pass Thru	Pass Thru	Pass Thru	Pass Thru
BLOOD CELL DEFICIENCY	PROMACTA	16.00%	\$0.00	Pass Thru	Pass Thru	Pass Thru	Pass Thru
CANCER	ABRAXANE	16.00%	\$0.00	Pass Thru	Pass Thru	Pass Thru	Pass Thru
CANCER	ADCETRIS	15.00%	\$0.00	Pass Thru	Pass Thru	Pass Thru	Pass Thru
CANCER	AFINITOR (all forms and strengths)	15.00%	\$0.00	Pass Thru	Pass Thru	Pass Thru	Pass Thru
CANCER	ALECENSA	15.00%	\$0.00	Pass Thru	Pass Thru	Pass Thru	Pass Thru
CANCER	ALIQOPA	No Access	No Access	Pass Thru	Pass Thru	Pass Thru	Pass Thru
CANCER	ALUNBRIG	16.00%	\$0.00	Pass Thru	Pass Thru	Pass Thru	Pass Thru
CANCER	ARRANON	16.00%	\$0.00	Pass Thru	Pass Thru	Pass Thru	Pass Thru
CANCER	ARZERRA	16.00%	\$0.00	Pass Thru	Pass Thru	Pass Thru	Pass Thru
CANCER	AVASTIN	16.00%	\$0.00	Pass Thru	Pass Thru	Pass Thru	Pass Thru
CANCER	AZACITIDINE	17.50%	\$0.00	Pass Thru	Pass Thru	Pass Thru	Pass Thru

CANCER	BAVENCIO	No Access	No Access	Pass Thru	Pass Thru
CANCER	BELEODAQ	No Access	No Access	Pass Thru	Pass Thru
CANCER	BENDEKA	16.00%	\$0.00	Pass Thru	Pass Thru
CANCER	BESPONS	No Access	No Access	Pass Thru	Pass Thru
CANCER	BEXAROTENE	18.50%	\$0.00	Pass Thru	Pass Thru
CANCER	BLINCYTO	No Access	No Access	Pass Thru	Pass Thru
CANCER	BOSULIF	16.00%	\$0.00	Pass Thru	Pass Thru
CANCER	CABOMETYX	16.00%	\$0.00	Pass Thru	Pass Thru
CANCER	CALQUENCE	No Access	No Access	Pass Thru	Pass Thru
CANCER	CAPECITABINE	44.32%	\$0.00	Pass Thru	Pass Thru
CANCER	CAPRELSA	No Access	No Access	Pass Thru	Pass Thru
CANCER	COMETRIQ	No Access	No Access	Pass Thru	Pass Thru
CANCER	COTELLIC	16.00%	\$0.00	Pass Thru	Pass Thru
CANCER	CYRAMZA	15.00%	\$0.00	Pass Thru	Pass Thru
CANCER	DACOGEN	15.00%	\$0.00	Pass Thru	Pass Thru
CANCER	DARZALEX	16.00%	\$0.00	Pass Thru	Pass Thru
CANCER	DECITABINE	17.50%	\$0.00	Pass Thru	Pass Thru
CANCER	ELIGARD	16.00%	\$0.00	Pass Thru	Pass Thru
CANCER	EMPLICITI	16.00%	\$0.00	Pass Thru	Pass Thru
CANCER	ERBITUX	16.00%	\$0.00	Pass Thru	Pass Thru
CANCER	ERIVEDGE	14.00%	\$0.00	Pass Thru	Pass Thru
CANCER	ERLEADA	16.00%	\$0.00	Pass Thru	Pass Thru
CANCER	ERWINAZE	No Access	No Access	Pass Thru	Pass Thru
CANCER	EVOMELA	No Access	No Access	Pass Thru	Pass Thru
CANCER	FARYDAK	16.00%	\$0.00	Pass Thru	Pass Thru
CANCER	FIRMAGON	15.00%	\$0.00	Pass Thru	Pass Thru
CANCER	FOLOTYN	15.00%	\$0.00	Pass Thru	Pass Thru
CANCER	GAZYVA	16.00%	\$0.00	Pass Thru	Pass Thru
CANCER	GILOTRIF	15.00%	\$0.00	Pass Thru	Pass Thru
CANCER	GLEEVEC	18.50%	\$0.00	Pass Thru	Pass Thru
CANCER	HALAVEN	15.00%	\$0.00	Pass Thru	Pass Thru
CANCER	HERCEPTIN	16.00%	\$0.00	Pass Thru	Pass Thru
CANCER	HYCAMTIN	16.00%	\$0.00	Pass Thru	Pass Thru
CANCER	IBRANCE	16.00%	\$0.00	Pass Thru	Pass Thru
CANCER	ICLUSIG	No Access	No Access	Pass Thru	Pass Thru
CANCER	IDHIFA	16.00%	\$0.00	Pass Thru	Pass Thru
CANCER	IMATINIB MESYLATE	24.00%	\$0.00	Pass Thru	Pass Thru
CANCER	IMBRUVICA	No Access	No Access	Pass Thru	Pass Thru
CANCER	IMLYGIC	No Access	No Access	Pass Thru	Pass Thru
CANCER	IMFINZI	16.00%	\$0.00	Pass Thru	Pass Thru
CANCER	INLYTA	16.00%	\$0.00	Pass Thru	Pass Thru
CANCER	INTRON A	16.00%	\$0.00	Pass Thru	Pass Thru
CANCER	IRESSA	15.00%	\$0.00	Pass Thru	Pass Thru

CANCER	ISTODAX	16.00%	\$0.00	Pass Thru	Pass Thru
CANCER	IXEMPRA	15.00%	\$0.00	Pass Thru	Pass Thru
CANCER	JADENU (all forms and strengths)	14.00%	\$0.00	Pass Thru	Pass Thru
CANCER	JAKAFI	16.00%	\$0.00	Pass Thru	Pass Thru
CANCER	JEVTANA	16.00%	\$0.00	Pass Thru	Pass Thru
CANCER	KADCYLA	16.00%	\$0.00	Pass Thru	Pass Thru
CANCER	KEPIVANCE	No Access	No Access	Pass Thru	Pass Thru
CANCER	KEYTRUDA	No Access	No Access	Pass Thru	Pass Thru
CANCER	KISQALI (all forms and strengths)	16.00%	\$0.00	Pass Thru	Pass Thru
CANCER	KYMRIAH	No Access	No Access	Pass Thru	Pass Thru
CANCER	KYPROLIS	No Access	No Access	Pass Thru	Pass Thru
CANCER	LARTRUVO	15.00%	\$0.00	Pass Thru	Pass Thru
CANCER	LENVIMA	16.00%	\$0.00	Pass Thru	Pass Thru
CANCER	LEUPROLIDE ACETATE	49.63%	\$0.00	Pass Thru	Pass Thru
CANCER	LONSURF	16.00%	\$0.00	Pass Thru	Pass Thru
CANCER	LUPANETA PACK	16.00%	\$0.00	Pass Thru	Pass Thru
CANCER	LUPRON DEPOT (all forms and strengths)	16.00%	\$0.00	Pass Thru	Pass Thru
CANCER	LUTATHERA	No Access	No Access	Pass Thru	Pass Thru
CANCER	LYNPARZA	15.00%	\$0.00	Pass Thru	Pass Thru
CANCER	MARQIBO	No Access	No Access	Pass Thru	Pass Thru
CANCER	MATULANE	No Access	No Access	Pass Thru	Pass Thru
CANCER	MEKINIST	16.00%	\$0.00	Pass Thru	Pass Thru
CANCER	MYLOTARG	No Access	No Access	Pass Thru	Pass Thru
CANCER	NERLYNX	16.00%	\$0.00	Pass Thru	Pass Thru
CANCER	NEXAVAR	15.00%	\$0.00	Pass Thru	Pass Thru
CANCER	NINLARO	16.00%	\$0.00	Pass Thru	Pass Thru
CANCER	ODOMZO	16.00%	\$0.00	Pass Thru	Pass Thru
CANCER	ONIVYDE	No Access	No Access	Pass Thru	Pass Thru
CANCER	OPDIVO	16.00%	\$0.00	Pass Thru	Pass Thru
CANCER	PEGASYS	18.50%	\$0.00	Pass Thru	Pass Thru
CANCER	PEG-INTRON (all forms and strengths)	16.00%	\$0.00	Pass Thru	Pass Thru
CANCER	PERJETA	15.00%	\$0.00	Pass Thru	Pass Thru
CANCER	POMALYST	16.00%	\$0.00	Pass Thru	Pass Thru
CANCER	PORTRAZZA	15.00%	\$0.00	Pass Thru	Pass Thru
CANCER	PROLEUKIN	16.00%	\$0.00	Pass Thru	Pass Thru
CANCER	PROTHELIAL	16.00%	\$0.00	Pass Thru	Pass Thru
CANCER	PURIXAN	No Access	No Access	Pass Thru	Pass Thru
CANCER	REVLIMID	16.00%	\$0.00	Pass Thru	Pass Thru
CANCER	RITUXAN (all forms and strengths)	16.00%	\$0.00	Pass Thru	Pass Thru
CANCER	RUBRACA	No Access	No Access	Pass Thru	Pass Thru
CANCER	RYDAPT	16.00%	\$0.00	Pass Thru	Pass Thru
CANCER	PROVENGE	No Access	No Access	Pass Thru	Pass Thru
CANCER	SPRYCEL	14.00%	\$0.00	Pass Thru	Pass Thru

CANCER	STIVARGA	16.00%	\$0.00	Pass Thru	Pass Thru
CANCER	SUTENT	16.00%	\$0.00	Pass Thru	Pass Thru
CANCER	SYLATRON (all forms and strengths)	16.00%	\$0.00	Pass Thru	Pass Thru
CANCER	SYLVANT	15.00%	\$0.00	Pass Thru	Pass Thru
CANCER	SYNRIBO	No Access	No Access	Pass Thru	Pass Thru
CANCER	TAFINLAR	16.00%	\$0.00	Pass Thru	Pass Thru
CANCER	TAGRISSO	15.00%	\$0.00	Pass Thru	Pass Thru
CANCER	TARCEVA	18.50%	\$0.00	Pass Thru	Pass Thru
CANCER	TARGRETIN	18.50%	\$0.00	Pass Thru	Pass Thru
CANCER	TASIGNA	15.00%	\$0.00	Pass Thru	Pass Thru
CANCER	TECENTRIQ	15.00%	\$0.00	Pass Thru	Pass Thru
CANCER	TEMODAR	16.00%	\$0.00	Pass Thru	Pass Thru
CANCER	TEMOZOLOMIDE	60.12%	\$0.00	Pass Thru	Pass Thru
CANCER	THALOMID	16.00%	\$0.00	Pass Thru	Pass Thru
CANCER	THYROGEN	15.00%	\$0.00	Pass Thru	Pass Thru
CANCER	TOPOTECAN HCL	16.00%	\$0.00	Pass Thru	Pass Thru
CANCER	TORISEL	16.00%	\$0.00	Pass Thru	Pass Thru
CANCER	TREANDA	16.00%	\$0.00	Pass Thru	Pass Thru
CANCER	TYKERB	15.00%	\$0.00	Pass Thru	Pass Thru
CANCER	UNITUXIN	No Access	No Access	Pass Thru	Pass Thru
CANCER	VALCHLOR	5.40%	\$0.00	Pass Thru	Pass Thru
CANCER	VALSTAR	15.00%	\$0.00	Pass Thru	Pass Thru
CANCER	VANTAS	15.00%	\$0.00	Pass Thru	Pass Thru
CANCER	VECTIBIX	15.00%	\$0.00	Pass Thru	Pass Thru
CANCER	VELCADE	16.00%	\$0.00	Pass Thru	Pass Thru
CANCER	VENCLEXTA (all forms and strengths)	No Access	No Access	Pass Thru	Pass Thru
CANCER	VERZENIO	16.00%	\$0.00	Pass Thru	Pass Thru
CANCER	VIDAZA	16.00%	\$0.00	Pass Thru	Pass Thru
CANCER	VISTOGARD	No Access	No Access	Pass Thru	Pass Thru
CANCER	VOTRIENT	15.00%	\$0.00	Pass Thru	Pass Thru
CANCER	VYXEOS (all forms and strengths)	No Access	No Access	Pass Thru	Pass Thru
CANCER	XALKORI	16.00%	\$0.00	Pass Thru	Pass Thru
CANCER	XELODA	16.00%	\$0.00	Pass Thru	Pass Thru
CANCER	XGEVA	15.00%	\$0.00	Pass Thru	Pass Thru
CANCER	XOFIGO	No Access	No Access	Pass Thru	Pass Thru
CANCER	XTANDI	16.00%	\$0.00	Pass Thru	Pass Thru
CANCER	YERVOY	16.00%	\$0.00	Pass Thru	Pass Thru
CANCER	YESCARTA	No Access	No Access	Pass Thru	Pass Thru
CANCER	YONDELIS	No Access	No Access	Pass Thru	Pass Thru
CANCER	ZALTRAP	16.00%	\$0.00	Pass Thru	Pass Thru
CANCER	ZARXIO	16.00%	\$0.00	Pass Thru	Pass Thru
CANCER	ZEJULA	No Access	No Access	Pass Thru	Pass Thru
CANCER	ZELBORAF	14.00%	\$0.00	Pass Thru	Pass Thru

CANCER	ZOLADEX	16.00%	\$0.00	Pass Thru	Pass Thru
CANCER	ZOLEDRONIC ACID	28.19%	\$0.00	Pass Thru	Pass Thru
CANCER	ZOLINZA	16.00%	\$0.00	Pass Thru	Pass Thru
CANCER	ZOMETA	16.00%	\$0.00	Pass Thru	Pass Thru
CANCER	ZYDELIG	16.00%	\$0.00	Pass Thru	Pass Thru
CANCER	ZYKADIA	14.00%	\$0.00	Pass Thru	Pass Thru
CANCER	ZYTIGA	16.00%	\$0.00	Pass Thru	Pass Thru
CONTRACEPTIVE	LILETTA	2.00%	\$0.00	Pass Thru	Pass Thru
CONTRACEPTIVE	NEXPLANON	2.00%	\$0.00	Pass Thru	Pass Thru
CYSTIC FIBROSIS	BETHKIS	16.00%	\$0.00	Pass Thru	Pass Thru
CYSTIC FIBROSIS	CAYSTON	16.00%	\$0.00	Pass Thru	Pass Thru
CYSTIC FIBROSIS	KALYDECO	16.00%	\$0.00	Pass Thru	Pass Thru
CYSTIC FIBROSIS	KITABIS PAK	16.00%	\$0.00	Pass Thru	Pass Thru
CYSTIC FIBROSIS	ORKAMBI	16.00%	\$0.00	Pass Thru	Pass Thru
CYSTIC FIBROSIS	PULMOZYME	16.00%	\$0.00	Pass Thru	Pass Thru
CYSTIC FIBROSIS	SYMDEKO	15.80%	\$0.00	Pass Thru	Pass Thru
CYSTIC FIBROSIS	TOBI (all forms and strengths)	16.00%	\$0.00	Pass Thru	Pass Thru
CYSTIC FIBROSIS	TOBRAMYCIN (all forms and strengths)	28.97%	\$0.00	Pass Thru	Pass Thru
ENDOCRINE DISORDERS	AVEED	No Access	No Access	Pass Thru	Pass Thru
ENDOCRINE DISORDERS	EGRIFTA	16.00%	\$0.00	Pass Thru	Pass Thru
ENDOCRINE DISORDERS	KORLYM	No Access	No Access	Pass Thru	Pass Thru
ENDOCRINE DISORDERS	KUVAN	16.00%	\$0.00	Pass Thru	Pass Thru
ENDOCRINE DISORDERS	MIRCERA	No Access	No Access	Pass Thru	Pass Thru
ENDOCRINE DISORDERS	MYALEPT	12.70%	\$0.00	Pass Thru	Pass Thru
ENDOCRINE DISORDERS	NATPARA	15.00%	\$0.00	Pass Thru	Pass Thru
ENDOCRINE DISORDERS	OCTREOTIDE ACETATE	55.65%	\$0.00	Pass Thru	Pass Thru
ENDOCRINE DISORDERS	SANDOSTATIN (all forms and strengths)	16.00%	\$0.00	Pass Thru	Pass Thru
ENDOCRINE DISORDERS	SIGNIFOR (all forms and strengths)	13.00%	\$0.00	Pass Thru	Pass Thru
ENDOCRINE DISORDERS	SOMATULINE DEPOT	16.00%	\$0.00	Pass Thru	Pass Thru
ENDOCRINE DISORDERS	SOMAVERT	15.00%	\$0.00	Pass Thru	Pass Thru
ENDOCRINE DISORDERS	SUPPRELIN LA	16.00%	\$0.00	Pass Thru	Pass Thru
ENDOCRINE DISORDERS	TESTOPEL	No Access	No Access	Pass Thru	Pass Thru
ENDOCRINE DISORDERS	TRIPTODUR	No Access	No Access	Pass Thru	Pass Thru
ENZYME DEFICIENCY	ADAGEN	No Access	No Access	Pass Thru	Pass Thru
ENZYME DEFICIENCY	ALDURAZYME	11.50%	\$0.00	Pass Thru	Pass Thru
ENZYME DEFICIENCY	BRINEURA	No Access	No Access	Pass Thru	Pass Thru
ENZYME DEFICIENCY	CARBAGLU	11.50%	\$0.00	Pass Thru	Pass Thru
ENZYME DEFICIENCY	CERDELGA	15.00%	\$0.00	Pass Thru	Pass Thru
ENZYME DEFICIENCY	CEREZYME	16.00%	\$0.00	Pass Thru	Pass Thru
ENZYME DEFICIENCY	CYSTADANE	No Access	No Access	Pass Thru	Pass Thru
ENZYME DEFICIENCY	ELAPRASE	16.00%	\$0.00	Pass Thru	Pass Thru
ENZYME DEFICIENCY	ELELYSO	16.00%	\$0.00	Pass Thru	Pass Thru
ENZYME DEFICIENCY	FABRAZYME	11.50%	\$0.00	Pass Thru	Pass Thru

ENZYME DEFICIENCY	KANUMA	16.00%	\$0.00	Pass Thru	Pass Thru
ENZYME DEFICIENCY	LUMIZYME	15.00%	\$0.00	Pass Thru	Pass Thru
ENZYME DEFICIENCY	MEPSEVII	13.00%	\$0.00	Pass Thru	Pass Thru
ENZYME DEFICIENCY	NAGLAZYME	15.00%	\$0.00	Pass Thru	Pass Thru
ENZYME DEFICIENCY	NITYR	No Access	No Access	Pass Thru	Pass Thru
ENZYME DEFICIENCY	ORFADIN	No Access	No Access	Pass Thru	Pass Thru
ENZYME DEFICIENCY	SUCRAID	No Access	No Access	Pass Thru	Pass Thru
ENZYME DEFICIENCY	VIMIZIM	16.00%	\$0.00	Pass Thru	Pass Thru
ENZYME DEFICIENCY	VPRIV	16.00%	\$0.00	Pass Thru	Pass Thru
ENZYME DEFICIENCY	ZAVESCA	15.00%	\$0.00	Pass Thru	Pass Thru
GROWTH DEFICIENCY	GENOTROPIN	18.50%	\$0.00	Pass Thru	Pass Thru
GROWTH DEFICIENCY	HUMATROPE	18.50%	\$0.00	Pass Thru	Pass Thru
GROWTH DEFICIENCY	INCRELEX	8.50%	\$0.00	Pass Thru	Pass Thru
GROWTH DEFICIENCY	NORDITROPIN (all forms and strengths)	18.50%	\$0.00	Pass Thru	Pass Thru
GROWTH DEFICIENCY	NUTROPIN (all forms and strengths)	16.00%	\$0.00	Pass Thru	Pass Thru
GROWTH DEFICIENCY	OMNITROPE	16.00%	\$0.00	Pass Thru	Pass Thru
GROWTH DEFICIENCY	SAIZEN (all forms and strengths)	16.00%	\$0.00	Pass Thru	Pass Thru
GROWTH DEFICIENCY	SEROSTIM	16.00%	\$0.00	Pass Thru	Pass Thru
GROWTH DEFICIENCY	ZOMACTON	16.00%	\$0.00	Pass Thru	Pass Thru
GROWTH DEFICIENCY	ZORBTIVE	16.00%	\$0.00	Pass Thru	Pass Thru
HEMOPHILIA	ADVATE (all forms and strengths)	27.20%	\$0.00	Pass Thru	Pass Thru
HEMOPHILIA	ADYNOVATE	27.20%	\$0.00	Pass Thru	Pass Thru
HEMOPHILIA	AFSTYLA	32.40%	\$0.00	Pass Thru	Pass Thru
HEMOPHILIA	ALPHANATE	32.40%	\$0.00	Pass Thru	Pass Thru
HEMOPHILIA	ALPHANINE SD	32.40%	\$0.00	Pass Thru	Pass Thru
HEMOPHILIA	ALPROLIX	22.00%	\$0.00	Pass Thru	Pass Thru
HEMOPHILIA	BEBULIN (all forms and strengths)	12.70%	\$0.00	Pass Thru	Pass Thru
HEMOPHILIA	BENEFIX	12.70%	\$0.00	Pass Thru	Pass Thru
HEMOPHILIA	CEPROTIN	14.70%	\$0.00	Pass Thru	Pass Thru
HEMOPHILIA	COAGADEX	No Access	No Access	Pass Thru	Pass Thru
HEMOPHILIA	CORIFACT	27.20%	\$0.00	Pass Thru	Pass Thru
HEMOPHILIA	DDAVP	14.70%	\$0.00	Pass Thru	Pass Thru
HEMOPHILIA	DESMOPRESSIN ACETATE	90.84%	\$0.00	Pass Thru	Pass Thru
HEMOPHILIA	ELOCTATE	25.00%	\$0.00	Pass Thru	Pass Thru
HEMOPHILIA	FEIBA NF (all forms and strengths)	32.40%	\$0.00	Pass Thru	Pass Thru
HEMOPHILIA	HELIXATE FS	32.40%	\$0.00	Pass Thru	Pass Thru
HEMOPHILIA	HEMLIBRA	19.80%	\$0.00	Pass Thru	Pass Thru
HEMOPHILIA	HEMOFIL M	37.60%	\$0.00	Pass Thru	Pass Thru
HEMOPHILIA	HUMATE-P	32.40%	\$0.00	Pass Thru	Pass Thru
HEMOPHILIA	IDELVION	22.00%	\$0.00	Pass Thru	Pass Thru
HEMOPHILIA	IXINITY	22.00%	\$0.00	Pass Thru	Pass Thru
HEMOPHILIA	KOATE	30.00%	\$0.00	Pass Thru	Pass Thru
HEMOPHILIA	KOGENATE FS	34.50%	\$0.00	Pass Thru	Pass Thru

HEMOPHILIA	KOVALTRY	27.20%	\$0.00	Pass Thru	Pass Thru
HEMOPHILIA	MONOCLATE-P	32.40%	\$0.00	Pass Thru	Pass Thru
HEMOPHILIA	MONONINE	27.20%	\$0.00	Pass Thru	Pass Thru
HEMOPHILIA	NOVOEIGHT	32.40%	\$0.00	Pass Thru	Pass Thru
HEMOPHILIA	NOVOSEVEN (all forms and strengths)	30.00%	\$0.00	Pass Thru	Pass Thru
HEMOPHILIA	NUWIQ	27.20%	\$0.00	Pass Thru	Pass Thru
HEMOPHILIA	OBIZUR	No Access	No Access	Pass Thru	Pass Thru
HEMOPHILIA	PROFILNINE SD	27.20%	\$0.00	Pass Thru	Pass Thru
HEMOPHILIA	REBINYN	22.00%	\$0.00	Pass Thru	Pass Thru
HEMOPHILIA	RECOMBINATE	32.40%	\$0.00	Pass Thru	Pass Thru
HEMOPHILIA	RIASTAP	18.50%	\$0.00	Pass Thru	Pass Thru
HEMOPHILIA	RIXUBIS	32.40%	\$0.00	Pass Thru	Pass Thru
HEMOPHILIA	STIMATE	13.70%	\$0.00	Pass Thru	Pass Thru
HEMOPHILIA	TRETEN	12.70%	\$0.00	Pass Thru	Pass Thru
HEMOPHILIA	VONVENDI	No Access	No Access	Pass Thru	Pass Thru
HEMOPHILIA	WILATE	32.40%	\$0.00	Pass Thru	Pass Thru
HEMOPHILIA	XYNTHA (all forms and strengths)	34.50%	\$0.00	Pass Thru	Pass Thru
HEPATITIS C	COPEGUS	16.00%	\$0.00	Pass Thru	Pass Thru
HEPATITIS C	DAKLINZA	18.50%	\$0.00	Pass Thru	Pass Thru
HEPATITIS C	EPCLUSA	18.50%	\$0.00	Pass Thru	Pass Thru
HEPATITIS C	HARVONI	18.50%	\$0.00	Pass Thru	Pass Thru
HEPATITIS C	MAVYRET	18.50%	\$0.00	Pass Thru	Pass Thru
HEPATITIS C	MODERIBA	34.01%	\$0.00	Pass Thru	Pass Thru
HEPATITIS C	OCALIVA	16.00%	\$0.00	Pass Thru	Pass Thru
HEPATITIS C	OLYSIO	18.50%	\$0.00	Pass Thru	Pass Thru
HEPATITIS C	REBETOL	16.00%	\$0.00	Pass Thru	Pass Thru
HEPATITIS C	RIBAPAK	65.00%	\$0.00	Pass Thru	Pass Thru
HEPATITIS C	RIBASPHERE	62.92%	\$0.00	Pass Thru	Pass Thru
HEPATITIS C	RIBAVIRIN	88.71%	\$0.00	Pass Thru	Pass Thru
HEPATITIS C	SOVALDI	18.50%	\$0.00	Pass Thru	Pass Thru
HEPATITIS C	TECHNIVIE	18.50%	\$0.00	Pass Thru	Pass Thru
HEPATITIS C	VIEKIRA (all forms and strengths)	18.50%	\$0.00	Pass Thru	Pass Thru
HEPATITIS C	VOSEVI	18.50%	\$0.00	Pass Thru	Pass Thru
HEPATITIS C	ZEPATIER	18.50%	\$0.00	Pass Thru	Pass Thru
HEREDITARY ANGIOEDEMA	BERINERT	15.00%	\$0.00	Pass Thru	Pass Thru
HEREDITARY ANGIOEDEMA	CINRYZE	11.50%	\$0.00	Pass Thru	Pass Thru
HEREDITARY ANGIOEDEMA	FIRAZYR	15.00%	\$0.00	Pass Thru	Pass Thru
HEREDITARY ANGIOEDEMA	HAEGARDA	15.00%	\$0.00	Pass Thru	Pass Thru
HEREDITARY ANGIOEDEMA	KALBITOR	15.00%	\$0.00	Pass Thru	Pass Thru
HEREDITARY ANGIOEDEMA	RUCONEST	15.00%	\$0.00	Pass Thru	Pass Thru

HYPERCHOLESTEROLEMIA	PRALUENT (all forms and strengths)	12.70%	\$0.00	Pass Thru	Pass Thru
HYPERCHOLESTEROLEMIA	REPATHA (all forms and strengths)	12.70%	\$0.00	Pass Thru	Pass Thru
IMMUNE DEFICIENCY	ACTIMMUNE	14.70%	\$0.00	Pass Thru	Pass Thru
IMMUNE DEFICIENCY	BIVIGAM	15.80%	\$0.00	Pass Thru	Pass Thru
IMMUNE DEFICIENCY	CARIMUNE NF NANOFILTERED	22.00%	\$0.00	Pass Thru	Pass Thru
IMMUNE DEFICIENCY	CUVITRU	30.00%	\$0.00	Pass Thru	Pass Thru
IMMUNE DEFICIENCY	CYTOGAM	17.70%	\$0.00	Pass Thru	Pass Thru
IMMUNE DEFICIENCY	FLEBOGAMMA	22.00%	\$0.00	Pass Thru	Pass Thru
IMMUNE DEFICIENCY	GAMASTAN S-D	17.70%	\$0.00	Pass Thru	Pass Thru
IMMUNE DEFICIENCY	GAMMAGARD LIQUID	22.00%	\$0.00	Pass Thru	Pass Thru
IMMUNE DEFICIENCY	GAMMAGARD S-D	27.20%	\$0.00	Pass Thru	Pass Thru
IMMUNE DEFICIENCY	GAMMAKED	19.80%	\$0.00	Pass Thru	Pass Thru
IMMUNE DEFICIENCY	GAMMAPLEX	22.00%	\$0.00	Pass Thru	Pass Thru
IMMUNE DEFICIENCY	GAMUNEX (all forms and strengths)	19.80%	\$0.00	Pass Thru	Pass Thru
IMMUNE DEFICIENCY	HIZENTRA	30.00%	\$0.00	Pass Thru	Pass Thru
IMMUNE DEFICIENCY	HYQVIA	30.00%	\$0.00	Pass Thru	Pass Thru
IMMUNE DEFICIENCY	OCTAGAM	15.80%	\$0.00	Pass Thru	Pass Thru
IMMUNE DEFICIENCY	PRIVIGEN	15.80%	\$0.00	Pass Thru	Pass Thru
INFERTILITY	BRAVELLE	16.00%	\$0.00	Pass Thru	Pass Thru
INFERTILITY	CETROTIDE	16.00%	\$0.00	Pass Thru	Pass Thru
INFERTILITY	CHORIONIC GONADOTROPIN	16.00%	\$0.00	Pass Thru	Pass Thru
INFERTILITY	CRINONE	16.00%	\$0.00	Pass Thru	Pass Thru
INFERTILITY	ENDOMETRIN	16.00%	\$0.00	Pass Thru	Pass Thru
INFERTILITY	FOLLISTIM AQ	16.00%	\$0.00	Pass Thru	Pass Thru
INFERTILITY	GANIRELIX ACETATE	16.00%	\$0.00	Pass Thru	Pass Thru
INFERTILITY	GONAL-F (all forms and strengths)	16.00%	\$0.00	Pass Thru	Pass Thru
INFERTILITY	KYLEENA	No Access	No Access	Pass Thru	Pass Thru
INFERTILITY	MENOPUR	16.00%	\$0.00	Pass Thru	Pass Thru
INFERTILITY	MIRENA	No Access	No Access	Pass Thru	Pass Thru
INFERTILITY	NOVAREL	16.00%	\$0.00	Pass Thru	Pass Thru
INFERTILITY	OVIDREL	16.00%	\$0.00	Pass Thru	Pass Thru
INFERTILITY	PARAGARD	No Access	No Access	Pass Thru	Pass Thru
INFERTILITY	PREGNYL	16.00%	\$0.00	Pass Thru	Pass Thru
INFERTILITY	PROGESTERONE	30.00%	\$0.00	Pass Thru	Pass Thru
INFERTILITY	SKYLA	No Access	No Access	Pass Thru	Pass Thru
INFLAMMATORY CONDITIONS	ACTEMRA	8.50%	\$0.00	Pass Thru	Pass Thru
INFLAMMATORY CONDITIONS	ARCALYST	16.00%	\$0.00	Pass Thru	Pass Thru
INFLAMMATORY CONDITIONS	BENLYSTA	15.00%	\$0.00	Pass Thru	Pass Thru
INFLAMMATORY CONDITIONS	CIMZIA	16.00%	\$0.00	Pass Thru	Pass Thru
INFLAMMATORY CONDITIONS	COSENTYX (all forms and strengths)	15.00%	\$0.00	Pass Thru	Pass Thru

INFLAMMATORY CONDITIONS	ENBREL	18.50%	\$0.00	Pass Thru	Pass Thru
INFLAMMATORY CONDITIONS	ENTYVIO	15.00%	\$0.00	Pass Thru	Pass Thru
INFLAMMATORY CONDITIONS	HUMIRA (all forms and strengths)	18.50%	\$0.00	Pass Thru	Pass Thru
INFLAMMATORY CONDITIONS	HYMOVIS	16.00%	\$0.00	Pass Thru	Pass Thru
INFLAMMATORY CONDITIONS	ILARIS	16.00%	\$0.00	Pass Thru	Pass Thru
INFLAMMATORY CONDITIONS	INFLECTRA	17.70%	\$0.00	Pass Thru	Pass Thru
INFLAMMATORY CONDITIONS	KEVZARA	16.00%	\$0.00	Pass Thru	Pass Thru
INFLAMMATORY CONDITIONS	KINERET	No Access	No Access	Pass Thru	Pass Thru
INFLAMMATORY CONDITIONS	KRYSTEXXA	15.00%	\$0.00	Pass Thru	Pass Thru
INFLAMMATORY CONDITIONS	ORENCIA (all forms and strengths)	13.00%	\$0.00	Pass Thru	Pass Thru
INFLAMMATORY CONDITIONS	OTEZLA	16.00%	\$0.00	Pass Thru	Pass Thru
INFLAMMATORY CONDITIONS	REMICADE	18.50%	\$0.00	Pass Thru	Pass Thru
INFLAMMATORY CONDITIONS	RENFLEXIS	13.00%	\$0.00	Pass Thru	Pass Thru
INFLAMMATORY CONDITIONS	SILIQ	15.00%	\$0.00	Pass Thru	Pass Thru
INFLAMMATORY CONDITIONS	SIMPONI (all forms and strengths)	15.00%	\$0.00	Pass Thru	Pass Thru
INFLAMMATORY CONDITIONS	STELARA	15.00%	\$0.00	Pass Thru	Pass Thru
INFLAMMATORY CONDITIONS	TALTZ (all forms and strengths)	15.00%	\$0.00	Pass Thru	Pass Thru
INFLAMMATORY CONDITIONS	TREMFYA	15.00%	\$0.00	Pass Thru	Pass Thru
INFLAMMATORY CONDITIONS	XELJANZ (all forms and strengths)	16.00%	\$0.00	Pass Thru	Pass Thru
IRON TOXICITY	EXJADE	14.00%	\$0.00	Pass Thru	Pass Thru
MISCELLANEOUS SPECIALTY CONDITIONS	ACTHAR H.P.	16.00%	\$0.00	Pass Thru	Pass Thru
MISCELLANEOUS SPECIALTY CONDITIONS	APOKYN	16.00%	\$0.00	Pass Thru	Pass Thru
MISCELLANEOUS SPECIALTY CONDITIONS	ARESTIN	15.00%	\$0.00	Pass Thru	Pass Thru
MISCELLANEOUS SPECIALTY CONDITIONS	AUSTEDO	16.00%	\$0.00	Pass Thru	Pass Thru
MISCELLANEOUS SPECIALTY CONDITIONS	BOTOX (all forms and strengths)	18.50%	\$0.00	Pass Thru	Pass Thru
MISCELLANEOUS SPECIALTY CONDITIONS	CHENODAL	No Access	No Access	Pass Thru	Pass Thru
MISCELLANEOUS SPECIALTY CONDITIONS	CHOLBAM	No Access	No Access	Pass Thru	Pass Thru
MISCELLANEOUS SPECIALTY CONDITIONS	CYSTAGON	No Access	No Access	Pass Thru	Pass Thru
MISCELLANEOUS SPECIALTY CONDITIONS	CYSTARAN	No Access	No Access	Pass Thru	Pass Thru
MISCELLANEOUS SPECIALTY CONDITIONS	DARAPRIM	No Access	No Access	Pass Thru	Pass Thru
MISCELLANEOUS	DUOPA	2.00%	\$0.00	Pass Thru	Pass Thru

SPECIALTY CONDITIONS					
MISCELLANEOUS SPECIALTY CONDITIONS	DYSPORT	16.00%	\$0.00	Pass Thru	Pass Thru
MISCELLANEOUS SPECIALTY CONDITIONS	FERRIPROX	No Access	No Access	Pass Thru	Pass Thru
MISCELLANEOUS SPECIALTY CONDITIONS	GATTEX	16.00%	\$0.00	Pass Thru	Pass Thru
MISCELLANEOUS SPECIALTY CONDITIONS	GOCOVRI	No Access	No Access	Pass Thru	Pass Thru
MISCELLANEOUS SPECIALTY CONDITIONS	INGREZZA	No Access	No Access	Pass Thru	Pass Thru
MISCELLANEOUS SPECIALTY CONDITIONS	HEMANGEOL	No Access	No Access	Pass Thru	Pass Thru
MISCELLANEOUS SPECIALTY CONDITIONS	HETLIOZ	16.00%	\$0.00	Pass Thru	Pass Thru
MISCELLANEOUS SPECIALTY CONDITIONS	JUXTAPID	15.00%	\$0.00	Pass Thru	Pass Thru
MISCELLANEOUS SPECIALTY CONDITIONS	KEVEYIS	No Access	No Access	Pass Thru	Pass Thru
MISCELLANEOUS SPECIALTY CONDITIONS	KYNAMRO	15.00%	\$0.00	Pass Thru	Pass Thru
MISCELLANEOUS SPECIALTY CONDITIONS	MAKENA	16.00%	\$0.00	Pass Thru	Pass Thru
MISCELLANEOUS SPECIALTY CONDITIONS	MYOBLOC	18.50%	\$0.00	Pass Thru	Pass Thru
MISCELLANEOUS SPECIALTY CONDITIONS	NORTHERA	16.00%	\$0.00	Pass Thru	Pass Thru
MISCELLANEOUS SPECIALTY CONDITIONS	NUPLAZID	16.00%	\$0.00	Pass Thru	Pass Thru
MISCELLANEOUS SPECIALTY CONDITIONS	PRIALT	No Access	No Access	Pass Thru	Pass Thru
MISCELLANEOUS SPECIALTY CONDITIONS	PROCYSBI	12.70%	\$0.00	Pass Thru	Pass Thru
MISCELLANEOUS SPECIALTY CONDITIONS	RADICAVA	No Access	No Access	Pass Thru	Pass Thru
MISCELLANEOUS SPECIALTY CONDITIONS	RAVICTI	16.00%	\$0.00	Pass Thru	Pass Thru
MISCELLANEOUS SPECIALTY CONDITIONS	SABRIL	14.00%	\$0.00	Pass Thru	Pass Thru
MISCELLANEOUS SPECIALTY CONDITIONS	SAMSCA	15.00%	\$0.00	Pass Thru	Pass Thru
MISCELLANEOUS SPECIALTY CONDITIONS	SINUVA	No Access	No Access	Pass Thru	Pass Thru
MISCELLANEOUS SPECIALTY CONDITIONS	SOLESTA	15.00%	\$0.00	Pass Thru	Pass Thru
MISCELLANEOUS SPECIALTY CONDITIONS	SOLIRIS	14.00%	\$0.00	Pass Thru	Pass Thru
MISCELLANEOUS SPECIALTY CONDITIONS	SPRIX	No Access	No Access	Pass Thru	Pass Thru
MISCELLANEOUS SPECIALTY CONDITIONS	STRENSIQ	No Access	No Access	Pass Thru	Pass Thru
MISCELLANEOUS SPECIALTY CONDITIONS	SUBLOCADE	13.70%	\$0.00	Pass Thru	Pass Thru
MISCELLANEOUS SPECIALTY CONDITIONS	TETRABENAZINE	20.00%	\$0.00	Pass Thru	Pass Thru
MISCELLANEOUS SPECIALTY CONDITIONS	THIOLA	No Access	No Access	Pass Thru	Pass Thru
MISCELLANEOUS SPECIALTY CONDITIONS	VARITHENA (all forms and strengths)	No Access	No Access	Pass Thru	Pass Thru
MISCELLANEOUS	VIGABATRIN	14.00%	\$0.00	Pass Thru	Pass Thru

SPECIALTY CONDITIONS					
MISCELLANEOUS SPECIALTY CONDITIONS	VIVITROL	16.00%	\$0.00	Pass Thru	Pass Thru
MISCELLANEOUS SPECIALTY CONDITIONS	XENAZINE	16.00%	\$0.00	Pass Thru	Pass Thru
MISCELLANEOUS SPECIALTY CONDITIONS	XEOMIN	5.40%	\$0.00	Pass Thru	Pass Thru
MISCELLANEOUS SPECIALTY CONDITIONS	XERMELO	No Access	No Access	Pass Thru	Pass Thru
MISCELLANEOUS SPECIALTY CONDITIONS	XIAFLEX	No Access	No Access	Pass Thru	Pass Thru
MISCELLANEOUS SPECIALTY CONDITIONS	XURIDEN	No Access	No Access	Pass Thru	Pass Thru
MISCELLANEOUS SPECIALTY CONDITIONS	XYREM	11.50%	\$0.00	Pass Thru	Pass Thru
MISCELLANEOUS SPECIALTY CONDITIONS	ZECUITY	No Access	No Access	Pass Thru	Pass Thru
MULTIPLE SCLEROSIS	AMPYRA	18.50%	\$0.00	Pass Thru	Pass Thru
MULTIPLE SCLEROSIS	AUBAGIO	15.00%	\$0.00	Pass Thru	Pass Thru
MULTIPLE SCLEROSIS	AVONEX (all forms and strengths)	18.50%	\$0.00	Pass Thru	Pass Thru
MULTIPLE SCLEROSIS	BETASERON	16.00%	\$0.00	Pass Thru	Pass Thru
MULTIPLE SCLEROSIS	COPAXONE 20 MG	18.50%	\$0.00	Pass Thru	Pass Thru
MULTIPLE SCLEROSIS	COPAXONE 40 MG	18.50%	\$0.00	Pass Thru	Pass Thru
MULTIPLE SCLEROSIS	EXTAVIA	18.50%	\$0.00	Pass Thru	Pass Thru
MULTIPLE SCLEROSIS	GILENYA	18.50%	\$0.00	Pass Thru	Pass Thru
MULTIPLE SCLEROSIS	GLATIRAMER ACETATE	27.00%	\$0.00	Pass Thru	Pass Thru
MULTIPLE SCLEROSIS	GLATOPA	27.00%	\$0.00	Pass Thru	Pass Thru
MULTIPLE SCLEROSIS	LEMTADA	16.00%	\$0.00	Pass Thru	Pass Thru
MULTIPLE SCLEROSIS	MITOXANTRONE HCL	16.00%	\$0.00	Pass Thru	Pass Thru
MULTIPLE SCLEROSIS	OCREVUS	15.00%	\$0.00	Pass Thru	Pass Thru
MULTIPLE SCLEROSIS	PLEGRIDY (all forms and strengths)	16.00%	\$0.00	Pass Thru	Pass Thru
MULTIPLE SCLEROSIS	REBIF (all forms and strengths)	18.50%	\$0.00	Pass Thru	Pass Thru
MULTIPLE SCLEROSIS	TECFIDERA	16.00%	\$0.00	Pass Thru	Pass Thru
MULTIPLE SCLEROSIS	TYSABRI	13.00%	\$0.00	Pass Thru	Pass Thru
MULTIPLE SCLEROSIS	ZINBRYTA	16.00%	\$0.00	Pass Thru	Pass Thru
MUSCULAR DYSTROPHY	EMFLAZA	No Access	No Access	Pass Thru	Pass Thru
MUSCULAR DYSTROPHY	EXONDYS 51	No Access	No Access	Pass Thru	Pass Thru
MUSCULAR DYSTROPHY	SPINRAZA	15.00%	\$0.00	Pass Thru	Pass Thru
OPHTHALMIC CONDITIONS	EYLEA	14.00%	\$0.00	Pass Thru	Pass Thru
OPHTHALMIC CONDITIONS	ILUVIEN	14.00%	\$0.00	Pass Thru	Pass Thru
OPHTHALMIC CONDITIONS	JETREA	No Access	No Access	Pass Thru	Pass Thru
OPHTHALMIC CONDITIONS	LUCENTIS	16.00%	\$0.00	Pass Thru	Pass Thru
OPHTHALMIC CONDITIONS	LUXTURN A	14.70%	\$0.00	Pass Thru	Pass Thru
OPHTHALMIC CONDITIONS	MACUGEN	16.00%	\$0.00	Pass Thru	Pass Thru
OPHTHALMIC CONDITIONS	OZURDEX	15.00%	\$0.00	Pass Thru	Pass Thru

OPHTHALMIC CONDITIONS	RETISERT	8.00%	\$0.00	Pass Thru	Pass Thru
OPHTHALMIC CONDITIONS	VISUDYNE	5.40%	\$0.00	Pass Thru	Pass Thru
OSTEOARTHRITIS	EUFLEXXA	16.00%	\$0.00	Pass Thru	Pass Thru
OSTEOARTHRITIS	GEL-ONE	16.00%	\$0.00	Pass Thru	Pass Thru
OSTEOARTHRITIS	GELSYN - 3	16.00%	\$0.00	Pass Thru	Pass Thru
OSTEOARTHRITIS	GENVISC 850	No Access	No Access	Pass Thru	Pass Thru
OSTEOARTHRITIS	HYALGAN	16.00%	\$0.00	Pass Thru	Pass Thru
OSTEOARTHRITIS	MONOVISC	16.00%	\$0.00	Pass Thru	Pass Thru
OSTEOARTHRITIS	ORTHOVISC	16.00%	\$0.00	Pass Thru	Pass Thru
OSTEOARTHRITIS	SUPARTZ (all forms and strengths)	16.00%	\$0.00	Pass Thru	Pass Thru
OSTEOARTHRITIS	SYNISC (all forms and strengths)	16.00%	\$0.00	Pass Thru	Pass Thru
OSTEOARTHRITIS	VISCO-3	16.00%	\$0.00	Pass Thru	Pass Thru
OSTEOARTHRITIS	ZILRETTA	No Access	No Access	Pass Thru	Pass Thru
OSTEOPOROSIS	BONIVA	18.50%	\$0.00	Pass Thru	Pass Thru
OSTEOPOROSIS	FORTEO	18.50%	\$0.00	Pass Thru	Pass Thru
OSTEOPOROSIS	IBANDRONATE SODIUM	61.73%	\$0.00	Pass Thru	Pass Thru
OSTEOPOROSIS	PROLIA	15.00%	\$0.00	Pass Thru	Pass Thru
OSTEOPOROSIS	RECLAST	18.50%	\$0.00	Pass Thru	Pass Thru
OSTEOPOROSIS	TYMLOS	18.50%	\$0.00	Pass Thru	Pass Thru
PULMONARY HYPERTENSION	ADCIRCA	16.00%	\$0.00	Pass Thru	Pass Thru
PULMONARY HYPERTENSION	ADEMPAS	16.00%	\$0.00	Pass Thru	Pass Thru
PULMONARY HYPERTENSION	DILUENT FOR EPOPROSTENOL VIAL	12.90%	\$0.00	Pass Thru	Pass Thru
PULMONARY HYPERTENSION	DILUENT FOR FLOLAN VIAL	2.00%	\$0.00	Pass Thru	Pass Thru
PULMONARY HYPERTENSION	DILUENT FOR REMODULIN	2.00%	\$0.00	Pass Thru	Pass Thru
PULMONARY HYPERTENSION	EPOPROSTENOL SODIUM	8.00%	\$0.00	Pass Thru	Pass Thru
PULMONARY HYPERTENSION	ESBRIET	16.00%	\$0.00	Pass Thru	Pass Thru
PULMONARY HYPERTENSION	FLOLAN	2.00%	\$0.00	Pass Thru	Pass Thru
PULMONARY HYPERTENSION	LETAIRIS	16.00%	\$0.00	Pass Thru	Pass Thru
PULMONARY HYPERTENSION	OFEV	16.00%	\$0.00	Pass Thru	Pass Thru
PULMONARY HYPERTENSION	OPSUMIT	16.00%	\$0.00	Pass Thru	Pass Thru
PULMONARY HYPERTENSION	ORENITRAM	16.00%	\$0.00	Pass Thru	Pass Thru
PULMONARY HYPERTENSION	REMODULIN	2.00%	\$0.00	Pass Thru	Pass Thru
PULMONARY HYPERTENSION	REVATIO	18.50%	\$0.00	Pass Thru	Pass Thru
PULMONARY HYPERTENSION	SILDENAFIL CITRATE	95.66%	\$0.00	Pass Thru	Pass Thru
PULMONARY HYPERTENSION	TRACLEER	18.50%	\$0.00	Pass Thru	Pass Thru

PULMONARY HYPERTENSION	TYVASO	8.00%	\$0.00	Pass Thru	Pass Thru
PULMONARY HYPERTENSION	UPTRAVI	16.00%	\$0.00	Pass Thru	Pass Thru
PULMONARY HYPERTENSION	VELETRI	8.00%	\$0.00	Pass Thru	Pass Thru
PULMONARY HYPERTENSION	VENTAVIS	2.00%	\$0.00	Pass Thru	Pass Thru
RESPIRATORY SYNCYTIAL VIRUS	SYNAGIS	16.00%	\$0.00	Pass Thru	Pass Thru

"Per Diem" The Specialty Drugs designated below incur an additional charge to cover costs of all supplies, equipment (e.g., pumps), and clinical monitoring required to administer the Specialty Drugs.

Therapeutic Class	Brand Name	Billing Code	Nursing & Per Diem
Immune Deficiency	All	S9338	\$65.00 / Infusion
Metabolic Disorder	All	S9357	\$65.00 / Infusion
PAH	Flolan, Veletri and Remodulin	S9347	\$65.00 / Day
PAH	Epoprostenol Sodium (Generic Flolan)	S9347	\$65.00 / Day
PAH	Ventavis	S9379	\$65.00 / Day
PAH	Tyvaso	S9061	\$30.00 / Day
Pulmonary	All	S9346	\$55.00 / Infusion
Nursing Rates	All drugs/therapies requiring nursing	99601 99602	\$150.00 per initial visit up to two(2) hours/\$75.00 per additional hour or a fraction thereof

SPECIALTY NET EFFECTIVE DISCOUNT GUARANTEES FOR MAIL ORDER CHANNEL

ESI guarantees that the overall annual Net Effective Discount for the products listed on the Specialty Price List that were dispensed through the mail order channel excluding Limited Distribution and Exclusive products will be at least **AWP (-) minus 19.00%** for Missouri Consolidated Commercial offer. Within ninety days (90) following the end of each contract year ESI will calculate the actual net effective discount for the products listed on the Specialty Price List that were dispensed through the mail order channel to determine if the guarantee has been met. If the actual overall Net Effective Discount is less than the guaranteed Net Effective Discount ESI will reimburse Missouri Consolidated the full dollar amount of the difference between the actual and guaranteed Net Effective Discounts. Missouri Consolidated will retain any amount that the actual Net Effective Discount exceeds the guaranteed Net Effective Discount. The calculation for the actual Net Effective Discount will be as follows: ((Total Ingredient Cost for the products listed on the Specialty Price List) divided by (Total AWP for the products listed on the Specialty Price List)) minus 1. This guarantee is contingent on Missouri Consolidated's continued participation in the National Preferred formulary as well as maintaining the current exclusive specialty arrangement.

1. MCHCP will receive 100% of Total Specialty Rebates.
2. MCHCP will receive 100% of the Specialty Manufacturer's Administrative Fee.

3. This proposal is contingent on ESI being the exclusive provider of Specialty Drugs through mail, (e.g. US Postal Service, FedEx, or other similar couriers), or MCHCP's continued participation in the Specialty RRA program. This proposal may be modified based upon state law requirements.
4. ESI reserves the right to modify these lists and rates. Accredo's specialty list may show estimated Book of Business MAC rates . These are estimates only based on averages and not guaranteed.
5. Specialty Mail Pricing Offer assumes a days' supply consistent with the Accredo Days' Supply Program.
6. The above drugs assume all forms and strengths with the exception of bulk chemicals and powders, including follow on generics. With the exception of the following: Oral forms of BONIVA(ibandronate sodium), Progesterone, and DDAVP(desmopressin acetate) are not considered specialty. Topical forms of Prograf and Astagraf (tacrolimus) are not considered specialty.
7. Specialty pricing is contingent on MCHCP's continued participation in the National Preferred Formulary.
8. Lower of Logic: mail specialty claims will adjudicate at the lower of AWP or MAC, retail specialty will adjudicate at the lower of AWP, MAC or U&C.



EXPRESS SCRIPTS®

**MEDICARE PART D
PHARMACY BENEFIT
MANAGEMENT SERVICES
EMPLOYER GROUP WAIVER PLAN
PRICING PROPOSAL
FOR**

Missouri Consolidated Health Care Plan

**Proposal Date:
July 30, 2018**

Retail Pharmacy Network and Home Delivery Pricing

Medco Containment Life Insurance Company, and Medco Containment Insurance Company of New York (hereafter referred to as "Express Scripts Medicare") is pleased to provide the following financial package to be the exclusive Medicare Part D PDP Administrator for Missouri Consolidated Health Care Plan's Employer Group Waiver Plan, effective date of January 1, 2019. The Express Scripts Medicare Part D Standard Retail Network has been established in accordance with all CMS requirements and currently has over 66,000 participating pharmacies. All major chains are represented, as well as Home Infusion, Indian/Tribal Health Service, and Long Term Care Pharmacies. Our Medicare Part D retail network must be used with MCHCP's plan.

Medicare Premier Access Network Participating Pharmacies	1-83 Days Supply	Maintenance Network 84-90 Days Supply*
Brand Average Annual Discount Guarantee	Pass-through Guarantee average: 2019: AWP-17.80% 2020: AWP-18.00% 2021: AWP-18.20%	Pass-through Guarantee average: AWP -23.10%
Generic Average Annual Discount Guarantee	Pass-through Guarantee average: 2019: AWP-83.00% 2020: AWP-83.00% 2021: AWP-83.00%	
Brand Dispensing Fee/Rx Guarantee	Pass-through Guarantee average: \$0.65	Pass-through Guarantee average: \$0.00
Generic Dispensing Fee/Rx Guarantee	Pass-through Guarantee average: \$0.65	Pass-through Guarantee average: \$0.00
Administrative Fee/Rx	\$0.00	\$0.00

Claims will be processed at the lower of the applicable AWP discount, MRA (if applicable), or U&C (retail only).

* Certain Participating Pharmacies have agreed to participate in the extended (84-90) days' supply network ("Maintenance Network") for maintenance drugs. Pricing in the 84-90 days' supply column set forth in the table above is applicable only if MCHCP implements a plan design that requires Members to fill such days' supply at a Maintenance Network Participating Pharmacy (i.e., MCHCP must implement a plan design whereby Members who fill 84-90 days' supply prescriptions at a Participating Pharmacy other than a Maintenance Network Participating Pharmacy do not receive benefit coverage under the Plan for such prescription). If no such plan design is implemented, the pricing for such days' supply will be the same as the 1-83 days' supply pricing set forth in the table above, and pricing for an 84-90 days' supply shall not apply, even if a Maintenance Network Participating Pharmacy is used.

Home Delivery Services	
Brand AWP Discount	AWP-24.50%
Generic AWP Discount	<p>The Lower of AWP-24.50% or MRA Guarantee Average:</p> <p>2019: AWP-87.00% 2020: AWP-87.00% 2021: AWP-87.00%</p>
Brand Dispensing Fee/Rx	\$0.00
Generic Dispensing Fee/Rx	\$0.00
Administrative Fee/Rx	\$0.00

Rebates

	Retail Pharmacy 1-83 Days Supply	Retail Pharmacy 84-90 Days Supply	Home Delivery
Rebate Share (%)	100%	100%	100%
Manufacturer Admin Fee Share (%)	100%	100%	100%
Rebate Guarantee / Brand Rx	Greater of	Greater of	Greater of
All Plan Designs	2019: \$163.00 2020: \$190.30 2021: \$226.00 or 100%	2019: \$489.00 2020: \$570.90 2021: \$678.00 or 100%	2019: \$489.00 2020: \$570.90 2021: \$678.00 or 100%

I/T/U and IHS Prescription Services

Pass through pricing. Rates vary by state.

Long Term Care and Home Infusion Services

Long Term Care Network Providers	Pricing
Brand Discount	Pass through with estimated annual discount of AWP-10.18%
Generic Discount	Pass through with estimated annual discount of AWP-10.18%
Brand Dispensing Fee/Rx	Pass through with estimated dispensing fee of \$4.50/rx
Generic Dispensing Fee/Rx	Pass through with estimated dispensing fee of \$4.50/rx
Administrative Fee/Rx	\$0.00

Home Infusion	Pricing*
Brand Discount	Pass through with estimated annual discount of AWP-10.18%
Generic Discount	Pass through with estimated annual discount of AWP-10.18%
Brand Dispensing Fee/Rx	Pass through with estimated dispensing fee of \$0.00/rx
Generic Dispensing Fee/Rx	Pass through with estimated dispensing fee of \$0.00/rx
Administrative Fee /Rx	\$0.00

Express Scripts' Specialty Offering

	Participating Pharmacies	Express Scripts Specialty Pharmacy Open
Discount Guarantee	NA	AWP-17.75%*

New to Market Specialty Product Pricing

For the purpose of this proposal, "new-to-market specialty drugs" are defined as follows: a Specialty Drug that: (i) ESI adds to the Specialty List after the Effective Date and (ii) becomes commercially available for dispensing after the Effective Date.

For new-to-market Specialty Drugs, ESI will guarantee a minimum discount of at least AWP less 13.00%. This guarantee excludes limited distribution and exclusive products.

	Participating Pharmacies	Express Scripts Specialty Pharmacy Open
Dispensing Fee/Rx	Pass Through	\$0.00
Administrative Fee/Rx	\$0.00	\$0.00

Specialty Rebate Guarantee	Participating Pharmacies	Express Scripts Specialty Pharmacy Open
Rebates - Current Med D Formulary	Rebate Share (%)	100%
	Manufacturer Admin Fee Share (%)	100%
	Rebate Guarantee / Brand Rx	Greater of
	All Plan Designs	Greater of
	2019: \$400.00	2019: \$1,000.00
	2020: \$450.00	2020: \$1,100.00
	2021: \$500.00	2021: \$1,200.00
	or 100%	or 100%

Open Specialty Option

Under the Open specialty option, patients may obtain specialty products through either the Express Scripts Specialty Pharmacy, when available, or participating pharmacies at the reimbursement rates set forth in *Appendix A*.

Specialty products will not be available through the Express Scripts Pharmacy; however, we will route any specialty scripts that come to our mail order facilities to the Express Scripts Specialty Pharmacy in a way that is seamless to the patient.

The current specialty drug list with pricing is provided in *Appendix A*. Note that this list is current as of the date of this proposal. This list will change continually as new specialty drugs enter the market or the Express Scripts Specialty Pharmacy gains access to additional limited distribution products. On a monthly basis, Express Scripts will communicate new drug additions that occurred throughout the previous month as well as their applicable discount rates.

Pricing does not include home infusion supplies and services unless otherwise noted.

Limited Distribution Drugs

Distribution of a small number of all specialty drugs is limited by the manufacturer to specific pharmacy providers. These drugs are not available through the Express Scripts Specialty Pharmacy. If the Express Scripts Specialty Pharmacy receives a prescription for one of these Limited Distribution medications, the Express Scripts Specialty Pharmacy will:

- Determine the pharmacy that is able to dispense the medication.
- Validate that the pharmacy is contracted to provide the medication based on the patient's insurance information, and:
 - Work with the patient and prescribing physician to initiate the transfer of the script to the appropriate pharmacy for fulfillment, or
 - Provide the patient and physician with information regarding possible patient assistance programs.

The cost of the medication will be billed through your regular invoice if the medication is a covered product.

Updates

Express Scripts updates the specialty drug lists as new products are introduced to the market or as Express Scripts Specialty Pharmacy gains access to additional limited distribution drugs. Express Scripts provides a monthly notice of added drugs. Pricing for these new products will be determined by Express Scripts, and MCHCP will have the option of covering the medication.

The full current list is always available on request from your account team.

Express Scripts' Inflation Protection Program

Under the program, ESI will pay to Sponsor \$0.50 per formulary brand drug claim for the self-insured EGWP population (the "Sponsor Inflation Payment"). Subject to the conditions set forth herein, ESI shall pay Sponsor the Sponsor Inflation Payment within approximately one hundred and eighty (180) days following the end of each calendar quarter for utilization occurring during such quarter. Non-formulary claims will be excluded.

Terms and Conditions of the Inflation Protection Program

The following claims will be excluded from all calculations related to the Inflation Protection Program: Medicare claims, Medicaid claims, any other government health care program claims, OTCs, member

submitted claims, subrogation claims, compounds, generic drugs, claims submitted by MCHCP owned, in-house, or on-site pharmacies, 340B claims, claims submitted through a 100% member cost-share program, biosimilars, drugs where the quantity or packaging has been changed by the manufacturer from the past year, and drugs for which there was no utilization in the calendar year prior to the calendar year for which the Inflation Guarantee payment is being determined.

If MCHCP makes material changes to its formulary or benefit design that negatively impact Express Scripts' ability to control inflation relative to MCHCP's formulary drug mix, then Express Scripts reserves the right to make an equitable adjustment to the Inflation Guarantee. MCHCP will notify Express Scripts at least thirty days prior to any formulary or benefit design change. ESI will then notify MCHCP within ten days of such notice whether such change would have a negative impact on Express Scripts ability to control inflation, whether such change would necessitate an equitable adjustment to the Inflation Guarantee, and, if so, the extent of that change. Express Scripts shall provide information supporting an equitable adjustment necessitated by the change.

Express Scripts' Inflation Protection Program, and the underlying economics, is separate and apart from, rebates and manufacturer administrative fees and the amounts described above will be paid to MCHCP in addition to any rebate payments to which MCHCP is entitled. MCHCP will not be entitled to receive any amounts related to drug price inflation or a related guarantee other than as set forth above. ESI contracts for inflation payments from manufacturers for its own account and ESI may realize positive margin between amounts paid to Sponsors and amounts received from pharmaceutical manufacturers. Conversely, ESI may realize negative margin if inflation payments from manufacturers are less than payments due to Sponsor.

No payments will be made to MCHCP unless MCHCP has an executed PBM agreement with Express Scripts.

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 Sponsor 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.

Generic Dispensing Rate Guarantee

The following is an example of the Generic Dispensing Rate (GDR) Guarantee Express Scripts is proposing for MCHCP's commercial business.

Proposed Generic Dispensing Rate Guarantees

	Contract Year 2017	Contract Year 2018 increment*	Contract Year 2019 increment*	Contract Year 2020 increment*	Contract Year 2021 increment*
Retail GDR	89.0%	+0.10%	+0.10%	+0.10%	+0.10%
Mail GDR	89.0%	+0.10%	+0.10%	+0.10%	+0.10%

* The generic dispensing rate guaranteed percentage in contract years two, three, four and five will be set to the previous year's actual generic dispensing rate plus the increment guaranteed for retail and mail in the table above.

Calculation of Generic Dispensing Rates and Penalty

Retail and mail generic dispensing rates by contract year will be calculated as total retail non-specialty generic claims divided by total non-specialty retail claims, and total mail non-specialty generic claims divided by total non-specialty mail claims.

The total dollar penalty in any contract year reflects the generic dispensing rate shortfall for that contract year (retail or mail), the actual claim volume for that year (retail or mail), and a penalty factor for that contract year (retail or mail). Specifically, the penalty will be calculated as the generic dispensing rate shortfall (if any) times the actual claim volume times the penalty factor.

The generic dispensing rate shortfall for a contract year will be calculated as the guaranteed generic dispensing rate for the contract year minus the actual generic dispensing rate for the contract year. Separate calculations will be performed for retail and mail, and for each contract year. Penalty factors are provided in the following table:

Penalty Factors

	Contract Year 2017	Contract Year 2018	Contract Year 2019	Contract Year 2020	Contract Year 2021
Retail GDR	\$185.37	\$202.44	\$219.38	\$241.09	\$265.15
Mail GDR	\$348.07	\$380.68	\$417.60	\$455.47	\$498.82

Reconciliation Period

Reconciliation will be completed annually, within 90 days of the end of each contract year.

Retail and Mail Offset

The reconciliation is based upon total integrated account performance. Positive performance against the retail guarantees will offset negative performance against the mail guarantee and vice versa.

Conditions

- Claims data provided by MCHCP is representative of aggregate claims experience
- Current utilization management programs or equally effective ones will remain in place
- Standard Express Scripts formulary assumed
- Consistent demographics and geography of the membership
- Benefit design changes will not reduce the current co-payment advantage of generics over brands or reduce the availability of generics

Pharmacy Management Fund (PMF)

- ESI will provide a one-time amount, up to \$7.50 per member implemented as of January 1, 2017, not to exceed \$150,000, to reimburse MCHCP for the actual, fair market value of expense items and services related to managing the pharmacy benefit, such as ID Cards, IT programming, formulary letters, member communications, and benefit set-up quality assurance. MCHCP may use PMF to pay for clinical program fees included in MCHCP's administrative fee invoice.
- Any PMF not utilized during a term (one contract year) of the Contract may be utilized and rolled over during any renewal term.
- MCHCP must submit adequate documentation of any applicable implementation expenses within 180 days of implementation, at which time a final reimbursement of eligible expenses will be made. Adequate documentation of any expenses not related to implementation must be submitted prior to contract termination for reimbursement. Expenses for reimbursable items or services must be incurred by MCHCP and submitted along with adequate documentation supporting the item or service performed in order to be considered for reimbursement in accordance with Express Scripts' standard PMF policies. All reimbursement under the PMF is subject to Express Scripts' standard PMF business practices for all clients.
- If the agreement terminates for any reason other than breach of the agreement by Express Scripts, MCHCP shall reimburse Express Scripts any amounts paid that have not been amortized by the effective date of termination.

Pricing Assumptions

- Rebate amounts continue to assume 100% of members, for an individual client, are included in the proposed benefit plan design(s).
- Effective date of 1/1/2019.
- Quoted fees and services are based on the contract term effective 1/1/19 through 12/31/21 or co-term with commercial agreement and are valid for 90 days from the date of the proposal; such fees are thereafter guaranteed for the term of the contract, subject to terms and conditions stated herein and in the PBM Agreement.
- Current RationalMed program will continue to be included in quoted administrative fee per claim.
- A discounted fee of \$0.26 PMPM will apply to the Advanced Opioid Management program for MCHCP's EGWP population.
- EGWP Plus Administrative fee will continue at \$8.00 PMPM.
- Minimum of 13,000 lives will be implemented on the effective date with claims experience consistent with the data provided with the RFP. None of the membership to be enrolled is based on a 100% copayment benefit plan or high deductible health plan.
- The pricing quoted assumes MCHCP continued use of Express Scripts' Standard Medicare Premier Access Network.
- Rebates are paid only upon receipt of a signed contract.
- The rebate guarantee does not apply to claims processed through staff model/hospital pharmacies where such pharmacy is subject to its own manufacturer contracts (rebate or purchase discounts), or through pharmacies that participate in the Federal government pharmaceutical purchasing program.
- In addition, member-submitted claims, subrogation claims, biosimilar products, OTC products, claims older than 180 days, and claims pursuant to a 100% Member copayment plan are also excluded for the purposes of rebate payments.

- MCHCP will be responsible for any claims paid by Express Scripts as part of the State to Payer and/or Payer to Payer Reconciliations.
- Rebate allocations will be made quarterly within approximately 90 days from the end of the quarter. Guarantee will be reconciled annually with any payment due to MCHCP made within 180 days from the end of each annual period.
- None of the membership to be enrolled is based on a 100% copayment benefit plan.
- If the Pricing Source discontinues the reporting of AWP or materially changes the manner in which AWP is calculated, then Express Scripts reserves the right to make an equitable adjustment as necessary to maintain the parties' relative economics and the pricing intent of this Agreement.
- The guarantee will be calculated as: $[1 - (\text{total discounted AWP ingredient cost (excluding dispensing fees and claims with ancillary charges, and prior to application of copayments) of applicable prescription drug claims for the annual period} / \text{total undiscounted AWP ingredient cost (both amounts will be calculated as of the date of adjudication) for the annual period})]$. OTC, U&C, compounds, member submitted claims, subrogation claims, vaccines, specialty products, biosimilar products, long term care pharmacy claims, home infusion, and products filled through in-house or 340b pharmacies (if applicable) are excluded from the guarantee.
- MCHCP agrees to continue with Express Scripts' Premier Access Formulary in order to be eligible for rebates, whether rebates are paid or applied. Drugs and supplies included on the selected formulary may be modified by Express Scripts from time to time as a result of factors, including, but not limited to, medical appropriateness, manufacturer rebate arrangements, and patent expirations.
- Express Scripts reserves the right to amend the price quotation set forth herein if there is a material change in the number of persons included in the prescription drug program or any material change in the benefit plan from that which was presented to Express Scripts and upon which this price quotation is based.
- The Specialty Pricing offered assumes a days' supply consistent with the Express Scripts Specialty Pharmacy Clinical Days' Supply Program.
- Under its Rebate program, Express Scripts may implement Express Scripts' formulary management programs and controls, which may include, among other things, cost-containment initiatives, and communications with Members, participating pharmacies, and/or physicians. Express Scripts reserves the right to modify or replace such programs from time to time. Guaranteed rebate amounts, if any, are conditioned on adherence to various formulary management controls, benefit design requirements, claims volume, and other factors stated in the applicable pharmaceutical manufacturer agreements, as communicated by Express Scripts to Sponsor from time to time. If any government action, change in law or regulation, change in the interpretation of any law or regulation, or any action by a pharmaceutical manufacturer has an adverse effect on the availability of rebates, then Express Scripts may make an adjustment to the rebate terms and guaranteed rebate amounts, if any, hereunder.
- Rebate guarantees assume that the current benefit plan design or the new benefit plan design as disclosed by the client will be implemented at the time these guarantees go into effect. Rebate guarantees are subject to adjustment if any clinical or trend programs intended to drive higher generic or OTC utilization are currently in place without Express Scripts' knowledge of both the program and the drugs within the program. Rebate guarantees are also subject to adjustment if the client chooses to implement any clinical or trend management programs intended to drive higher generic or OTC utilization during the course of the contract. Rebates are paid only upon receipt of a signed contract.
- For each eligible Brand Drug prescription-drug claim, ingredient cost will be calculated at the lesser of the applicable U&C or AWP discount price in determining the discount achieved for purposes of the guarantee, including 100% member copayment (claims where full cost is paid by member).

- For each eligible Generic Drug prescription-drug claim, ingredient cost will be calculated at the lesser of the applicable U&C, MRA (if applicable), or AWP discount price in determining the discount achieved for purposes of the guarantee, including 100% member copayment (claims where full cost is paid by member).
- The application of brand or generic/MRA pricing may be subject to certain “dispensed as written” (DAW) protocols and MCHCP- defined plan design and coverage policies for adjudication and Member copayment purposes.
- In addition, member submitted claims, subrogation claims, biosimilar products, OTC products, claims older than 180 days, and claims pursuant to a 100% Member copayment plan are also excluded for the purposes of rebate payments.
- To the extent the assumptions are incorrect as of the implementation date of this Agreement, or MCHCP changes its benefit design or formulary during the term of the Agreement, the guarantee will be equitably adjusted if there is a material impact on the generic discount achieved.
- Express Scripts will pay MCHCP the difference attributable to any shortfall between the actual result and the guaranteed result. For pricing guarantees, the only offsetting will be on retail generic discount guarantees, as retail 1-83 and retail 84-90 will be considered one combined retail generic guarantee. Rebate guarantees are measured in the aggregate and reconciled annually.

EGWP Plus Services**EGWP Plus Administrative Fee****\$8.00 PMPM**

Express Scripts' EGWP Plus administrative fee includes the following services:

Implementation

Implementation and support for up to one plan design

Incremental Cost for implementing multiple plan designs - \$5,000 per plan design per year

Medicare Part D Formulary and Network Management

Contracting of retail, long term care, and home infusion networks to conform to CMS access requirements

Establishment of a CMS approved Formulary and P&T Committee support

Formulary management and change notification communications

Administration of manufacturer rebate contracts in compliance with CMS requirements

Electronic Prescribing

Electronic Prescribing – Core Services

Claims Processing

Electronic Claims Processing

Enrollment Management

Electronic Eligibility submission

Initial enrollment, age-in members, low-income management

Eligibility/Enrollment status reporting

Home Delivery Services

Processing and delivery of prescriptions received via Internet, fax, phone or mail

Prescription Delivery - Standard

Therapeutic Resource Center services where appropriate

Mail Programs where appropriate

Participation in Mail Marketing Programs where appropriate

Refill orders received by phone or Internet 24 hours a day, 7 days a week

Handling and postage expense of mail-order prescriptions. If postage rates (i.e., U.S. mail and/or applicable commercial courier services) increase during the term of this Agreement, the Dispensing Fee will be increased to reflect such increase(s)

Braille prescription labels for visually impaired

Communication/educational materials included in medication packages:

- Summary statement of benefit account
- Drug Information Leaflet with each new prescription
- Buck slips highlighting benefit components
- Pre-addressed pharmacy order form/envelope
- Refill or renewal form (when appropriate)

Specialty Pharmacy Services

Clinical support, including:

- Patient tele-counseling from specially trained pharmacists and nurses
- Care management including information and support directly to the patient
- Coordination of care with the patient's case manager and/or home care agency
- Specialty drug educational materials and product information

Toll-free telephone line for members using specialty drugs

Ancillary supplies (such as needles and syringes) provided with self-inject able medications

Logistics coordination of delivery to patient's home or physician's office

Express delivery to physician's office or patient's home

- Standard two-day delivery
- Overnight delivery if required by physician (excluding Sundays)

Comprehensive drug utilization management review applied to specialty pharmacy related medical and prescription claims

Enhanced physician services including communication materials, forms, informational hotline

Analysis of integrated pharmacy and medical claims databases to identify persons using specialty medications.

Targeted communications, including:

- An initial mailing upon enrollment notifying members of the change in plan coverage;
- Follow-up mailings and outbound phone calls notifying members of their eligibility for services from the specialty pharmacy

Additional services available:

Mailings direct to members, physicians or plan location - Quoted Upon Request

Medicare Processing and Reporting Services

Interaction with CMS and federal agencies to ensure compliance and applicable laws

Manage contact with CMS

Evaluate actuarial equivalence upon request

Processing, reconciliation, and reporting of CMS Direct Subsidy, CMS Low-Income Premium and Cost-Sharing, Coverage Gap Discount Payments, and CMS Catastrophic Reinsurance (subject to plan design)

LIS Premium Refund Service

Subsidies will only be received on behalf of members approved by CMS as eligible for the PDP. Any member rejected by CMS will not be eligible for any of the subsidies outlined above. To the extent that CMS, for any reason, re-opens a reconciliation window with the PDP, the PDP has the right to re-open reconciliation with the client for any of the above subsidies

Client management and financial reporting

Preparation of all data necessary to meet Medicare Part D Reporting Requirements

Development and transmission of applicable files to CMS as part of program administration

All CMS reporting requirements related to rebates, network access, TrOOP, clinical program management, claims administration, operational compliance, and other reports as required by CMS

Maintenance and support of CMS "Prescription Drug Event" (claim) process

- Maintenance and distribution of PDE files
- Process to manage CMS responses
- Resolution of PDE rejects

Support of up to one regulatory audit CMS might perform on behalf of MCHCP if applicable

Website

Express-Scripts.com for Clients & Advisors — access to:

- Reporting tools
- Eligibility Member status reporting
- Contact directory
- Sales and marketing information
- Benefit and enrollment support secured through Risk Base Authentication

Express-Scripts.com for Members — access to

- Benefit, drug, health and wellness information
- Prescription ordering capability
- Customer service

Account and Member Service

Assigned account team

Annual pharmacy benefit strategic planning with quarterly review

Medicare Call-Center Services including support for client's open enrollment (open enrollment support is dependent on MCHCP submitting benefit information within the required timeframe for support)

Grievance management

Centralized administration for payment of claim and administrative fees

Training for online tools

Care and Safety Management Education

Member Communications

Development of communication templates, customer service scripting, and other communication tools

Development of template language to be included in open enrollment materials

Mailing of Medicare required member communications, as applicable.

- Pre-notification Letters (Including benefit overview)

New Enrollee Packets

- Member ID card
- Quick Reference Guide
- Welcome Letter
- Benefit Overview
- Evidence of Coverage (EOC)
- Formulary Guidebook
- Pharmacy directory
- HIPAA Notice
- Home Delivery Order Form

On-Going

- Transition Supply Letters
- Explanation of Benefits (EOBs)
- Medication Therapy Management (MTM) Letters
- Coverage Determination Letters
- Grievance and Appeals Letters
- Low Income Subsidy (LIS) Riders
- Late Enrollment Penalty (LEP) Attestation Letters
- Enrollment/Disenrollment Letters
- 60 Day Formulary Notification Letters
- Other CMS required notifications

Renewal Member Packet

- Annual Notice of Changes (ANOC)
- Evidence of Coverage (EOC)
- Formulary Guidebook
- Home Delivery Order Form

Clinical Services

Concurrent Drug Utilization Reporting (DUR)

Retrospective DUR

Medication Therapy Management and reporting

Fraud, Waste, and Abuse Program

CMS Approved Utilization Management Programs including Drug Quantity Management, Prior Authorization, and Step Therapy

Participating Pharmacies

Pharmacy Audit

Pharmacy Help Desk

Pharmacy Network Management

Network Development Upon Request

Pharmacy Reimbursement

The administrative fee associated with this proposal is based on all known CMS and other regulatory and operational requirements as of the date of this document. Should CMS introduce additional requirements that substantially change the cost to deliver the services described here, Express Scripts will disclose those changes in writing to MCHCP and along with any associated changes in the administrative fee.

Additional PBM Services

Additional PBM Services	Fees
Claims Processing	
Member Submit Fee (includes Medicaid subrogation claims)	\$10.00 per claim
Custom Client Reporting	
Custom Ad Hoc Reports – applies for reporting outside of self services reporting tool	\$150 per hour; minimum \$500 charge
Single Sign-In	
Standard SSO	No charge (included in base offering)
Add Web Services <ul style="list-style-type: none"> Enables client to display actionable alerts from Express Scripts to their home website Integrates certain functions such as claims summary, pharmacy location 	minimum \$15,000 upcharge, depending on nature of web service
Add Single Identifier <ul style="list-style-type: none"> Includes a single identifier value (SSO ID) that must match pass-thru eligibility 	\$5,000 upcharge
Formulary Services Fee	
High Performance Formulary	\$10,000 Implementation fee + \$0.05 PMPM
Premium Billing	
Member Premium Billing	Pricing available upon request
Account and Member Services	
Member Requested Materials	\$1.50 + postage per packet
Client requested Re-carding	\$1.50 + postage per packet
Custom materials	Priced upon request
Mailings over five pages in length	Priced upon request
Cost Exceeds Maximum	
Express Scripts-Managed Cost Exceeds Maximum (CEM) edits (For non-compound drugs)	\$10,000 CEM limit – included in pricing Custom CEM limit less than \$10,000 - \$0.01PMPM fee
Express Scripts-Managed Cost Exceeds Maximum (CEM) edit (For compound drugs)	Included in pricing
MCHCP-Managed Cost Exceeds Maximum (CEM) edit (For non-compound and compound drugs)	Included in pricing
Reviews and Appeals Management	
<u>Initial Determinations (i.e. coverage reviews) and Level One Appeals for the Coverage Authorization Program</u> , consisting of: <ul style="list-style-type: none"> Prior Authorization Step Therapy Drug Quantity Management 	Included in EGWP Admin Fee
<u>Initial Determinations and Level One Appeals for the Benefit Review Program</u> , consisting of reviews known as: <ul style="list-style-type: none"> Plan Design Related Requests Plan Exclusion Reviews (clinical or administrative reviews of non-covered drugs) Copay Reviews Plan Limit Reviews (e.g. age, gender, days' supply) 	Included in EGWP Admin Fee

Additional PBM Services	Fees
limits) • Plan Rule/Administrative Reviews/Non-clinical Reviews • Clinical Benefit Reviews • Direct Claim Reject Reviews	

Calculation of member months is determined by Express Scripts by reference to the eligibility files.

OPTIONAL CLINICAL SERVICES

HEALTH CHOICES AND DRUG CHOICES (EGWP)

Express Scripts offers a comprehensive suite of health solutions. These offerings may change or be discontinued from time to time as our offering is updated to meet the clinical needs of our clients and the changing marketplace.

Guided by the insights of Health Decision ScienceSM, our proprietary platform for delivering better decisions that drive healthier outcomes, Express Scripts provides the most comprehensive set of base solutions in the industry, with advanced options for even greater care and cost control. Medicare and Medicaid clients may not be eligible for all programs listed based on state and federal guidelines.

Health Choices	Fees
Concurrent DUR	No charge (included in base offering)
ScreenRx	\$0.21 PMPM
ExpressAlliance	<u>Web Access: Priced on request (Less than 8,000 lives)</u> <u>Web Access: \$0.04 PMPM (8,000 life minimum)</u> Secure, online access to real-time, patient eligibility, medication history, clinical gaps in care, and potential savings opportunities <u>Advantage: \$0.10 PMPM (8,000 life minimum)</u> Same as Web Access, plus high-value, flexible targeting options at population level with prioritized recommendations based on clinical severity, and continuous program monitoring and reporting <u>Advantage Plus: \$0.15 PMPM (15,000 life minimum)</u> All of the above, plus enhanced specialist pharmacist services for nurses, including weekly case screenings, educational services, and grand round case reviews <u>Just Diagnosed (New to therapy) data feed: \$5,000 set up per vendor and \$500 per month</u> Single sign on: Client specific priced upon request

Health Choices	Fees
RationalMed	No charge (included in base offering)
Pharmacogenomics	2C9/ VKORC1 Warfarin Testing: \$450 per completed test 2C19 Clopidogrel (Plavix) Testing: \$480 per completed test HLA-B*5701 Abacavir Testing: \$625 per completed test CCR5 Maraviroc (Selzentry) Testing: \$2,800 per completed test BCR-ABL Gleevec, Sprycel, Tasigna Testing: \$660 per completed test
Retrospective DUR	Included in EGWP Admin Fee
Physician Report Card – Mailed Profiles Only	Fixed Quarterly Fee: \$1,350 per quarter Cost per package mailed-enrolled: 1-4 pages: \$3.00 per package 5-8 pages: \$4.00 per package 9-12 pages: \$5.00 per package 12-14 pages: \$5.50 per package
Physician Consultation – Academic Detailer	No charge (included in base offering)

Medicare	Fee
Medicare Medication Therapy Management (MTM)	Included in EGWP Admin Fee
eMTM (for clients with Medicare MTM)	Prescriber Outreach: \$0.26 PMPM Member and Prescriber Outreach: \$0.52 PMPM

Drug Choice Programs	Fee
Formulary Notification	No charge for standard
Fraud, Waste, & Abuse	Included in EGWP Admin Fee
My RxChoices	No Charge (included in base offering)
2016 Utilization Management Drug Quantity Management- quantity dispensed per prescription Prior Authorization – intervene to support appropriate use at the point of service through pre-established clinical criteria Step Therapy – intervene to support the use of less expensive and clinically appropriate medications at the point of sale	Standard Offering included in EGWP Admin Fee <ul style="list-style-type: none"> • All rules included in the standard formulary selected • CMS required rules Custom Rules have a \$50,000 annual set-up fee

Vaccines

	Participating Pharmacies/Mail Service Pharmacy/-Express Scripts Specialty Pharmacy	Other than Participating Pharmacies/Mail Service Pharmacy/Express Scripts Specialty Pharmacy ⁽¹⁾
Vaccine Administration	\$20.00 per Part D covered vaccine	Pass Through Charge as Submitted
Ingredient Cost	Applicable discount rate as set forth in the Agreement	Pass Through Charge as Submitted
Administrative Fee/Vaccine Claim	Participating Pharmacy Administrative Fee per Prescription Drug Claim as set forth in the Agreement	Member Submitted Administrative Fee per Prescription Drug Claim as set forth in the Agreement

⁽¹⁾ Except for Vaccine Claims submitted electronically by physicians. Pricing for Vaccine Claims submitted electronically by physicians is set forth below.

	Vaccine Claims Submitted Electronically by Physicians
Vaccine Administration⁽¹⁾	\$20.00 per Part D covered vaccine
Ingredient Cost	Pass-Through
Administrative Fee/Vaccine Claim	Participating Pharmacy Administrative Fee per Prescription Drug Claim as set forth in the Agreement
Vendor Transaction Fee	Pass Through at \$3.75 ⁽¹⁾

⁽¹⁾ \$3.75 is the fee currently charged by DSI to Express Scripts. This amount is subject to change. Express Scripts will provide Sponsor prior written notice of any change.

Billing and Payment

Billing Information*	
Billing Frequency Claims	Bi-Weekly
Billing Frequency EGWP Administrative Fee	Monthly
Payment Options	
Wire Transfer	Payments must be transferred within two business days of receipt of Express Scripts' invoice/billing statement.
Automated Clearing House (ACH)	Payments must be made within two business days of receipt of Express Scripts' invoice/billing statement.
	Funds must be available in the client's bank account within 48 hours of receipt of Express Scripts' invoice/billing statement.

* Each client is subject to a standard credit evaluation.

Financial Disclosure to Express Scripts Clients

This disclosure provides an overview of the principal revenue sources of Express Scripts, Inc. and Medco Health Solutions, Inc. (individually and collectively referred to herein as “ESI”), as well as ESI’s affiliates. In addition to administrative and dispensing fees paid to ESI by our clients for pharmaceutical benefit management (“PBM”) services, ESI and its affiliates derive revenue from other sources, including arrangements with pharmaceutical manufacturers, wholesale distributors, and retail pharmacies. Some of this revenue relates to utilization of prescription drugs by members of the clients receiving PBM services. ESI may pass through certain manufacturer payments to its clients or may retain those payments for itself, depending on the contract terms between ESI and the client.

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

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

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

Manufacturer Programs Formulary Rebates, Associated Administrative Fees, and PBM Service Fees – ESI contracts for its own account to obtain formulary rebates attributable to the utilization of certain brand drugs and supplies (and possibly certain authorized generics marketed under a brand manufacturer’s new drug application). Formulary rebate amounts received vary based on client specific utilization, the volume of utilization as well as formulary position applicable to the drug or supplies, and adherence to

various formulary management controls, benefit design requirements, claims volume, and other similar factors, and in certain instances also may vary based on the product's market-share. ESI often pays an amount equal to all or a portion of the formulary rebates it receives to a client based on the client's PBM agreement terms. ESI or its affiliates may maintain non-client specific aggregate guarantees and may realize positive margin. In addition, ESI provides administrative services to contracted manufacturers, which include, for example, maintenance and operation of systems and other infrastructure necessary for invoicing and processing rebates, pharmacy discount programs, access to drug utilization data, as allowed by law, for purposes of verifying and evaluating applicable payments, and for other purposes related to the manufacturer's products. ESI receives administrative fees from the participating manufacturers for these services. These administrative fees are calculated based on the price of the drug or supplies along with the volume of utilization and do not exceed the greater of (i) 4.58% of the average wholesale price, or (ii) 5.5% of the wholesale acquisition cost of the products. In its capacity as a PBM company, ESI also may receive other compensation from manufacturers for the performance of various programs or services, including, for example, formulary compliance initiatives, clinical services, therapy management services, education services, inflation protection programs, medical benefit management services, cost containment programs, discount programs, and the sale of non-patient identifiable claim information. This compensation is not part of the formulary rebates or associated administrative fees, and ESI may realize positive margin between amounts paid to clients and amounts received from pharmaceutical manufacturers. ESI retains the financial benefit of the use of any funds held until payment is made to the client.

Copies of ESI's standard formularies may be reviewed at www.express-scripts.com/wps/portal/. In addition to formulary considerations, other plan design elements are described in ESI's Plan Design Review Guide, which may be reviewed at www.express-scripts.com/wps/portal/.

ESI Subsidiary Pharmacies – ESI has several licensed pharmacy subsidiaries, including our specialty pharmacies. These entities may maintain product purchase discount arrangements and/or fee-for-service arrangements with pharmaceutical manufacturers, wholesale distributors, and other health care providers. These subsidiary pharmacies contract for these arrangements on their own account in support of their various pharmacy operations. Many of these subsidiary arrangements relate to services provided outside of PBM arrangements, and may be entered into irrespective of whether the particular drug is on one of ESI's national formularies. Discounts and fee-for-service payments received by ESI's subsidiary pharmacies are not part of the PBM formulary rebates or associated administrative fees paid to ESI in connection with ESI's PBM formulary rebate programs. However, certain purchase discounts received by ESI's subsidiary pharmacies, whether directly or through ESI, may be considered for formulary purposes if the value of such purchase discounts is used by ESI to supplement the discount on the ingredient cost of the drug to the client based on the client's PBM agreement terms. From time to time, ESI and its affiliates also may pursue and maintain for its own account other supply chain sourcing relationships not described below as beneficial to maximize ESI's drug purchasing capabilities and efficiencies, and ESI or affiliates may realize an overall positive margin with regard to these initiatives.

The following provides additional information regarding examples of ESI subsidiary discount arrangements and fee-for-service arrangements with pharmaceutical manufacturers, and wholesale distributors:

ESI Subsidiary Pharmacy Discount Arrangements – ESI subsidiary pharmacies purchase prescription drug inventories, either from manufacturers or wholesalers, for dispensing to patients. Often, purchase discounts off the acquisition cost of these products are made available by manufacturers and wholesalers in the form of either up-front discounts or retrospective discounts. These purchase discounts, obtained through separate purchase contracts, are not formulary rebates paid in connection with our PBM formulary rebate programs. Drug purchase discounts are based on a pharmacy's inventory needs and, at times, the performance of related patient care services and other performance requirements. When a subsidiary pharmacy dispenses a product from its inventory, the purchase price paid for the dispensed product, including applicable dispensing fees, may be greater or less than that pharmacy's acquisition cost for the product net of purchase discounts. In general, our pharmacies realize an overall positive margin between the net acquisition cost and the amounts paid for the dispensed drugs.

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

Other Manufacturer Arrangements – ESI also maintains other lines of business that may involve discount and service fee relationships with pharmaceutical manufacturers and wholesale distributors. Examples of these businesses include a wholesale distribution business, group purchasing organizations (and related group purchasing organization fees), a medical benefit management company, and United BioSource Corporation ("UBC"). Compensation derived through these business arrangements is not considered for PBM formulary placement, and is in addition to other amounts described herein. Of particular note, UBC partners with life sciences and pharmaceutical companies to develop, commercialize, and support safe, effective use and access to pharmaceutical products. UBC maintains a team of research scientists, biomedical experts, research operations professionals, technologists and clinicians who work with clients to conduct and support clinical trials, create, and validate and administer pre and post product safety and risk management programs. UBC also works on behalf of pharmaceutical manufacturers to provide product and disease state education programs, reimbursement assistance, and other support services to the public at large. These service fees are not part of the formulary rebates or associated administrative fees.

Third Party Data Sales – Consistent with any client contract limitations, ESI or its affiliates may sell HIPAA compliant information maintained in their capacity as a PBM, pharmacy, or otherwise to data aggregators, manufacturers, or other third parties on a fee-for-service basis or as a condition of discount eligibility. All such activities are conducted in compliance with applicable patient and pharmacy privacy laws and client contract restrictions.

October 1, 2015

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

Express Scripts Manufacturer Payment Disclosure

For the last publicly reported fiscal year (2016), Express Scripts Total Product Revenue exceeded \$100,287,500,000. For the same reporting period, Express Scripts Total Manufacturer Payments equaled \$14,139,737,630. Of that total, approximately 79% was attributable to Manufacturer Formulary Payments and approximately 21% was attributable to Manufacturer Additional Payments. Express Scripts reports this information on a quarterly and annual basis to clients that receive amounts through their contracted PBM arrangement with Express Scripts attributable to formulary rebates earned by Express Scripts.

Express Scripts Total Product Revenue	Express Scripts' total net revenue, which consists principally of sales of prescription drugs to clients, either through Express Scripts' network of contracted retail pharmacies or through the Express Scripts Pharmacy SM .
Express Scripts Total Manufacturer Payments	All compensation or remuneration earned by Express Scripts from pharmaceutical manufacturers, including, but not limited to, rebates, regardless of how characterized, and administrative or management fees.
Percentage of Manufacturer Payments that are Manufacturer Formulary Payments	Manufacturer payments earned by Express Scripts that are in return for or as part of formulary placement, or that are characterized as "formulary" or "base" rebates, divided by Express Scripts Total Manufacturer Payments.
Percentage of Manufacturer Payments that are Manufacturer Additional Payments	All manufacturer payments earned other than "formulary" or "base" rebates divided by Express Scripts Total Manufacturer Payments.

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Appendix A

EGWP Mail Specialty List

Premier Access		Mail Specialty		Retail Specialty	
THERAPY	DRUG	Non Exclusive AWP Discount	Dispensing Fee	AWP Discount	Dispensing Fee
ALPHA 1 DEFICIENCY	ARALAST NP	15.00%	\$0.00	Pass Thru	Pass Thru
ALPHA 1 DEFICIENCY	GLASSIA	15.00%	\$0.00	Pass Thru	Pass Thru
ALPHA 1 DEFICIENCY	PROLASTIN (all forms and strengths)	No Access	No Access	Pass Thru	Pass Thru
ALPHA 1 DEFICIENCY	ZEMAIRA	15.00%	\$0.00	Pass Thru	Pass Thru
ANTICOAGULANT	ARIXTRA	15.00%	\$0.00	Pass Thru	Pass Thru
ANTICOAGULANT	ENOXAPARIN SODIUM	69.81%	\$0.00	Pass Thru	Pass Thru
ANTICOAGULANT	FONDAPARINUX SODIUM	50.63%	\$0.00	Pass Thru	Pass Thru
ANTICOAGULANT	FRAGMIN	15.00%	\$0.00	Pass Thru	Pass Thru
ANTICOAGULANT	IPRIVASK	15.00%	\$0.00	Pass Thru	Pass Thru
ANTICOAGULANT	LOVENOX	15.00%	\$0.00	Pass Thru	Pass Thru
ASTHMA	CINQAIR	No Access	No Access	Pass Thru	Pass Thru
ASTHMA	DUPIXENT	17.00%	\$0.00	Pass Thru	Pass Thru
ASTHMA	FASENRA	17.00%	\$0.00	Pass Thru	Pass Thru
ASTHMA	NUCALA	17.00%	\$0.00	Pass Thru	Pass Thru
ASTHMA	ORALAIR	No Access	No Access	Pass Thru	Pass Thru
ASTHMA	XOLAIR	17.00%	\$0.00	Pass Thru	Pass Thru
BLOOD CELL DEFICIENCY	ARANESP	15.00%	\$0.00	Pass Thru	Pass Thru
BLOOD CELL DEFICIENCY	EPOGEN	15.00%	\$0.00	Pass Thru	Pass Thru
BLOOD CELL DEFICIENCY	GRANIX	15.00%	\$0.00	Pass Thru	Pass Thru
BLOOD CELL DEFICIENCY	LEUKINE	15.00%	\$0.00	Pass Thru	Pass Thru
BLOOD CELL DEFICIENCY	MOZOBIL	15.00%	\$0.00	Pass Thru	Pass Thru
BLOOD CELL DEFICIENCY	NEULASTA	15.00%	\$0.00	Pass Thru	Pass Thru
BLOOD CELL DEFICIENCY	NEUMEGA	15.00%	\$0.00	Pass Thru	Pass Thru
BLOOD CELL DEFICIENCY	NEUPOGEN	15.00%	\$0.00	Pass Thru	Pass Thru
BLOOD CELL DEFICIENCY	NPLATE	15.00%	\$0.00	Pass Thru	Pass Thru
BLOOD CELL DEFICIENCY	PROCRIT	15.00%	\$0.00	Pass Thru	Pass Thru
BLOOD CELL DEFICIENCY	PROMACTA	15.00%	\$0.00	Pass Thru	Pass Thru
CANCER	ABRAXANE	15.00%	\$0.00	Pass Thru	Pass Thru
CANCER	ADCETRIS	14.00%	\$0.00	Pass Thru	Pass Thru
CANCER	AFINITOR (all forms and strengths)	14.00%	\$0.00	Pass Thru	Pass Thru
CANCER	ALECENSA	14.00%	\$0.00	Pass Thru	Pass Thru
CANCER	ALIQOPA	No Access	No Access	Pass Thru	Pass Thru
CANCER	ALUNBRIG	15.00%	\$0.00	Pass Thru	Pass Thru
CANCER	ARRANON	15.00%	\$0.00	Pass Thru	Pass Thru
CANCER	ARZERRA	15.00%	\$0.00	Pass Thru	Pass Thru
CANCER	AVASTIN	15.00%	\$0.00	Pass Thru	Pass Thru

CANCER	AZACITIDINE	17.50%	\$0.00	Pass Thru	Pass Thru
CANCER	BAVENCIO	No Access	No Access	Pass Thru	Pass Thru
CANCER	BELEODAQ	No Access	No Access	Pass Thru	Pass Thru
CANCER	BENDEKA	15.00%	\$0.00	Pass Thru	Pass Thru
CANCER	BESPONSA	No Access	No Access	Pass Thru	Pass Thru
CANCER	BEXAROTENE	17.50%	\$0.00	Pass Thru	Pass Thru
CANCER	BLINCYTO	No Access	No Access	Pass Thru	Pass Thru
CANCER	BOSULIF	15.00%	\$0.00	Pass Thru	Pass Thru
CANCER	CABOMETYX	15.00%	\$0.00	Pass Thru	Pass Thru
CANCER	CALQUENCE	No Access	No Access	Pass Thru	Pass Thru
CANCER	CAPECITABINE	44.32%	\$0.00	Pass Thru	Pass Thru
CANCER	CAPRELSA	No Access	No Access	Pass Thru	Pass Thru
CANCER	COMETRIQ	No Access	No Access	Pass Thru	Pass Thru
CANCER	COTELLIC	15.00%	\$0.00	Pass Thru	Pass Thru
CANCER	CYRAMZA	14.00%	\$0.00	Pass Thru	Pass Thru
CANCER	DACOGEN	14.00%	\$0.00	Pass Thru	Pass Thru
CANCER	DARZALEX	15.00%	\$0.00	Pass Thru	Pass Thru
CANCER	DECITABINE	17.50%	\$0.00	Pass Thru	Pass Thru
CANCER	ELIGARD	15.00%	\$0.00	Pass Thru	Pass Thru
CANCER	EMPLICITI	15.00%	\$0.00	Pass Thru	Pass Thru
CANCER	ERBITUX	15.00%	\$0.00	Pass Thru	Pass Thru
CANCER	ERIVEDGE	13.00%	\$0.00	Pass Thru	Pass Thru
CANCER	ERLEADA	15.00%	\$0.00	Pass Thru	Pass Thru
CANCER	ERWINAZE	No Access	No Access	Pass Thru	Pass Thru
CANCER	EVOMELA	No Access	No Access	Pass Thru	Pass Thru
CANCER	FARYDAK	15.00%	\$0.00	Pass Thru	Pass Thru
CANCER	FIRMAGON	14.00%	\$0.00	Pass Thru	Pass Thru
CANCER	FOLOTYN	14.00%	\$0.00	Pass Thru	Pass Thru
CANCER	GAZYVA	15.00%	\$0.00	Pass Thru	Pass Thru
CANCER	GILOTRIF	14.00%	\$0.00	Pass Thru	Pass Thru
CANCER	GLEEVEC	17.00%	\$0.00	Pass Thru	Pass Thru
CANCER	HALAVEN	14.00%	\$0.00	Pass Thru	Pass Thru
CANCER	HERCEPTIN	15.00%	\$0.00	Pass Thru	Pass Thru
CANCER	HYCAMTIN	15.00%	\$0.00	Pass Thru	Pass Thru
CANCER	IBRANCE	15.00%	\$0.00	Pass Thru	Pass Thru
CANCER	ICLUSIG	No Access	No Access	Pass Thru	Pass Thru
CANCER	IDHIFA	15.00%	\$0.00	Pass Thru	Pass Thru
CANCER	IMATINIB MESYLATE	24.00%	\$0.00	Pass Thru	Pass Thru
CANCER	IMBRUVICA	No Access	No Access	Pass Thru	Pass Thru
CANCER	IMLYGIC	No Access	No Access	Pass Thru	Pass Thru
CANCER	IMFINZI	15.00%	\$0.00	Pass Thru	Pass Thru
CANCER	INLYTA	15.00%	\$0.00	Pass Thru	Pass Thru
CANCER	INTRON A	15.00%	\$0.00	Pass Thru	Pass Thru

CANCER	IRESSA	14.00%	\$0.00	Pass Thru	Pass Thru
CANCER	ISTODAX	15.00%	\$0.00	Pass Thru	Pass Thru
CANCER	IXEMPRA	14.00%	\$0.00	Pass Thru	Pass Thru
CANCER	JADENU (all forms and strengths)	13.00%	\$0.00	Pass Thru	Pass Thru
CANCER	JAKAFI	15.00%	\$0.00	Pass Thru	Pass Thru
CANCER	JEVTANA	15.00%	\$0.00	Pass Thru	Pass Thru
CANCER	KADCYLA	15.00%	\$0.00	Pass Thru	Pass Thru
CANCER	KEPIVANCE	No Access	No Access	Pass Thru	Pass Thru
CANCER	KEYTRUDA	No Access	No Access	Pass Thru	Pass Thru
CANCER	KISQALI (all forms and strengths)	15.00%	\$0.00	Pass Thru	Pass Thru
CANCER	KYMRIAH	No Access	No Access	Pass Thru	Pass Thru
CANCER	KYPROLIS	No Access	No Access	Pass Thru	Pass Thru
CANCER	LARTRUVO	14.00%	\$0.00	Pass Thru	Pass Thru
CANCER	LENVIMA	15.00%	\$0.00	Pass Thru	Pass Thru
CANCER	LEUPROLIDE ACETATE	49.63%	\$0.00	Pass Thru	Pass Thru
CANCER	LONSURF	15.00%	\$0.00	Pass Thru	Pass Thru
CANCER	LUPANETA PACK	15.00%	\$0.00	Pass Thru	Pass Thru
CANCER	LUPRON DEPOT (all forms and strengths)	15.00%	\$0.00	Pass Thru	Pass Thru
CANCER	LUTATHERA	No Access	No Access	Pass Thru	Pass Thru
CANCER	LYNPARZA	14.00%	\$0.00	Pass Thru	Pass Thru
CANCER	MARQIBO	No Access	No Access	Pass Thru	Pass Thru
CANCER	MATULANE	No Access	No Access	Pass Thru	Pass Thru
CANCER	MEKINIST	15.00%	\$0.00	Pass Thru	Pass Thru
CANCER	MYLOTARG	No Access	No Access	Pass Thru	Pass Thru
CANCER	NERLYNX	15.00%	\$0.00	Pass Thru	Pass Thru
CANCER	NEXAVAR	14.00%	\$0.00	Pass Thru	Pass Thru
CANCER	NINLARO	15.00%	\$0.00	Pass Thru	Pass Thru
CANCER	ODOMZO	15.00%	\$0.00	Pass Thru	Pass Thru
CANCER	ONIVYDE	No Access	No Access	Pass Thru	Pass Thru
CANCER	OPDIVO	15.00%	\$0.00	Pass Thru	Pass Thru
CANCER	PEGASYS	17.00%	\$0.00	Pass Thru	Pass Thru
CANCER	PEG-INTRON (all forms and strengths)	15.00%	\$0.00	Pass Thru	Pass Thru
CANCER	PERJETA	14.00%	\$0.00	Pass Thru	Pass Thru
CANCER	POMALYST	15.00%	\$0.00	Pass Thru	Pass Thru
CANCER	PORTRAZZA	14.00%	\$0.00	Pass Thru	Pass Thru
CANCER	PROLEUKIN	15.00%	\$0.00	Pass Thru	Pass Thru
CANCER	PROTHELIAL	15.00%	\$0.00	Pass Thru	Pass Thru
CANCER	PURIXAN	No Access	No Access	Pass Thru	Pass Thru
CANCER	REVLIMID	15.00%	\$0.00	Pass Thru	Pass Thru
CANCER	RITUXAN (all forms and strengths)	15.00%	\$0.00	Pass Thru	Pass Thru
CANCER	RUBRACA	No Access	No Access	Pass Thru	Pass Thru
CANCER	RYDAPT	15.00%	\$0.00	Pass Thru	Pass Thru
CANCER	PROVENGE	No Access	No Access	Pass Thru	Pass Thru

CANCER	SPRYCEL	13.00%	\$0.00	Pass Thru	Pass Thru
CANCER	STIVARGA	15.00%	\$0.00	Pass Thru	Pass Thru
CANCER	SUTENT	15.00%	\$0.00	Pass Thru	Pass Thru
CANCER	SYLATRON (all forms and strengths)	15.00%	\$0.00	Pass Thru	Pass Thru
CANCER	SYLVANT	14.00%	\$0.00	Pass Thru	Pass Thru
CANCER	SYNRIBO	No Access	No Access	Pass Thru	Pass Thru
CANCER	TAFINLAR	15.00%	\$0.00	Pass Thru	Pass Thru
CANCER	TAGRISSE	14.00%	\$0.00	Pass Thru	Pass Thru
CANCER	TARCEVA	17.00%	\$0.00	Pass Thru	Pass Thru
CANCER	TARGRETIN	17.00%	\$0.00	Pass Thru	Pass Thru
CANCER	TASIGNA	14.00%	\$0.00	Pass Thru	Pass Thru
CANCER	TECENTRIQ	14.00%	\$0.00	Pass Thru	Pass Thru
CANCER	TEMODAR	15.00%	\$0.00	Pass Thru	Pass Thru
CANCER	TEMOZOLOMIDE	60.12%	\$0.00	Pass Thru	Pass Thru
CANCER	THALOMID	15.00%	\$0.00	Pass Thru	Pass Thru
CANCER	THYROGEN	14.00%	\$0.00	Pass Thru	Pass Thru
CANCER	TOPOTECAN HCL	15.00%	\$0.00	Pass Thru	Pass Thru
CANCER	TORISEL	15.00%	\$0.00	Pass Thru	Pass Thru
CANCER	TREANDA	15.00%	\$0.00	Pass Thru	Pass Thru
CANCER	TYKERB	14.00%	\$0.00	Pass Thru	Pass Thru
CANCER	UNITUXIN	No Access	No Access	Pass Thru	Pass Thru
CANCER	VALCHLOR	5.40%	\$0.00	Pass Thru	Pass Thru
CANCER	VALSTAR	14.00%	\$0.00	Pass Thru	Pass Thru
CANCER	VANTAS	14.00%	\$0.00	Pass Thru	Pass Thru
CANCER	VECTIBIX	14.00%	\$0.00	Pass Thru	Pass Thru
CANCER	VELCADE	15.00%	\$0.00	Pass Thru	Pass Thru
CANCER	VENCLEXTA (all forms and strengths)	No Access	No Access	Pass Thru	Pass Thru
CANCER	VERZENIO	15.00%	\$0.00	Pass Thru	Pass Thru
CANCER	VIDAZA	15.00%	\$0.00	Pass Thru	Pass Thru
CANCER	VISTOGARD	No Access	No Access	Pass Thru	Pass Thru
CANCER	VOTRIENT	14.00%	\$0.00	Pass Thru	Pass Thru
CANCER	VYXEOS (all forms and strengths)	No Access	No Access	Pass Thru	Pass Thru
CANCER	XALKORI	15.00%	\$0.00	Pass Thru	Pass Thru
CANCER	XELODA	15.00%	\$0.00	Pass Thru	Pass Thru
CANCER	XGEVA	14.00%	\$0.00	Pass Thru	Pass Thru
CANCER	XOFIGO	No Access	No Access	Pass Thru	Pass Thru
CANCER	XTANDI	15.00%	\$0.00	Pass Thru	Pass Thru
CANCER	YERVOY	15.00%	\$0.00	Pass Thru	Pass Thru
CANCER	YESCARTA	No Access	No Access	Pass Thru	Pass Thru
CANCER	YONDELIS	No Access	No Access	Pass Thru	Pass Thru
CANCER	ZALTRAP	15.00%	\$0.00	Pass Thru	Pass Thru
CANCER	ZARXIO	15.00%	\$0.00	Pass Thru	Pass Thru
CANCER	ZEJULA	No Access	No Access	Pass Thru	Pass Thru

CANCER	ZELBORAF	13.00%	\$0.00	Pass Thru	Pass Thru
CANCER	ZOLADEX	15.00%	\$0.00	Pass Thru	Pass Thru
CANCER	ZOLEDRONIC ACID	28.19%	\$0.00	Pass Thru	Pass Thru
CANCER	ZOLINZA	15.00%	\$0.00	Pass Thru	Pass Thru
CANCER	ZOMETA	15.00%	\$0.00	Pass Thru	Pass Thru
CANCER	ZYDELIG	15.00%	\$0.00	Pass Thru	Pass Thru
CANCER	ZYKADIA	13.00%	\$0.00	Pass Thru	Pass Thru
CANCER	ZYTIGA	15.00%	\$0.00	Pass Thru	Pass Thru
CONTRACEPTIVE	LILETTA	0.00%	\$0.00	Pass Thru	Pass Thru
CONTRACEPTIVE	NEXPLANON	0.00%	\$0.00	Pass Thru	Pass Thru
CYSTIC FIBROSIS	BETHKIS	15.00%	\$0.00	Pass Thru	Pass Thru
CYSTIC FIBROSIS	CAYSTON	15.00%	\$0.00	Pass Thru	Pass Thru
CYSTIC FIBROSIS	KALYDECO	15.00%	\$0.00	Pass Thru	Pass Thru
CYSTIC FIBROSIS	KITABIS PAK	15.00%	\$0.00	Pass Thru	Pass Thru
CYSTIC FIBROSIS	ORKAMBI	15.00%	\$0.00	Pass Thru	Pass Thru
CYSTIC FIBROSIS	PULMOZYME	15.00%	\$0.00	Pass Thru	Pass Thru
CYSTIC FIBROSIS	SYMDEKO	15.00%	\$0.00	Pass Thru	Pass Thru
CYSTIC FIBROSIS	TOBI (all forms and strengths)	15.00%	\$0.00	Pass Thru	Pass Thru
CYSTIC FIBROSIS	TOBRAMYCIN (all forms and strengths)	28.97%	\$0.00	Pass Thru	Pass Thru
ENDOCRINE DISORDERS	AVEED	No Access	No Access	Pass Thru	Pass Thru
ENDOCRINE DISORDERS	EGRIFTA	15.00%	\$0.00	Pass Thru	Pass Thru
ENDOCRINE DISORDERS	KORLYM	No Access	No Access	Pass Thru	Pass Thru
ENDOCRINE DISORDERS	KUVAN	15.00%	\$0.00	Pass Thru	Pass Thru
ENDOCRINE DISORDERS	MIRCERA	No Access	No Access	Pass Thru	Pass Thru
ENDOCRINE DISORDERS	MYALEPT	5.40%	\$0.00	Pass Thru	Pass Thru
ENDOCRINE DISORDERS	NATPARA	14.00%	\$0.00	Pass Thru	Pass Thru
ENDOCRINE DISORDERS	OCTREOTIDE ACETATE	55.65%	\$0.00	Pass Thru	Pass Thru
ENDOCRINE DISORDERS	SANDOSTATIN (all forms and strengths)	15.00%	\$0.00	Pass Thru	Pass Thru
ENDOCRINE DISORDERS	SIGNIFOR (all forms and strengths)	12.00%	\$0.00	Pass Thru	Pass Thru
ENDOCRINE DISORDERS	SOMATULINE DEPOT	15.00%	\$0.00	Pass Thru	Pass Thru
ENDOCRINE DISORDERS	SOMAVERT	14.00%	\$0.00	Pass Thru	Pass Thru
ENDOCRINE DISORDERS	SUPPRELIN LA	15.00%	\$0.00	Pass Thru	Pass Thru
ENDOCRINE DISORDERS	TESTOPEL	No Access	No Access	Pass Thru	Pass Thru
ENDOCRINE DISORDERS	TRIPTODUR	No Access	No Access	Pass Thru	Pass Thru
ENZYME DEFICIENCY	ADAGEN	No Access	No Access	Pass Thru	Pass Thru
ENZYME DEFICIENCY	ALDURAZYME	7.50%	\$0.00	Pass Thru	Pass Thru
ENZYME DEFICIENCY	BRINEURA	No Access	No Access	Pass Thru	Pass Thru
ENZYME DEFICIENCY	CARBAGLU	7.50%	\$0.00	Pass Thru	Pass Thru
ENZYME DEFICIENCY	CERDELGA	14.00%	\$0.00	Pass Thru	Pass Thru
ENZYME DEFICIENCY	CEREZYME	15.00%	\$0.00	Pass Thru	Pass Thru
ENZYME DEFICIENCY	CYSTADANE	No Access	No Access	Pass Thru	Pass Thru
ENZYME DEFICIENCY	ELAPRASE	15.00%	\$0.00	Pass Thru	Pass Thru
ENZYME DEFICIENCY	ELELYSO	15.00%	\$0.00	Pass Thru	Pass Thru

ENZYME DEFICIENCY	FABRAZYME	7.50%	\$0.00	Pass Thru	Pass Thru
ENZYME DEFICIENCY	KANUMA	15.00%	\$0.00	Pass Thru	Pass Thru
ENZYME DEFICIENCY	LUMIZYME	14.00%	\$0.00	Pass Thru	Pass Thru
ENZYME DEFICIENCY	MEPSEVII	12.00%	\$0.00	Pass Thru	Pass Thru
ENZYME DEFICIENCY	NAGLAZYME	14.00%	\$0.00	Pass Thru	Pass Thru
ENZYME DEFICIENCY	NITYR	No Access	No Access	Pass Thru	Pass Thru
ENZYME DEFICIENCY	ORFADIN	No Access	No Access	Pass Thru	Pass Thru
ENZYME DEFICIENCY	SUCRAID	No Access	No Access	Pass Thru	Pass Thru
ENZYME DEFICIENCY	VIMIZIM	15.00%	\$0.00	Pass Thru	Pass Thru
ENZYME DEFICIENCY	VPRIV	15.00%	\$0.00	Pass Thru	Pass Thru
ENZYME DEFICIENCY	ZAVESCA	14.00%	\$0.00	Pass Thru	Pass Thru
GROWTH DEFICIENCY	GENOTROPIN	17.00%	\$0.00	Pass Thru	Pass Thru
GROWTH DEFICIENCY	HUMATROPE	17.00%	\$0.00	Pass Thru	Pass Thru
GROWTH DEFICIENCY	INCRELEX	8.00%	\$0.00	Pass Thru	Pass Thru
GROWTH DEFICIENCY	NORDITROPIN (all forms and strengths)	17.00%	\$0.00	Pass Thru	Pass Thru
GROWTH DEFICIENCY	NUTROPIN (all forms and strengths)	15.00%	\$0.00	Pass Thru	Pass Thru
GROWTH DEFICIENCY	OMNITROPE	15.00%	\$0.00	Pass Thru	Pass Thru
GROWTH DEFICIENCY	SAIZEN (all forms and strengths)	15.00%	\$0.00	Pass Thru	Pass Thru
GROWTH DEFICIENCY	SEROSTIM	15.00%	\$0.00	Pass Thru	Pass Thru
GROWTH DEFICIENCY	ZOMACTON	15.00%	\$0.00	Pass Thru	Pass Thru
GROWTH DEFICIENCY	ZORBTIVE	15.00%	\$0.00	Pass Thru	Pass Thru
HEMOPHILIA	ADVATE (all forms and strengths)	27.20%	\$0.00	Pass Thru	Pass Thru
HEMOPHILIA	ADYNOVATE	27.20%	\$0.00	Pass Thru	Pass Thru
HEMOPHILIA	AFSTYLA	32.40%	\$0.00	Pass Thru	Pass Thru
HEMOPHILIA	ALPHANATE	32.40%	\$0.00	Pass Thru	Pass Thru
HEMOPHILIA	ALPHANINE SD	32.40%	\$0.00	Pass Thru	Pass Thru
HEMOPHILIA	ALPROLIX	22.00%	\$0.00	Pass Thru	Pass Thru
HEMOPHILIA	BEBULIN (all forms and strengths)	12.70%	\$0.00	Pass Thru	Pass Thru
HEMOPHILIA	BENEFIX	12.70%	\$0.00	Pass Thru	Pass Thru
HEMOPHILIA	CEPROTIN	13.70%	\$0.00	Pass Thru	Pass Thru
HEMOPHILIA	COAGADEX	No Access	No Access	Pass Thru	Pass Thru
HEMOPHILIA	CORIFACT	27.20%	\$0.00	Pass Thru	Pass Thru
HEMOPHILIA	DDAVP	13.70%	\$0.00	Pass Thru	Pass Thru
HEMOPHILIA	DESMOPRESSIN ACETATE	90.84%	\$0.00	Pass Thru	Pass Thru
HEMOPHILIA	ELOCTATE	22.00%	\$0.00	Pass Thru	Pass Thru
HEMOPHILIA	FEIBA NF (all forms and strengths)	32.40%	\$0.00	Pass Thru	Pass Thru
HEMOPHILIA	HELIXATE FS	32.40%	\$0.00	Pass Thru	Pass Thru
HEMOPHILIA	HEMLIBRA	15.80%	\$0.00	Pass Thru	Pass Thru
HEMOPHILIA	HEMOPIL M	37.60%	\$0.00	Pass Thru	Pass Thru
HEMOPHILIA	HUMATE-P	31.40%	\$0.00	Pass Thru	Pass Thru
HEMOPHILIA	IDELVION	22.00%	\$0.00	Pass Thru	Pass Thru
HEMOPHILIA	IXINITY	22.00%	\$0.00	Pass Thru	Pass Thru
HEMOPHILIA	KOATE	30.00%	\$0.00	Pass Thru	Pass Thru

HEMOPHILIA	KOGENATE FS	34.50%	\$0.00	Pass Thru	Pass Thru
HEMOPHILIA	KOVALTRY	27.20%	\$0.00	Pass Thru	Pass Thru
HEMOPHILIA	MONOCLATE-P	32.40%	\$0.00	Pass Thru	Pass Thru
HEMOPHILIA	MONONINE	27.20%	\$0.00	Pass Thru	Pass Thru
HEMOPHILIA	NOVOEIGHT	32.40%	\$0.00	Pass Thru	Pass Thru
HEMOPHILIA	NOVOSEVEN (all forms and strengths)	27.20%	\$0.00	Pass Thru	Pass Thru
HEMOPHILIA	NUWIQ	27.20%	\$0.00	Pass Thru	Pass Thru
HEMOPHILIA	OBIZUR	No Access	No Access	Pass Thru	Pass Thru
HEMOPHILIA	PROFILNINE SD	27.20%	\$0.00	Pass Thru	Pass Thru
HEMOPHILIA	REBINYN	22.00%	\$0.00	Pass Thru	Pass Thru
HEMOPHILIA	RECOMBINATE	32.40%	\$0.00	Pass Thru	Pass Thru
HEMOPHILIA	RIASTAP	14.70%	\$0.00	Pass Thru	Pass Thru
HEMOPHILIA	RIXUBIS	32.40%	\$0.00	Pass Thru	Pass Thru
HEMOPHILIA	STIMATE	13.70%	\$0.00	Pass Thru	Pass Thru
HEMOPHILIA	TRETEN	12.70%	\$0.00	Pass Thru	Pass Thru
HEMOPHILIA	VONVENDI	No Access	No Access	Pass Thru	Pass Thru
HEMOPHILIA	WILATE	32.40%	\$0.00	Pass Thru	Pass Thru
HEMOPHILIA	XYNTHA (all forms and strengths)	27.20%	\$0.00	Pass Thru	Pass Thru
HEPATITIS C	COPEGUS	15.00%	\$0.00	Pass Thru	Pass Thru
HEPATITIS C	DAKLINZA	17.00%	\$0.00	Pass Thru	Pass Thru
HEPATITIS C	EPCLUSA	17.00%	\$0.00	Pass Thru	Pass Thru
HEPATITIS C	HARVONI	17.00%	\$0.00	Pass Thru	Pass Thru
HEPATITIS C	MAVYRET	17.00%	\$0.00	Pass Thru	Pass Thru
HEPATITIS C	MODERIBA	34.01%	\$0.00	Pass Thru	Pass Thru
HEPATITIS C	OCALIVA	15.00%	\$0.00	Pass Thru	Pass Thru
HEPATITIS C	OLYSIO	17.00%	\$0.00	Pass Thru	Pass Thru
HEPATITIS C	REBETOL	15.00%	\$0.00	Pass Thru	Pass Thru
HEPATITIS C	RIBAPAK	65.00%	\$0.00	Pass Thru	Pass Thru
HEPATITIS C	RIBASPHERE	62.92%	\$0.00	Pass Thru	Pass Thru
HEPATITIS C	RIBAVIRIN	88.71%	\$0.00	Pass Thru	Pass Thru
HEPATITIS C	SOVALDI	17.00%	\$0.00	Pass Thru	Pass Thru
HEPATITIS C	TECHNIVIE	17.00%	\$0.00	Pass Thru	Pass Thru
HEPATITIS C	VIEKIRA (all forms and strengths)	17.00%	\$0.00	Pass Thru	Pass Thru
HEPATITIS C	VOSEVI	17.00%	\$0.00	Pass Thru	Pass Thru
HEPATITIS C	ZEPATIER	17.00%	\$0.00	Pass Thru	Pass Thru
HEREDITARY ANGIOEDEMA	BERINERT	14.00%	\$0.00	Pass Thru	Pass Thru
HEREDITARY ANGIOEDEMA	CINRYZE	7.50%	\$0.00	Pass Thru	Pass Thru
HEREDITARY ANGIOEDEMA	FIRAZYR	14.00%	\$0.00	Pass Thru	Pass Thru
HEREDITARY ANGIOEDEMA	HAEGARDA	14.00%	\$0.00	Pass Thru	Pass Thru
HEREDITARY ANGIOEDEMA	KALBITOR	14.00%	\$0.00	Pass Thru	Pass Thru
HEREDITARY	RUCONEST	14.00%	\$0.00	Pass Thru	Pass Thru

ANGIOEDEMA					
HYPERCHOLESTEROLEMIA	PRALUENT (all forms and strengths)	12.70%	\$0.00	Pass Thru	Pass Thru
HYPERCHOLESTEROLEMIA	REPATHA (all forms and strengths)	12.70%	\$0.00	Pass Thru	Pass Thru
IMMUNE DEFICIENCY	ACTIMMUNE	14.70%	\$0.00	Pass Thru	Pass Thru
IMMUNE DEFICIENCY	BIVIGAM	15.80%	\$0.00	Pass Thru	Pass Thru
IMMUNE DEFICIENCY	CARIMUNE NF NANOFILTERED	17.00%	\$0.00	Pass Thru	Pass Thru
IMMUNE DEFICIENCY	CUVITRU	22.00%	\$0.00	Pass Thru	Pass Thru
IMMUNE DEFICIENCY	CYTOGAM	14.70%	\$0.00	Pass Thru	Pass Thru
IMMUNE DEFICIENCY	FLEBOGAMMA	15.80%	\$0.00	Pass Thru	Pass Thru
IMMUNE DEFICIENCY	GAMASTAN S-D	15.80%	\$0.00	Pass Thru	Pass Thru
IMMUNE DEFICIENCY	GAMMAGARD LIQUID	22.00%	\$0.00	Pass Thru	Pass Thru
IMMUNE DEFICIENCY	GAMMAGARD S-D	22.00%	\$0.00	Pass Thru	Pass Thru
IMMUNE DEFICIENCY	GAMMAKED	15.80%	\$0.00	Pass Thru	Pass Thru
IMMUNE DEFICIENCY	GAMMAPLEX	14.70%	\$0.00	Pass Thru	Pass Thru
IMMUNE DEFICIENCY	GAMUNEX (all forms and strengths)	15.80%	\$0.00	Pass Thru	Pass Thru
IMMUNE DEFICIENCY	HIZENTRA	22.00%	\$0.00	Pass Thru	Pass Thru
IMMUNE DEFICIENCY	HYQVIA	22.00%	\$0.00	Pass Thru	Pass Thru
IMMUNE DEFICIENCY	OCTAGAM	14.70%	\$0.00	Pass Thru	Pass Thru
IMMUNE DEFICIENCY	PRIVIGEN	14.70%	\$0.00	Pass Thru	Pass Thru
INFERTILITY	BRAVELLE	15.00%	\$0.00	Pass Thru	Pass Thru
INFERTILITY	CETROTIDE	15.00%	\$0.00	Pass Thru	Pass Thru
INFERTILITY	CHORIONIC GONADOTROPIN	15.00%	\$0.00	Pass Thru	Pass Thru
INFERTILITY	CRINONE	15.00%	\$0.00	Pass Thru	Pass Thru
INFERTILITY	ENDOMETRIN	15.00%	\$0.00	Pass Thru	Pass Thru
INFERTILITY	FOLLISTIM AQ	15.00%	\$0.00	Pass Thru	Pass Thru
INFERTILITY	GANIRELIX ACETATE	15.00%	\$0.00	Pass Thru	Pass Thru
INFERTILITY	GONAL-F (all forms and strengths)	15.00%	\$0.00	Pass Thru	Pass Thru
INFERTILITY	KYLEENA	No Access	No Access	Pass Thru	Pass Thru
INFERTILITY	MENOPUR	15.00%	\$0.00	Pass Thru	Pass Thru
INFERTILITY	MIRENA	No Access	No Access	Pass Thru	Pass Thru
INFERTILITY	NOVAREL	15.00%	\$0.00	Pass Thru	Pass Thru
INFERTILITY	OVIDREL	15.00%	\$0.00	Pass Thru	Pass Thru
INFERTILITY	PARAGARD	No Access	No Access	Pass Thru	Pass Thru
INFERTILITY	PREGNYL	15.00%	\$0.00	Pass Thru	Pass Thru
INFERTILITY	PROGESTERONE	30.00%	\$0.00	Pass Thru	Pass Thru
INFERTILITY	SKYLA	No Access	No Access	Pass Thru	Pass Thru
INFLAMMATORY CONDITIONS	ACTEMRA	8.00%	\$0.00	Pass Thru	Pass Thru
INFLAMMATORY CONDITIONS	ARCALYST	15.00%	\$0.00	Pass Thru	Pass Thru
INFLAMMATORY CONDITIONS	BENLYSTA	14.00%	\$0.00	Pass Thru	Pass Thru
INFLAMMATORY CONDITIONS	CIMZIA	15.00%	\$0.00	Pass Thru	Pass Thru

INFLAMMATORY CONDITIONS	COSENTYX (all forms and strengths)	14.00%	\$0.00	Pass Thru	Pass Thru
INFLAMMATORY CONDITIONS	ENBREL	17.00%	\$0.00	Pass Thru	Pass Thru
INFLAMMATORY CONDITIONS	ENTYVIO	14.00%	\$0.00	Pass Thru	Pass Thru
INFLAMMATORY CONDITIONS	HUMIRA (all forms and strengths)	17.00%	\$0.00	Pass Thru	Pass Thru
INFLAMMATORY CONDITIONS	HYMOVIS	15.00%	\$0.00	Pass Thru	Pass Thru
INFLAMMATORY CONDITIONS	ILARIS	15.00%	\$0.00	Pass Thru	Pass Thru
INFLAMMATORY CONDITIONS	INFLECTRA	15.80%	\$0.00	Pass Thru	Pass Thru
INFLAMMATORY CONDITIONS	KEVZARA	15.00%	\$0.00	Pass Thru	Pass Thru
INFLAMMATORY CONDITIONS	KINERET	No Access	No Access	Pass Thru	Pass Thru
INFLAMMATORY CONDITIONS	KRYSTEXXA	14.00%	\$0.00	Pass Thru	Pass Thru
INFLAMMATORY CONDITIONS	ORENCIA (all forms and strengths)	12.00%	\$0.00	Pass Thru	Pass Thru
INFLAMMATORY CONDITIONS	OTEZLA	15.00%	\$0.00	Pass Thru	Pass Thru
INFLAMMATORY CONDITIONS	REMICADE	17.00%	\$0.00	Pass Thru	Pass Thru
INFLAMMATORY CONDITIONS	RENFLEXIS	12.70%	\$0.00	Pass Thru	Pass Thru
INFLAMMATORY CONDITIONS	SILIQ	14.00%	\$0.00	Pass Thru	Pass Thru
INFLAMMATORY CONDITIONS	SIMPONI (all forms and strengths)	14.00%	\$0.00	Pass Thru	Pass Thru
INFLAMMATORY CONDITIONS	STELARA	14.00%	\$0.00	Pass Thru	Pass Thru
INFLAMMATORY CONDITIONS	TALTZ (all forms and strengths)	14.00%	\$0.00	Pass Thru	Pass Thru
INFLAMMATORY CONDITIONS	TREMFYA	14.00%	\$0.00	Pass Thru	Pass Thru
INFLAMMATORY CONDITIONS	XELJANZ (all forms and strengths)	15.00%	\$0.00	Pass Thru	Pass Thru
IRON TOXICITY	EXJADE	13.00%	\$0.00	Pass Thru	Pass Thru
MISCELLANEOUS SPECIALTY CONDITIONS	ACTHAR H.P.	15.00%	\$0.00	Pass Thru	Pass Thru
MISCELLANEOUS SPECIALTY CONDITIONS	APOKYN	15.00%	\$0.00	Pass Thru	Pass Thru
MISCELLANEOUS SPECIALTY CONDITIONS	ARESTIN	14.00%	\$0.00	Pass Thru	Pass Thru
MISCELLANEOUS SPECIALTY CONDITIONS	AUSTEDO	15.00%	\$0.00	Pass Thru	Pass Thru
MISCELLANEOUS SPECIALTY CONDITIONS	BOTOX (all forms and strengths)	17.00%	\$0.00	Pass Thru	Pass Thru
MISCELLANEOUS SPECIALTY CONDITIONS	CHENODAL	No Access	No Access	Pass Thru	Pass Thru
MISCELLANEOUS SPECIALTY CONDITIONS	CHOLBAM	No Access	No Access	Pass Thru	Pass Thru
MISCELLANEOUS SPECIALTY CONDITIONS	CYSTAGON	No Access	No Access	Pass Thru	Pass Thru
MISCELLANEOUS SPECIALTY CONDITIONS	CYSTARAN	No Access	No Access	Pass Thru	Pass Thru
MISCELLANEOUS	DARAPRIM	No Access	No Access	Pass Thru	Pass Thru

SPECIALTY CONDITIONS					
MISCELLANEOUS SPECIALTY CONDITIONS	DUOPA	1.00%	\$0.00	Pass Thru	Pass Thru
MISCELLANEOUS SPECIALTY CONDITIONS	DYSPORT	15.00%	\$0.00	Pass Thru	Pass Thru
MISCELLANEOUS SPECIALTY CONDITIONS	FERRIPROX	No Access	No Access	Pass Thru	Pass Thru
MISCELLANEOUS SPECIALTY CONDITIONS	GATTEX	15.00%	\$0.00	Pass Thru	Pass Thru
MISCELLANEOUS SPECIALTY CONDITIONS	GOCOVRI	No Access	No Access	Pass Thru	Pass Thru
MISCELLANEOUS SPECIALTY CONDITIONS	INGREZZA	No Access	No Access	Pass Thru	Pass Thru
MISCELLANEOUS SPECIALTY CONDITIONS	HEMANGEOL	No Access	No Access	Pass Thru	Pass Thru
MISCELLANEOUS SPECIALTY CONDITIONS	HETLIOZ	15.00%	\$0.00	Pass Thru	Pass Thru
MISCELLANEOUS SPECIALTY CONDITIONS	JUXTAPID	14.00%	\$0.00	Pass Thru	Pass Thru
MISCELLANEOUS SPECIALTY CONDITIONS	KEVEYIS	No Access	No Access	Pass Thru	Pass Thru
MISCELLANEOUS SPECIALTY CONDITIONS	KYNAMRO	14.00%	\$0.00	Pass Thru	Pass Thru
MISCELLANEOUS SPECIALTY CONDITIONS	MAKENA	15.00%	\$0.00	Pass Thru	Pass Thru
MISCELLANEOUS SPECIALTY CONDITIONS	MYOBLOC	17.00%	\$0.00	Pass Thru	Pass Thru
MISCELLANEOUS SPECIALTY CONDITIONS	NORTHERA	15.00%	\$0.00	Pass Thru	Pass Thru
MISCELLANEOUS SPECIALTY CONDITIONS	NUPLAZID	15.00%	\$0.00	Pass Thru	Pass Thru
MISCELLANEOUS SPECIALTY CONDITIONS	PRIALT	No Access	No Access	Pass Thru	Pass Thru
MISCELLANEOUS SPECIALTY CONDITIONS	PROCYSBI	5.40%	\$0.00	Pass Thru	Pass Thru
MISCELLANEOUS SPECIALTY CONDITIONS	RADICAVA	No Access	No Access	Pass Thru	Pass Thru
MISCELLANEOUS SPECIALTY CONDITIONS	RAVICTI	15.00%	\$0.00	Pass Thru	Pass Thru
MISCELLANEOUS SPECIALTY CONDITIONS	SABRIL	13.00%	\$0.00	Pass Thru	Pass Thru
MISCELLANEOUS SPECIALTY CONDITIONS	SAMSCA	14.00%	\$0.00	Pass Thru	Pass Thru
MISCELLANEOUS SPECIALTY CONDITIONS	SINUVA	No Access	No Access	Pass Thru	Pass Thru
MISCELLANEOUS SPECIALTY CONDITIONS	SOLESTA	14.00%	\$0.00	Pass Thru	Pass Thru
MISCELLANEOUS SPECIALTY CONDITIONS	SOLIRIS	13.00%	\$0.00	Pass Thru	Pass Thru
MISCELLANEOUS SPECIALTY CONDITIONS	SPRIX	No Access	No Access	Pass Thru	Pass Thru
MISCELLANEOUS SPECIALTY CONDITIONS	STRENSIQ	No Access	No Access	Pass Thru	Pass Thru
MISCELLANEOUS SPECIALTY CONDITIONS	SUBLOCADE	12.70%	\$0.00	Pass Thru	Pass Thru
MISCELLANEOUS SPECIALTY CONDITIONS	TETRABENAZINE	20.00%	\$0.00	Pass Thru	Pass Thru
MISCELLANEOUS SPECIALTY CONDITIONS	THIOLA	No Access	No Access	Pass Thru	Pass Thru
MISCELLANEOUS	VARITHENA (all forms and strengths)	No Access	No Access	Pass Thru	Pass Thru

SPECIALTY CONDITIONS					
MISCELLANEOUS SPECIALTY CONDITIONS	VIGABATRIN	13.00%	\$0.00	Pass Thru	Pass Thru
MISCELLANEOUS SPECIALTY CONDITIONS	VIVITROL	15.00%	\$0.00	Pass Thru	Pass Thru
MISCELLANEOUS SPECIALTY CONDITIONS	XENAZINE	15.00%	\$0.00	Pass Thru	Pass Thru
MISCELLANEOUS SPECIALTY CONDITIONS	XEOMIN	5.40%	\$0.00	Pass Thru	Pass Thru
MISCELLANEOUS SPECIALTY CONDITIONS	XERMELO	No Access	No Access	Pass Thru	Pass Thru
MISCELLANEOUS SPECIALTY CONDITIONS	XIAFLEX	No Access	No Access	Pass Thru	Pass Thru
MISCELLANEOUS SPECIALTY CONDITIONS	XURIDEN	No Access	No Access	Pass Thru	Pass Thru
MISCELLANEOUS SPECIALTY CONDITIONS	XYREM	10.50%	\$0.00	Pass Thru	Pass Thru
MISCELLANEOUS SPECIALTY CONDITIONS	ZECUITY	No Access	No Access	Pass Thru	Pass Thru
MULTIPLE SCLEROSIS	AMPYRA	17.00%	\$0.00	Pass Thru	Pass Thru
MULTIPLE SCLEROSIS	AUBAGIO	14.00%	\$0.00	Pass Thru	Pass Thru
MULTIPLE SCLEROSIS	AVONEX (all forms and strengths)	17.00%	\$0.00	Pass Thru	Pass Thru
MULTIPLE SCLEROSIS	BETASERON	15.00%	\$0.00	Pass Thru	Pass Thru
MULTIPLE SCLEROSIS	COPAXONE 20 MG	17.00%	\$0.00	Pass Thru	Pass Thru
MULTIPLE SCLEROSIS	COPAXONE 40 MG	17.00%	\$0.00	Pass Thru	Pass Thru
MULTIPLE SCLEROSIS	EXTAVIA	17.00%	\$0.00	Pass Thru	Pass Thru
MULTIPLE SCLEROSIS	GILENYA	17.00%	\$0.00	Pass Thru	Pass Thru
MULTIPLE SCLEROSIS	GLATIRAMER ACETATE	27.00%	\$0.00	Pass Thru	Pass Thru
MULTIPLE SCLEROSIS	GLATOPA	27.00%	\$0.00	Pass Thru	Pass Thru
MULTIPLE SCLEROSIS	LEMTRADA	15.00%	\$0.00	Pass Thru	Pass Thru
MULTIPLE SCLEROSIS	MITOXANTRONE HCL	15.00%	\$0.00	Pass Thru	Pass Thru
MULTIPLE SCLEROSIS	OCREVUS	14.00%	\$0.00	Pass Thru	Pass Thru
MULTIPLE SCLEROSIS	PLEGRIDY (all forms and strengths)	15.00%	\$0.00	Pass Thru	Pass Thru
MULTIPLE SCLEROSIS	REBIF (all forms and strengths)	17.00%	\$0.00	Pass Thru	Pass Thru
MULTIPLE SCLEROSIS	TECFIDERA	15.00%	\$0.00	Pass Thru	Pass Thru
MULTIPLE SCLEROSIS	TYSABRI	12.00%	\$0.00	Pass Thru	Pass Thru
MULTIPLE SCLEROSIS	ZINBRYTA	15.00%	\$0.00	Pass Thru	Pass Thru
MUSCULAR DYSTROPHY	EMFLAZA	No Access	No Access	Pass Thru	Pass Thru
MUSCULAR DYSTROPHY	EXONDYS 51	No Access	No Access	Pass Thru	Pass Thru
MUSCULAR DYSTROPHY	SPINRAZA	14.00%	\$0.00	Pass Thru	Pass Thru
OPHTHALMIC CONDITIONS	EYLEA	13.00%	\$0.00	Pass Thru	Pass Thru
OPHTHALMIC CONDITIONS	ILUVIEN	13.00%	\$0.00	Pass Thru	Pass Thru
OPHTHALMIC CONDITIONS	JETREA	No Access	No Access	Pass Thru	Pass Thru
OPHTHALMIC CONDITIONS	LUCENTIS	15.00%	\$0.00	Pass Thru	Pass Thru
OPHTHALMIC CONDITIONS	LUXTURN A	14.70%	\$0.00	Pass Thru	Pass Thru
OPHTHALMIC CONDITIONS	MACUGEN	15.00%	\$0.00	Pass Thru	Pass Thru

OPHTHALMIC CONDITIONS	OZURDEX	14.00%	\$0.00	Pass Thru	Pass Thru
OPHTHALMIC CONDITIONS	RETISERT	7.50%	\$0.00	Pass Thru	Pass Thru
OPHTHALMIC CONDITIONS	VISUDYNE	5.40%	\$0.00	Pass Thru	Pass Thru
OSTEOARTHRITIS	EUFLEXXA	15.00%	\$0.00	Pass Thru	Pass Thru
OSTEOARTHRITIS	GEL-ONE	15.00%	\$0.00	Pass Thru	Pass Thru
OSTEOARTHRITIS	GELSYN - 3	15.00%	\$0.00	Pass Thru	Pass Thru
OSTEOARTHRITIS	GENVISC 850	No Access	No Access	Pass Thru	Pass Thru
OSTEOARTHRITIS	HYALGAN	15.00%	\$0.00	Pass Thru	Pass Thru
OSTEOARTHRITIS	MONOVISC	15.00%	\$0.00	Pass Thru	Pass Thru
OSTEOARTHRITIS	ORTHOVISC	15.00%	\$0.00	Pass Thru	Pass Thru
OSTEOARTHRITIS	SUPARTZ (all forms and strengths)	15.00%	\$0.00	Pass Thru	Pass Thru
OSTEOARTHRITIS	SYNVISC (all forms and strengths)	15.00%	\$0.00	Pass Thru	Pass Thru
OSTEOARTHRITIS	VISCO-3	15.00%	\$0.00	Pass Thru	Pass Thru
OSTEOARTHRITIS	ZILRETTA	No Access	No Access	Pass Thru	Pass Thru
OSTEOPOROSIS	BONIVA	17.00%	\$0.00	Pass Thru	Pass Thru
OSTEOPOROSIS	FORTEO	17.00%	\$0.00	Pass Thru	Pass Thru
OSTEOPOROSIS	IBANDRONATE SODIUM	61.73%	\$0.00	Pass Thru	Pass Thru
OSTEOPOROSIS	PROLIA	14.00%	\$0.00	Pass Thru	Pass Thru
OSTEOPOROSIS	RECLAST	17.00%	\$0.00	Pass Thru	Pass Thru
OSTEOPOROSIS	TYMLOS	17.00%	\$0.00	Pass Thru	Pass Thru
PULMONARY HYPERTENSION	ADCIRCA	15.00%	\$0.00	Pass Thru	Pass Thru
PULMONARY HYPERTENSION	ADEMPAS	15.00%	\$0.00	Pass Thru	Pass Thru
PULMONARY HYPERTENSION	DILUENT FOR EPOPROSTENOL VIAL	12.90%	\$0.00	Pass Thru	Pass Thru
PULMONARY HYPERTENSION	DILUENT FOR FLOLAN VIAL	1.00%	\$0.00	Pass Thru	Pass Thru
PULMONARY HYPERTENSION	DILUENT FOR REMODULIN	1.00%	\$0.00	Pass Thru	Pass Thru
PULMONARY HYPERTENSION	EPOPROSTENOL SODIUM	5.00%	\$0.00	Pass Thru	Pass Thru
PULMONARY HYPERTENSION	ESBRIET	15.00%	\$0.00	Pass Thru	Pass Thru
PULMONARY HYPERTENSION	FLOLAN	1.00%	\$0.00	Pass Thru	Pass Thru
PULMONARY HYPERTENSION	LETAIRIS	15.00%	\$0.00	Pass Thru	Pass Thru
PULMONARY HYPERTENSION	OFEV	15.00%	\$0.00	Pass Thru	Pass Thru
PULMONARY HYPERTENSION	OPSUMIT	15.00%	\$0.00	Pass Thru	Pass Thru
PULMONARY HYPERTENSION	ORENITRAM	15.00%	\$0.00	Pass Thru	Pass Thru
PULMONARY HYPERTENSION	REMODULIN	1.00%	\$0.00	Pass Thru	Pass Thru
PULMONARY HYPERTENSION	REVATIO	17.00%	\$0.00	Pass Thru	Pass Thru
PULMONARY HYPERTENSION	SILDENAFIL CITRATE	95.66%	\$0.00	Pass Thru	Pass Thru

PULMONARY HYPERTENSION	TRACLEER	17.00%	\$0.00	Pass Thru	Pass Thru
PULMONARY HYPERTENSION	TYVASO	3.00%	\$0.00	Pass Thru	Pass Thru
PULMONARY HYPERTENSION	UPTRAVI	15.00%	\$0.00	Pass Thru	Pass Thru
PULMONARY HYPERTENSION	VELETRI	5.00%	\$0.00	Pass Thru	Pass Thru
PULMONARY HYPERTENSION	VENTAVIS	1.00%	\$0.00	Pass Thru	Pass Thru
RESPIRATORY SYNCYTIAL VIRUS	SYNAGIS	15.00%	\$0.00	Pass Thru	Pass Thru

SPECIALTY NET EFFECTIVE DISCOUNT GUARANTEES FOR MAIL ORDER CHANNEL

ESI guarantees that the overall annual Net Effective Discount for the products listed on the Specialty Price List that were dispensed through the mail order channel excluding Limited Distribution and Exclusive products will be at least **AWP (-) minus 17.75%** for the EGWP offer. Within ninety days (90) following the end of each contract year ESI will calculate the actual net effective discount for the products listed on the Specialty Price List that were dispensed through the mail order channel to determine if the guarantee has been met. If the actual overall Net Effective Discount is less than the guaranteed Net Effective Discount ESI will reimburse Missouri Consolidated the full dollar amount of the difference between the actual and guaranteed Net Effective Discounts. Missouri Consolidated will retain any amount that the actual Net Effective Discount exceeds the guaranteed Net Effective Discount. The calculation for the actual Net Effective Discount will be as follows: ((Total Ingredient Cost for the products listed on the Specialty Price List) divided by (Total AWP for the products listed on the Specialty Price List)) minus 1. This guarantee is contingent on Missouri Consolidated's continued participation in EGWP formulary as well as maintaining the current specialty arrangement.

1. MCHCP will receive 100% of Total Specialty Rebates.
2. MCHCP will receive 100% of the Specialty Manufacturer's Administrative Fee.
3. This proposal is contingent on ESI being the exclusive provider of Specialty Drugs through mail, (e.g. US Postal Service, FedEx, or other similar couriers), or MCHCP's continued participation in the Specialty RRA program. This proposal may be modified based upon state law requirements.
4. ESI reserves the right to modify these lists and rates. Accredo's specialty list may show estimated Book of Business MAC rates. These are estimates only based on averages and not guaranteed.
5. Specialty Mail Pricing Offer assumes a days' supply consistent with the Accredo Days' Supply Program.
6. The above drugs assume all forms and strengths with the exception of bulk chemicals and powders, including follow on generics. With the exception of the following: Oral forms of BONIVA (ibandronate sodium), Progesterone, and DDAVP (desmopressin acetate) are not considered specialty. Topical forms of Prograf and Astagraf (tacrolimus) are not considered specialty.
7. Specialty pricing is contingent on MCHCP's continued participation in the EGWP Formulary.

Lower of Logic: mail specialty claims will adjudicate at the lower of AWP or MAC, retail specialty will adjudicate at the lower of AWP, MAC or U&C.

FIRST AMENDMENT TO THE CONTRACT BETWEEN
MISSOURI CONSOLIDATED HEALTH CARE PLAN AND
EXPRESS SCRIPTS, INC., FOR PHARMACY BENEFIT MANAGEMENT
SERVICES

This first contract amendment is entered into by and between Missouri Consolidated Health Care Plan ("MCHCP") and Express Scripts, Inc. (hereinafter referred to as "ESI" or "Contractor") for the express purpose of modifying the pricing arrangement and program selections for plan year 2018. This Amendment makes actual changes to Contract No. 01-012017-PBM. This Amendment forms a part of, and modifies, the contract between ESI and MCHCP.

1. Contract Documents. Exhibit 1 incorporated by Paragraph 1.2 (c) is hereby amended as follows:

- 1.1 The tables described as "Retail Pharmacy Network and Home Delivery Pricing" and "Express Scripts' Specialty Offering" in the document described as "A proposal to provide Pharmacy Benefit Management Services for Missouri Consolidated Health Care Plan Commercial Plan, Dated May 5, 2016" are hereby replaced in their entirety with the corresponding tables in the attached document "A proposal to provide Pharmacy Benefit Management Services 2018 Market Check commercial, Dated October 9, 2017," attached hereto and incorporated by reference as if fully set forth herein.
- 1.2 The section described as "Assumptions" in the document described as "A proposal to provide Pharmacy Benefit Management Services for Missouri Consolidated Health Care Plan Commercial Plan, Dated May 5, 2016" is hereby replaced in its entirety with the section "Assumptions" in the attached document "A proposal to provide Pharmacy Benefit Management Services 2018 Market Check commercial, Dated October 9, 2017," attached hereto and incorporated by reference as if fully set forth herein.
- 1.3 The tables described as "Retail Pharmacy Network and Home Delivery Pricing," "Rebates," "Long Term Care and Home Infusion Services," and "Express Scripts' Specialty Offering" in the documents described as "Medicare Part D, Pharmacy Benefit Management Services Employer Group Waiver Plan Pricing Proposal for Missouri Consolidated Health Care Plan Dated May 5, 2016" are hereby replaced in their entirety with the corresponding tables in the document "Medicare Part D, Pharmacy Benefit Management Services Employer Group Waiver Plan Pricing Proposal for Missouri Consolidated Health Care Plan Dated October 9, 2017," attached hereto and incorporated by reference as if fully set forth herein.

1.4 The section described as "Pricing Assumptions" in the document described as "Medicare Part D, Pharmacy Benefit Management Services Employer Group Waiver Plan Pricing Proposal for Missouri Consolidated Health Care Plan Dated May 5, 2016" is hereby replaced in its entirety with the section "Pricing Assumptions" in the attached document "Medicare Part D, Pharmacy Benefit Management Services Employer Group Waiver Plan Pricing Proposal for Missouri Consolidated Health Care Plan Dated October 9 , 2017," attached hereto and incorporated by reference as if fully set forth herein.

1.5 The document described as "Missouri Consolidated Health Care Plans (MCHCP)-Commercial Mail Order Specialty Pharmacy Price List" is hereby replaced in its entirety with the "Missouri Consolidated Health Care Plans – Commercial Mail Order Specialty Pharmacy Price List," attached hereto and incorporated by reference as if fully set forth herein.

1.6 The document described as "Missouri Consolidated Health Care Plans (MCHCP)-EGWP Mail Order Specialty Pharmacy Price List" is hereby replaced in its entirety with the "Missouri Consolidated Health Care Plans – EGWP Mail Order Specialty Pharmacy Price List," attached hereto and incorporated by reference as if fully set forth herein.

2. Effective Date. This Amendment shall be effective January 1, 2018.

3. Effect of Amendment. Except as expressly provided herein, all terms and conditions of Contract 01-012017-PBM, as amended, shall remain in full force and effect. In the event of a conflict between this Amendment and Contract 01-0012017-PBM as previously amended, the terms of this Amendment shall prevail.

THE UNDERSIGNED PERSONS REPRESENT AND WARRANT THAT WE ARE LEGALLY FREE TO ENTER THIS AGREEMENT, OUR EXECUTION OF THIS AGREEMENT HAS BEEN DULY AUTHORIZED, AND OUR SIGNATURES BELOW SIGNIFY OUR CONSENT TO BE BOUND TO THE FOREGOING TERMS AND CONDITIONS.

Missouri Consolidated Health Care Plan

By: 

Title: Executive Director

Date: 10/6/2017

Express Scripts, Inc.

By: 

Title: Kristy Dougherty
Vice President | Commercial Division

Date: 10/5/17

A Proposal to Provide Pharmacy Benefit Management Services 2018 Market Check Commercial

October 9, 2017

All of the materials in this proposal and any materials subsequently disclosed in any media form that relate to this proposal ("Proposal Materials") are confidential and the sole and exclusive proprietary property of Express Scripts Holding Company, and all rights, titles and interests are vested in Express Scripts. The Proposal Materials are provided to Missouri Consolidated Health Care Plan for your exclusive use, and for the sole purpose, to evaluate Express Scripts prescription-drug program. The Proposal Materials may not be distributed, copied or made available for review or use to any other party. If you use any consultant or other party to review the Proposal Materials, you may divulge the Proposal Materials to them on the condition that each recipient agrees to be bound by the restrictions Express Scripts has placed on the use and disclosure of the Proposal Materials. This disclaimer is applicable to any recipient assisting or participating in the evaluation of these Proposal Materials on behalf of Missouri Consolidated Health Care Plan.

Retail Pharmacy Network and Home Delivery Pricing

Pass Through Pricing at Retail Network (Broad Network)		National Plus Retail Network (1-83 Days Supply)	National Plus Maintenance Retail Pharmacies Network (84-90 Days Supply)*	Home Delivery Discounts
Brands	Average Annual Discount Guarantee	Pass-through Guarantee average: 2018: AWP-17.60% 2019: AWP-17.80% 2020: AWP-18.00% 2021: AWP-18.20%	Pass-through Guarantee average: AWP -23.10%	AWP-24.50%
	Average Annual Dispensing Fee/Rx	Pass-through Guarantee average: \$0.65	Pass-through Guarantee average: \$0.00	\$0.00
	Administrative Fee/Rx	\$2.09/Rx	\$2.09/Rx	\$2.09/Rx
Generics	Average Annual Discount Guarantee	Pass-through Guarantee average: 2018: AWP-81.25% 2019: AWP-81.50% 2020: AWP-81.75% 2021: AWP-82.00%		The Lower of AWP-24.50% or MRA Guarantee Average: 2018: AWP-85.25% 2019: AWP-85.50% 2020: AWP-85.75% 2021: AWP-86.00%
	Average Annual Dispensing Fee/Rx	Pass-through Guarantee average: \$0.65	Pass-through Guarantee average: \$0.00	\$0.00
	Administrative Fee/Rx	\$2.29/Rx	\$2.29/Rx	\$2.09/Rx
Compounds		Lesser of U&C or combined AWP plus service fee		Not Applicable

Claims will be processed at the lower of the applicable AWP discount, MRA (if applicable), or U&C (retail only).

*Certain participating pharmacies have agreed to participate in the extended (84-90) day supply network ("Maintenance Network") for maintenance drugs. The 84-90 Days' Supply pricing column in the table set forth above is applicable only if MCHCP implements a plan design that requires members to fill such days' supply at a Maintenance Network Participating Pharmacy (i.e., MCHCP must implement a plan design whereby members who fill 84-90 Days' supply prescriptions at a

Missouri Consolidated Health Care Plan - Commercial

May 25, 2017



EXPRESS SCRIPTS®

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All of the materials in this proposal and any materials subsequently disclosed in any media form that relate to this proposal ("Proposal Materials") are confidential and the sole and exclusive proprietary property of Express Scripts Holding Company, and all rights, titles and interests are vested in Express Scripts. The Proposal Materials are provided to [Client] for your exclusive use, and for the sole purpose, to evaluate Express Scripts prescription drug program. The Proposal Materials may not be distributed, copied or made available for review or use to any other party. If you use any consultant or other party to review the Proposal Materials, you may divulge the Proposal Materials to them on the condition that each recipient agrees to be bound by the restrictions Express Scripts has placed on the use and disclosure of the Proposal Materials. This disclaimer is applicable to any recipient assisting or participating in the evaluation of these Proposal Materials on behalf of [Client].

participating pharmacy other than a Maintenance Network Participating Pharmacy do not receive benefit coverage under the Plan for such prescription). If no such plan design is implemented, the pricing for such days' supply will be the same as the 1-83 Days' Supply pricing column set forth above, and pricing for an 84-90 days' supply in the table set forth above shall not apply, even if a Maintenance Network Participating Pharmacy is used.

Pass Through Pricing at Retail Network		National Plus Retail Network (1-83 Days Supply)	National Plus or National Maintenance Retail Pharmacies Network (84-90 Days Supply)*	Home Delivery Discounts
Rebates - Current National Preferred Formulary	Rebate Share	100%	100%	100%
	Manufacturer Administrative Fee Share	100%	100%	100%
	Rebates / Brand Rx All Plan Designs	Greater of 2018: \$130.00 2019: \$156.36 2020: \$187.79 2021: \$219.17 or 100%	Greater of 2018: \$389.99 2019: \$469.09 2020: \$563.37 2021: \$657.52 or 100%	Greater of 2018: \$443.16 2019: \$535.26 2020: \$567.67 2021: \$662.48 or 100%

Express Scripts' Specialty Offering

	Participating Pharmacies	Express Scripts Specialty Pharmacy Exclusive
Discount Guarantee	NA	AWP-18.50%*

New to Market Specialty Product Pricing

For the purpose of this proposal, "new-to-market specialty drugs" are defined as follows: a Specialty Drug that: (i) ESI adds to the Specialty List after the Effective Date and (ii) becomes commercially available for dispensing after the Effective Date.

For new-to-market Specialty Drugs, ESI will guarantee a minimum discount of at least AWP less 13.00%. This guarantee excludes limited distribution and exclusive products.

	Participating Pharmacies	Express Scripts Specialty Pharmacy Exclusive
Dispensing Fee/Rx	Pass Through	\$0.00
Administrative Fee/Rx	\$2.09	\$0.00

Specialty Rebate Guarantee		Participating Pharmacies	Express Scripts Specialty Pharmacy Exclusive
Rebates - Current National Preferred Formulary	Rebate Share	100%	100%
	Manufacturer Administrative Fee Share	100%	100%
	Rebates / Brand Rx All Plan Designs	Greater of 2018: \$400.00 2019: \$400.00 2020: \$400.00 2021: \$400.00 or 100%	Greater of 2018: \$1,350.00 2019: \$1,350.00 2020: \$1,350.00 2021: \$1,350.00 or 100%

Assumptions

- Quoted fees and services are valid for 180 days from the date of the proposal.
- Quoted fees are guaranteed for the term of the remaining four year contract, subject to terms and conditions stated herein and in the PBM Agreement.
- Pricing and other components of the proposal are to be effective on 1/1/2018 with prior notice of award allowing for a minimum of 90 days to assure completion of the implementation process.
- Current CDH support provided by Express Scripts will continue at no additional charge.
- Current Unlimited AUM Bundle, FWA, RationalMed and Academic Detailing will continue to be included in quoted administrative fee per claim.
- A discounted fee of \$0.32 PMPM will apply to the Advanced Opioid Management program for MCHCP's commercial population.
- If Missouri Consolidated Health Care Plan chooses they may "buy down" the rebate allocation timeframe from Quarterly 150 days to Quarterly 90 days, by adding \$0.36 to the per rx admin fee.
- Express Scripts reserves the right to amend the price quotation set forth herein if there is a material change in the number of persons included in the prescription drug program or any material change in the benefit plan from that which was presented to Express Scripts and upon which this price quotation is based.
- Minimum of 80,000 lives will be implemented on the effective date.
- The guarantee will be calculated as: $[1 - (\text{total discounted AWP ingredient cost (excluding dispensing fees and claims with ancillary charges, and prior to application of copayments) of applicable prescription drug claims for the annual period} / \text{total undiscounted AWP ingredient cost (both amounts will be calculated as of the date of adjudication) for the annual period})]$. OTC, U&C, compounds, member submitted claims, subrogation claims, vaccines, specialty products, biosimilar products, long term care pharmacy claims, home infusion, and products filled through in-house or 340b pharmacies (if applicable) are excluded from the guarantee.
- MCHCP agrees to continue with Express Scripts' National Preferred Formulary and the accompanying formulary support programs which promote the lowest cost formulary alternatives, in order to be eligible for rebates, whether rebates are paid or applied. Drugs and supplies included on the selected formulary may be modified by Express Scripts from time to time as a result of factors, including, but not limited to, medical appropriateness, manufacturer rebate arrangements, and patent expirations.
- Rebate guarantees assume that the current benefit plan design or the new benefit plan design as disclosed by MCHCP will be implemented at the time these guarantees go into effect. Rebate guarantees are subject to adjustment if any clinical or trend programs intended to drive higher generic or OTC utilization are currently in place without Express Scripts' knowledge of both the program and the drugs within the program. Rebate guarantees are also subject to adjustment if MCHCP chooses to implement any clinical or trend management programs intended to drive higher generic or OTC utilization during the course of the contract. Rebates are paid only upon receipt of a signed contract.
- Under its rebate program, Express Scripts may implement Express Scripts' formulary management programs and controls, which may include, among other things, cost-containment initiatives and communications with members, participating pharmacies, and/or physicians. Express Scripts reserves the right to modify or replace such programs from time to time. Guaranteed rebate amounts, if any, are conditioned on adherence to various formulary management controls, benefit design requirements, claims volume, and other factors stated in the applicable pharmaceutical manufacturer agreements, as

communicated by Express Scripts to MCHCP from time to time. If any government action, change in law or regulation, change in the interpretation of any law or regulation, or any action by a pharmaceutical manufacturer has an adverse effect on the availability of rebates, then Express Scripts may make an adjustment to the rebate terms and guaranteed rebate amounts, if any, hereunder.

- Rebate allocations will be made quarterly within approximately 150 days from the end of the quarter. Guarantee will be reconciled annually with any payment due to MCHCP made within 180 days from the end of each annual period.
- The rebate guarantee does not apply to claims processed through staff model/hospital pharmacies where such pharmacy is subject to its own manufacturer contracts (rebate or purchase discounts), or through pharmacies that participate in the federal government pharmaceutical purchasing program.
- In addition, member-submitted claims, subrogation claims, biosimilar products, OTC products, claims older than 180 days, and claims pursuant to a 100% member copayment plan are also excluded for the purposes of rebate payments.
- The Specialty Pricing offered assumes a days' supply consistent with the Express Scripts Specialty Pharmacy Clinical Days' Supply Program.
- If the Pricing Source discontinues the reporting of AWP or materially changes the manner in which AWP is calculated, then Express Scripts reserves the right to make an equitable adjustment as necessary to maintain the parties' relative economics and the pricing intent of this Agreement.
- For each eligible Brand Drug prescription-drug claim, ingredient cost will be calculated at the lesser of the applicable U&C or AWP discount price in determining the discount achieved for purposes of the guarantee, including 100% member copayment (claims where full cost is paid by member).
- For each eligible Generic Drug prescription-drug claim, ingredient cost will be calculated at the lesser of the applicable U&C, MRA (if applicable), or AWP discount price in determining the discount achieved for purposes of the guarantee, including 100% member copayment (claims where full cost is paid by member).
- The application of brand or generic/MRA pricing may be subject to certain "dispensed as written" (DAW) protocols and MCHCP-defined plan design and coverage policies for adjudication and member copayment purposes.
- Express Scripts will pay MCHCP the difference attributable to any shortfall between the actual result and the guaranteed result. For pricing guarantees, the only offsetting will be on retail generic discount guarantees, as retail 1-83 and retail 84-90 will be considered one combined retail generic guarantee. Rebate guarantees are measured in the aggregate and reconciled annually.
- To the extent the assumptions are incorrect as of the implementation date of this Agreement, or MCHCP changes its benefit design or formulary during the term of the Agreement, the guarantee will be equitably adjusted if there is a material impact on the generic discount achieved.



**MEDICARE PART D
PHARMACY BENEFIT
MANAGEMENT SERVICES
EMPLOYER GROUP WAIVER PLAN
PRICING PROPOSAL
FOR**

Missouri Consolidated Health Care Plan

Proposal Date: 10/09/2017

Plan Effective Date:

1/1/2018

Plan Expiration Date:

12/31/2021



Retail Pharmacy Network and Home Delivery Pricing

Medco Containment Life Insurance Company, and Medco Containment Insurance Company of New York (hereafter referred to as "Express Scripts Medicare") is pleased to provide the following financial package to be the exclusive Medicare Part D PDP Administrator for Missouri Consolidated Health Care Plan's Employer Group Waiver Plan, effective date of January 1, 2018. The Express Scripts Medicare Part D Standard Retail Network has been established in accordance with all CMS requirements and currently has over 66,000 participating pharmacies. All major chains are represented, as well as Home Infusion, Indian/Tribal Health Service, and Long Term Care Pharmacies. Our Medicare Part D retail network must be used with MCHCP's plan.

Medicare Premier Access Network Participating Pharmacies	1-83 Days Supply	EGWP 90 WAGs Maintenance Network 84-90 Days Supply*
Brand Average Annual Discount Guarantee	Pass-through Guarantee average: 2018: AWP-17.60% 2019: AWP-17.80% 2020: AWP-18.00% 2021: AWP-18.20%	Pass-through Guarantee average: AWP -24.10%
Generic Average Annual Discount Guarantee	Pass-through Guarantee average: 2018: AWP-81.75% 2019: AWP-82.00% 2020: AWP-82.25% 2021: AWP-82.50%	
Brand Dispensing Fee/Rx Guarantee	Pass-through Guarantee average: \$0.65	Pass-through Guarantee average: \$0.00
Generic Dispensing Fee/Rx Guarantee	Pass-through Guarantee average: \$0.65	Pass-through Guarantee average: \$0.00
Administrative Fee/Rx	\$0.00	\$0.00

Claims will be processed at the lower of the applicable AWP discount, MRA (if applicable), or U&C (retail only).

* Certain Participating Pharmacies including Walgreens and select independent pharmacies have agreed to participate, together with the Mail Service Pharmacy, in the ESI "EGWP Maintenance 90 Walgreens Network" extended days' supply network for maintenance drugs (such Participating Pharmacies and the Mail Service Pharmacy are hereinafter collectively referred to as the "EGWP Maintenance 90 Walgreens Network"). Pricing in the 90 days' supply column set forth in the table above is applicable only to fill such extended days' supply at either the Mail Service Pharmacy or a Participating Pharmacy in the EGWP Maintenance 90 Walgreens Network (i.e., MCHCP must implement a plan design whereby Members who fill an extended (quantity greater than 30 days' supply, as determined by MCHCP; examples include 32-90 or 35-90 days' supply) days' supply at a Participating Pharmacy other than an EGWP Maintenance 90 Walgreens Network Participating Pharmacy do not receive benefit coverage under the Plan for such prescription). In the event that a Member chooses to fill a Prescription Drug Claim in an amount less than an extended days' supply (ex. 1-83 days' supply, if MCHCP has determined that 84-90 days' supply claims shall be considered extended days' supply), Member may do so at any Participating Pharmacy and those claims will still receive benefit coverage under the Plan. If no such plan design is implemented, the pricing for such days' supply will be the same as for Prescription Drug Claims for less than an extended days' supply, and pricing for an extended days' supply as set forth in the table above shall not apply, even if an EGWP Maintenance 90 Walgreens Network Participating Pharmacy is used.





Home Delivery Services	
Brand AWP Discount	AWP-24.50%
Generic AWP Discount	The Lower of AWP-24.50% or MRA Guarantee Average: 2018: AWP-85.25% 2019: AWP-85.50% 2020: AWP-85.75% 2021: AWP-86.00%
Brand Dispensing Fee/Rx	\$0.00
Generic Dispensing Fee/Rx	\$0.00
Administrative Fee/Rx	\$0.00

Rebates

	Retail Pharmacy 1-83 Days Supply	Retail Pharmacy 84-90 Days Supply	Home Delivery
Rebate Share (%)	100%	100%	100%
Manufacturer Admin Fee Share (%)	100%	100%	100%
Rebate Guarantee / Brand Rx	Greater of 2018: \$114.16 2019: \$133.72 2020: \$155.35 2021: \$177.85 or 100%	Greater of 2018: \$386.88 2019: \$456.36 2020: \$530.03 2021: \$609.22 or 100%	Greater of 2018: \$386.88 2019: \$456.36 2020: \$530.03 2021: \$609.22 or 100%
All Plan Designs			



I/T/U and IHS Prescription Services

Pass through pricing. Rates vary by state.

Long Term Care and Home Infusion Services

Long Term Care Network Providers	Pricing
Brand Discount	Pass through with estimated annual discount of AWP-10.18%
Generic Discount	Pass through with estimated annual discount of AWP-10.18%
Brand Dispensing Fee/Rx	Pass through with estimated dispensing fee of \$4.50/rx
Generic Dispensing Fee/Rx	Pass through with estimated dispensing fee of \$4.50/rx
Administrative Fee/Rx	\$0.00

Home Infusion	Pricing*
Brand Discount	Pass through with estimated annual discount of AWP-10.18%
Generic Discount	Pass through with estimated annual discount of AWP-10.18%
Brand Dispensing Fee/Rx	Pass through with estimated dispensing fee of \$0.00/rx
Generic Dispensing Fee/Rx	Pass through with estimated dispensing fee of \$0.00/rx
Administrative Fee /Rx	\$0.00



Express Scripts' Specialty Offering

	Participating Pharmacies	Express Scripts Specialty Pharmacy Open
Discount Guarantee	NA	AWP-16.75%*

New to Market Specialty Product Pricing

For the purpose of this proposal, "new-to-market specialty drugs" are defined as follows: a Specialty Drug that: (i) ESI adds to the Specialty List after the Effective Date and (ii) becomes commercially available for dispensing after the Effective Date.

For new-to-market Specialty Drugs, ESI will guarantee a minimum discount of at least AWP less 13.00%. This guarantee excludes limited distribution and exclusive products.

	Participating Pharmacies	Express Scripts Specialty Pharmacy Open
Dispensing Fee/Rx	Pass Through	\$0.00
Administrative Fee/Rx	\$0.00	\$0.00

Specialty Rebate Guarantee		Participating Pharmacies	Express Scripts Specialty Pharmacy Open
Rebates - Current Med D Formulary	Rebate Share (%)	100%	100%
	Manufacturer Admin Fee Share (%)	100%	100%
	Rebate Guarantee / Brand Rx	Greater of 2018: \$200.00 2019: \$200.00 2020: \$200.00 2021: \$200.00 or 100%	Greater of 2018: \$750.00 2019: \$750.00 2020: \$750.00 2021: \$750.00 or 100%
	All Plan Designs		



Pricing Assumptions

- Rebate amounts continue to assume 100% of members, for an individual client, are included in the proposed benefit plan design(s).
- Effective date of 1/1/2018.
- Quoted fees and services are based on a one-year (4-year) contract or co-term with commercial agreement and valid for 90 days from the date of the proposal; such fees are thereafter guaranteed for the term of the one-year (4-year) contract, subject to terms and conditions stated herein and in the PBM Agreement.
- Current RationalMed program will continue to be included in quoted administrative fee per claim.
- A discounted fee of \$0.26 PMPM will apply to the Advanced Opioid Management program for MCHCP's EGWP population.
- If Missouri Consolidated Health Care Plan chooses they may "buy down" the rebate allocation timeframe from Quarterly 150 days to Quarterly 90 days, by adding \$0.36 to the per rx admin fee.
- EGWP Plus Administrative fee will continue at \$8.00 PMPM.
- Minimum of 13,000 lives will be implemented on the effective date with claims experience consistent with the data provided with the RFP. None of the membership to be enrolled is based on a 100% copayment benefit plan or high deductible health plan.
- The pricing quoted assumes MCHCP continued use of Express Scripts' Standard Medicare Premier Access Network.
- Rebates are paid only upon receipt of a signed contract.
- The rebate guarantee does not apply to claims processed through staff model/hospital pharmacies where such pharmacy is subject to its own manufacturer contracts (rebate or purchase discounts), or through pharmacies that participate in the Federal government pharmaceutical purchasing program.
- In addition, member-submitted claims, subrogation claims, biosimilar products, OTC products, claims older than 180 days, and claims pursuant to a 100% Member copayment plan are also excluded for the purposes of rebate payments.
- MCHCP will be responsible for any claims paid by Express Scripts as part of the State to Payer and/or Payer to Payer Reconciliations.
- Rebate allocations will be made quarterly within approximately 150 days from the end of the quarter. Guarantee will be reconciled in aggregate annually with any payment due to MCHCP made within 180 days from the end of each annual period.
- None of the membership to be enrolled is based on a 100% copayment benefit plan.
- If the Pricing Source discontinues the reporting of AWP or materially changes the manner in which AWP is calculated, then Express Scripts reserves the right to make an equitable adjustment as necessary to maintain the parties' relative economics and the pricing intent of this Agreement.
- The guarantee will be calculated as: $[1 - (\text{total discounted AWP ingredient cost (excluding dispersing fees and claims with ancillary charges, and prior to application of copayments)})]$ of applicable

prescription drug claims for the annual period divided by total undiscounted AWP ingredient cost (both amounts will be calculated as of the date of adjudication) for the annual period)]. OTC, U&C, compounds, member submitted claims, subrogation claims, vaccines, specialty products, biosimilar products, long term care pharmacy claims, home infusion, and products filled through in-house or 340b pharmacies (if applicable) are excluded from the guarantee.

- MCHCP agrees to continue with Express Scripts' Premier Access Formulary in order to be eligible for rebates, whether rebates are paid or applied. Drugs and supplies included on the selected formulary may be modified by Express Scripts from time to time as a result of factors, including, but not limited to, medical appropriateness, manufacturer rebate arrangements, and patent expirations.
- Express Scripts reserves the right to amend the price quotation set forth herein if there is a material change in the number of persons included in the prescription drug program or any material change in the benefit plan from that which was presented to Express Scripts and upon which this price quotation is based.
- The Specialty Pricing offered assumes a days' supply consistent with the Express Scripts Specialty Pharmacy Clinical Days' Supply Program.
- Under its Rebate program, Express Scripts may implement Express Scripts' formulary management programs and controls, which may include, among other things, cost-containment initiatives, and communications with Members, participating pharmacies, and/or physicians. Express Scripts reserves the right to modify or replace such programs from time to time. Guaranteed rebate amounts, if any, are conditioned on adherence to various formulary management controls, benefit design requirements, claims volume, and other factors stated in the applicable pharmaceutical manufacturer agreements, as communicated by Express Scripts to Sponsor from time to time. If any government action, change in law or regulation, change in the interpretation of any law or regulation, or any action by a pharmaceutical manufacturer has an adverse effect on the availability of rebates, then Express Scripts may make an adjustment to the rebate terms and guaranteed rebate amounts, if any, hereunder.
- Rebate guarantees assume that the current benefit plan design or the new benefit plan design as disclosed by the client will be implemented at the time these guarantees go into effect. Rebate guarantees are subject to adjustment if any clinical or trend programs intended to drive higher generic or OTC utilization are currently in place without Express Scripts' knowledge of both the program and the drugs within the program. Rebate guarantees are also subject to adjustment if the client chooses to implement any clinical or trend management programs intended to drive higher generic or OTC utilization during the course of the contract. Rebates are paid only upon receipt of a signed contract.
- For each eligible Brand Drug prescription-drug claim, ingredient cost will be calculated at the lesser of the applicable U&C or AWP discount price in determining the discount achieved for purposes of the guarantee, including 100% member copayment (claims where full cost is paid by member).
- For each eligible Generic Drug prescription-drug claim, ingredient cost will be calculated at the lesser of the applicable U&C, MRA (if applicable), or AWP discount price in determining the discount achieved for purposes of the guarantee, including 100% member copayment (claims where full cost is paid by member).
- The application of brand or generic/MRA pricing may be subject to certain "dispensed as written" (DAW) protocols and MCHCP- defined plan design and coverage policies for adjudication and Member copayment purposes.

In addition, member submitted claims, subrogation claims, biosimilar products, OTC products, claims older than 180 days, and claims pursuant to a 100% Member copayment plan are also excluded for the purposes of rebate payments.

To the extent the assumptions are incorrect as of the implementation date of this Agreement, or MCHCP changes its benefit design or formulary during the term of the Agreement, the guarantee will be equitably adjusted if there is a material impact on the generic discount achieved.

Express Scripts will pay MCHCP the difference attributable to any shortfall between the actual result and the guaranteed result. For pricing guarantees, the only offsetting will be on retail generic discount guarantees, as retail 1-83 and retail 84-90 will be considered one combined retail generic guarantee. Rebate guarantees are measured in the aggregate and reconciled annually.

Missouri Consolidated Health Care Plans - Commercial
Mail Order Specialty Pharmacy Price List

Therapy	Drug Name	Mail Specialty	
		Commercial AWP Discount	Dispensing Fee
ALPHA 1 DEFICIENCY	ARALAST NP	15.50%	\$0.00
ALPHA 1 DEFICIENCY	GLASSIA	15.50%	\$0.00
ALPHA 1 DEFICIENCY	PROLASTIN (all forms and strengths)	No Access	No Access
ALPHA 1 DEFICIENCY	ZEMAIRA	15.50%	\$0.00
ANTICOAGULANT	ARIXTRA	15.50%	\$0.00
ANTICOAGULANT	ENOXAPARIN SODIUM	69.81%	\$0.00
ANTICOAGULANT	FONDAPARINUX SODIUM	50.63%	\$0.00
ANTICOAGULANT	FRAGMIN	15.50%	\$0.00
ANTICOAGULANT	IPRIVASK	15.50%	\$0.00
ANTICOAGULANT	LOVENOX	15.50%	\$0.00
ASTHMA	CINQAIR	No Access	No Access
ASTHMA	DUPIXENT	18.00%	\$0.00
ASTHMA	NUCALA	18.00%	\$0.00
ASTHMA	ORALAIR	No Access	No Access
ASTHMA	XOLAIR	18.00%	\$0.00
BLOOD CELL DEFICIENCY	ARANESP	15.50%	\$0.00
BLOOD CELL DEFICIENCY	EPOGEN	15.50%	\$0.00
BLOOD CELL DEFICIENCY	GRANIX	15.50%	\$0.00
BLOOD CELL DEFICIENCY	LEUKINE	15.50%	\$0.00
BLOOD CELL DEFICIENCY	MOZOBIL	15.50%	\$0.00
BLOOD CELL DEFICIENCY	NEULASTA	15.50%	\$0.00
BLOOD CELL DEFICIENCY	NEUMEGA	15.50%	\$0.00
BLOOD CELL DEFICIENCY	NEUPOGEN	15.50%	\$0.00
BLOOD CELL DEFICIENCY	NPLATE	15.50%	\$0.00
BLOOD CELL DEFICIENCY	PROCRIT	15.50%	\$0.00
BLOOD CELL DEFICIENCY	PROMACTA	15.50%	\$0.00
CANCER	ABRAXANE	15.50%	\$0.00
CANCER	ADCETRIS	14.50%	\$0.00
CANCER	AFINITOR (all forms and strengths)	14.50%	\$0.00
CANCER	ALECENSA	14.50%	\$0.00
CANCER	ARRANON	15.50%	\$0.00
CANCER	ARZERRA	15.50%	\$0.00
CANCER	AVASTIN	15.50%	\$0.00
CANCER	AZACITIDINE	17.50%	\$0.00
CANCER	BAVENCIO	No Access	No Access

CANCER	BELEODAQ	No Access	No Access
CANCER	BENDEKA	15.50%	\$0.00
CANCER	BEXAROTENE	18.00%	\$0.00
CANCER	BLINCYTO	No Access	No Access
CANCER	BOSULIF	15.50%	\$0.00
CANCER	CABOMETYX	15.50%	\$0.00
CANCER	CAPECITABINE	44.32%	\$0.00
CANCER	CAPRELSA	No Access	No Access
CANCER	COMETRIQ	No Access	No Access
CANCER	COTELIC	15.50%	\$0.00
CANCER	CYRAMZA	No Access	No Access
CANCER	DACOGEN	14.50%	\$0.00
CANCER	DARZALEX	15.50%	\$0.00
CANCER	DECITABINE	17.50%	\$0.00
CANCER	ELIGARD	15.50%	\$0.00
CANCER	EMPLICITI	15.50%	\$0.00
CANCER	ERBITUX	15.50%	\$0.00
CANCER	ERIVEDGE	13.50%	\$0.00
CANCER	ERWINAZE	No Access	No Access
CANCER	EVOMELA	No Access	No Access
CANCER	FARYDAK	15.50%	\$0.00
CANCER	FIRMAGON	14.50%	\$0.00
CANCER	FOLOTYN	14.50%	\$0.00
CANCER	GAZYVA	15.50%	\$0.00
CANCER	GILOTRIF	14.50%	\$0.00
CANCER	GLEEVEC	18.00%	\$0.00
CANCER	HALAVEN	14.50%	\$0.00
CANCER	HERCEPTIN	15.50%	\$0.00
CANCER	HYCANTIN	15.50%	\$0.00
CANCER	IBRANCE	15.50%	\$0.00
CANCER	ICLUSIG	No Access	No Access
CANCER	IMATINIB MESYLATE	24.00%	\$0.00
CANCER	IMBRUVICA	No Access	No Access
CANCER	IMLYGIC	No Access	No Access
CANCER	INLYTA	15.50%	\$0.00
CANCER	INTRON A	15.50%	\$0.00
CANCER	IRESSA	14.50%	\$0.00
CANCER	ISTODAX	15.50%	\$0.00
CANCER	IXEMPRA	14.50%	\$0.00
CANCER	JADENU	13.50%	\$0.00
CANCER	JAKAFI	15.50%	\$0.00

CANCER	JEVTANA	15.50%	\$0.00
CANCER	KADCYLA	15.50%	\$0.00
CANCER	KEPIVANCE	No Access	No Access
CANCER	KEYTRUDA	No Access	No Access
CANCER	KISQALI	15.50%	\$0.00
CANCER	KYPROLIS	No Access	No Access
CANCER	LARTRUVO	14.50%	\$0.00
CANCER	LENVIMA	15.50%	\$0.00
CANCER	LEUPROLIDE ACETATE	49.63%	\$0.00
CANCER	LONSURF	15.50%	\$0.00
CANCER	LUPANETA PACK	15.50%	\$0.00
CANCER	LUPRON DEPOT (all forms and strengths)	15.50%	\$0.00
CANCER	LYNPARZA	14.50%	\$0.00
CANCER	MARQIBO	No Access	No Access
CANCER	MATULANE	No Access	No Access
CANCER	MEKINIST	15.50%	\$0.00
CANCER	NEXAVAR	14.50%	\$0.00
CANCER	NINLARO	15.50%	\$0.00
CANCER	ODOMZO	15.50%	\$0.00
CANCER	ONIVYDE	No Access	No Access
CANCER	OPDIVO	15.50%	\$0.00
CANCER	PERJETA	14.50%	\$0.00
CANCER	POMALYST	15.50%	\$0.00
CANCER	PORTRAZZA	No Access	No Access
CANCER	PROLEUKIN	15.50%	\$0.00
CANCER	PROTHELIAL	15.50%	\$0.00
CANCER	PROVENGE	No Access	No Access
CANCER	PURIXAN	No Access	No Access
CANCER	REVLIMID	15.50%	\$0.00
CANCER	RITUXAN	15.50%	\$0.00
CANCER	RUBRACA	No Access	No Access
CANCER	SPRYCEL	13.50%	\$0.00
CANCER	STIVARGA	15.50%	\$0.00
CANCER	SUTENT	15.50%	\$0.00
CANCER	SYLATRON (all forms and strengths)	15.50%	\$0.00
CANCER	SYLVANT	14.50%	\$0.00
CANCER	SYNRIBO	No Access	No Access
CANCER	TAFINLAR	15.50%	\$0.00
CANCER	TAGRISSO	14.50%	\$0.00
CANCER	TARCEVA	18.00%	\$0.00
CANCER	TARGETIN	18.00%	\$0.00

CANCER	TASIGNA	14.50%	\$0.00
CANCER	TECENTRIQ	14.50%	\$0.00
CANCER	TEMODAR	15.50%	\$0.00
CANCER	TEMOZOLOMIDE	60.12%	\$0.00
CANCER	THALOMID	15.50%	\$0.00
CANCER	THYROGEN	14.50%	\$0.00
CANCER	TOPOTECAN HCL	15.50%	\$0.00
CANCER	TORISEL	15.50%	\$0.00
CANCER	TREANDA	15.50%	\$0.00
CANCER	TYKERB	14.50%	\$0.00
CANCER	UNITUXIN	No Access	No Access
CANCER	VALCHLOR	5.40%	\$0.00
CANCER	VALSTAR	14.50%	\$0.00
CANCER	VANTAS	14.50%	\$0.00
CANCER	VECTIBIX	14.50%	\$0.00
CANCER	VELCADE	15.50%	\$0.00
CANCER	VENCLEXTA (all forms and strengths)	No Access	No Access
CANCER	VIDAZA	15.50%	\$0.00
CANCER	VISTOGARD	No Access	No Access
CANCER	VOTRIENT	14.50%	\$0.00
CANCER	XALKORI	15.50%	\$0.00
CANCER	XELODA	15.50%	\$0.00
CANCER	XGEVA	14.50%	\$0.00
CANCER	XOFIGO	No Access	No Access
CANCER	XTANDI	15.50%	\$0.00
CANCER	YERVOY	15.50%	\$0.00
CANCER	YONDELIS	No Access	No Access
CANCER	ZALTRAP	15.50%	\$0.00
CANCER	ZARXIO	15.50%	\$0.00
CANCER	ZELBORAF	13.50%	\$0.00
CANCER	ZOLADEX	15.50%	\$0.00
CANCER	ZOLEDRONIC ACID	28.19%	\$0.00
CANCER	ZOLINZA	15.50%	\$0.00
CANCER	ZOMETA	15.50%	\$0.00
CANCER	ZYDELIG	No Access	No Access
CANCER	ZYKADIA	13.50%	\$0.00
CANCER	ZYTIGA	15.50%	\$0.00
CONTRACEPTIVE	LILETTA	2.00%	\$0.00
CONTRACEPTIVE	NEXPLANON	2.00%	\$0.00
CYSTIC FIBROSIS	BETHKIS	15.50%	\$0.00
CYSTIC FIBROSIS	CAYSTON	15.50%	\$0.00

CYSTIC FIBROSIS	KALYDECO	15.50%	\$0.00
CYSTIC FIBROSIS	KITABIS PAK	15.50%	\$0.00
CYSTIC FIBROSIS	ORKAMBI	15.50%	\$0.00
CYSTIC FIBROSIS	PULMOZYME	15.50%	\$0.00
CYSTIC FIBROSIS	TOBI (all forms and strengths)	15.50%	\$0.00
CYSTIC FIBROSIS	TOBRAMYCIN (all forms and strengths)	28.97%	\$0.00
ENDOCRINE DISORDERS	AVEED	No Access	No Access
ENDOCRINE DISORDERS	EGRIFTA	15.50%	\$0.00
ENDOCRINE DISORDERS	KORLYM	No Access	No Access
ENDOCRINE DISORDERS	KUVAN	15.50%	\$0.00
ENDOCRINE DISORDERS	MIRCERA	No Access	No Access
ENDOCRINE DISORDERS	MYALEPT	12.70%	\$0.00
ENDOCRINE DISORDERS	NATPARA	14.50%	\$0.00
ENDOCRINE DISORDERS	OCTREOTIDE ACETATE	55.65%	\$0.00
ENDOCRINE DISORDERS	SANDOSTATIN (all forms and strengths)	15.50%	\$0.00
ENDOCRINE DISORDERS	SIGNIFOR (all forms and strengths)	12.50%	\$0.00
ENDOCRINE DISORDERS	SOMATULINE DEPOT	15.50%	\$0.00
ENDOCRINE DISORDERS	SOMAVERT	14.50%	\$0.00
ENDOCRINE DISORDERS	SUPPRELIN LA	15.50%	\$0.00
ENDOCRINE DISORDERS	TESTOPEL	No Access	No Access
ENZYME DEFICIENCY	ADAGEN	No Access	No Access
ENZYME DEFICIENCY	ALDURAZYME	11.50%	\$0.00
ENZYME DEFICIENCY	CARBAGLU	11.50%	\$0.00
ENZYME DEFICIENCY	CERDELGA	14.50%	\$0.00
ENZYME DEFICIENCY	CEREZYME	15.50%	\$0.00
ENZYME DEFICIENCY	CYSTADANE	No Access	No Access
ENZYME DEFICIENCY	ELAPRASE	15.50%	\$0.00
ENZYME DEFICIENCY	ELELYSO	15.50%	\$0.00
ENZYME DEFICIENCY	FABRAZYME	11.50%	\$0.00
ENZYME DEFICIENCY	KANUMA	15.50%	\$0.00
ENZYME DEFICIENCY	LUMIZYME	14.50%	\$0.00
ENZYME DEFICIENCY	NAGLAZYME	14.50%	\$0.00
ENZYME DEFICIENCY	ORFADIN	No Access	No Access
ENZYME DEFICIENCY	SUCRAID	14.50%	\$0.00
ENZYME DEFICIENCY	VIMIZIM	15.50%	\$0.00
ENZYME DEFICIENCY	VPRIV	15.50%	\$0.00
ENZYME DEFICIENCY	ZAVESCA	14.50%	\$0.00
GROWTH DEFICIENCY	GENOTROPIN	18.00%	\$0.00
GROWTH DEFICIENCY	HUMATROPE	18.00%	\$0.00
GROWTH DEFICIENCY	INCRELEX	8.50%	\$0.00
GROWTH DEFICIENCY	NORDITROPIN (all forms and strengths)	18.00%	\$0.00

GROWTH DEFICIENCY	NUTROPIN (all forms and strengths)	15.50%	\$0.00
GROWTH DEFICIENCY	OMNITROPE	15.50%	\$0.00
GROWTH DEFICIENCY	SAIZEN	15.50%	\$0.00
GROWTH DEFICIENCY	SEROSTIM	15.50%	\$0.00
GROWTH DEFICIENCY	ZOMACTON	15.50%	\$0.00
GROWTH DEFICIENCY	ZORBTIVE	15.50%	\$0.00
HEMOPHILIA	ADVATE (all forms and strengths)	27.20%	\$0.00
HEMOPHILIA	ADYNOVATE	27.20%	\$0.00
HEMOPHILIA	AFSTYLA	32.40%	\$0.00
HEMOPHILIA	ALPHANATE	32.40%	\$0.00
HEMOPHILIA	ALPHANINE SD	32.40%	\$0.00
HEMOPHILIA	ALPROLIX	22.00%	\$0.00
HEMOPHILIA	BEBULIN (all forms and strengths)	12.70%	\$0.00
HEMOPHILIA	BENEFIX	12.70%	\$0.00
HEMOPHILIA	CEPROTIN	13.70%	\$0.00
HEMOPHILIA	COAGADEX	No Access	No Access
HEMOPHILIA	CORIFACT	27.20%	\$0.00
HEMOPHILIA	DDAVP	13.70%	\$0.00
HEMOPHILIA	DESMOPRESSIN ACETATE	90.84%	\$0.00
HEMOPHILIA	ELOCTATE	23.00%	\$0.00
HEMOPHILIA	FEIBA NF (all forms and strengths)	32.40%	\$0.00
HEMOPHILIA	HELIXATE FS	32.40%	\$0.00
HEMOPHILIA	HEMOFIL M	37.60%	\$0.00
HEMOPHILIA	HUMATE-P	32.40%	\$0.00
HEMOPHILIA	IDELVION	22.00%	\$0.00
HEMOPHILIA	IXINITY	22.00%	\$0.00
HEMOPHILIA	KOATE	30.00%	\$0.00
HEMOPHILIA	KOGENATE FS	34.50%	\$0.00
HEMOPHILIA	KOVALTRY	27.20%	\$0.00
HEMOPHILIA	MONOCLATE-P	32.40%	\$0.00
HEMOPHILIA	MONONINE	27.20%	\$0.00
HEMOPHILIA	NOVOEIGHT	32.40%	\$0.00
HEMOPHILIA	NOVOSEVEN (all forms and strengths)	30.00%	\$0.00
HEMOPHILIA	NUWIQ	27.20%	\$0.00
HEMOPHILIA	OBIZUR	No Access	No Access
HEMOPHILIA	PROFILNINE SD	27.20%	\$0.00
HEMOPHILIA	RECOMBINATE	32.40%	\$0.00
HEMOPHILIA	RIASTAP	18.00%	\$0.00
HEMOPHILIA	RIXUBIS	32.40%	\$0.00
HEMOPHILIA	STIMATE	13.70%	\$0.00
HEMOPHILIA	TRETEN	12.70%	\$0.00

HEMOPHILIA	VONVENDI	No Access	No Access
HEMOPHILIA	WILATE	32.40%	\$0.00
HEMOPHILIA	XYNTHA (all forms and strengths)	34.50%	\$0.00
HEPATITIS C	COPEGUS	15.50%	\$0.00
HEPATITIS C	DAKLINZA	18.00%	\$0.00
HEPATITIS C	EPCLUSA	18.00%	\$0.00
HEPATITIS C	HARVONI	18.00%	\$0.00
HEPATITIS C	INFERGEN	15.50%	\$0.00
HEPATITIS C	MODERIBA	34.01%	\$0.00
HEPATITIS C	OCALIVA	15.50%	\$0.00
HEPATITIS C	OLYSIO	18.00%	\$0.00
HEPATITIS C	PEGASYS	18.00%	\$0.00
HEPATITIS C	PEG-INTRON (all forms and strengths)	15.50%	\$0.00
HEPATITIS C	REBETOL	15.50%	\$0.00
HEPATITIS C	RIBAPAK	65.00%	\$0.00
HEPATITIS C	RIBASPHERE	62.92%	\$0.00
HEPATITIS C	RIBAVIRIN	88.71%	\$0.00
HEPATITIS C	SOVALDI	18.00%	\$0.00
HEPATITIS C	TECHNIVIE	18.00%	\$0.00
HEPATITIS C	VIEKIRA (all forms and strengths)	20.00%	\$0.00
HEPATITIS C	ZEPATIER	18.00%	\$0.00
HEREDITARY ANGIOEDEMA	BERINERT	14.50%	\$0.00
HEREDITARY ANGIOEDEMA	CINRYZE	11.50%	\$0.00
HEREDITARY ANGIOEDEMA	FIRAZYR	14.50%	\$0.00
HEREDITARY ANGIOEDEMA	KALBITOR	14.50%	\$0.00
HEREDITARY ANGIOEDEMA	RUCONEST	14.50%	\$0.00
HYPERCHOLESTEROLEMIA	PRALUENT (all forms and strengths)	16.85%	\$0.00
HYPERCHOLESTEROLEMIA	REPATHA (all forms and strengths)	14.36%	\$0.00
IMMUNE DEFICIENCY	ACTIMMUNE	14.70%	\$0.00
IMMUNE DEFICIENCY	BIVIGAM	15.80%	\$0.00
IMMUNE DEFICIENCY	CARIMUNE NF NANOFILTERED	22.00%	\$0.00
IMMUNE DEFICIENCY	CUVITRU	22.00%	\$0.00
IMMUNE DEFICIENCY	CYTOGAM	15.80%	\$0.00
IMMUNE DEFICIENCY	FLEBOGAMMA	22.00%	\$0.00
IMMUNE DEFICIENCY	GAMASTAN S-D	15.80%	\$0.00
IMMUNE DEFICIENCY	GAMMAGARD LIQUID	22.00%	\$0.00
IMMUNE DEFICIENCY	GAMMAGARD S-D	22.00%	\$0.00
IMMUNE DEFICIENCY	GAMMAKED	18.90%	\$0.00
IMMUNE DEFICIENCY	GAMMAPLEX	22.00%	\$0.00
IMMUNE DEFICIENCY	GAMUNEX (all forms and strengths)	18.90%	\$0.00
IMMUNE DEFICIENCY	HIZENTRA	22.00%	\$0.00

IMMUNE DEFICIENCY	HYQVIA	22.00%	\$0.00
IMMUNE DEFICIENCY	OCTAGAM	15.80%	\$0.00
IMMUNE DEFICIENCY	PRIVIGEN	15.80%	\$0.00
INFERTILITY	BRAVELLE	15.50%	\$0.00
INFERTILITY	CETROTIDE	15.50%	\$0.00
INFERTILITY	CHORIONIC GONADOTROPIN	15.50%	\$0.00
INFERTILITY	CRINONE	15.50%	\$0.00
INFERTILITY	ENDOMETRIN	15.50%	\$0.00
INFERTILITY	FOLLISTIM AQ	15.50%	\$0.00
INFERTILITY	GANIRELIX ACETATE	15.50%	\$0.00
INFERTILITY	GONAL-F (all forms and strengths)	15.50%	\$0.00
INFERTILITY	KYLEENA	No Access	No Access
INFERTILITY	MENOPUR	15.50%	\$0.00
INFERTILITY	MIRENA	No Access	No Access
INFERTILITY	NOVAREL	15.50%	\$0.00
INFERTILITY	OVIDREL	15.50%	\$0.00
INFERTILITY	PARAGARD	No Access	No Access
INFERTILITY	PREGNYL	15.50%	\$0.00
INFERTILITY	PROGESTERONE	30.00%	\$0.00
INFERTILITY	SKYLA	No Access	No Access
INFLAMMATORY CONDITIONS	ACTEMRA	8.50%	\$0.00
INFLAMMATORY CONDITIONS	ARCALYST	15.50%	\$0.00
INFLAMMATORY CONDITIONS	BENLYSTA	14.50%	\$0.00
INFLAMMATORY CONDITIONS	CIMZIA	15.50%	\$0.00
INFLAMMATORY CONDITIONS	COSENTYX (all forms and strengths)	14.50%	\$0.00
INFLAMMATORY CONDITIONS	ENBREL	18.00%	\$0.00
INFLAMMATORY CONDITIONS	ENTYVIO	14.50%	\$0.00
INFLAMMATORY CONDITIONS	HUMIRA (all forms and strengths)	18.00%	\$0.00
INFLAMMATORY CONDITIONS	HYMOVIS	15.50%	\$0.00
INFLAMMATORY CONDITIONS	ILARIS	15.50%	\$0.00
INFLAMMATORY CONDITIONS	INFLECTRA	15.80%	\$0.00
INFLAMMATORY CONDITIONS	KINERET	No Access	No Access
INFLAMMATORY CONDITIONS	KRYSTEXXA	14.50%	\$0.00

INFLAMMATORY CONDITIONS	ORENCIA (all forms and strengths)	12.50%	\$0.00
INFLAMMATORY CONDITIONS	OTEZLA	15.50%	\$0.00
INFLAMMATORY CONDITIONS	REMICADE	18.00%	\$0.00
INFLAMMATORY CONDITIONS	SIMPONI (all forms and strengths)	14.50%	\$0.00
INFLAMMATORY CONDITIONS	STELARA	14.50%	\$0.00
INFLAMMATORY CONDITIONS	TALTZ (all forms and strengths)	14.50%	\$0.00
INFLAMMATORY CONDITIONS	XELJANZ (all forms and strengths)	15.50%	\$0.00
IRON TOXICITY	EXJADE	13.50%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	ACTHAR H.P.	15.50%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	APOKYN	15.50%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	ARESTIN	14.50%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	AUSTEDO	No Access	No Access
MISCELLANEOUS SPECIALTY CONDITIONS	BOTOX (all forms and strengths)	18.00%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	CHENODAL	No Access	No Access
MISCELLANEOUS SPECIALTY CONDITIONS	CHOLBAM	No Access	No Access
MISCELLANEOUS SPECIALTY CONDITIONS	CYSTAGON	No Access	No Access
MISCELLANEOUS SPECIALTY CONDITIONS	CYSTARAN	No Access	No Access
MISCELLANEOUS SPECIALTY CONDITIONS	DARAPRIM	No Access	No Access
MISCELLANEOUS SPECIALTY CONDITIONS	DUOPA	2.00%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	DYSPORT	15.50%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	FERRIPROX	No Access	No Access
MISCELLANEOUS SPECIALTY CONDITIONS	GATTEX	15.50%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	HEMANGEOL	No Access	No Access
MISCELLANEOUS SPECIALTY CONDITIONS	HETLIOZ	15.50%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	JUXTAPID	No Access	No Access
MISCELLANEOUS SPECIALTY CONDITIONS	KEVEYIS	No Access	No Access

MISCELLANEOUS SPECIALTY CONDITIONS	KYNAMRO	14.50%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	MAKENA	15.50%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	MYOBLOC	18.00%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	NORTHERA	15.50%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	NUPLAZID	15.50%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	PRIALT	No Access	No Access
MISCELLANEOUS SPECIALTY CONDITIONS	PROCYSBI	12.70%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	RAVICTI	15.50%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	SABRIL	13.50%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	SAMSCA	14.50%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	SOLESTA	14.50%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	SOLIRIS	13.50%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	SPRIX	No Access	No Access
MISCELLANEOUS SPECIALTY CONDITIONS	STRENSIQ	No Access	No Access
MISCELLANEOUS SPECIALTY CONDITIONS	TETRABENAZINE	20.00%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	THIOLA	No Access	No Access
MISCELLANEOUS SPECIALTY CONDITIONS	VARITHENA (all forms and strengths)	No Access	No Access
MISCELLANEOUS SPECIALTY CONDITIONS	VIVITROL	15.50%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	XENAZINE	15.50%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	XEOMIN	5.40%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	XERMELO	No Access	No Access
MISCELLANEOUS SPECIALTY CONDITIONS	XIAFLEX	No Access	No Access
MISCELLANEOUS SPECIALTY CONDITIONS	XURIDEN	No Access	No Access
MISCELLANEOUS SPECIALTY CONDITIONS	XYREM	11.50%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	ZECUITY	No Access	No Access
MULTIPLE SCLEROSIS	AMPYRA	18.00%	\$0.00

MULTIPLE SCLEROSIS	AUBAGIO	14.50%	\$0.00
MULTIPLE SCLEROSIS	AVONEX (all forms and strengths)	18.00%	\$0.00
MULTIPLE SCLEROSIS	BETASERON	15.50%	\$0.00
MULTIPLE SCLEROSIS	COPAXONE 20 MG	18.00%	\$0.00
MULTIPLE SCLEROSIS	COPAXONE 40 MG	22.00%	\$0.00
MULTIPLE SCLEROSIS	EXTAVIA	18.00%	\$0.00
MULTIPLE SCLEROSIS	GILENYA	18.00%	\$0.00
MULTIPLE SCLEROSIS	GLATOPA	37.26%	\$0.00
MULTIPLE SCLEROSIS	LEMTRADA	15.50%	\$0.00
MULTIPLE SCLEROSIS	MITOXANTRONE HCL	15.50%	\$0.00
MULTIPLE SCLEROSIS	OCREVUS	14.50%	\$0.00
MULTIPLE SCLEROSIS	PLEGRIDY (all forms and strengths)	15.50%	\$0.00
MULTIPLE SCLEROSIS	REBIF (all forms and strengths)	18.00%	\$0.00
MULTIPLE SCLEROSIS	TECFIDERA	15.50%	\$0.00
MULTIPLE SCLEROSIS	TYSABRI	12.50%	\$0.00
MULTIPLE SCLEROSIS	ZINBRYTA	15.50%	\$0.00
MUSCULAR DYSTROPHY	EMFLAZA	No Access	No Access
MUSCULAR DYSTROPHY	EXONDYS 51	No Access	No Access
MUSCULAR DYSTROPHY	SPINRAZA	14.50%	\$0.00
OPHTHALMIC CONDITIONS	EYLEA	13.50%	\$0.00
OPHTHALMIC CONDITIONS	ILUVIEN	13.50%	\$0.00
OPHTHALMIC CONDITIONS	JETREA	No Access	No Access
OPHTHALMIC CONDITIONS	LUCENTIS	15.50%	\$0.00
OPHTHALMIC CONDITIONS	MACUGEN	15.50%	\$0.00
OPHTHALMIC CONDITIONS	OZURDEX	14.50%	\$0.00
OPHTHALMIC CONDITIONS	RETISERT	8.00%	\$0.00
OPHTHALMIC CONDITIONS	VISUDYNE	5.40%	\$0.00
OSTEOARTHRITIS	EUFLEXXA	15.50%	\$0.00
OSTEOARTHRITIS	GEL-ONE	15.50%	\$0.00
OSTEOARTHRITIS	GELSYN - 3	15.50%	\$0.00
OSTEOARTHRITIS	GENVISC 850	No Access	No Access
OSTEOARTHRITIS	HYALGAN	15.50%	\$0.00
OSTEOARTHRITIS	MONOVISC	15.50%	\$0.00
OSTEOARTHRITIS	ORTHOVISC	15.50%	\$0.00
OSTEOARTHRITIS	SUPARTZ (all forms and strengths)	15.50%	\$0.00
OSTEOARTHRITIS	SYNVISC (all forms and strengths)	15.50%	\$0.00
OSTEOPOROSIS	BONIVA	18.00%	\$0.00
OSTEOPOROSIS	FORTEO	18.00%	\$0.00
OSTEOPOROSIS	IBANDRONATE SODIUM	61.73%	\$0.00
OSTEOPOROSIS	PROLIA	14.50%	\$0.00
OSTEOPOROSIS	RECLAST	18.00%	\$0.00

PULMONARY HYPERTENSION	ADCIRCA	15.50%	\$0.00
PULMONARY HYPERTENSION	ADEMPAS	15.50%	\$0.00
PULMONARY HYPERTENSION	DILUENT FOR EPOPROSTENOL VIAL	12.90%	\$0.00
PULMONARY HYPERTENSION	DILUENT FOR FLOLAN VIAL	2.00%	\$0.00
PULMONARY HYPERTENSION	DILUENT FOR REMODULIN	2.00%	\$0.00
PULMONARY HYPERTENSION	EPOPROSTENOL SODIUM	8.00%	\$0.00
PULMONARY HYPERTENSION	ESBRIET	15.50%	\$0.00
PULMONARY HYPERTENSION	FLOLAN	2.00%	\$0.00
PULMONARY HYPERTENSION	LETAIRIS	15.50%	\$0.00
PULMONARY HYPERTENSION	OFEV	15.50%	\$0.00
PULMONARY HYPERTENSION	OPSUMIT	15.50%	\$0.00
PULMONARY HYPERTENSION	ORENITRAM	15.50%	\$0.00
PULMONARY HYPERTENSION	REMODULIN	2.00%	\$0.00
PULMONARY HYPERTENSION	REVATIO	18.00%	\$0.00
PULMONARY HYPERTENSION	SILDENAFIL CITRATE	95.66%	\$0.00
PULMONARY HYPERTENSION	TRACLEER	18.00%	\$0.00
PULMONARY HYPERTENSION	TYVASO	5.40%	\$0.00
PULMONARY HYPERTENSION	UPTRAVI	15.50%	\$0.00
PULMONARY HYPERTENSION	VELETRI	8.00%	\$0.00
PULMONARY HYPERTENSION	VENTAVIS	2.00%	\$0.00
RESPIRATORY SYNCYTIAL VIRUS	SYNAGIS	15.50%	\$0.00

SPECIALTY NET EFFECTIVE DISCOUNT GUARANTEES FOR MAIL ORDER CHANNEL

ESI guarantees that the overall annual Net Effective Discount for the products listed on the Specialty Price List that were dispensed through the mail order channel excluding Limited Distribution and Exclusive products will be at least AWP (-) minus 18.50% for Missouri Consolidated Commercial offer. Within ninety days (90) following the end of each contract year ESI will calculate the actual net effective discount for the products listed on the Specialty Price List that were dispensed through the mail order channel to determine if the guarantee has been met. If the actual overall Net Effective Discount is less than the guaranteed Net Effective Discount ESI will reimburse Missouri Consolidated the full dollar amount of the difference between the actual and guaranteed Net Effective Discounts. Missouri Consolidated will retain any amount that the actual Net Effective Discount exceeds the guaranteed Net Effective Discount. The calculation for the actual Net Effective Discount will be as follows: ((Total Ingredient Cost for the products listed on the Specialty Price List) divided by (Total AWP for the products listed on the Specialty Price List)) minus 1. This guarantee is contingent on Missouri Consolidated's continued participation in the National Preferred formulary as well as maintaining the current exclusive specialty arrangement.

1. MCHCP will receive 100% of Total Specialty Rebates.
2. MCHCP will receive 100% of the Manufacturer's Administrative Fee.
3. This proposal is contingent on ESI being the exclusive provider of Specialty Drugs through mail, (e.g. US Postal Service, FedEx, or other similar couriers), or the client's continued participation in the Specialty RRA program. This proposal may be modified based upon state law requirements.
4. ESI reserves the right to modify these lists and rates. Accredo's specialty list may show estimated Book of Business MAC rates. These are estimates only based on averages and not guaranteed.
5. Specialty Mail Pricing Offer assumes a days' supply consistent with the Accredo Days' Supply Program.
6. The above drugs assume all forms and strengths with the exception of bulk chemicals and powders, including follow on generics. With the exception of the following: Oral forms of BONIVA (ibandronate sodium), Progesterone, and DDAVP (desmopressin acetate) are not considered specialty. Topical forms of Prograf and Astagraf (tacrolimus) are not considered specialty.
7. Specialty pricing for MCHCP's Commercial offer is contingent on MCHCP's continued participation in the National Preferred Formulary.
8. Lower of Logic: mail specialty claims will adjudicate at the lower of AWP or MAC, retail specialty will adjudicate at the lower of AWP, MAC or U&C.

Missouri Consolidated Health Care Plans – EGWP
Mail Order Specialty Pharmacy Price List

Therapy	Drug Name	Mail Specialty	
		EGWP AWP Discount	Dispensing Fee
ALPHA 1 DEFICIENCY	ARALAST NP	14.50%	\$0.00
ALPHA 1 DEFICIENCY	GLASSIA	14.50%	\$0.00
ALPHA 1 DEFICIENCY	PROLASTIN (all forms and strengths)	No Access	No Access
ALPHA 1 DEFICIENCY	ZEMAIRA	14.50%	\$0.00
ANTICOAGULANT	ARIXTRA	14.50%	\$0.00
ANTICOAGULANT	ENOXAPARIN SODIUM	69.81%	\$0.00
ANTICOAGULANT	FONDAPARINUX SODIUM	50.63%	\$0.00
ANTICOAGULANT	FRAGMIN	14.50%	\$0.00
ANTICOAGULANT	IPRIVASK	14.50%	\$0.00
ANTICOAGULANT	LOVENOX	14.50%	\$0.00
ASTHMA	CINQAIR	No Access	No Access
ASTHMA	DUPIXENT	16.00%	\$0.00
ASTHMA	NUCALA	16.00%	\$0.00
ASTHMA	ORALAIR	No Access	No Access
ASTHMA	XOLAIR	16.00%	\$0.00
BLOOD CELL DEFICIENCY	ARANESP	14.50%	\$0.00
BLOOD CELL DEFICIENCY	EPOGEN	14.50%	\$0.00
BLOOD CELL DEFICIENCY	GRANIX	14.50%	\$0.00
BLOOD CELL DEFICIENCY	LEUKINE	14.50%	\$0.00
BLOOD CELL DEFICIENCY	MOZOBIL	14.50%	\$0.00
BLOOD CELL DEFICIENCY	NEULASTA	14.50%	\$0.00
BLOOD CELL DEFICIENCY	NEUMEGA	14.50%	\$0.00
BLOOD CELL DEFICIENCY	NEUPOGEN	14.50%	\$0.00
BLOOD CELL DEFICIENCY	NPLATE	14.50%	\$0.00
BLOOD CELL DEFICIENCY	PROCRIT	14.50%	\$0.00
BLOOD CELL DEFICIENCY	PROMACTA	14.50%	\$0.00
CANCER	ABRAXANE	14.50%	\$0.00
CANCER	ADCETRIS	13.50%	\$0.00
CANCER	AFINITOR (all forms and strengths)	13.50%	\$0.00
CANCER	ALECENSA	13.50%	\$0.00
CANCER	ARRANON	14.50%	\$0.00
CANCER	ARZERRA	14.50%	\$0.00
CANCER	AVASTIN	14.50%	\$0.00
CANCER	AZACITIDINE	17.50%	\$0.00
CANCER	BAVENCIO	No Access	No Access

CANCER	BELEODAQ	No Access	No Access
CANCER	BENDEKA	14.50%	\$0.00
CANCER	BEXAROTENE	17.50%	\$0.00
CANCER	BLINCYTO	No Access	No Access
CANCER	BOSULIF	14.50%	\$0.00
CANCER	CABOMETYX	14.50%	\$0.00
CANCER	CAPECITABINE	44.32%	\$0.00
CANCER	CAPRELSA	No Access	No Access
CANCER	COMETRIQ	No Access	No Access
CANCER	COTELLIC	14.50%	\$0.00
CANCER	CYRAMZA	No Access	No Access
CANCER	DACOGEN	13.50%	\$0.00
CANCER	DARZALEX	14.50%	\$0.00
CANCER	DECITABINE	17.50%	\$0.00
CANCER	ELIGARD	14.50%	\$0.00
CANCER	EMPLICITI	14.50%	\$0.00
CANCER	ERBITUX	14.50%	\$0.00
CANCER	ERIVEDGE	12.50%	\$0.00
CANCER	ERWINAZE	No Access	No Access
CANCER	EVOMELA	No Access	No Access
CANCER	FARYDAK	14.50%	\$0.00
CANCER	FIRMAGON	13.50%	\$0.00
CANCER	FOLOTYN	13.50%	\$0.00
CANCER	GAZYVA	14.50%	\$0.00
CANCER	GILOTRIF	13.50%	\$0.00
CANCER	GLEEVEC	16.00%	\$0.00
CANCER	HALAVEN	13.50%	\$0.00
CANCER	HERCEPTIN	14.50%	\$0.00
CANCER	HYCAMTIN	14.50%	\$0.00
CANCER	IBRANCE	14.50%	\$0.00
CANCER	ICLUSIG	No Access	No Access
CANCER	IMATINIB MESYLATE	24.00%	\$0.00
CANCER	IMBRUVICA	No Access	No Access
CANCER	IMLYGIC	No Access	No Access
CANCER	INLYTA	14.50%	\$0.00
CANCER	INTRON A	14.50%	\$0.00
CANCER	IRESSA	13.50%	\$0.00
CANCER	ISTODAX	14.50%	\$0.00
CANCER	IXEMPRA	13.50%	\$0.00
CANCER	JADENU	12.50%	\$0.00
CANCER	JAKAFI	14.50%	\$0.00

CANCER	JEVTANA	14.50%	\$0.00
CANCER	KADCYLA	14.50%	\$0.00
CANCER	KEPIVANCE	No Access	No Access
CANCER	KEYTRUDA	No Access	No Access
CANCER	KISQALI	14.50%	\$0.00
CANCER	KYPROLIS	No Access	No Access
CANCER	LARTRUVO	13.50%	\$0.00
CANCER	LENVIMA	14.50%	\$0.00
CANCER	LEUPROLIDE ACETATE	49.63%	\$0.00
CANCER	LONSURF	14.50%	\$0.00
CANCER	LUPANETA PACK	14.50%	\$0.00
CANCER	LUPRON DEPOT (all forms and strengths)	14.50%	\$0.00
CANCER	LYNPARZA	13.50%	\$0.00
CANCER	MARQIBO	No Access	No Access
CANCER	MATULANE	No Access	No Access
CANCER	MEKINIST	14.50%	\$0.00
CANCER	NEXAVAR	13.50%	\$0.00
CANCER	NINLARO	14.50%	\$0.00
CANCER	ODOMZO	14.50%	\$0.00
CANCER	ONIVYDE	No Access	No Access
CANCER	OPDIVO	14.50%	\$0.00
CANCER	PERJETA	13.50%	\$0.00
CANCER	POMALYST	14.50%	\$0.00
CANCER	PORTRAZZA	No Access	No Access
CANCER	PROLEUKIN	14.50%	\$0.00
CANCER	PROTHELIAL	14.50%	\$0.00
CANCER	PROVENGE	No Access	No Access
CANCER	PURIXAN	No Access	No Access
CANCER	REVLIMID	14.50%	\$0.00
CANCER	RITUXAN	14.50%	\$0.00
CANCER	RUBRACA	No Access	No Access
CANCER	SPRYCEL	12.50%	\$0.00
CANCER	STIVARGA	14.50%	\$0.00
CANCER	SUTENT	14.50%	\$0.00
CANCER	SYLATRON (all forms and strengths)	14.50%	\$0.00
CANCER	SYLVANT	13.50%	\$0.00
CANCER	SYNRIBO	No Access	No Access
CANCER	TAFINLAR	14.50%	\$0.00
CANCER	TAGRISSO	13.50%	\$0.00
CANCER	TARCEVA	16.00%	\$0.00
CANCER	TARGETIN	16.00%	\$0.00

CANCER	TASIGNA	13.50%	\$0.00
CANCER	TECENTRIQ	13.50%	\$0.00
CANCER	TEMODAR	14.50%	\$0.00
CANCER	TEMOZOLOMIDE	60.12%	\$0.00
CANCER	THALOMID	14.50%	\$0.00
CANCER	THYROGEN	13.50%	\$0.00
CANCER	TOPOTECAN HCL	14.50%	\$0.00
CANCER	TORISEL	14.50%	\$0.00
CANCER	TREANDA	14.50%	\$0.00
CANCER	TYKERB	13.50%	\$0.00
CANCER	UNITUXIN	No Access	No Access
CANCER	VALCHLOR	5.40%	\$0.00
CANCER	VALSTAR	13.50%	\$0.00
CANCER	VANTAS	13.50%	\$0.00
CANCER	VECTIBIX	13.50%	\$0.00
CANCER	VELCADE	14.50%	\$0.00
CANCER	VENCLEXTA (all forms and strengths)	No Access	No Access
CANCER	VIDAZA	14.50%	\$0.00
CANCER	VISTOGARD	No Access	No Access
CANCER	VOTRIENT	13.50%	\$0.00
CANCER	XALKORI	14.50%	\$0.00
CANCER	XELODA	14.50%	\$0.00
CANCER	XGEVA	13.50%	\$0.00
CANCER	XOFIGO	No Access	No Access
CANCER	XTANDI	14.50%	\$0.00
CANCER	YERVOY	14.50%	\$0.00
CANCER	YONDELIS	No Access	No Access
CANCER	ZALTRAP	14.50%	\$0.00
CANCER	ZARXIO	14.50%	\$0.00
CANCER	ZELBORAF	12.50%	\$0.00
CANCER	ZOLADEX	14.50%	\$0.00
CANCER	ZOLEDRONIC ACID	28.19%	\$0.00
CANCER	ZOLINZA	14.50%	\$0.00
CANCER	ZOMETA	14.50%	\$0.00
CANCER	ZYDELIG	No Access	No Access
CANCER	ZYKADIA	12.50%	\$0.00
CANCER	ZYTIGA	14.50%	\$0.00
CONTRACEPTIVE	LILETTA	0.00%	\$0.00
CONTRACEPTIVE	NEXPLANON	0.00%	\$0.00
CYSTIC FIBROSIS	BETHKIS	14.50%	\$0.00
CYSTIC FIBROSIS	CAYSTON	14.50%	\$0.00

CYSTIC FIBROSIS	KALYDECO	14.50%	\$0.00
CYSTIC FIBROSIS	KITABIS PAK	14.50%	\$0.00
CYSTIC FIBROSIS	ORKAMBI	14.50%	\$0.00
CYSTIC FIBROSIS	PULMOZYME	14.50%	\$0.00
CYSTIC FIBROSIS	TOBI (all forms and strengths)	14.50%	\$0.00
CYSTIC FIBROSIS	TOBRAMYCIN (all forms and strengths)	28.97%	\$0.00
ENDOCRINE DISORDERS	AVEED	No Access	No Access
ENDOCRINE DISORDERS	EGRIFTA	14.50%	\$0.00
ENDOCRINE DISORDERS	KORLYM	No Access	No Access
ENDOCRINE DISORDERS	KUVAN	14.50%	\$0.00
ENDOCRINE DISORDERS	MIRCERA	No Access	No Access
ENDOCRINE DISORDERS	MYALEPT	5.40%	\$0.00
ENDOCRINE DISORDERS	NATPARA	13.50%	\$0.00
ENDOCRINE DISORDERS	OCTREOTIDE ACETATE	55.65%	\$0.00
ENDOCRINE DISORDERS	SANDOSTATIN (all forms and strengths)	14.50%	\$0.00
ENDOCRINE DISORDERS	SIGNIFOR (all forms and strengths)	11.50%	\$0.00
ENDOCRINE DISORDERS	SOMATULINE DEPOT	14.50%	\$0.00
ENDOCRINE DISORDERS	SOMAVERT	13.50%	\$0.00
ENDOCRINE DISORDERS	SUPPRELIN LA	14.50%	\$0.00
ENDOCRINE DISORDERS	TESTOPEL	No Access	No Access
ENZYME DEFICIENCY	ADAGEN	No Access	No Access
ENZYME DEFICIENCY	ALDURAZYME	7.50%	\$0.00
ENZYME DEFICIENCY	CARBAGLU	7.50%	\$0.00
ENZYME DEFICIENCY	CERDELGA	13.50%	\$0.00
ENZYME DEFICIENCY	CEREZYME	14.50%	\$0.00
ENZYME DEFICIENCY	CYSTADANE	No Access	No Access
ENZYME DEFICIENCY	ELAPRASE	14.50%	\$0.00
ENZYME DEFICIENCY	ELELYSO	14.50%	\$0.00
ENZYME DEFICIENCY	FABRAZYME	7.50%	\$0.00
ENZYME DEFICIENCY	KANUMA	14.50%	\$0.00
ENZYME DEFICIENCY	LUMIZYME	13.50%	\$0.00
ENZYME DEFICIENCY	NAGLAZYME	13.50%	\$0.00
ENZYME DEFICIENCY	ORFADIN	No Access	No Access
ENZYME DEFICIENCY	SUCRAID	13.50%	\$0.00
ENZYME DEFICIENCY	VIMIZIM	14.50%	\$0.00
ENZYME DEFICIENCY	VPRIV	14.50%	\$0.00
ENZYME DEFICIENCY	ZAVESCA	13.50%	\$0.00
GROWTH DEFICIENCY	GENOTROPIN	16.00%	\$0.00
GROWTH DEFICIENCY	HUMATROPE	16.00%	\$0.00
GROWTH DEFICIENCY	INCRELEX	8.00%	\$0.00
GROWTH DEFICIENCY	NORDITROPIN (all forms and strengths)	16.00%	\$0.00

GROWTH DEFICIENCY	NUTROPIN (all forms and strengths)	14.50%	\$0.00
GROWTH DEFICIENCY	OMNITROPE	14.50%	\$0.00
GROWTH DEFICIENCY	SAIZEN	14.50%	\$0.00
GROWTH DEFICIENCY	SEROSTIM	14.50%	\$0.00
GROWTH DEFICIENCY	ZOMACTON	14.50%	\$0.00
GROWTH DEFICIENCY	ZORBTIVE	14.50%	\$0.00
HEMOPHILIA	ADVATE (all forms and strengths)	22.00%	\$0.00
HEMOPHILIA	ADYNOVATE	22.00%	\$0.00
HEMOPHILIA	AFSTYLA	27.00%	\$0.00
HEMOPHILIA	ALPHANATE	29.30%	\$0.00
HEMOPHILIA	ALPHANINE SD	29.30%	\$0.00
HEMOPHILIA	ALPROLIX	15.80%	\$0.00
HEMOPHILIA	BEBULIN (all forms and strengths)	5.40%	\$0.00
HEMOPHILIA	BENEFIX	12.70%	\$0.00
HEMOPHILIA	CEPROTIN	12.70%	\$0.00
HEMOPHILIA	COAGADEX	No Access	No Access
HEMOPHILIA	CORIFACT	22.00%	\$0.00
HEMOPHILIA	DDAVP	12.70%	\$0.00
HEMOPHILIA	DESMOPRESSIN ACETATE	90.84%	\$0.00
HEMOPHILIA	ELOCTATE	20.00%	\$0.00
HEMOPHILIA	FEIBA NF (all forms and strengths)	27.00%	\$0.00
HEMOPHILIA	HELIXATE FS	27.00%	\$0.00
HEMOPHILIA	HEMOFIL M	27.00%	\$0.00
HEMOPHILIA	HUMATE-P	29.30%	\$0.00
HEMOPHILIA	IDELVION	15.80%	\$0.00
HEMOPHILIA	IXINITY	15.80%	\$0.00
HEMOPHILIA	KOATE	27.00%	\$0.00
HEMOPHILIA	KOGENATE FS	27.00%	\$0.00
HEMOPHILIA	KOVALTRY	22.00%	\$0.00
HEMOPHILIA	MONOCLATE-P	27.00%	\$0.00
HEMOPHILIA	MONONINE	25.00%	\$0.00
HEMOPHILIA	NOVOEIGHT	27.00%	\$0.00
HEMOPHILIA	NOVOSEVEN (all forms and strengths)	25.00%	\$0.00
HEMOPHILIA	NUWIQ	22.00%	\$0.00
HEMOPHILIA	OBIZUR	No Access	No Access
HEMOPHILIA	PROFILNINE SD	27.00%	\$0.00
HEMOPHILIA	RECOMBINATE	27.00%	\$0.00
HEMOPHILIA	RIASTAP	12.70%	\$0.00
HEMOPHILIA	RIXUBIS	29.30%	\$0.00
HEMOPHILIA	STIMATE	13.70%	\$0.00
HEMOPHILIA	TRETTEN	5.40%	\$0.00

HEMOPHILIA	VONVENDI	No Access	No Access
HEMOPHILIA	WILATE	29.30%	\$0.00
HEMOPHILIA	XYNTHA (all forms and strengths)	22.00%	\$0.00
HEPATITIS C	COPEGUS	14.50%	\$0.00
HEPATITIS C	DAKLINZA	16.00%	\$0.00
HEPATITIS C	EPCLUSA	16.00%	\$0.00
HEPATITIS C	HARVONI	16.00%	\$0.00
HEPATITIS C	INFERGEN	14.50%	\$0.00
HEPATITIS C	MODERIBA	34.01%	\$0.00
HEPATITIS C	OCALIVA	14.50%	\$0.00
HEPATITIS C	OLYSIO	16.00%	\$0.00
HEPATITIS C	PEGASYS	16.00%	\$0.00
HEPATITIS C	PEG-INTRON (all forms and strengths)	14.50%	\$0.00
HEPATITIS C	REBETOL	14.50%	\$0.00
HEPATITIS C	RIBAPAK	65.00%	\$0.00
HEPATITIS C	RIBASPHERE	62.92%	\$0.00
HEPATITIS C	RIBAVIRIN	88.71%	\$0.00
HEPATITIS C	SOVALDI	16.00%	\$0.00
HEPATITIS C	TECHNIVIE	16.00%	\$0.00
HEPATITIS C	VIEKIRA (all forms and strengths)	16.00%	\$0.00
HEPATITIS C	ZEPATIER	16.00%	\$0.00
HEREDITARY ANGIOEDEMA	BERINERT	13.50%	\$0.00
HEREDITARY ANGIOEDEMA	CINRYZE	7.50%	\$0.00
HEREDITARY ANGIOEDEMA	FIRAZYR	13.50%	\$0.00
HEREDITARY ANGIOEDEMA	KALBITOR	13.50%	\$0.00
HEREDITARY ANGIOEDEMA	RUCONEST	13.50%	\$0.00
HYPERCHOLESTEROLEMIA	PRALUENT (all forms and strengths)	12.50%	\$0.00
HYPERCHOLESTEROLEMIA	REPATHA (all forms and strengths)	12.50%	\$0.00
IMMUNE DEFICIENCY	ACTIMMUNE	14.70%	\$0.00
IMMUNE DEFICIENCY	BIVIGAM	15.80%	\$0.00
IMMUNE DEFICIENCY	CARIMUNE NF NANOFILTERED	16.00%	\$0.00
IMMUNE DEFICIENCY	CUVITRU	14.70%	\$0.00
IMMUNE DEFICIENCY	CYTOGAM	14.70%	\$0.00
IMMUNE DEFICIENCY	FLEBOGAMMA	15.80%	\$0.00
IMMUNE DEFICIENCY	GAMASTAN S-D	15.80%	\$0.00
IMMUNE DEFICIENCY	GAMMAGARD LIQUID	15.80%	\$0.00
IMMUNE DEFICIENCY	GAMMAGARD S-D	15.80%	\$0.00
IMMUNE DEFICIENCY	GAMMAKED	15.80%	\$0.00
IMMUNE DEFICIENCY	GAMMAPLEX	14.70%	\$0.00
IMMUNE DEFICIENCY	GAMUNEX (all forms and strengths)	15.80%	\$0.00
IMMUNE DEFICIENCY	HIZENTRA	14.70%	\$0.00

IMMUNE DEFICIENCY	HYQVIA	14.70%	\$0.00
IMMUNE DEFICIENCY	OCTAGAM	14.70%	\$0.00
IMMUNE DEFICIENCY	PRIVIGEN	13.70%	\$0.00
INFERTILITY	BRAVELLE	14.50%	\$0.00
INFERTILITY	CETROTIDE	14.50%	\$0.00
INFERTILITY	CHORIONIC GONADOTROPIN	14.50%	\$0.00
INFERTILITY	CRINONE	14.50%	\$0.00
INFERTILITY	ENDOMETRIN	14.50%	\$0.00
INFERTILITY	FOLLISTIM AQ	14.50%	\$0.00
INFERTILITY	GANIRELIX ACETATE	14.50%	\$0.00
INFERTILITY	GONAL-F (all forms and strengths)	14.50%	\$0.00
INFERTILITY	KYLEENA	No Access	No Access
INFERTILITY	MENOPUR	14.50%	\$0.00
INFERTILITY	MIRENA	No Access	No Access
INFERTILITY	NOVAREL	14.50%	\$0.00
INFERTILITY	OVIDREL	14.50%	\$0.00
INFERTILITY	PARAGARD	No Access	No Access
INFERTILITY	PREGNYL	14.50%	\$0.00
INFERTILITY	PROGESTERONE	30.00%	\$0.00
INFERTILITY	SKYLA	No Access	No Access
INFLAMMATORY CONDITIONS	ACTEMRA	8.00%	\$0.00
INFLAMMATORY CONDITIONS	ARCALYST	14.50%	\$0.00
INFLAMMATORY CONDITIONS	BENLYSTA	13.50%	\$0.00
INFLAMMATORY CONDITIONS	CIMZIA	14.50%	\$0.00
INFLAMMATORY CONDITIONS	COSENTYX (all forms and strengths)	13.50%	\$0.00
INFLAMMATORY CONDITIONS	ENBREL	16.00%	\$0.00
INFLAMMATORY CONDITIONS	ENTYVIO	13.50%	\$0.00
INFLAMMATORY CONDITIONS	HUMIRA (all forms and strengths)	16.00%	\$0.00
INFLAMMATORY CONDITIONS	HYMOVIS	14.50%	\$0.00
INFLAMMATORY CONDITIONS	ILARIS	14.50%	\$0.00
INFLAMMATORY CONDITIONS	INFLECTRA	15.80%	\$0.00
INFLAMMATORY CONDITIONS	KINERET	No Access	No Access
INFLAMMATORY CONDITIONS	KRYSTEXXA	13.50%	\$0.00

INFLAMMATORY CONDITIONS	ORENCIA (all forms and strengths)	11.50%	\$0.00
INFLAMMATORY CONDITIONS	OTEZLA	14.50%	\$0.00
INFLAMMATORY CONDITIONS	REMICADE	16.00%	\$0.00
INFLAMMATORY CONDITIONS	SIMPONI (all forms and strengths)	13.50%	\$0.00
INFLAMMATORY CONDITIONS	STELARA	13.50%	\$0.00
INFLAMMATORY CONDITIONS	TALTZ (all forms and strengths)	13.50%	\$0.00
INFLAMMATORY CONDITIONS	XELJANZ (all forms and strengths)	14.50%	\$0.00
IRON TOXICITY	EXJADE	12.50%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	ACTHAR H.P.	14.50%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	APOKYN	14.50%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	ARESTIN	13.50%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	AUSTEDO	No Access	No Access
MISCELLANEOUS SPECIALTY CONDITIONS	BOTOX (all forms and strengths)	16.00%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	CHENODAL	No Access	No Access
MISCELLANEOUS SPECIALTY CONDITIONS	CHOLBAM	No Access	No Access
MISCELLANEOUS SPECIALTY CONDITIONS	CYSTAGON	No Access	No Access
MISCELLANEOUS SPECIALTY CONDITIONS	CYSTARAN	No Access	No Access
MISCELLANEOUS SPECIALTY CONDITIONS	DARAPRIM	No Access	No Access
MISCELLANEOUS SPECIALTY CONDITIONS	DUOPA	1.00%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	DYSPORT	14.50%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	FERRIPROX	No Access	No Access
MISCELLANEOUS SPECIALTY CONDITIONS	GATTEX	14.50%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	HEMANGEOL	No Access	No Access
MISCELLANEOUS SPECIALTY CONDITIONS	HETLIOZ	14.50%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	JUXTAPID	No Access	No Access
MISCELLANEOUS SPECIALTY CONDITIONS	KEVEYIS	No Access	No Access

MISCELLANEOUS SPECIALTY CONDITIONS	KYNAMRO	13.50%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	MAKENA	14.50%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	MYOBLOC	16.00%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	NORTHERA	14.50%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	NUPLAZID	14.50%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	PRIALT	No Access	No Access
MISCELLANEOUS SPECIALTY CONDITIONS	PROCYSBI	5.40%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	RAVICTI	14.50%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	SABRIL	12.50%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	SAMSCA	13.50%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	SOLESTA	13.50%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	SOLIRIS	12.50%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	SPRIX	No Access	No Access
MISCELLANEOUS SPECIALTY CONDITIONS	STRENSIQ	No Access	No Access
MISCELLANEOUS SPECIALTY CONDITIONS	TETRABENAZINE	20.00%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	THIOLA	No Access	No Access
MISCELLANEOUS SPECIALTY CONDITIONS	VARITHENA (all forms and strengths)	No Access	No Access
MISCELLANEOUS SPECIALTY CONDITIONS	VIVITROL	14.50%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	XENAZINE	14.50%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	XEOMIN	5.40%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	XERMELO	No Access	No Access
MISCELLANEOUS SPECIALTY CONDITIONS	XIAFLEX	No Access	No Access
MISCELLANEOUS SPECIALTY CONDITIONS	XURIDEN	No Access	No Access
MISCELLANEOUS SPECIALTY CONDITIONS	XYREM	10.50%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	ZECUITY	No Access	No Access
MULTIPLE SCLEROSIS	AMPYRA	16.00%	\$0.00

MULTIPLE SCLEROSIS	AUBAGIO	13.50%	\$0.00
MULTIPLE SCLEROSIS	AVONEX (all forms and strengths)	16.00%	\$0.00
MULTIPLE SCLEROSIS	BETASERON	14.50%	\$0.00
MULTIPLE SCLEROSIS	COPAXONE 20 MG	16.00%	\$0.00
MULTIPLE SCLEROSIS	COPAXONE 40 MG	16.00%	\$0.00
MULTIPLE SCLEROSIS	EXTAVIA	16.00%	\$0.00
MULTIPLE SCLEROSIS	GILENYA	16.00%	\$0.00
MULTIPLE SCLEROSIS	GLATOPA	37.26%	\$0.00
MULTIPLE SCLEROSIS	LEMTRADA	14.50%	\$0.00
MULTIPLE SCLEROSIS	MITOXANTRONE HCL	14.50%	\$0.00
MULTIPLE SCLEROSIS	OCREVUS	13.50%	\$0.00
MULTIPLE SCLEROSIS	PLEGRIDY (all forms and strengths)	14.50%	\$0.00
MULTIPLE SCLEROSIS	REBIF (all forms and strengths)	16.00%	\$0.00
MULTIPLE SCLEROSIS	TECFIDERA	14.50%	\$0.00
MULTIPLE SCLEROSIS	TYSABRI	11.50%	\$0.00
MULTIPLE SCLEROSIS	ZINBRYTA	14.50%	\$0.00
MUSCULAR DYSTROPHY	EMFLAZA	No Access	No Access
MUSCULAR DYSTROPHY	EXONDYS 51	No Access	No Access
MUSCULAR DYSTROPHY	SPINRAZA	13.50%	\$0.00
OPHTHALMIC CONDITIONS	EYLEA	12.50%	\$0.00
OPHTHALMIC CONDITIONS	ILUVIEN	12.50%	\$0.00
OPHTHALMIC CONDITIONS	JETREA	No Access	No Access
OPHTHALMIC CONDITIONS	LUCENTIS	14.50%	\$0.00
OPHTHALMIC CONDITIONS	MACUGEN	14.50%	\$0.00
OPHTHALMIC CONDITIONS	OZURDEX	13.50%	\$0.00
OPHTHALMIC CONDITIONS	RETISERT	7.50%	\$0.00
OPHTHALMIC CONDITIONS	VISUDYNE	5.40%	\$0.00
OSTEOARTHRITIS	EUFLEXXA	14.50%	\$0.00
OSTEOARTHRITIS	GEL-ONE	14.50%	\$0.00
OSTEOARTHRITIS	GELSYN - 3	14.50%	\$0.00
OSTEOARTHRITIS	GENVISC 850	No Access	No Access
OSTEOARTHRITIS	HYALGAN	14.50%	\$0.00
OSTEOARTHRITIS	MONOVISC	14.50%	\$0.00
OSTEOARTHRITIS	ORTHOVISC	14.50%	\$0.00
OSTEOARTHRITIS	SUPARTZ (all forms and strengths)	14.50%	\$0.00
OSTEOARTHRITIS	SYNVISC (all forms and strengths)	14.50%	\$0.00
OSTEOPOROSIS	BONIVA	16.00%	\$0.00
OSTEOPOROSIS	FORTEO	16.00%	\$0.00
OSTEOPOROSIS	IBANDRONATE SODIUM	61.73%	\$0.00
OSTEOPOROSIS	PROLIA	13.50%	\$0.00
OSTEOPOROSIS	RECLAST	16.00%	\$0.00

PULMONARY HYPERTENSION	ADCIRCA	14.50%	\$0.00
PULMONARY HYPERTENSION	ADEMPAS	14.50%	\$0.00
PULMONARY HYPERTENSION	DILUENT FOR EPOPROSTENOL VIAL	12.90%	\$0.00
PULMONARY HYPERTENSION	DILUENT FOR FLOLAN VIAL	1.00%	\$0.00
PULMONARY HYPERTENSION	DILUENT FOR REMODULIN	1.00%	\$0.00
PULMONARY HYPERTENSION	EPOPROSTENOL SODIUM	5.00%	\$0.00
PULMONARY HYPERTENSION	ESBRIET	14.50%	\$0.00
PULMONARY HYPERTENSION	FLOLAN	1.00%	\$0.00
PULMONARY HYPERTENSION	LETAIRIS	14.50%	\$0.00
PULMONARY HYPERTENSION	OFEV	14.50%	\$0.00
PULMONARY HYPERTENSION	OPSUMIT	14.50%	\$0.00
PULMONARY HYPERTENSION	ORENITRAM	14.50%	\$0.00
PULMONARY HYPERTENSION	REMODULIN	1.00%	\$0.00
PULMONARY HYPERTENSION	REVATIO	16.00%	\$0.00
PULMONARY HYPERTENSION	SILDENAFIL CITRATE	95.66%	\$0.00
PULMONARY HYPERTENSION	TRACLEER	16.00%	\$0.00
PULMONARY HYPERTENSION	TYVASO	3.00%	\$0.00
PULMONARY HYPERTENSION	UPTRAVI	14.50%	\$0.00
PULMONARY HYPERTENSION	VELETRI	5.00%	\$0.00
PULMONARY HYPERTENSION	VENTAVIS	1.00%	\$0.00
RESPIRATORY SYNCYTIAL VIRUS	SYNAGIS	14.50%	\$0.00

SPECIALTY NET EFFECTIVE DISCOUNT GUARANTEES FOR MAIL ORDER CHANNEL

ESI guarantees that the overall annual Net Effective Discount for the products listed on the Specialty Price List that were dispensed through the mail order channel excluding Limited Distribution and Exclusive products will be at least AWP (-) minus 16.75% for the EGWP offer. Within ninety days (90) following the end of each contract year ESI will calculate the actual net effective discount for the products listed on the Specialty Price List that were dispensed through the mail order channel to determine if the guarantee has been met. If the actual overall Net Effective Discount is less than the guaranteed Net Effective Discount ESI will reimburse Missouri Consolidated the full dollar amount of the difference between the actual and guaranteed Net Effective Discounts. Missouri Consolidated will retain any amount that the actual Net Effective Discount exceeds the guaranteed Net Effective Discount. The calculation for the actual Net Effective Discount will be as follows: ((Total Ingredient Cost for the products listed on the Specialty Price List) divided by (Total AWP for the products listed on the Specialty Price List)) minus 1. This guarantee is contingent on Missouri Consolidated's continued participation in EGWP formulary.

1. MCHCP will receive 100% of Total Specialty Rebates.
2. MCHCP will receive 100% of the Specialty Manufacturer's Administrative Fee.
3. This proposal is contingent on ESI being the exclusive provider of Specialty Drugs through mail, (e.g. US Postal Service, FedEx, or other similar couriers), or MCHCP's continued participation in the Specialty RRA program. This proposal may be modified based upon state law requirements.
4. ESI reserves the right to modify these lists and rates. Accredo's specialty list may show estimated Book of Business MAC rates. These are estimates only based on averages and not guaranteed.
5. Specialty Mail Pricing Offer assumes a days' supply consistent with the Accredo Days' Supply Program.
6. The above drugs assume all forms and strengths with the exception of bulk chemicals and powders, including follow on generics. With the exception of the following: Oral forms of BONIVA (ibandronate sodium), Progesterone, and DDAVP (desmopressin acetate) are not considered specialty. Topical forms of Prograf and Astagraf (tacrolimus) are not considered specialty.
7. Specialty pricing is contingent on MCHCP's continued participation the EGWP Formulary.



Missouri Consolidated Health Care Plan
832 Weathered Rock Court
PO Box 104355
Jefferson City, MO 65110
Phone: 800-701-8881
www.mchcp.org

Judith Muck, *Executive Director*

CONTRACT AWARD

Date of Award: June 23, 2016

Contract Number: 01-012017-PBM

Associate RFP: Pharmacy Benefit Manager (PBM)

RFP Release Date: February 11, 2016

Replaces Contract: Between MCHCP and Express Scripts terminating on December 31, 2016

Location(s): Nationwide

Period of Contract: January 1, 2017 through December 31, 2017 with four (4) one year optional renewal extensions

Contractor: Express Scripts, Inc.

This contract shall cover the procurement of Pharmacy Benefit Management Administrative Services for the Missouri Consolidated Health Care Plan (MCHCP) during the contract period referenced above.

**CONTRACT # 01-012017-PBM BETWEEN
MISSOURI CONSOLIDATED HEALTH CARE PLAN
AND EXPRESS SCRIPTS, INC**

This Contract is entered into by and between Missouri Consolidated Health Care Plan (“MCHCP”) and Express Scripts, Inc. (hereinafter “ESI” or “Contractor”) for the express purpose of providing pharmacy benefit management administrative services for a self-insured prescription drug program for all members enrolled in MCHCP pursuant to MCHCP’s Pharmacy Benefit Management Services Request for Proposal released February 11, 2016 (hereinafter “RFP”).

1. GENERAL TERMS AND CONDITIONS

1.1 Term of Contract and Costs of Services: The term of this Contract is for a period of one (1) year from January 1, 2017 through December 31, 2017. This Contract may be renewed for four (4) additional one-year periods at the sole option of the MCHCP Board of Trustees. The submitted pricing arrangement for the first year (January 1 - December 31, 2017) is a firm, fixed price. The submitted prices for the subsequent (2nd - 5th) years of the contract period (January 1 - December 31, 2018, January 1 - December 31, 2019, January 1 - December 31, 2020, and January 1 - December 31, 2021 respectively) are guaranteed not-to-exceed maximum prices and are subject to negotiation. Pricing for the one-year renewal periods are due to MCHCP by May 15 for the following year's renewal. All prices are subject to best and final offer which may result from subsequent negotiation.

1.1.1 On an annual basis, MCHCP may review the financial terms of this Contract against comparable financial offerings available in the marketplace. Such review may be conducted by MCHCP’s actuary and would consider the total value of the pricing terms (discounts, dispensing fees, administrative fees, rebates) to create an aggregate benchmark. ESI will have ten (10) business days to offer a comparable or better financial arrangement following such request from MCHCP or its actuary. Upon agreement of the market check pricing by the parties, within ten (10) business days, ESI will prepare and submit revised renewal pricing to be effective January 1 of the next succeeding contract year, beginning January 1, 2018, if applicable. ESI understands and agrees that MCHCP will not have access to the details of other ESI financial arrangement utilized by its actuary to conduct this market check and, therefore, will not be able or required to provide ESI such details at any time.

1.2 Contract Documents: This Contract and following documents, attached hereto and hereby incorporated herein by reference as if fully set forth herein, constitute the full and complete Contract and, in the event of conflict in terms of language among the documents, shall be given precedence in the following order:

- a. Any future written and duly executed renewal proposals or amendments to this Contract;
- b. This written Contract signed by the parties;

- c. The following Exhibits listed in this subsection below and attached hereto, the substance of which are based on final completed exhibits or attachments required and submitted by ESI in response to the RFP, finalist negotiations, and implementation meetings:
- i. Exhibit 1: Pricing Pages – Commercial, EGWP, Specialty List
 - ii. Exhibit 2: Business Associate Agreement
 - iii. Exhibit 3: Confirmation Document
 - iv. Exhibit 4: Performance Guarantees
 - v. Exhibit 5: Certification of Compliance with State and Federal Employment Laws
 - vi. Exhibit 6: EGWP Program Terms
 - vii. Exhibit 7: Audit Protocol
- d. The original RFP, including any amendments, the mandatory terms of which are deemed accepted and confirmed by ESI as evidenced by ESI affirmative confirmations and representations required by and in accordance with the bidder response requirements described throughout the RFP. Any requested modifications of the RFP which are not incorporated into this final contract are deemed to have been rejected by MCHCP.

Any exhibits or attachments voluntarily offered, proposed, or produced as evidence of ESI's ability and willingness to provide more or different services not required by the RFP that are not specifically described in this Section or otherwise not included elsewhere in the Contract documents are excluded from the terms of this Contract unless subsequently added by the parties in the form of a written and executed amendment to this Contract.

1.3 Integration: This Contract, in its final composite form, shall represent the entire agreement between the parties and shall supersede all prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject matter hereof. This Contract between the parties shall be independent of and have no effect on any other contracts of either party.

1.4 Amendments to this Contract: This Contract shall be modified only by the written agreement of the parties. No alteration or variation in terms and conditions of the Contract shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.

No agent, representative, employee or officer of either MCHCP or ESI has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with this Contract, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of this Contract.

1.5 Drafting Conventions and Definitions: Whenever the following words and expressions appear in this Contract, any amendment thereto, or the RFP document, the definition or meaning described below shall apply:

- **“Amendment”** means a written, official modification to the RFP or to this Contract.
- **“Brand Drug”** means a legend drug with a proprietary name assigned to it by the manufacturer and distributor. For purposes of this Agreement, the Brand Drug determination is made using indicators from First Databank (or other source nationally recognized in the prescription drug industry used by ESI for all clients) on the basis of a

standard brand/generic algorithm utilized by ESI for all of its clients, a copy of which may be made available for review by MCHCP upon request. For the purposes of guarantees herein: Single-Source Brand Drugs and Multi-Source Brand Drugs will be subject to brand guarantees.

- **“Generic Drug”** means a prescription drug, whether identified by its chemical, proprietary, or non-proprietary name, that is therapeutically equivalent and interchangeable with drugs having an identical amount of the same active ingredient(s) and approved by the FDA, and which is identified as such in Express Scripts' master drug file using indicators from First Databank (or other source nationally recognized in the prescription drug industry) on the basis of our standard Brand/Generic Algorithm, a copy of which may be made available for review by sponsor or its auditor upon request. For the purpose of guarantees generic drugs will include all products involved in patent litigation, Single-Source Generic Drugs, Multi-Source Generic Drugs, House Generics, Dispense as Written (DAW) 0 claims and Generic drugs that may only be available in a limited supply.
- **“May”** means permissible but not required.
- **“Must”** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply may result in a breach.
- **“Pass-Through”** means the actual ingredient cost and dispensing fee amount paid by ESI for the Prescription Drug Claim when the claim is adjudicated to the Participating Pharmacy, as set forth in the specific Participating Pharmacy remittances related to MCHCP's claims.
- **“Rebates”** mean retrospective amounts in any form that are paid to ESI pursuant to the terms of a rebate contract negotiated independently by ESI with a pharmaceutical manufacturer and directly attributable to the utilization of certain covered drugs by members. Rebates do not include Manufacturer Administrative Fees (but Manufacturer Administrative Fees will be passed through under a separate category); product discounts or fees related to the procurement of prescription drug inventories by or on behalf of ESI owned and operated specialty or mail order pharmacies; fees received by ESI from manufacturers for care management or other services provided in connection with the dispensing of Specialty Products; or other fee-for-service arrangements whereby pharmaceutical manufacturers generally report the fees paid to ESI or its affiliates for services rendered as “bona fide service fees” pursuant to federal laws and regulations, including, but not limited to the Medicaid “Best Price” rule (collectively, “Other Pharma Revenue”). Such laws and regulations, as well as ESI's contracts with pharmaceutical manufacturers, generally prohibit ESI from sharing any such “bona fide service fees” earned by ESI, whether wholly or in part, with any ESI client. ESI represents and warrants that it will not enter into any agreement with a pharmaceutical manufacturer for Other Pharma Revenue in exchange for a reduction of Rebates.
- **“Request for Proposal” or “RFP”** means the solicitation document issued by MCHCP to potential bidders for the purchase of services as described in the document. The definition includes Exhibits, Attachments, and Amendments thereto.
- **“Shall”** has the same meaning as the word must.

- **“Should”** means desirable but not mandatory.
- **“Specialty Drugs”** means drugs that meet a minimum of two or more of the following characteristics: (a) produced through DNA technology or biological processes; (b) target chronic or complex disease; (c) route of administration could be inhaled, infused or injected; (d) unique handling, distribution and/or administration requirements; (e) are only available via limited distribution model to Specialty Pharmacy provider(s), per manufacturer requirements; and (f) require a customized medication management program that includes medication use review, patient training, coordination of care and adherence management for successful use such that more frequent monitoring and training may be required.
- The terms **“include,” “includes,”** and **“including”** are terms of inclusion, and where used in this Contract, are deemed to be followed by the words “without limitation”.

1.6 Notices: Unless otherwise expressly provided otherwise, all notices, demands, requests, approvals, instructions, consents or other communications (collectively "notices") which may be required or desired to be given by either party to the other during the course of this contract shall be in writing and shall be made by personal delivery, by prepaid overnight delivery, by United States mail postage prepaid, or transmitted by email to an authorized employee of the other party or to any other persons as may be designated by written notice from one party to the other. Notices to MCHCP shall be addressed as follows: Missouri Consolidated Health Care Plan, ATTN: Executive Director, P.O. Box 104355, Jefferson City, MO 65110-4355. Notices to ESI shall be addressed as follows: Express Scripts ATTN: President, One Express Way, St. Louis, MO 63121.

1.7 Headings: The article, section, paragraph, or exhibit headings or captions in this Contract are for reference and convenience only and may not be considered in the interpretation of this Contract. Such headings or captions do not define, describe, extend, or limit the scope or intent of this Contract.

1.8 Severability: If any provision of this Contract is determined by a court of competent jurisdiction to be invalid, unenforceable, or contrary to law, such determination shall not affect the legality or validity of any other provisions unless such interpretation would frustrate the purpose of the Contract. The illegal or invalid provision will be deemed stricken and deleted to the same extent and effect as if it were never incorporated into this Contract, but all other provisions will remain in full force and effect.

1.9 Inducements: In making the award of this Contract, MCHCP relies on ESI’s assurances of the following:

- ESI, including its subcontractors, has the skills, qualifications, expertise, financial resources and experience necessary to perform the services described in the RFP, ESI’s proposal, and this Contract, in an efficient, cost-effective manner, with a high degree of quality and responsiveness, and has performed similar services for other public or private entities.
- ESI has thoroughly reviewed, analyzed, and understood the RFP, has timely raised all questions or objections to the RFP, and has had the opportunity to review and fully understand MCHCP’s current offerings and operating environment for the activities that

are the subject of this Contract and the needs and requirements of MCHCP during the contract term.

- ESI has had the opportunity to review and fully understand MCHCP's stated objectives in entering into this Contract and, based upon such review and understanding, ESI currently has the capability to perform in accordance with the terms and conditions of this Contract.
- ESI has also reviewed and understands the risks associated with administering services as described in the RFP.

Accordingly, on the basis of the terms and conditions of this Contract, MCHCP desires to engage ESI to perform the services described in this Contract under the terms and conditions set forth in this Contract.

1.10 Industry Standards: If not otherwise provided, materials or work called for in this Contract shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations which shall apply.

1.11 Force Majeure: Neither party will incur any liability to the other if its performance of any obligation under this Contract is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but aren't limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, and strikes other than by ESI's or its subcontractors' employees.

1.12 Breach and Waiver: Waiver or any breach of any Contract term or condition shall not be deemed a waiver of any prior or subsequent breach. No Contract term or condition shall be held to be waived, modified, or deleted except by a written instrument signed by the parties. If any Contract term or condition or application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, condition or application unless such invalidity would frustrate the purpose of the Contract. To this end, the Contract terms and conditions are severable.

1.13 Independent Contractor: ESI represents itself to be an independent contractor offering such services to the general public and shall not represent itself or its employees to be an employee of MCHCP. Therefore, ESI hereby assumes all legal and financial responsibility for taxes, FICA, employee fringe benefits, worker's compensation, employee insurance, minimum wage requirements, overtime, etc. and agrees to indemnify, save, and hold MCHCP, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters. ESI assumes sole and full responsibility for its acts and the acts of its personnel.

1.14 Relationship of the Parties: This Contract does not create a partnership, franchise, joint venture, agency, or employment relationship between the parties.

1.15 No Implied Authority: The authority delegated to ESI by MCHCP is limited to the terms of this Contract. MCHCP is a statutorily created body corporate multi-employer group health plan and trust fund designated by the Missouri Legislature to administer health care services to eligible State of Missouri and public entity employees, and no other agency or entity may grant ESI any authority related to this Contract except as authorized in writing by MCHCP. ESI

may not rely upon implied authority, and specifically is not delegated authority under this Contract to:

- Make public policy;
- Promulgate, amend, or disregard administrative regulations or program policy decisions made by MCHCP; and/or
- Unilaterally communicate or negotiate with any federal or state agency, the Missouri Legislature, or any MCHCP vendor on behalf of MCHCP regarding the services included within this Contract.

1.16 Third Party Beneficiaries: This Contract shall not be construed as providing an enforceable right to any third party.

1.17 Injunction: Should MCHCP be prevented or enjoined from proceeding with this Contract before or after contract execution by reason of any litigation or other reason beyond the control of MCHCP, ESI shall not be entitled to make or assess claim for damage against MCHCP by reason of said delay.

1.18 Statutes: Each and every provision of law and clause required by law to be inserted or applicable to the services provided in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then on the application of either party the Contract shall be amended to make such insertion or correction.

1.19 Governing Law: This Contract shall be governed by the laws of the State of Missouri and shall be deemed executed at Jefferson City, Cole County, Missouri. All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri.

1.20 Jurisdiction: All legal proceedings arising hereunder shall be brought in the Circuit Court of Cole County in the State of Missouri.

1.21 Acceptance: No contract provision or use of items by MCHCP shall constitute acceptance or relieve ESI of liability in respect to any expressed or implied warranties.

1.22 Survival of Terms: Termination or expiration of this Contract for any reason will not release either party from any liabilities or obligations set forth in this Contract that: (i) the parties expressly agree will survive any such termination or expiration; or (ii) remain to be performed or by their nature would be intended to apply following any such termination or expiration.

2 ESI's Obligations

2.1 Security Deposit: ESI must furnish an original performance security deposit in the form of check, cash, bank draft, or irrevocable letter of credit, issued by a bank or financial institution authorized to do business in Missouri, to MCHCP within ten (10) days after award of the contract and prior to performance of service under the contract. The performance security deposit must be made payable to MCHCP in the amount of \$1,250,000. The contract number and contract period must be specified on the performance security deposit. In the event MCHCP exercises an option to renew the contract for an additional period, ESI shall maintain the validity and enforcement of the security deposit for the renewal period, pursuant to the

provisions of this paragraph, in an amount stipulated at the time of contract renewal, not to exceed \$1,250,000.

2.2 Eligible Members: ESI shall agree that eligible members are those employees, retirees and their dependents who are eligible as defined by applicable state and federal laws, rules and regulations, including revision(s) to such. MCHCP is the sole source in determining eligibility. ESI shall not regard a member as terminated until ESI receives an official termination notice from MCHCP.

2.3 Confidentiality: ESI will have access to private and/or confidential data maintained by MCHCP to the extent necessary to carry out its responsibilities under this Contract. No private or confidential data received, collected, maintained, transmitted, or used in the course of performance of this Contract shall be disseminated by ESI except as authorized by MCHCP, either during the period of this Contract or thereafter. ESI must agree to return any or all data furnished by MCHCP promptly at the request of MCHCP in whatever form it is maintained by ESI. On the termination or expiration of this Contract, ESI will not use any of such data or any material derived from the data for any purpose and, where so instructed by MCHCP, will destroy or render it unreadable except in accordance with the ESI's legal retention requirements.

2.4 Subcontracting: Subject to the terms and conditions of this section, this Contract shall be binding upon the parties and their respective successors and assigns. ESI shall not subcontract with any person or entity to perform all or any part of the work to be performed under this Contract without the prior written notification to MCHCP. ESI may not assign, in whole or in part, this Contract or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of MCHCP. ESI agrees that any and all subcontracts entered into by ESI for the purpose of meeting the requirements of this Contract are the responsibility of ESI. MCHCP will hold ESI responsible for assuring that subcontractors meet all the requirements of this Contract and all amendments thereto. ESI must provide notice regarding each subcontractor used by ESI and sufficient information to allow MCHCP to determine whether subcontractor meets the requirements of this Contract regarding use of subcontractors including location of services.

2.5 Disclosure of Material Events: ESI agrees to immediately disclose any of the following to MCHCP to the extent allowed by law for publicly traded companies:

- Any material adverse change to the financial status or condition of ESI;
- Any merger, sale or other material change of ownership of ESI;
- Any conflict of interest or potential conflict of interest between ESI's engagement with MCHCP and the work, services or products that ESI is providing or proposes to provide to any current or prospective customer; and
- (1) Any material investigation of ESI by a federal or state agency or self-regulatory organization; (2) Any material complaint against ESI filed with a federal or state agency or self-regulatory organization; (3) Any material proceeding naming ESI before any federal or state agency or self-regulatory organization; (4) Any material criminal or civil action in state or federal court naming ESI as a defendant; (5) Any material fine, penalty, censure or other disciplinary action taken against ESI by any federal or state agency or self-regulatory organization; (6) Any material judgment or award of damages imposed on or against ESI as a result of any material criminal or civil action in which

ESI was a party; or (7) Any other matter material to the services rendered by ESI pursuant to this Contract.

For the purposes of this paragraph, “material” means of a nature or of sufficient monetary value, or concerning a subject which a reasonable party in the position of and comparable to MCHCP would consider relevant and important in assessing the relationship and services contemplated by this Contract. It is further understood in that in fulfilling its ongoing responsibilities under this paragraph, ESI is obligated to make its best faith efforts to disclose only those relevant matters which to the attention of or should have been known by ESI’s personnel involved in the engagement covered by this Contract and/or which come to the attention of or should have been known by any individual or office of ESI designated by ESI to monitor and report such matters.

Upon learning of any such actions, MCHCP reserves the right, at its sole discretion, to terminate this Contract.

2.6 Off-shore Services: All services under this Contract shall be performed within the United States. ESI shall not perform, or permit subcontracting of services under this Contract, to any off-shore companies or locations outside of the United States without MCHCP’s prior consent. Any such actions shall result in ESI being in breach of this Contract.

2.7 Change in Laws: Any state and/or federal laws and applicable rules and regulations enacted, modified, or repealed during the term of the contract which materially burden ESI shall result in an appropriate modification of the services or fees hereunder. MCHCP will review any change in fees resulting from such changes and retains final authority to agree to such changes. If the Parties cannot agree to changes in fees, either party may terminate the Contract pursuant to Section 7.3. A consultant may be utilized to determine the cost impact.

2.8 Compliance with Laws: ESI shall comply with all applicable federal and state laws and regulations and local ordinances in the performance of this Contract, including but not limited to the provisions listed below.

2.8.1 Non-discrimination, Sexual Harassment and Workplace Safety: ESI agrees to abide by all applicable federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. ESI shall establish and maintain a written sexual harassment policy and shall inform its employees of the policy. ESI shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each subcontractor. Any violations of applicable laws, rules and regulations may result in termination of the Contract.

2.8.2 Americans with Disabilities Act (ADA) and Americans with Disabilities Act Amendments Act of 2008 (ADAAA): Pursuant to federal regulations promulgated under the authority of The Americans with Disabilities Act (ADA) and **Americans with Disabilities Act Amendments Act of 2008 (ADAAA)**, ESI understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Contract or from activities provided for under this Contract on the basis of such disability. As a condition of accepting this Contract, ESI agrees to comply with all regulations promulgated under ADA or ADAAA which are

applicable to all benefits, services, programs, and activities provided by MCHCP through contracts with outside contractors.

2.8.3 Patient Protection and Affordable Care Act (PPACA): If applicable, ESI shall comply with the Patient Protection and Affordable Care Act (PPACA) and all regulations promulgated under the authority of PPACA, including any future regulations promulgated under PPACA, which are applicable to all benefits, services, programs, and activities provided by MCHCP through contracts with outside contractors.

2.8.4 Health Insurance Portability and Accountability Act of 1996 (HIPAA): ESI shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and implementing regulations, as amended, including compliance with the Privacy, Security and Breach Notification regulations and the execution of a Business Associate Agreement with MCHCP.

2.8.5 Genetic Information Nondiscrimination Act of 2008: ESI shall comply with the Genetic Information Nondiscrimination Act of 2008 (GINA) and implementing regulations, as amended.

2.9 Indemnification: ESI shall be responsible for and agrees to indemnify and hold harmless MCHCP from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against MCHCP as a result of ESI's, ESI's employees, or ESI's associate or any associate's or subcontractor's failure to comply with section 2.8 of this contract.

2.10 Prohibition of Gratuities: Neither ESI nor any person, firm or corporation employed by ESI in the performance of this Contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any employee of MCHCP at any time.

2.11 Solicitation of Members: ESI shall not use the names, home addresses or any other information contained about members of MCHCP for the purpose of offering for sale any property or services which are not directly related to services negotiated in this RFP without the express written consent of MCHCP's Executive Director.

2.12 Insurance and Liability: ESI must maintain sufficient liability insurance, including but not limited to general liability, professional liability, and errors and omissions coverage, to protect MCHCP against any reasonably foreseeable recoverable loss, damage or expense under this engagement. ESI shall provide proof of such insurance coverage upon request from MCHCP. MCHCP shall not be required to purchase any insurance against loss or damage to any personal property to which this Contract relates. ESI shall bear the risk of any loss or damage to any personal property in which ESI holds title.

2.13 Hold Harmless: ESI shall hold MCHCP harmless from an indemnify against any and all claims for injury to or death of any persons; for loss or damage to any property to the extent caused by ESI or ESI's employees or its subcontractors. MCHCP shall not be precluded from receiving the benefits of any insurance ESI may carry which provides for indemnification for any loss or damage of property in ESI's custody and control, where such loss or destruction is to MCHCP's property. ESI shall do nothing to prejudice MCHCP's right to recover against third parties for any loss, destruction, or damage to MCHCP's property.

2.14 Assignment: ESI shall not assign, convey, encumber, or otherwise transfer its rights or duties under this Contract without prior written consent of MCHCP. This Contract may terminate in

the event of any assignment, conveyance, encumbrance or other transfer by ESI made without prior written consent of MCHCP. Notwithstanding the foregoing, ESI may, without the consent of MCHCP, assign its rights to payment to be received under this Contract, provided that ESI provides written notice of such assignment to MCHCP together with a written acknowledgment from the assignee that any such payments are subject to all of the terms and conditions of this Contract. For the purposes of this Contract, the term "assign" shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of any ownership interest in ESI provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company. Any assignment consented to by MCHCP shall be evidenced by a written assignment agreement executed by ESI and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of this Contract and to assume the duties, obligations, and responsibilities being assigned. A change of name by ESI, following which ESI's federal identification number remains unchanged, shall not be considered to be an assignment hereunder. ESI shall give MCHCP written notice of any such change of name.

2.15 Patent, Copyright, and Trademark Indemnity: ESI warrants that it is the sole owner or author of, or has entered into a suitable legal agreement concerning either: a) the design of any product or process provided or used in the performance of this Contract which is covered by a patent, copyright, or trademark registration or other right duly authorized by state or federal law or b) any copyrighted matter in any report document or other material provided to MCHCP under this Contract. ESI shall defend any suit or proceeding brought against MCHCP on account of any alleged patent, copyright or trademark infringement in the United States of any of the products provided or used in the performance of this Contract. This is upon condition that MCHCP shall provide prompt notification in writing of such suit or proceeding; full right, authorization and opportunity to conduct the defense thereof; and full information and all reasonable cooperation for the defense of same. As principles of governmental or public law are involved, MCHCP may participate in or choose to conduct, in its sole discretion, the defense of any such action. If information and assistance are furnished by MCHCP at ESI's written request, it shall be at ESI's expense, but the responsibility for such expense shall be only that within ESI's written authorization. ESI shall indemnify and hold MCHCP harmless from all damages, costs, and expenses, including attorney's fees that ESI or MCHCP may pay or incur by reason of any infringement or violation of the rights occurring to any holder of copyright, trademark, or patent interests and rights in any products provided or used in the performance of this Contract. If any of the products provided by ESI in such suit or proceeding are held to constitute infringement and the use is enjoined, ESI shall, at its own expense and at its option, either procure the right to continue use of such infringement products, replace them with non-infringement equal performance products or modify them so that they are no longer infringing. If ESI is unable to do any of the preceding, ESI agrees to remove all the equipment or software which are obtained contemporaneously with the infringing product, or, at the option of MCHCP, only those items of equipment or software which are held to be infringing, and to pay MCHCP: 1) any amounts paid by MCHCP towards the purchase of the product, less straight line depreciation; 2) any license fee paid by MCHCP for the use of any software, less an amount for the period of usage; and 3) the pro rata portion of any maintenance fee presenting the time remaining in any period of maintenance paid for. The obligations of ESI under this paragraph continue without time limit. No costs or expenses shall be incurred for the account of ESI without its written consent.

2.16 Compensation/Expenses: ESI shall be required to perform the specified services at the price(s) quoted in this Contract. All services shall be performed within the time period(s) specified in this Contract. ESI shall be compensated only for work performed in accordance with this Contract. ESI shall not be allowed or paid travel or per diem expenses except as specifically set forth in this Contract.

2.17 Contractor Expenses: ESI will pay and will be solely responsible for ESI's travel expenses and out-of-pocket expenses incurred in connection with providing the services. ESI will be responsible for payment of all expenses related to salaries, benefits, employment taxes, and insurance for its staff.

2.18 Tax Payments: ESI shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Contract. MCHCP is exempt from Missouri state sales or use taxes and federal excise taxes for direct purchases. MCHCP makes no representation as to the exemption from liability of any tax imposed by any governmental entity on ESI.

2.19 Conflicts of Interest: ESI shall not knowingly employ, during the period of this Contract or any extensions to it, any professional personnel who are also in the employ of the State of Missouri or MCHCP and who are providing services involving this Contract or services similar in nature to the scope of this Contract to the State of Missouri. Furthermore, ESI shall not knowingly employ, during the period of this Contract or any extensions to it, any employee of MCHCP who has participated in the making of this Contract until at least two years after his/her termination of employment with MCHCP.

3 MCHCP'S OBLIGATIONS

3.1 Administrative Services: MCHCP shall provide the following administrative services to assist ESI

- Certification of eligibility;
- Enrollments (new, change and terminations) in an electronic format;
- Maintenance of individual eligibility and membership data;
- Payment of monies due ESI;

3.2 Eligibility: All determinations for coverage eligibility will be made by MCHCP. Effective and termination dates of plan participants will be determined by MCHCP. ESI will be notified of enrollment changes through the carrier enrollment eligibility file, by telephone or by written notification from MCHCP. ESI shall refer any and all questions received from members regarding eligibility or premiums to MCHCP.

3.3 Payment: ESI shall not bill more frequently than once every two weeks from a centralized billing system for all network pharmacies and mail order pharmacies. The invoice shall be submitted electronically in an Excel-compatible format. The invoice shall clearly designate and describe all components of the billing and shall separate the billed activity between claims and administration. Furthermore, the invoice should clearly delineate the activity between MCHCP's non-Medicare and EGWP pharmacy claims and the administration fees associated with each program separately and individually. MCHCP will initiate payment to ESI within two business days of receipt of the invoice. Payment will be made via Automated Clearing House (ACH) to the financial institution designated by ESI. ESI agrees that MCHCP is not be

responsible for any member contributions owed to ESI. Collecting such fees must be the sole responsibility of ESI.

4 RECORDS RETENTION, ACCESS, AUDIT, AND FINANCIAL COMPLIANCE

4.1 Retention of Records: Subject to the Audit Protocol, unless MCHCP specifies in writing a shorter period of time, ESI agrees to preserve and make available all of its books, documents, papers, records and other evidence involving transactions related to this contract for a period of ten (10) years from the date of the expiration or termination of this contract. Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds ten (10) years. ESI agrees that authorized federal representatives, MCHCP personnel, and independent auditors acting on behalf of MCHCP and/or federal agencies shall have access to and the right to examine records during the contract period and during the ten (10) year post contract period. Delivery of and access to the records shall be at no cost to MCHCP.

4.2 Audit Rights: Subject to the Audit Protocol, ESI must allow MCHCP the right to audit all aspects of the pharmacy program managed by ESI including financial terms, the specialty program, service agreements, administration, guarantees and all transparent and pass through components at no cost to MCHCP. The review of all aspects of the pharmacy program will be consistent with ESI's audit protocol and may include but must not be limited to: paid claims, the claim processing system, Rebate agreements, rebate aggregators, performance guarantees, pricing guarantees, retail network, Medicare Part D reconciliations, transparency, pricing benchmarks (e.g., AWP source), onsite assessments, operational assessments, clinical assessments and customer service call monitoring for both the commercial plan and EGWP plan, if applicable. Audits must be conducted by MCHCP or firm selected by MCHCP so long as such firm does not have a conflict of interest. All auditors must sign a mutually agreed upon confidentiality agreement.

4.3 Ownership: All data developed or accumulated by ESI under this Contract shall be owned by MCHCP. ESI may not release any data without the written approval of MCHCP. MCHCP shall be entitled at no cost and in a timely manner to all data and written or recorded material pertaining to this Contract in a format acceptable to MCHCP. MCHCP shall have unrestricted authority to reproduce, distribute, and use any submitted report or data and any associated documentation that is designed or developed and delivered to MCHCP as part of the performance of this Contract.

4.4 Access to Records: Subject to the Audit Protocol, upon reasonable notice and consistent with ESI's audit protocol, ESI must provide, the officials and entities identified in this Section with prompt, reasonable, and adequate access to any records, books, documents, and papers that are directly pertinent to the performance of the services. Such access must be provided to MCHCP and, upon execution of a confidentiality agreement, to any independent auditor or consultant acting on behalf of MCHCP and approved by ESI; and any other entity designated by MCHCP and approved by ESI. ESI agrees to provide the access described wherever ESI maintains such books, records, and supporting documentation. Further, ESI agrees to provide such access in reasonable comfort and to provide any furnishings, equipment, or other conveniences deemed reasonably necessary to fulfill the purposes described in this section. MCHCP shall have the right, at reasonable times and at a site designated by MCHCP, to audit the books, documents and records of ESI to the extent that the books, documents and records relate to costs or pricing data for this Contract. ESI agrees to maintain records which will support the prices charged and

costs incurred for performance of services performed under this Contract. Also, ESI must furnish all information necessary for MCHCP to comply with all state and/or federal regulations. To the extent described herein, ESI shall give full and free access to all records to MCHCP and/or their authorized representatives.

4.5 Financial Record Audit and Retention: ESI agrees to maintain supporting financial information and documents that are adequate to ensure the accuracy and validity of ESI's invoices. Such documents will be maintained and retained by ESI for a period of ten (10) years after the date of submission of the final billing or until the resolution of all audit questions, whichever is longer. ESI agrees to timely repay any undisputed audit exceptions taken by MCHCP in any audit of this Contract.

4.6 Response/Compliance with Audit or Inspection Findings: ESI must take action to ensure its compliance with or correction of any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle relating to the services or any other deficiency contained in any audit, review, or inspection. This action will include ESI's delivery to MCHCP, for MCHCP's approval, a corrective action plan that addresses deficiencies identified in any audit(s), review(s), or inspection(s) within sixty (60) calendar days of the close of the audit(s), review(s), or inspection(s).

4.7 Inspections: Subject to the Audit Protocol, upon notice from MCHCP, ESI will provide, such auditors and/or inspectors as MCHCP may from time to time designate, with access to ESI service locations, facilities, or installations. The access described in this section shall be for the purpose of performing audits or inspections of the Services and the business of MCHCP. ESI must provide as part of the services any assistance that such auditors and inspectors reasonably may require to complete such audits or inspections.

5 Scope of Work

5.1 Administrative Services: ESI shall provide pharmacy benefit manager services for a self-insured prescription health plan for the members of MCHCP in accordance with the provisions and requirements of this Contract on behalf of MCHCP. ESI must administer benefits as determined by MCHCP. MCHCP benefits and services are promulgated by rule in Title 22 of the Missouri Code of State Regulations. ESI is obligated to follow the performance standards as outlined in Exhibit 4.

5.2 Coordination with Business Associates: ESI shall coordinate, cooperate, and electronically exchange information with MCHCP's business associates as identified by MCHCP necessary to implement benefit design. Necessary information can include, but is not limited to, the deductible and out-of-pocket accumulators, participation in care management, or referral for disease management. Frequency of electronically exchanged information can be daily.

5.2.1 ESI shall work with MCHCP's contracted high deductible health plan (HDHP) administrators (currently UMR and Aetna) to coordinate deductible and out-of-pocket accumulations. This requires ESI to send a daily file to MCHCP's contracted HDHP administrators, and to accept a daily file from the contracted HDHP administrators, for the purpose of adjudicating and applying claims to a member's deductible and out-of-pocket maximum in real time.

5.3 Account Management: ESI shall establish and maintain throughout the term of the contract an account management team that will work directly with MCHCP staff. This team must include but is not limited to a dedicated account executive, a customer service manager, a registered pharmacist, and a management information system representative. MCHCP prefers that the account team be officed within the State of Missouri. Approval of the account management team rests with MCHCP. The account executive and service representative(s) will deal directly with MCHCP's benefit administration staff. The account management team must:

- 5.3.1** Be able to devote the time needed to the account, including being available for frequent telephone and semi-annual on-site consultation with MCHCP. Dedicated account team members may service other accounts but must consistently be available to MCHCP.
- 5.3.2** Be extremely responsive.
- 5.3.3** Be comprised of individuals with specialized knowledge of ESI's networks, claims and eligibility systems, system reporting capabilities, claims adjudication policies and procedures, administrative services, and relations with third parties.
- 5.3.4** Be thoroughly familiar with virtually all of ESI's functions that relate directly or indirectly to the MCHCP account.
- 5.3.5** Be able to effectively advance the interest of MCHCP through ESI's corporate structure.

5.4 Meetings: MCHCP requires ESI to meet in person with MCHCP staff and/or Board of Trustees at least quarterly to discuss the status of the MCHCP account in terms of utilization patterns and costs, as well as to propose new ideas that may benefit MCHCP and its members. These meetings will take place at the MCHCP office.

- 5.4.1** ESI is expected to present actual MCHCP claims experience and offer suggestions as to ways the benefit could be modified in order to reduce costs and/or improve the health of MCHCP members. Suggestions must be modeled against actual MCHCP membership and claims experience to determine the financial impact as well as the number of members affected.
- 5.4.2** ESI must also present benchmark data by using the ESI's entire book of business, a large subset of comparable clients to MCHCP, or some other industry norm.
- 5.4.3** The data must be separated between non-Medicare and EGWP populations.

5.5 Customer Service: ESI must provide a high quality customer service unit. ESI staff members must be fully trained in the MCHCP benefit design, and ESI must have the ability to track and report performance in terms of telephone response time, call abandonment rate, and the number of inquiries made by type. MCHCP may request copies of this performance report.

5.6 Customer Satisfaction: ESI must conduct a member satisfaction survey annually using a statistical random sample of MCHCP members representative of the population. The timeframe for conducting and reporting the survey shall be mutually agreed upon by ESI and MCHCP. A separate survey must be conducted for the Commercial and EGWP populations.

5.7 Implementation: A final implementation schedule must be agreed to by MCHCP and ESI within 30 days of the contract award.

- 5.7.1** At a minimum, the timeline must include the required dates for the following activities:
 - 5.7.1.1** Training key staff;
 - 5.7.1.2** Detailed benefit setup;
 - 5.7.1.3** Testing of eligibility file transfer;
 - 5.7.1.4** Acceptable date for final eligibility file;
 - 5.7.1.5** ID card production and distribution;
 - 5.7.1.6** Testing file transmission to MCHCP's data warehouse vendor;
 - 5.7.1.7** Enrollment kit printing;
 - 5.7.1.8** Finalization of formulary, prior authorization list, step therapy, quantity level limits, and other clinical programs; and
 - 5.7.1.9** Plan for transitioning mail order and specialty refills from incumbent.
- 5.7.2** ESI must have a customer service unit in place to answer member inquiries during open enrollment. Note: Open enrollment is anticipated to be October 1-31, with coverage effective January 1, the following calendar year. At a minimum, the customer service unit must timely and accurately address network and benefit issues, including formulary content.
- 5.7.3** ESI must accept and load all open mail order and specialty pharmacy refills, prior authorization histories and up to twelve months of historical claims data at no additional cost to MCHCP.
- 5.7.4** ESI must work with MCHCP to develop a schedule for testing of the electronic eligibility file. The expectation is that testing is completed 60 days prior to the effective date of the contract. ESI must accept a final eligibility file no later than 30 days prior to the contract effective date.

5.8 Toll-Free Telephone Line: ESI shall maintain a toll-free telephone line to provide prompt access for members and providers to qualified customer service personnel, including at least one registered pharmacist. Live customer service personnel must be available 24 hours a day, seven days a week.

5.9 ID Cards: By December 20, 2016, ESI must provide identification cards to all members that will be effective on January 1, 2017 unless the member already has been issued a valid identification card. For members effective after January 1, 2017, ESI must provide membership identification cards prior to the effective date of coverage, or within 15 working days of receipt by ESI of the enrollment or status change notice from MCHCP, whichever date is latest. Upon a member's request, ESI shall issue and mail a membership identification card within two business days of the request. ESI shall re-card the entire population should a benefit change or other change in operation result in the identification card in the member's possession becoming obsolete.

5.10 Communications: MCHCP reserves the right to review and approve all written communications and marketing materials developed and used by ESI to communicate specifically with MCHCP members at any time during the contract period. This does not refer to items such as provider directories and plan-wide newsletters as long as they do not contain information on eligibility, enrollment, benefits, rates, etc., which MCHCP must review. Notwithstanding the foregoing, nothing herein prohibits ESI from communicating directly with members in the regular course of providing services under the Contract (e.g., responding to member inquiries, etc.).

5.10.1 ESI must provide an EGWP communication timeline that aligns with CMS requirements. Member communications must be customized and that customization must meet CMS requirements for EGWP.

5.11 Quality Assurance Program: ESI must provide a quality assurance program. The program must contain, at a minimum, the following attributes:

5.11.1 Each prescription reviewed by a pharmacy technician with oversight by a licensed pharmacist;

5.11.2 Tracking abusive providers and members;

5.11.3 Using methods that meet or exceed industry standards, auditing the internal dispensing and utilization procedures of participating pharmacies; and

5.11.4 Employ a system that meets or exceeds industry standards (for a large governmental sector) for preventing, detecting, and reporting both actual and patterns of fraud and abuse. In addition, ESI must report its results to MCHCP at least quarterly.

5.12 Pharmacy Network: ESI must provide and maintain a broad Missouri and national retail pharmacy network for MCHCP members. The network must be available to members throughout the United States. ESI shall notify MCHCP within five business days if the network geographic access changes from what was proposed by ESI during the RFP process. ESI shall maintain a network that is sufficient in number and types of providers to assure that all services will be accessible without unreasonable delay.

5.12.1 ESI shall have a process for monitoring and ensuring on an ongoing basis the sufficiency of the network to meet the needs of the enrolled members. In addition to looking at the needs from an overall member population standpoint, ESI shall ensure the network is able to address the needs of those with special needs including but not limited to, visually or hearing impaired, limited English proficiency and low health literacy.

5.12.2 ESI must credential participating pharmacies to ensure the quality of the network.

5.12.3 ESI must contract with participating pharmacies, including negotiating pricing arrangements to optimize ingredient cost discounts while at the same time assuring adequate access to participating pharmacies.

5.12.4 ESI shall agree to provide written notice to MCHCP and then to affected members when a provider who fills a substantial number of scripts in ESI's book of business within the previous 180 days leaves the network. The

notice must be sent at least 31 days prior to the termination or non-renewal or as soon as possible after non-renewal or termination.

5.12.5 ESI must offer retail pharmacies an opportunity to provide mail order benefits at retail provided the pharmacy agrees to accept pricing equivalent to mail order rates.

5.12.6 ESI must provide, or contract with, Centers of Excellence for the management of patients with targeted specialty disease states (e.g. Hemophilia, Rheumatoid Arthritis).

5.13 Mail Order Pharmacy: ESI must provide a mail order pharmacy program that is fully integrated with the retail network in terms of on-line real-time adjudication and Drug Utilization Review (DUR).

5.13.1 For mail order service, ESI shall at a minimum track the dates the prescription or refill request was received, filled, and mailed. MCHCP requires that prescriptions requiring no intervention be shipped within an average of two (2) business days of receipt. Prescriptions requiring intervention must be shipped within an average of five (5) business days of receipt. For purposes of this provision, the mail service will be assumed to have a five day work week, excluding legal holidays.

5.13.2 All mail order claims will be priced based on the original package size, defined as the quantity as originally purchased for the mail order facility before re-packaging in smaller quantities.

5.13.3 ESI 's mail order pharmacies shall not accept manufacturer-sponsored coupons.

5.14 Specialty Pharmacy: ESI must provide a specialty pharmacy program.

5.15 Benefit Administration: ESI must administer benefits as determined by MCHCP, in terms of covered drugs and member responsibility, in accordance with all applicable federal and state laws and regulations. MCHCP benefits and services are promulgated by rule in Title 22 of the Missouri Code of State Regulations. ESI must administer a plan to non-Medicare members and a separate CMS Part D Medicare Prescription Drug plan as an employer group waiver plan (EGWP) with wrap-around coverage to Medicare members.

5.15.1 ESI must be able to administer a multi-tiered co-payment structure or deductible/coinsurance structure. MCHCP will consult with ESI regarding the final benefit structure, but maintains authority on the final design. If MCHCP chooses a closed formulary approach, ESI must develop and implement a clinical review exception process that provides coverage of non-formulary drugs in limited circumstances using evidence-based guidelines.

5.15.2 ESI must provide a formulary consisting of the most cost effective drugs within various therapeutic or pharmacological classes of drugs. MCHCP reserves the right to approve the final list of drugs included on the formulary and any changes throughout the contract period. Any MCHCP

initiated changes to the ESI's formulary may result in an equitable adjustment to pricing under the Contract.

- 5.15.3** ESI must be able to implement changes to the program within 60 days of notification except that complex changes will be completed in a mutually agreeable timeframe. This may include, but is not limited to, copayment changes, formulary changes, and/or changes in the prior authorization list. These changes are expected to be infrequent and many would likely be implemented at the beginning of a new plan year.
- 5.15.4** ESI must conduct internal appeals in accordance with requirements provided in the Patient Protection and Affordability Care Act to the extent applicable and implementing regulations as well as requirements provided in State law and regulations.
- 5.15.5** ESI must administer coordination of benefits as a wrap-around with Medicare for Part B pharmacy benefits as specified by MCHCP. ESI must ensure its Part B solution must maximize Part B reimbursement prior to coordinating benefits with MCHCP's EGWP and Wrap plans pursuant to CMS guidelines.
- 5.15.6** ESI may notify MCHCP twice annually of any anticipated drug exclusions to be effective July 1st and January 1st. MCHCP may reject any such exclusions which may result in an equitable adjustment of pricing under the Contract.
- 5.15.7** ESI must agree that ESI's organization must never switch for a medication with a lower ingredient cost to a higher ingredient cost regardless of rebate impact without MCHCP's approval.
- 5.15.8** ESI must administer the EGWP on a self-insured basis, with pass-back to MCHCP of all third party funding sources including CMS direct subsidies, pharmaceutical coverage gap discounts, CMS catastrophic reinsurance, and CMS low income subsidies.
- 5.15.9** There must be no limitations on data that is required by MCHCP for the purposes of analyzing pharmacy costs and utilization (retail, mail or specialty).
- 5.15.10** Prior to January 1 of each Plan year, ESI shall implement any eligibility, plan design and benefit changes as directed by MCHCP.

5.16 Appeals: ESI shall conduct all grievances and internal appeals filed by MCHCP members in accordance with applicable state and federal laws and regulations, including but not limited to rules promulgated by MCHCP. Contractor agrees to participate in any review, appeal, fair hearing or litigation involving issues related to services provided under this Contract if, and to the extent, MCHCP deems necessary.

5.17 Electronic Transmission Protocols: ESI and all subcontractors will maintain encryption standards of 1024 bit encryption or higher for the encryption of confidential information for transmission via non secure methods including File Transfer Protocol or other use of the Internet.

5.18 Information Technology and Eligibility File: ESI shall be able to accept all MCHCP eligibility information on a weekly basis utilizing the ASC X12N 834 (005010X095A1) transaction set. MCHCP will supply this information in an electronic format and ESI must process such information within 24 hours of receipt or approval by CMS. ESI must provide a technical contact that will provide support to MCHCP Information Technology Department for EDI issues.

5.18.1 It is MCHCP's intent to send a transactional based eligibility file weekly and a periodic full eligibility reconciliation file.

5.18.2 MCHCP will provide a recommended data mapping for the 834 transaction set to PBM.

5.18.3 After processing each file, ESI will provide a report that lists any errors and exceptions that occurred during processing. The report will also provide record counts, error counts and list the records that had an error, along with an error message to indicate why it failed. A list of the conditions ESI audits will be provided to ensure the data MCHCP is sending will pass ESI's audit tests.

5.18.4 ESI shall provide access to view data on their system to ensure the file MCHCP sends is correctly updating ESI's system.

5.18.5 ESI will supply a data dictionary of the fields MCHCP is updating on their system and the allowed values for each field.

5.18.6 ESI shall provide MCHCP with a monthly file ("eligibility audit file") in a mutually agreed upon format of contractor's eligibility records for all MCHCP members. Such file shall be utilized by MCHCP to audit contractor's records. Such eligibility audit file shall be provided to MCHCP no later than the second Thursday of each month.

5.19 Website: ESI must have an active, current website that is updated regularly. MCHCP members must be able to access this site to obtain current listings of network providers, print ID card, review benefits and plan design, review explanation of benefits, check status of deductibles, maximums or limits, obtain a history of pharmacy claims, perform price comparison of drugs between pharmacies, map provider locations, complete satisfaction surveys and other information. If MCHCP discovers that provider information contained at ESI's website is inaccurate, MCHCP will contact ESI immediately. ESI must correct inaccuracies within 10 days of being notified by MCHCP or when ESI discovers the inaccuracy.

5.19.1 ESI must be able to support single sign-on from MCHCP's Member Portal to ESI's Member Portal utilizing Security Assertion Markup Language (SAML).

5.20 Access to ESI System: ESI shall provide at no cost to MCHCP direct on-line, real time access to ESI's system for the purpose of updating eligibility and member enrollment verification on an as-needed basis. ESI must provide training on the system at MCHCP's office no later than December 1, 2016.

5.21 Clinical Management: ESI shall integrate and coordinate the following types of services in order to utilize health care resources and achieve optimum patient outcome in the most cost effective manner: utilization management including prior authorization and concurrent,

retrospective, and prospective drug utilization review, step therapy, quantity level limits, pharmacy and therapeutics committee review of formulary and other clinical components of pharmacy management.

- 5.21.1 ESI shall use documented clinical review criteria that are based on sound clinical evidence and are evaluated periodically to assure ongoing efficacy. ESI may develop its own clinical review criteria, or may purchase or license clinical review criteria from qualified vendors.
- 5.21.2 ESI shall provide physician-to-pharmacist and pharmacist-to-pharmacist communications.
- 5.21.3 Utilization management services shall be conducted by appropriately licensed personnel with the expertise in the services being reviewed.
- 5.21.4 ESI shall obtain all information required to make a utilization review decision, including pertinent clinical information. ESI shall have a process to ensure that utilization reviewers apply clinical review criteria consistently.
- 5.21.5 ESI shall provide a toll-free telephone number and adequate lines for plan members and providers to access the utilization management program.

5.22 Claims Payment: ESI shall process claims utilizing the contracted discount arrangements negotiated with participating providers. ESI shall process 99.5% of all retail and mail scripts without monetary errors.

- 5.22.1 ESI shall agree that if a claims payment platform change occurs throughout the course of the contract, MCHCP reserves the right to delay implementation of the new system for MCHCP members until a commitment can be made by ESI that transition will be without significant issues. This may include requiring ESI to put substantial fees at risk and/or agree to an implementation audit related to these services to ensure a smooth transition.
- 5.22.2 ESI must have the capability to process out-of-network claims for those members using non-participating pharmacies and/or for coordination of benefits.
- 5.22.3 ESI must be able to coordinate benefits in accordance with MCHCP regulations.

5.23 Services Beyond Contract Termination: At contract termination, MCHCP requires ESI to continue to perform the duties listed below for the stated time period following termination. No additional compensation other than terms and conditions agreed to in the contract will be given for continuation of these activities.

- 5.23.1 Paper processing for out-of-network claims that were incurred while the contract was in place for two years following contract termination
- 5.23.2 Monthly claim file submissions to MCHCP's data vendor (currently Truven Health Analytics) for one year following contract termination
- 5.23.3 Processing all prescriptions received in the mail order facility prior to contract termination using existing time frames

5.24 Performance Standards: Performance standards are outlined in Attachment X. ESI shall agree that any liquidated damages assessed by MCHCP shall be in addition to any other equitable remedies allowed by the contract or awarded by a court of law including injunctive relief. ESI shall agree that any liquidated damages assessed by MCHCP shall not be regarded as a waiver of any requirements contained in this contract or any provision therein, nor as a waiver by MCHCP of any other remedy available in law or in equity. Contractors are required to utilize the Enrollment Advisors Vendor Manager product that allows contractors to self-report compliance and non-compliance with performance guarantees. Unless otherwise specified, all performance guarantees are to be measured quarterly, reconciled quarterly and any applicable penalties paid annually. MCHCP reserves the right to audit performance standards for compliance.

6 REPORTING

6.1 Reporting Requirements: ESI shall provide monthly claims and utilization data to MCHCP and/or MCHCP's decision support system vendor (currently Truven Health Analytics) in a format specified by MCHCP with the understanding that the data shall be owned by MCHCP. The ESI shall:

- 6.1.1** Provide data in an electronic format and within a timeframe specified by MCHCP.
- 6.1.2** Place no restraints on use of the data provided MCHCP has in place procedures to protect the confidentiality of the data and the use is consistent with HIPAA requirements; and
- 6.1.3** This obligation continues for a period of one year following contract termination
- 6.1.4** Pay applicable fees associated with data format changes due to contractor-initiated requirements.

6.2 Third Party Vendor: MCHCP reserves the right to retain a third party contractor (currently Truven Health Analytics) to receive the data from ESI and store the data on MCHCP's behalf. This includes a full claim file including, but not limited to, all financial, demographic and utilization fields. ESI agrees to cooperate with MCHCP's designated third party contractor, if applicable, in the fulfillment of ESI's duties under this contract, including the provision of data as specified without constraint on its use.

6.3 Online Reporting: ESI must provide an online reporting utility that allows MCHCP to run reports and download report results in a manipulatable format (Microsoft Excel, for example).

6.4 Appeals Reporting: Contractor must provide monthly appeals reporting. (MCHCP and ESI will negotiate format and content upon award of this contract.) Additionally, contractor shall copy MCHCP on adverse benefit determination (ABD) letters issued by ESI.

6.5 Standard Reporting: At the request of MCHCP, ESI shall submit standard reports to MCHCP on a monthly, quarterly, and/or annual basis. (MCHCP and ESI will negotiate the format, content and timing upon award of this contract.)

6.6 Ad Hoc Reporting: At the request of MCHCP, ESI shall submit additional ad hoc reports on information and data readily available to ESI. If any reports are substantially different from the reports agreed upon, fair and equitable compensation will be negotiated with ESI.

7 CANCELLATION, TERMINATION OR EXPIRATION

7.1 MCHCP's rights Upon Termination or Expiration of Contract: If this Contract is terminated, MCHCP, in addition to any other rights provided under this Contract, may require ESI to transfer title and deliver to MCHCP in the manner and to the extent directed, any completed materials. MCHCP shall be obligated only for those services and materials rendered and accepted prior to termination.

7.2 Termination for Cause: MCHCP may terminate this Contract, or any part of this Contract, for cause under any one of the following circumstances: 1) ESI fails to make delivery of goods or services as specified in this Contract; 2) ESI fails to satisfactorily perform the work specified in this Contract; 3) ESI fails to make progress so as to endanger performance of this Contract in accordance with its terms; 4) ESI breaches any provision of this Contract; 5) ESI assigns this Contract without MCHCP's approval; or 6) Insolvency or bankruptcy of ESI. MCHCP shall have the right to terminate this Contract, in whole or in part, if MCHCP determines, at its sole discretion, that one of the above listed circumstances exists. In the event of termination, ESI shall receive payment prorated for that portion of the contract period services were provided to and/or goods were accepted by MCHCP, subject to any offset by MCHCP for actual damages including loss of any federal matching funds. ESI shall be liable to MCHCP for any reasonable excess costs for such similar or identical services included within the terminated part of this Contract.

Notwithstanding any other provisions, ESI may terminate or suspend its performance hereunder upon thirty (30) days' written notice if MCHCP fails to pay ESI in accordance with the terms of this contract or breaches any other material term of this Contract. Termination for non-payment shall not apply if MCHCP pays the full amount owed within the thirty (30) day notice period. If MCHCP disputes the amount of any invoice, MCHCP shall provide notice to ESI. The parties shall work to resolve any such dispute within sixty (60) days. If the dispute has not been resolved with sixty (60) days and MCHCP has not paid the amount in full, ESI shall have the right to suspend or terminate its obligations under this Contract upon thirty (30) days' written notice.

7.3 Termination Right: Notwithstanding any other provisions, MCHCP reserves the right to terminate this Contract at the end of any month by giving thirty (30) days' notice, without penalty.

7.4 Termination by Mutual Agreement: The parties may mutually agree to terminate this Contract or any part of this Contract at any time. Such termination shall be in writing and shall be effective as of the date specified in such agreement.

7.5 Arbitration, Damages, Warranties: Notwithstanding any language to the contrary, no interpretation shall be allowed to find MCHCP has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, MCHCP shall not agree to pay attorney fees and late payment charges beyond those available under this Contract or by law, and, if applicable, no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.

7.6 Rights and Remedies: If this Contract is terminated, MCHCP, in addition to any other rights provided for in this Contract, may require ESI to deliver to MCHCP in the manner and to the extent directed, any completed materials. In the event of termination, ESI shall receive payment

prorated for that portion of the contract period services were provided to and/or goods were accepted by MCHCP subject to any offset by MCHCP for actual damages. The rights and remedies of MCHCP provided for in this Contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

THE UNDERSIGNED PERSONS REPRESENT AND WARRANT THAT WE ARE LEGALLY FREE TO ENTER THIS AGREEMENT, OUR EXECUTION OF THIS AGREEMENT HAS BEEN DULY AUTHORIZED, AND OUR SIGNATURES BELOW SIGNIFY OUR CONSENT TO BE BOUND TO THE FOREGOING TERMS AND CONDITIONS.

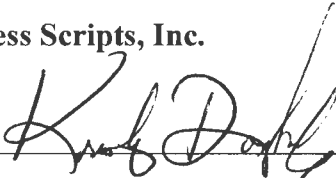
Missouri Consolidated Health Care Plan

By: 

Title: Executive Director

Date: 2/27/2017

Express Scripts, Inc.

By: 

Title: Kristy Dougherty
Vice President | Commercial Division

Date: 2/24/17



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A Proposal to Provide **Pharmacy Benefit Management Services**

Missouri Consolidated Health Care Plan

Commercial Plan

~~March 8, 2016~~

May 5, 2016

All of the materials in this proposal and any materials subsequently disclosed in any media form that relate to this proposal ("Proposal Materials") are confidential and the sole and exclusive proprietary property of Express Scripts Holding Company, and all rights, titles and interests are vested in Express Scripts. The Proposal Materials are provided to Missouri Consolidated Health Care Plan for your exclusive use, and for the sole purpose, to evaluate Express Scripts prescription-drug program. The Proposal Materials may not be distributed, copied or made available for review or use to any other party. If you use any consultant or other party to review the Proposal Materials, you may divulge the Proposal Materials to them on the condition that each recipient agrees to be bound by the restrictions Express Scripts has placed on the use and disclosure of the Proposal Materials. This disclaimer is applicable to any recipient assisting or participating in the evaluation of these Proposal Materials on behalf of Missouri Consolidated Health Care Plan.

RETAIL PHARMACY NETWORK AND HOME DELIVERY PRICING

Pass Through Pricing at Retail Network (Broad Network)		National Plus Retail Network (1-83 Days Supply)	National Plus Maintenance Retail Pharmacies Network (84-90 Days Supply) *	Home Delivery Discounts
Brands	Average Annual Discount Guarantee	Pass-through Guarantee average: 2017: AWP-17.30% 2018: AWP-17.50% 2019: AWP-17.70% 2020: AWP-17.90% 2021: AWP-18.10%	Pass-through Guarantee average: AWP -23.00%	AWP-24.50%
	Average Annual Dispensing Fee/Rx	Pass-through Guarantee average: \$0.75	Pass-through Guarantee average: \$0.00	\$0.00
	Administrative Fee/Rx	\$2.14/Rx	\$2.14/Rx	\$2.14/Rx
Generics	Average Annual Discount Guarantee	Pass-through Guarantee average: 2017: AWP-80.00% 2018: AWP-80.25% 2019: AWP-80.50% 2020: AWP-80.75% 2021: AWP-81.00%		The Lower of AWP-23.75% or MRA Guarantee Average: 2017: AWP-84.00% 2018: AWP-84.25% 2019: AWP-84.50% 2020: AWP-84.75% 2021: AWP-85.00%
	Average Annual Dispensing Fee/Rx	Pass-through Guarantee average: \$0.75	Pass-through Guarantee average: \$0.00	\$0.00
	Administrative Fee/Rx	\$2.34/Rx	\$2.34/Rx	\$2.14/Rx
Compounds		Lesser of U&C or combined AWP plus service fee		Not Applicable

Claims will be processed at the lower of the applicable AWP discount, MRA (if applicable), or U&C (retail only).

*Certain participating pharmacies have agreed to participate in the extended (84-90) day supply network ("Maintenance Network") for maintenance drugs. The 84-90 Days' Supply pricing column in the table set forth above is applicable only if MCHCP implements a plan design that requires members to fill such days' supply at a Maintenance Network Participating Pharmacy (i.e., MCHCP must implement a plan design whereby members who fill 84-90 Days' supply prescriptions at a participating pharmacy other than a Maintenance Network Participating Pharmacy do not receive benefit coverage under the Plan for such prescription). If no such plan design is implemented, the pricing for such days' supply will be the same as the 1-83 Days' Supply pricing column set forth above, and pricing for an 84-90 days' supply in the table set forth above shall not apply, even if a Maintenance Network Participating Pharmacy is used.

Pass Through Pricing at Retail Network		National Plus Retail Network (1-83 Days Supply)	National Plus or National Maintenance Retail Pharmacies Network (84-90 Days Supply) *	Home Delivery Discounts
Rebates - Current National Preferred Formulary	Rebate Share	100%	100%	100%
	Manufacturer Administrative Fee Share	100%	100%	100%
	Rebates / Brand Rx All Plan Designs	Greater of 2017: \$102.67 2018: \$126.21 2019: \$151.81 2020: \$182.32 2021: \$212.79 or 100%	Greater of 2017: \$296.61 2018: \$366.84 2019: \$441.53 2020: \$525.63 2021: \$615.02 or 100%	Greater of 2017: \$386.03 2018: \$438.77 2019: \$529.96 2020: \$562.05 2021: \$655.95 or 100%

Express Scripts' Specialty Offering

	Participating Pharmacies	Express Scripts Specialty Pharmacy Exclusive
Discount Guarantee	NA	AWP-18.00%

	Participating Pharmacies	Express Scripts Specialty Pharmacy Exclusive
Dispensing Fee/Rx	Pass Through	\$0.00
Administrative Fee/Rx	\$2.14	\$0.00

Specialty Rebate Guarantee		Participating Pharmacies	Express Scripts Specialty Pharmacy Exclusive
Rebates - Current National Preferred Formulary	Rebate Share	100%	100%
	Manufacturer Administrative Fee Share	100%	100%
	Rebates / Brand Rx All Plan Designs	Greater of 2017: \$200.00 2018: \$225.00 2019: \$250.00 2020: \$250.00 2021: \$250.00 or 100%	Greater of 2017: \$1,050.00 2018: \$1,150.00 2019: \$1,250.00 2020: \$1,250.00 2021: \$1,250.00 or 100%



Exclusive

Express Scripts' Exclusive specialty offer, is designed to provide clients maximum cost savings and superior patient care. Under this offer, patients obtain all specialty medications through the Express Scripts Specialty Pharmacy at the reimbursement rates set forth in [Appendix A](#). Specialty products will not be available through the Express Scripts home delivery pharmacy and will not be available through other pharmacies except for:

- Limited distribution products not available at the Express Scripts Specialty Pharmacy
- Up to two (2) initial courtesy fills for STAT (immediate need or medical necessity) medications
- Overrides for urgent situations.

The current specialty drug list with pricing is provided in [Appendix A](#). Note that this list is current as of the date of this proposal. This list will change continually as new specialty drugs enter the market or as the Express Scripts Specialty Pharmacy gains access to additional limited distribution products. On a monthly basis, Express Scripts will communicate new drug additions that occurred throughout the previous month as well as their applicable discount rates.

Pricing does not include home infusion supplies and services unless otherwise noted.

Limited Distribution Drugs

Distribution of a small number of all specialty drugs is limited by the manufacturer to specific pharmacy providers. The drugs, listed in [Appendix A](#), are not available through the Express Scripts Specialty Pharmacy. If the Express Scripts Specialty Pharmacy receives a prescription for one of these limited distribution medications, the Express Scripts Specialty Pharmacy will:

- Determine the pharmacy that is able to dispense the medication.
- Validate that the pharmacy is contracted to provide the medication based on the patient's insurance information, and:
 - Work with the patient and prescribing physician to initiate the transfer of the script to the appropriate pharmacy for fulfillment, or
 - Provide the patient and physician with information regarding possible patient assistance programs.

The cost of the medication will be billed through your regular invoice if the medication is a covered product.

Updates

Express Scripts updates the specialty drug lists as new products are introduced to the market or as the Express Scripts Specialty Pharmacy gains access to additional limited distribution drugs. Express Scripts provides a monthly notice of added drugs. Pricing for these new products will be determined by Express Scripts, and MCHCP will have the option of covering the medication.

The full current list is always available on request from your account team.

Express Scripts' Inflation Protection Program

Under the Inflation Protection Program, ESI will guarantee (the "Inflation Rate Guarantee") that Sponsor's Brand Drug AWP inflation (as calculated below) will not exceed 11.4% (the "Inflation Cap") for the initial Contract Year of this Agreement. The Inflation Cap for subsequent years, should Sponsor continue to participate, shall be the greater of: (i) the preceeding year's Inflation Cap or (ii) the actual Calendar Year Inflation Rate (CYIR) of the preceding calendar year; and may be adjusted up or down based on differences in Sponsor's individual mix and utilization. If the Inflation Rate Guarantee is not met, ESI will make a client inflation payment to Sponsor calculated as follows: $(\text{Calendar Year Inflation Rate} - \text{Inflation Cap}) * \text{Adjusted Base AWP} * \text{Effective Discount}$ (the "Inflation Guarantee Payment"). Any payment owed will be issued within 180 days following the end of the applicable calendar year. To remain eligible for the inflation guarantee payment in a given calendar year, your plan's formulary compliance for Brand Drugs must average at least 86% on total utilization for that calendar year.

For the purposes of the Inflation Protection Program, the following definitions will apply:

- "Adjusted Base AWP" shall mean the Prior Calendar Year AWP (PCYA) adjusted to account for total quantity changes between the prior year and the current year. Adjusted Base AWP will be calculated as follows $(\text{PCYA} / \text{Prior Year Brand Quantities}) * \text{Current Year Brand Quantities}$.
- "Current Calendar Year AWP" or "CCYA" shall be equal to the aggregate weighted average Brand Drug AWP amount for the calendar year for which the Inflation Guarantee is being calculated, adjusted for the previous year's dispensed Brand Drug quantities. CCYA shall be calculated as the sum of the average unit AWP for each Brand Drug dispensed in the current calendar year multiplied by the quantities of each such Brand Drug dispensed in the preceding calendar year.
- "Current Year Brand Quantities" shall be equal to the aggregate quantities of each Brand Drug used in the calculation of CCYA dispensed during the calendar year for which the Inflation Guarantee Payment is being calculated.

- “Calendar Year Inflation Rate” or “CYIR” shall be expressed as a percentage, and calculated as $(CCYA/PCYA) - 1$.
- “Effective Discount” is the effective discount Sponsor has received (including the impact of Rebates and Manufacturer Administrative Fees (if applicable) on Brand Drugs dispensed during the calendar year for which the Inflation Guarantee is being calculated. The Effective Discount will be expressed as a percentage and calculated as $(\text{Net Ingredient Cost paid by Sponsor for all Brand Drugs in the applicable calendar year} - \text{Rebates received by Sponsor}) / \text{Aggregate AWP for all Brand Drugs dispensed in the applicable year}$.
- “Prior Calendar Year AWP” or “PCYA” shall be equal to, for the same Brand Drug NDCs used for the “CCYA” calculation, the average Brand Drug AWP amount for such NDCs during the calendar year immediately preceding the calendar year for which the Inflation Guarantee payment is being calculated.
- “Prior Year Brand Quantities” shall be equal to the aggregate quantities of each Brand Drug used in the calculation of CCYA dispensed during the calendar year prior to the year for which the inflation guarantee is being calculated.

The formulary compliance percentage will only be changed if MCHCP does not meet this requirement. If Express Scripts adjusts the Inflation Protection guarantee respectively, the Express Scripts Account Team will communicate this to MCHCP each year when the guarantees are set for the following year. The timeframe for communicating to clients is in October/early November.

If the Inflation Guarantee is not met (in other words, if the actual calendar year inflation rate is higher than the inflation cap, Express Scripts will pay an Inflation Guarantee Payment to MCHCP.

The Inflation Guarantee Payment will be calculated by Express Scripts and, if owed, Express Scripts will pay the Inflation Guarantee payment within 180 days following the end of the applicable calendar year. In order to be eligible for the Inflation Guarantee payment for a given calendar year, MCHCP must average at least 86% after the initial year of the contract formulary compliance on its total Brand AWP for the calendar year.

Formulary compliance is calculated based on formulary brand AWP divided by the total brand AWP.

Terms and Conditions of the Inflation Protection Program

The following claims will be excluded from all calculations related to the Inflation Protection Program: Medicare claims, Medicaid claims, any other government health care program claims, OTCs, member submitted claims, subrogation claims, compounds, generic drugs, claims submitted by MCHCP owned, in-house, or on-site pharmacies, 340B claims, claims submitted through a 100% member cost-share program, biosimilars,



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drugs where the quantity or packaging has been changed by the manufacturer from the past year, and drugs for which there was no utilization in the calendar year prior to the calendar year for which the Inflation Guarantee payment is being determined.

If MCHCP makes material changes to its formulary or benefit design that negatively impact Express Scripts' ability to control inflation relative to MCHCP's formulary drug mix, then Express Scripts reserves the right to make an equitable adjustment to the Inflation Guarantee. MCHCP will notify Express Scripts at least thirty days prior to any formulary or benefit design change. ESI will then notify MCHCP within ten days of such notice whether such change would have a negative impact on Express Scripts ability to control inflation, whether such change would necessitate an equitable adjustment to the Inflation Guarantee, and, if so, the extent of that change. Express Scripts shall provide information supporting an equitable adjustment necessitated by the change.

Express Scripts' Inflation Protection Program, and the underlying economics, is separate and apart from, rebates and manufacturer administrative fees and the amounts described above will be paid to MCHCP in addition to any rebate payments to which MCHCP is entitled. MCHCP will not be entitled to receive any amounts related to drug price inflation or a related guarantee other than as set forth above. ESI contracts for inflation payments from manufacturers for its own account and ESI may realize positive margin between amounts paid to Sponsors and amounts received from pharmaceutical manufacturers. Conversely, ESI may realize negative margin if inflation payments from manufacturers are less than payments due to Sponsor.

No payments will be made to MCHCP unless MCHCP has an executed PBM agreement with Express Scripts.

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 Sponsor 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.

Oncology Care Value ProgramSM

- I. MCHCP may receive a credit, as defined below, through the Oncology Care Value program provided all requirements, terms and conditions are satisfied.
- II. Patient/Client Requirements
 - A. MCHCP's pharmacy network must be set to exclusive Accredo for all oncology drugs, when Accredo has access to the oncology drug, with no courtesy fills allowed at any other pharmacy.



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- B. MCHCP must accept applicable drug preference requirements at the indication level and formulary status updates to qualify for applicable discounts at Accredo.
- C. MCHCPs must accept automatic updates and/or enhancements to the program to continue to qualify for applicable discounts at Accredo.
- D. Express Scripts must manage MCHCP's PA process.
- E. Claims for which MCHCP overrides the applicable PA criteria will not be eligible for, or included in, any portion of the program.
- F. If MCHCP participates in the program, MCHCP will be eligible for additional discounts or credits, which will be applied at the point of sale or paid out on an annual basis for all specified oncology products dispensed at Accredo. The list of products, and their associated discount rates or credit value, will be provided to MCHCP upon request and will be reflected in the invoices sent to MCHCP. The list of specified products (and their associated discounts) may be updated by ESI from time to time upon notice to MCHCP.

III. General Terms

- A. Express Scripts reserves the right to terminate or modify the program at any time.
- B. No payments will be made to MCHCP unless MCHCP has an executed PBM agreement with MCHCP.
- C. Medicare, Medicaid, and other government health care program claims will be excluded from the program.
- D. 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 MCHCP hereunder as retrospective discounts on the price of the product paid by MCHCP. ESI will fully and accurately report such discounts on the payment advice submitted to MCHCP. ESI hereby informs MCHCP that Sponsor 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 MCHCP in any such disclosure requirements. MCHCP may be required to provide information on the discount furnished to MCHCP 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.

Hepatitis Cure Value (HCV) Program®

- I. MCHCP may receive an additional discount, as defined below, through the HCV Program provided all requirements, terms and conditions are satisfied.
- II. Patient/Client Requirements
 - A. MCHCP's benefit design must be set to exclusive Accredo for Viekira Pak®, Viekira XR™ and Harvoni® with no courtesy fills allowed at any other pharmacy.
 - B. MCHCP's formulary must adopt Viekira Pak/XR and Harvoni exclusively (or preferred with step edit) for Hepatitis C genotype 1.



- C. MCHCP's formulary must also prefer Harvoni for all other FDA approved Hepatitis C genotypes.
- D. MCHCP's Prior Authorization criteria for Viekira Pak/XR and Harvoni must not have Metavir score requirements.
- E. Claims for which MCHCP overrides the applicable PA criteria will be excluded from all components of the program.
- F. The Program does not apply to patients receiving therapy for off-label indications.

III. Terms specific to Additional Discount

- A. An Additional Discount of 4.16% of AWP on Viekira Pak/XR and 1.66% of AWP on Harvoni will apply to claims filled through Accredo effective 1/1/17 through December 31, 2017. After December 31, 2017, the Additional Discount may not be available.
- B. The Additional Discount is only applicable to Viekira Pak/XR and Harvoni claims and does not apply to Ribavirin or any other therapies used by patient.

IV. General Terms

- A. The total value to be provided to MCHCP, on a benefit plan by benefit plan basis, from rebates (if applicable) and the Additional Discount on Viekira Pak/XR shall not exceed 60% of the total, aggregated amount of WAC (Wholesale Acquisition Cost) attributable to the MCHCP's Viekira Pak claims for the applicable year. A benefit plan will be defined based on MCHCP's level of enrollment in the program.
- B. Express Scripts reserves the right to terminate or modify the program at any time.
- C. Medicare, Medicaid, and other government health care program claims will be excluded from the program.
- D. 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 MCHCP hereunder as retrospective discounts on the price of the product paid by MCHCP. ESI will fully and accurately report such discounts on the payment advice submitted to MCHCP. ESI hereby informs MCHCP that MCHCP 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 MCHCP in any such disclosure requirements. MCHCP may be required to provide information on the discount furnished to MCHCP 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.

Cholesterol Care Value Program.

- I. MCHCP may receive an additional discount, as defined below, through the HCV Program provided all requirements, terms and conditions are satisfied.

- II. ESI will provide MCHCP with a PCSK9 Cost Cap of \$25.00 per member per year. ESI will provide MCHCP with a credit, dollar for dollar, to the extent that MCHCP's actual PCSK9 spend (net of Rebates) exceeds the PMPY cap. ESI will determine if the PMPY cap is exceeded by comparing the cap to the result of the following equation: MCHCP's actual ingredient cost billed for PCSK9 inhibitors for the calendar year, less any Rebates paid divided by the average enrollment in MCHCP's Plans during the calendar year.
- III. Only utilization while MCHCP is enrolled in the Cholesterol Care Value Program will count towards the PCSK9 Cost Cap. Only utilization through Accredo will be used when calculating whether the cost cap has been met.
- IV. The PCSK9 Cost Cap will apply for 2017 only. A cost cap may apply for 2018, however, ESI will communicate details of the program in 2017.
- V. The PCSK9 Cost Cap may be adjusted if there are significant changes to the FDA approved labels for Praluent or Repatha (or any future PCSK9 Inhibitors). ESI may adjust the PMPY cap if outcomes trials are released that materially change prescriber behavior. ESI may also adjust the cap if the number of MCHCP's members enrolled in the program drops below 1,000.
- VI. The PCSK9 Cost Cap is only applicable to Praluent or Repatha claims and does not include the cost of any other therapies used by the patient, including statin therapy. The total value to be paid to MCHCP under PCSK9 Cost Cap will not exceed 25% of AWP of the PCSK9 products dispensed to MCHCP's members.
- VII. The PCSK9 Cost Cap will apply only to claims dispensed after all prior authorization criteria are implemented for MCHCP's plans.
- VIII. MCHCP will receive an additional discount (applied at the point of sale) of 4.165% of AWP on all Praluent claims and 1.66% of AWP on all Repatha claims dispensed at Accredo. These discounts will apply to claims filled through Accredo effective through December 31, 2017.
- IX. The following terms will apply to the Cholesterol Care Value Program.
 - a. MCHCP's benefit design will be set to exclusive Accredo for RepathaTM and Praluent[®] (and any future PCSK9 inhibitors) with no courtesy fills allowed at any other pharmacy. The Program does not apply to patients receiving therapy for off-label indications.
 - b. ESI must manage MCHCP's prior authorization process and MCHCP must utilize the ESI CCV Prior Authorization criteria for Repatha and Praluent (and any future PCSK9 inhibitors). Claims for which MCHCP overrides ESI's PA criteria will not be eligible to be included in the program.
 - c. Payments for eligible patients will be made annually and ESI will make reasonable efforts to provide payment by March 31 of the following year. Reimbursement will occur no more than once per year. No reimbursement will be made to any patient. ESI reserves the right to terminate or modify the Cholesterol Care Value at any time.

Generic Dispensing Rate Guarantee

The following is an example of the Generic Dispensing Rate (GDR) Guarantee Express Scripts is proposing for MCHCP's commercial business.



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Proposed Generic Dispensing Rate Guarantees

	Contract Year 1	Contract Year 2 increment*	Contract Year 3 increment*	Contract Year 4 increment*	Contract Year 5 increment*
Retail GDR	89.0%	+0.15%	+0.10%	+0.10%	+0.10%
Mail GDR	88.5%	+0.15%	+0.10%	+0.10%	+0.10%

* The generic dispensing rate guaranteed percentage in contract years two, three, four and five will be set to the previous year's actual generic dispensing rate plus the increment guaranteed for retail and mail in the table above.

Calculation of Generic Dispensing Rates and Penalty

Retail and mail generic dispensing rates by contract year will be calculated as total retail non-specialty generic claims divided by total non-specialty retail claims, and total mail non-specialty generic claims divided by total non-specialty mail claims.

The total dollar penalty in any contract year reflects the generic dispensing rate shortfall for that contract year (retail or mail), the actual claim volume for that year (retail or mail), and a penalty factor for that contract year (retail or mail). Specifically, the penalty will be calculated as the generic dispensing rate shortfall (if any) times the actual claim volume times the penalty factor.

The generic dispensing rate shortfall for a contract year will be calculated as the guaranteed generic dispensing rate for the contract year minus the actual generic dispensing rate for the contract year. Separate calculations will be performed for retail and mail, and for each contract year. Penalty factors are provided in the following table:

Penalty Factors

	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5
Retail GDR	\$170.05	\$184.90	\$196.16	\$207.33	\$223.97
Mail GDR	\$334.55	\$345.08	\$357.63	\$362.30	\$377.56

Reconciliation Period

Reconciliation will be completed annually, within 90 days of the end of each contract year.

Retail and Mail Offset

The reconciliation is based upon total integrated account performance. Positive performance against the retail guarantees will offset negative performance against the mail guarantee and vice versa.

Conditions

- Claims data provided by MCHCP is representative of aggregate claims experience



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- Current utilization management programs or equally effective ones will remain in place
- Standard Express Scripts formulary assumed
- Consistent demographics and geography of the membership
- Benefit design changes will not reduce the current co-payment advantage of generics over brands or reduce the availability of generics

Pharmacy Management Fund (PMF)

- ESI will provide a one-time amount, up to \$7.50 per member implemented as of the effective date, not to exceed \$850,000, to reimburse MCHCP for the actual, fair market value of expense items and services related to managing the pharmacy benefit, such as ID Cards, IT programming, formulary letters, member communications, and benefit set-up quality assurance. MCHCP may use PMF to pay for clinical program fees included in MCHCP's administrative fee invoice.
- Any PMF not utilized during a term (one contract year) of the Contract may be utilized and rolled over during any renewal term.
- MCHCP must submit adequate documentation of any applicable implementation expenses within 180 days of implementation, at which time a final reimbursement of eligible expenses will be made. Adequate documentation of any expenses not related to implementation must be submitted prior to contract termination for reimbursement. Expenses for reimbursable items or services must be incurred by MCHCP and submitted along with adequate documentation supporting the item or service performed in order to be considered for reimbursement in accordance with Express Scripts' standard PMF policies. All reimbursement under the PMF is subject to Express Scripts' standard PMF business practices for all clients.
- If the agreement terminates for any reason other than breach of the agreement by Express Scripts, MCHCP shall reimburse Express Scripts any amounts paid that have not been amortized by the effective date of termination.

Assumptions

- Quoted fees and services are valid for 180 months from the date of the proposal.
- Quoted fees are guaranteed for the term of the five-year contract, subject to terms and conditions stated herein and in the PBM Agreement.
- Pricing and other components of the proposal are to be effective on 01/01/2017 with prior notice of award allowing for a minimum of 90 days to assure completion of the implementation process.
- Minimum of 80,000 lives will be implemented on the effective date.
- Current CDH support provided by Express Scripts will continue at no additional charge.

- Current Unlimited AUM Bundle, FWA, RationalMed and Academic Detailing are included in quoted administrative fee per claim.
- The guarantee will be calculated as: $[1 - (\text{total discounted AWP ingredient cost (excluding dispensing fees and claims with ancillary charges, and prior to application of copayments) of applicable prescription drug claims for the annual period} / \text{total undiscounted AWP ingredient cost (both amounts will be calculated as of the date of adjudication) for the annual period})]$. OTC, U&C, compounds, member submitted claims, subrogation claims, vaccines, specialty products, biosimilar products, long term care pharmacy claims, home infusion, and products filled through in-house or 340b pharmacies (if applicable) are excluded from the guarantee.
- Express Scripts reserves the right to amend the price quotation set forth herein if there is a material change in the number of persons included in the prescription drug program or any material change in the benefit plan from that which was presented to Express Scripts and upon which this price quotation is based.
- MCHCP agrees to continue with Express Scripts' National Preferred Formulary and the accompanying formulary support programs which promote the lowest cost formulary alternatives, in order to be eligible for rebates, whether rebates are paid or applied. Drugs and supplies included on the selected formulary may be modified by Express Scripts from time to time as a result of factors, including, but not limited to, medical appropriateness, manufacturer rebate arrangements, and patent expirations.
- Rebate guarantees assume that the current benefit plan design or the new benefit plan design as disclosed by MCHCP will be implemented at the time these guarantees go into effect. Rebate guarantees are subject to adjustment if any clinical or trend programs intended to drive higher generic or OTC utilization are currently in place without Express Scripts' knowledge of both the program and the drugs within the program. Rebate guarantees are also subject to adjustment if MCHCP chooses to implement any clinical or trend management programs intended to drive higher generic or OTC utilization during the course of the contract. Rebates are paid only upon receipt of a signed contract.
- Under its rebate program, Express Scripts may implement Express Scripts' formulary management programs and controls, which may include, among other things, cost-containment initiatives and communications with members, participating pharmacies, and/or physicians. Express Scripts reserves the right to modify or replace such programs from time to time. Guaranteed rebate amounts, if any, are conditioned on adherence to various formulary management controls, benefit design requirements, claims volume, and other factors stated in the applicable pharmaceutical manufacturer agreements, as communicated by Express Scripts to MCHCP from time to time. If any government action, change in law or regulation, change in the interpretation of any law or regulation, or any action by a pharmaceutical manufacturer has an adverse effect on the availability of rebates, then Express Scripts may make an adjustment to the rebate terms and guaranteed rebate amounts, if any, hereunder.
- Rebate allocations will be made quarterly within approximately 150 days from the end of the quarter. Guarantee will be reconciled annually with any payment due to MCHCP made within 180 days from the end of each annual period.

- The rebate guarantee does not apply to claims processed through staff model/hospital pharmacies where such pharmacy is subject to its own manufacturer contracts (rebate or purchase discounts), or through pharmacies that participate in the federal government pharmaceutical purchasing program.
- In addition, member-submitted claims, subrogation claims, biosimilar products, OTC products, claims older than 180 days, and claims pursuant to a 100% member copayment plan are also excluded for the purposes of rebate payments.
- The Specialty Pricing offered assumes a days' supply consistent with the Express Scripts Specialty Pharmacy Clinical Days' Supply Program.
- If the Pricing Source discontinues the reporting of AWP or materially changes the manner in which AWP is calculated, then Express Scripts reserves the right to make an equitable adjustment as necessary to maintain the parties' relative economics and the pricing intent of this Agreement.
- For each eligible Brand Drug prescription-drug claim, ingredient cost will be calculated at the lesser of the applicable U&C or AWP discount price in determining the discount achieved for purposes of the guarantee, including 100% member copayment (claims where full cost is paid by member).
- For each eligible Generic Drug prescription-drug claim, ingredient cost will be calculated at the lesser of the applicable U&C, MRA (if applicable), or AWP discount price in determining the discount achieved for purposes of the guarantee, including 100% member copayment (claims where full cost is paid by member).
- The application of brand or generic/MRA pricing may be subject to certain "dispensed as written" (DAW) protocols and MCHCP-defined plan design and coverage policies for adjudication and member copayment purposes.
- Express Scripts will pay MCHCP the difference attributable to any shortfall between the actual result and the guaranteed result. For pricing guarantees, the only offsetting will be on retail generic discount guarantees, as retail 1-83 and retail 84-90 will be considered one combined retail generic guarantee. Rebate guarantees are measured in the aggregate and reconciled annually.
- To the extent the assumptions are incorrect as of the implementation date of this Agreement, or MCHCP changes its benefit design or formulary during the term of the Agreement, the guarantee will be equitably adjusted if there is a material impact on the generic discount achieved.

Included Services

Express Scripts' financial proposal includes the following services:

PBM Services

Customer service for members
Electronic/online eligibility submission
Standard coordination of benefits (COB) (reject for primary carrier)
Electronic claims processing
Plan set-up
Software training for access to our online system(s)
FSA eligibility needs
Electronic Prescribing – Core Services

Network Pharmacy Services

Pharmacy help desk
Pharmacy network management
Pharmacy reimbursement
Network development (upon request)
Network Pharmacy Reporting

Home Delivery Services

Benefit education
Prescription delivery — standard

Reporting Services

Web-based client reporting — produced by Express Scripts
Web-based client reporting — produced by client
Ad hoc desktop parametric reports
Claims detail extract file electronic (NCPDP)
Load 12 months claims history for clinical reports and reporting
Annual Strategic Account Plan report
Billing reports
Inquiry access to claims processing system

Website Services

Client Website — eService Delivery (Eligibility, Claims, and Benefit Administration), Coverage Management and Appeals, Eligibility File Transfer, Reporting Solutions and Resources Area.
My Rx Choices — Helps members make informed medication choices based on cost, health, and safety. Member website portion only.
Express-Scripts.com for Members — Access to benefit, drug, health, and wellness information; prescription ordering capability; and customer service.
Online Benefit Management — eService web-based application with Claims History, Eligibility Maintenance, and Prior Authorization Add.
Mobile App for Members — Includes My Rx Choices, My Medicine Cabinet, Pharmacy Care Alerts, Refills and Renewals, and virtual prescription ID card.

PBM Services

Implementation Package and Member Communications

Member replacement cards printed via web
 Implementation support
 New member packets (includes two standard resin ID cards)

Clinical

Concurrent Drug Utilization Review (DUR)
 Prior Authorization — Administrative

- Non-clinical Prior Authorization
- Lost/stolen overrides
- Vacation supplies

Optional PBM Services

PBM Services	Fees
Manual Submissions	
Manual/hardcopy eligibility submission	\$10.00/update (includes initial entry)
Member Submit Fee	\$3.00/claim
Medicaid Subrogation Claims	\$3.00/claim
Communication with physicians and/or members (e.g., program descriptions, notifications, formulary compliance, non-Medicare EOBs, etc.)	\$1.35/letter plus postage
Medicare Explanation of Benefits (EOB)	\$1.75/letter plus postage
Electronic Medicare Part D EOB	
Electronic Medicare EOB is an e-mail notification to the member informing them at the time of EOB production that their Medicare Part D Explanation of Benefits is available for viewing. Members can opt in/opt out at any time. Electronic EOB includes: <ul style="list-style-type: none"> • Email notification to the member • Solicitation e-mail sent to registered members • Prominent Web messaging 	\$0.95/EOB
Reporting Services	
Custom ad hoc reporting – applies for reporting outside of self services reporting tool	\$150/hour, with a minimum of \$500
Single Sign-On	



PBM Services	Fees
Standard SSO (MCHCP currently has SSO in place, with the fee included in base offering. Add Single Identifier is an alternative SSO solution used when the client/vendor cannot supply the standard full data packet.)	No charge (included in base offering)
Add Web Services <ul style="list-style-type: none"> Enables client to display actionable alerts from Express Scripts to their home website Integrates certain functions such as claims summary, pharmacy location Add Single Identifier <ul style="list-style-type: none"> Includes a single identifier value (SSO ID) that must math pass-thru eligibility (This is a one-time setup fee; however, since MCHCP has this program in place, there will be no charge. SSO solutions needed beyond our standard full-packet SSO may have incremental costs.) 	minimum \$15,000 upcharge, depending on nature of web service \$5,000 upcharge
Formulary Services Fee	
High Performance Formulary	\$10,000 Implementation fee (one time fee) + \$0.05 PMPM
Replacement Member Communication Packets	
Member-requested replacement packets	\$1.50 + postage per packet
Client-requested re-carding	\$1.50 + postage per packet
Communication Fee	
Smart90 and Mail (EHD, SHD & HDE) Programs	\$2.50 per employee upon implementation of program (one-time charge)
Cost Exceeds Maximum	
Express Scripts-Managed Cost Exceeds Maximum (CEM) edit (For non-compound drugs)	\$10,000 CEM limit – included in pricing Custom CEM limit less than \$10,000 - \$0.01PMPM fee
Express Scripts -Managed Cost Exceeds Maximum (CEM) edit (For compound drugs)	Included in pricing
MCHCP-Managed Cost Exceeds Maximum (CEM) edit (For non-compound and compound drugs)	Included in pricing
Reviews and Appeals Management	
<u>Initial Determinations (i.e. coverage reviews) and Level One Appeals</u> for the <u>Coverage Authorization Program</u> , consisting of: <ul style="list-style-type: none"> Prior Authorization Step Therapy Drug Quantity Management 	Included in the existing UM PMPM charge

PBM Services	Fees
<u>Initial Determinations and Level One Appeals</u> for the <u>Benefit Review Program</u> , consisting of reviews known as: <ul style="list-style-type: none"> • Plan Design Related Requests • Plan Exclusion Reviews (clinical or administrative reviews of non-covered drugs) • Copay Reviews • Plan Limit Reviews (e.g. age, gender, days' supply limits) • Plan Rule/Administrative Reviews/Non-clinical Reviews • Clinical Benefit Reviews • Direct Claim Reject Reviews 	Included
<u>Final and Binding Appeals</u> – Level Two Appeals * and/or Urgent Appeals** * Level One for clients with only one level of appeal ** Appeals can be urgent at Level One or Level Two, and decisions are final and binding.	\$10.00 per review* (incremental to PMPM fees or per the review fees above) * This additional fee is applied to each initial determination.
<u>External Reviews by Independent Review Organizations</u> - for non-grandfathered plans	\$800 per review
Member Grievances	
Includes: (i) researching grievances related to the Part D benefit, (ii) communicating resolution back to the member, (iii) providing oversight reporting services to MCHCP, and (iv) providing data required for CMS reporting.	No charge (included in base offering)
Retiree Drug Subsidy (RDS)	
RDS enhanced service (Express Scripts sends reports to CMS on behalf of client) RDS standard service (Express Scripts sends reports to client) <ul style="list-style-type: none"> • Notice of Creditable Coverage 	\$1.12 PMPM for Medicare-qualified members with a minimum annual fee of \$7,500 \$0.62 PMPM for Medicare-qualified members with a minimum annual fee of \$5,000 \$1.35/letter + postage

Calculation of member months is determined by Express Scripts by reference to the eligibility files.

Comprehensive Consumer Directed Health (CDH) Solution

PBM Services	Fees
Required Services and Fee for all CDH Enrollees	
Services <ul style="list-style-type: none"> • Technical Bi-directional data exchange; dedicated operations; 24-hour-a-day, seven-day-a-week monitoring and quality control; performance reporting; and analytics • Decision Support Dedicated CDH member services, Prescription Benefit Review Statements, Retail Pricing Transparency • Member Adherence ScreenRx Preventive Medications • Member Education Proactive, personalized member communications open enrollment tools and member communications library, robust online features, and preventive care proactive, personalized member communications 	Advanced Data Integration, Member Decision Support, Member Adherence and Member Education \$0.48 PMPM

***If Sharing Data Only* - Required Service and Fee for all Non-CDH Enrollees**

Combined Benefit Management

Services to manage combined medical-pharmacy benefits that are not a consumer-directed health (CDH) plan.

Services include ongoing management of the data exchange platform with the medical vendor/TPA, production monitoring and quality control, and designated operations team. Combined benefit types may include deductible, out of pocket, spending account, and lifetime maximum.

\$0.10 PMPM per combined accumulator up to maximum of \$0.20 PMPM for existing connection with medical carrier or TPA.

Fees to establish connection with new medical carrier or TPA are quoted upon request.

Current CDH support provided by Express Scripts will continue at no additional charge; therefore, MCHCP will not incur fees under the existing arrangement. The CDH support provided to MCHCP is currently included in the admin fee for the lives currently enrolled in the CDH plan. These services include bi-directional data exchange and member education, which includes open enrollment tools, a member communications library, robust online features, and preventive care communications.

Our enhanced CDH program offers the full list of services included below. We have highlighted the services currently provided to MCHCP for CDH, which are included in the base admin fee. The \$0.48 PMPM CDH fee will only apply if MCHCP elects to utilize our full-service CDH program, and the fee will only apply to the CDH members.

CDH Services

- Technical
Bi-directional data exchange; dedicated operations; 24-hour-a-day, seven-day-a-week monitoring and quality control; performance reporting; and analytics
- Decision Support
Dedicated CDH member services, Prescription Benefit Review Statements, Retail Pricing Transparency
- Member Adherence
ScreenRx
Preventive Medications
- Member Education
Proactive, personalized member communications
open enrollment tools and member communications library, robust online features, and preventive care, proactive personalized member communications



Missouri Consolidated Health Care Plan – Commercial

MCHCP will only incur if additional services are added. In this case, MCHCP would see the charge on the first invoice of the year once the program was added, and as a PMPM fee on each ongoing billing cycle.

These charges would be in addition to any pricing adjustments if greater than 10 percent of MCHCP's total utilization for all Plans is attributable to a CDHC.

Additional services will be quoted upon request. Postage charges are not included and will be billed to MCHCP.

Optional Clinical Programs

2016 Health Choices and Drug Choices

Express Scripts offers a comprehensive suite of health solutions. These offerings may change or be discontinued from time to time as our offering is updated to meet the clinical needs of our clients and the changing marketplace.

Guided by the insights of Health Decision ScienceSM, our proprietary platform for delivering better decisions that drive healthier outcomes, Express Scripts provides the most comprehensive set of base solutions in the industry, with advanced options for even greater care and cost control. Medicare and Medicaid clients may not be eligible for all programs listed based on state and federal guidelines.

Health Choices	Fees
Concurrent DUR	No charge (included in base offering)
ScreenRx	\$0.21 PMPM
ExpressAlliance	<u>Web Access: Priced on request (Less than 8,000 lives)</u> <u>Web Access: \$0.04 PMPM (8,000 lives minimum)</u> Secure, online access to real-time, patient eligibility, medication history, clinical gaps in care, and potential savings opportunities <u>Advantage: \$0.10 PMPM (15,000 life minimum)</u> Same as Web Access, plus high-value, flexible targeting options at population level with prioritized recommendations based on clinical severity, and continuous program monitoring and reporting <u>Advantage Plus: \$0.15 PMPM (15,000 life minimum)</u> All of the above, plus enhanced specialist pharmacist services for nurses, including weekly case screenings, educational services, and grand round case reviews <u>Just Diagnosed (New to therapy) data feed: \$5,000 set up and \$500 per month</u> Single sign on: Client specific priced upon request
RationalMed	No charge (included in base offering)
Personal Medication Coach	Client specific, priced upon request

Health Choices	Fees
Pharmacogenomics	2C9/ VKORC1 Warfarin Testing: \$450 per completed test 2C19 Clopidogrel (Plavix) Testing: \$480 per completed test HLA-B*5701 Abacavir Testing: \$625 per completed test CCR5 Maraviroc (Selzentry) Testing: \$2,800 per completed test BCR-ABL Gleevec, Sprycel, Tasigna Testing: \$660 per completed test Entire Pharmacogenomic Portfolio: \$0.04 PMPM
Basic Retrospective DUR	\$0.05 PMPM
Advanced Retrospective DUR: includes all rule categories within the Basic Module plus expanded rule sets.	\$0.10 PMPM
Seniors Retrospective DUR: Health and safety drug issues for members 65+ years of age.	\$0.04 PMPM
Retrospective Bundle: Advanced and Senior Modules	\$0.11 PMPM
Physician Report Card – Mailed Profiles Only	Fixed Quarterly Fee: \$1,350 per quarter Cost per package mailed-enrolled: 1-4 pages: \$3.00 per package 5-8 pages: \$4.00 per package 9-12 pages: \$5.00 per package 12-14 pages: \$5.50 per package
Physician Consultation – Academic Detailer	No charge (included in base offering)

Drug Choice Programs	Fee
Blood Glucose Meter	No charge
Formulary Notification	No charge for standard
Drug Conversion Program at Home Delivery	No charge (included in base offering)
My Rx Choices	No charge (included in base offering)
My Rx Choices Plus	\$0.01 PMPM
Copay Waiver for Generics	\$1,000 set up or \$1.25/letter AND client funds waiver
SafeGuardRx	Cholesterol Care Value (CCV) Program: No charge Hepatitis Cure Value (HCV) Program: No charge Oncology Care Value (OCV) Program: No charge
Fraud, Waste, & Abuse	No charge (included in base offering)

Drug Choice Programs	Fee
Enhanced Pharmacy Audit Program	\$0.03/claim If the amount of recoveries for Client made through the Enhanced Pharmacy Audit Services, measured on an annual aggregate basis ("Total Recoveries"), are less than the total amount of fees paid by the Client for the Enhanced Pharmacy Audit Services (measured on an annual aggregate basis) ("Total Fees"), Express Scripts will reimburse Client in an amount equal to the difference between the Total Fees and the Total Recoveries.
Value Based Insurance Design (VBID)	<u>Members enrolled using automated file</u> Standard file layout/clinical rules Install set up: \$15,000 Maintenance: \$500 per month Standard file layout/custom rules: Client specific, priced upon request <u>Manual set up</u> Standard Clinical Rules Install set up: \$5,000 Maintenance: \$500 per month Custom Rules: Client specific, priced upon request (\$10,000 minimum)
Drug Choice Programs	Fees
Drug Choice Programs — UM Packages Our UM Package building-block approach aggregates medications into lists and packages <i>Limited UM Package</i> — delivers plan savings with minimal member impact <i>Advantage UM Package</i> — same as Limited, adding chronic disease states and a broad specialty offering <i>Advantage Plus UM Package</i> — same as Advantage, adding undermanaged medication classes for select chronic diseases <i>Unlimited UM Option</i> — allows implementation of any current and/or future UM program Lists can be purchased individually and packages can be tailored to meet client needs. Some modules are available on an ala carte basis. <i>Please note: UM Bundle pricing and per review pricing are no longer offered</i>	
Unlimited UM Option Prior Authorization Advantage Plus Prior Authorization List Pharmacogenomics Prior Authorization List Oncology Package Adjunctive Specialty PA List Optional Prior Authorization Drug Quantity Management Advantage Plus Drug Quantity Management List Step Therapy Advantage Plus Step Therapy List Optional Step Therapy	No charge (included in base offering)

Optional Pharmacy Vaccination Program

In an effort to broaden the reach of vaccinations for flu and other diseases, Express Scripts offers a retail pharmacy vaccination program for our plan sponsors. Through this program, vaccines are more convenient and less expensive than physician office visits. Vaccinations are important to the maintenance of a healthy workforce and can lead to lower medical costs and less absenteeism due to illness. Each state has different regulations regarding what vaccines a pharmacist can administer, age restrictions, etc., but certified pharmacists can now administer influenza vaccines in all 50 states. Members are encouraged to contact their local pharmacy to verify the current vaccination schedule, availability, and any age restrictions.

The vaccinations shall adjudicate at the lower of:

(i)

	Participating Pharmacy INFLUENZA	Participating Pharmacy OTHER VACCINES
Ingredient Cost +	Participating Pharmacy Ingredient Cost as set forth in the Agreement	Participating Pharmacy Ingredient Cost as set forth in the Agreement
Dispensing Fee +	Participating Pharmacy Dispensing Fee as set forth in the Agreement	Participating Pharmacy Dispensing Fee as set forth in the Agreement
Professional Service Fee (PSF); cost for pharmacist to administer the vaccine	Pass-through (capped at \$15 per vaccine claim)	Pass-through (capped at \$20 per vaccine claim)
Vaccine Program Fee*	\$2.50 per vaccine claim	\$2.50 per vaccine claim

* The Vaccine Program Fee will be billed separately to MCHCP as part of the administrative invoice according to the billing frequency set forth in the Agreement. This Vaccine Program Fee will apply to any vaccine claims, whether at contracted rates or U&C, and is in addition to any per prescription drug claim administrative fee set forth in the Agreement.

No vaccine claims will be included in any guarantees set forth in the Agreement and/or amendments thereto.

or

- (ii) the combined ingredient cost, dispensing fee (if any) and professional service fee (if any) that the participating pharmacy generally charges an individual paying cash, without coverage for prescription drug benefits, plus the Vaccine Program Fee set forth above.

Billing and Payment

Billing Information*

Billing Frequency	Bi-weekly
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Payment Options

Wire Transfer	Payments must be transferred within two business days of receipt of Express Scripts' invoice/billing statement.
Automated Clearing House (ACH)	Payments must be made within two business days of receipt of Express Scripts' invoice/billing statement.
Pre-Authorized Debit Transaction	Funds must be available in MCHCP's bank account within 48 hours of receipt of Express Scripts' invoice/billing statement.

* Each client is subject to a standard credit evaluation.

Financial Disclosure to Express Scripts PBM Clients

This disclosure provides an overview of the principal revenue sources of Express Scripts, Inc. and Medco Health Solutions, Inc. (individually and collectively referred to herein as “ESI”), as well as ESI’s affiliates. In addition to administrative and dispensing fees paid to ESI by our clients for pharmaceutical benefit management (“PBM”) services, ESI and its affiliates derive revenue from other sources, including arrangements with pharmaceutical manufacturers, wholesale distributors, and retail pharmacies. Some of this revenue relates to utilization of prescription drugs by members of the clients receiving PBM services. ESI may pass through certain manufacturer payments to its clients or may retain those payments for itself, depending on the contract terms between ESI and the client.

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

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

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

Manufacturer Programs Formulary Rebates, Associated Administrative Fees, and PBM Service Fees – ESI contracts for its own account to obtain formulary rebates attributable to the utilization of certain brand drugs and supplies (and possibly certain authorized generics marketed under a brand manufacturer’s new drug application). Formulary rebate amounts received vary based on client specific utilization, the volume of utilization as well as formulary position applicable to the drug or supplies, and adherence to various formulary management controls, benefit design requirements, claims volume, and other similar factors, and in certain instances also may vary based on the product’s market-share. ESI often pays an amount equal to all or a portion of the formulary rebates it receives to a client based on the client’s PBM agreement terms. ESI or its affiliates may maintain non-client specific aggregate guarantees and may realize positive margin. In addition, ESI provides administrative services to contracted manufacturers, which include, for example, maintenance and operation of systems and other infrastructure necessary for invoicing and processing rebates, pharmacy discount programs, access to drug utilization data, as allowed by law, for purposes of verifying and evaluating applicable payments, and for other purposes related to the manufacturer’s products. ESI receives administrative fees from the participating manufacturers for these services. These administrative fees are calculated based on the price of the drug or supplies along with the volume of utilization and do not exceed the greater of (i) 4.58% of the average wholesale price, or (ii) 5.5% of the wholesale acquisition cost of the products. In its capacity as a PBM company, ESI also may receive other compensation from manufacturers for the performance of various programs or services, including, for example, formulary compliance initiatives, clinical services, therapy management services, education services, inflation protection programs, medical benefit management services, cost containment programs, discount programs, and the sale of non-patient identifiable claim information. This compensation is not part of the formulary rebates or associated administrative fees, and ESI may realize positive margin between amounts paid to clients and amounts received from pharmaceutical manufacturers. ESI retains the financial benefit of the use of any funds held until payment is made to the client.

Copies of ESI’s standard formularies may be reviewed at www.express-scripts.com/wps/portal/. In addition to formulary considerations, other plan design elements are described in ESI’s Plan Design Review Guide, which may be reviewed at www.express-scripts.com/wps/portal/.

ESI Subsidiary Pharmacies – ESI has several licensed pharmacy subsidiaries, including our specialty pharmacies. These entities may maintain product purchase discount arrangements and/or fee-for-service arrangements with pharmaceutical manufacturers, wholesale distributors, and other health care providers. These subsidiary pharmacies contract for these arrangements on their own account in support of their various pharmacy operations. Many of these subsidiary arrangements relate to services provided outside of PBM arrangements, and may be entered into irrespective of whether the particular drug is on one of ESI's national formularies. Discounts and fee-for-service payments received by ESI's subsidiary pharmacies are not part of the PBM formulary rebates or associated administrative fees paid to ESI in connection with ESI's PBM formulary rebate programs. However, certain purchase discounts received by ESI's subsidiary pharmacies, whether directly or through ESI, may be considered for formulary purposes if the value of such purchase discounts is used by ESI to supplement the discount on the ingredient cost of the drug to the client based on the client's PBM agreement terms. From time to time, ESI and its affiliates also may pursue and maintain for its own account other supply chain sourcing relationships not described below as beneficial to maximize ESI's drug purchasing capabilities and efficiencies, and ESI or affiliates may realize an overall positive margin with regard to these initiatives.

The following provides additional information regarding examples of ESI subsidiary discount arrangements and fee-for-service arrangements with pharmaceutical manufacturers, and wholesale distributors:

ESI Subsidiary Pharmacy Discount Arrangements – ESI subsidiary pharmacies purchase prescription drug inventories, either from manufacturers or wholesalers, for dispensing to patients. Often, purchase discounts off the acquisition cost of these products are made available by manufacturers and wholesalers in the form of either up-front discounts or retrospective discounts. These purchase discounts, obtained through separate purchase contracts, are not formulary rebates paid in connection with our PBM formulary rebate programs. Drug purchase discounts are based on a pharmacy's inventory needs and, at times, the performance of related patient care services and other performance requirements. When a subsidiary pharmacy dispenses a product from its inventory, the purchase price paid for the dispensed product, including applicable dispensing fees, may be greater or less than that pharmacy's acquisition cost for the product net of purchase discounts. In general, our pharmacies realize an overall positive margin between the net acquisition cost and the amounts paid for the dispensed drugs.

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

Other Manufacturer Arrangements – ESI also maintains other lines of business that may involve discount and service fee relationships with pharmaceutical manufacturers and wholesale distributors. Examples of these businesses include a wholesale distribution business, group purchasing organizations (and related group purchasing organization fees), a medical benefit management company, and United BioSource Corporation (“UBC”). Compensation derived through these business arrangements is not considered for PBM formulary placement, and is in addition to other amounts described herein. Of particular note, UBC partners with life sciences and pharmaceutical companies to develop, commercialize, and support safe, effective use and access to pharmaceutical products. UBC maintains a team of research scientists, biomedical experts, research operations professionals, technologists and clinicians who work with clients to conduct and support clinical trials, create, and validate and administer pre and post product safety and risk management programs. UBC also works on behalf of pharmaceutical manufacturers to provide product and disease state education programs, reimbursement assistance, and other support services to the public at large. These service fees are not part of the formulary rebates or associated administrative fees.

Third Party Data Sales – Consistent with any client contract limitations, ESI or its affiliates may sell HIPAA compliant information maintained in their capacity as a PBM, pharmacy, or otherwise to data aggregators, manufacturers, or other third parties on a fee-for-service basis or as a condition of discount eligibility. All such activities are conducted in compliance with applicable patient and pharmacy privacy laws and client contract restrictions.

October 1, 2015

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



Express Scripts Manufacturer Payment Disclosure

For the last publicly reported fiscal year (2014), Express Scripts Total Product Revenue exceeded \$100,887,100,000 (rounded to the nearest million). For the same reporting period, Express Scripts Total Manufacturer Payments equaled \$11,526,241,524. Of that total, approximately 80% was attributable to Manufacturer Formulary Payments and approximately 20% was attributable to Manufacturer Additional Payments. Express Scripts reports this information on a quarterly and annual basis to clients that receive amounts through their contracted PBM arrangement with Express Scripts attributable to formulary rebates earned by Express Scripts.

Express Scripts Total Product Revenue	Express Scripts' total net revenue, which consists principally of sales of prescription drugs to clients, either through Express Scripts' network of contracted retail pharmacies or through Express Scripts' mail order pharmacies.
Express Scripts Total Manufacturer Payments	All compensation or remuneration earned by Express Scripts from pharmaceutical manufacturers, including, but not limited to, rebates, regardless of how characterized, and administrative or management fees.
Percentage of Manufacturer Payments that are Manufacturer Formulary Payments	Manufacturer payments earned by Express Scripts that are in return for or part of formulary placement, or that are characterized as "formulary" or "base" rebates, divided by Express Scripts Total Manufacturer Payments.
Percentage of Manufacturer Payments that are Manufacturer Additional Payments	All manufacturer payments earned other than "formulary" or "base" rebates, divided by Express Scripts Total Manufacturer Payments.

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Appendix A

"Per Diem" The Specialty Drugs designated above incur an additional charge to cover costs of all supplies, equipment (e.g., pumps), and clinical monitoring required to administer the Specialty Drugs.

Therapeutic Class	Brand Name	Billing Code	Nursing & Per Diem
Immune Deficiency	All	S9338	\$65.00 / Infusion
Metabolic Disorder	All	S9357	\$65.00 / Infusion
PAH	Flolan, Veletri and Remodulin	S9347	\$65.00 / Day
PAH	Epoprostenol Sodium (Generic Flolan)	S9347	\$65.00 / Day
PAH	Ventavis	S9379	\$65.00 / Day
PAH	Tyvaso	S9061	\$30.00 / Day
Pulmonary	All	S9346	\$55.00 / Infusion
Nursing Rates	All drugs/therapies requiring nursing	99601 99602	\$150.00 per initial visit up to two(2) hours/\$75.00 per additional hour or a fraction thereof

Specialty Net Effective Discount Guarantees For Mail Order Channel

ESI guarantees that the overall annual Net Effective Discount for the products listed on the Specialty Price List that were dispensed through the mail order channel excluding Limited Distribution and Exclusive products will be at least **AWP (-) minus 18.00%** for MCHCP. Within ninety days (90) following the end of each contract year ESI will calculate the actual net effective discount for the products listed on the Specialty Price List that were dispensed through the mail order channel to determine if the guarantee has been met. If the actual overall Net Effective Discount is less than the guaranteed Net Effective Discount ESI will reimburse MCHCP the full dollar amount of the difference between the actual and guaranteed Net Effective Discounts. MCHCP will retain any amount that the actual Net Effective Discount exceeds the guaranteed Net Effective Discount. The calculation for the actual Net Effective Discount will be as follows: ((Total Ingredient Cost for the products listed on the Specialty Price List)) minus 1. This guarantee is contingent on MCHCP's continued participation in the current exclusive specialty arrangement.

1. The Client will receive 100% of Total Specialty Rebates.
2. The Client will receive 100% of the Specialty Manufacturer's Administrative Fee.
3. **FOR RRA EXCLUSIVE OFFERS:** This proposal is contingent on ESI being the exclusive provider of Specialty Drugs through mail, (e.g. US Postal Service, FedEx,



- or other similar couriers), or the client's continued participation in the Specialty RRA program. This proposal may be modified based upon state law requirements.
4. ESI reserves the right to modify these lists and rates based on changing industry conditions upon written notice.
 5. Specialty Mail Pricing Offer assumes a days' supply consistent with the Accredo Days' Supply Program.
 6. The above drugs assume all forms and strengths with the exception of bulk chemicals and powders, including follow on generics. With the exception of the following:
Oral forms of BONIVA(ibandronate sodium), Progesterone, and
DDAVP(desmopressin acetate) are not considered specialty. Topical forms of
Prograf and Astagraf (tacrolimus) are not considered specialty.
 7. Specialty pricing is contingent on the Client's participation in the National Preferred Formulary.
 8. Lower of Logic: mail specialty claims will adjudicate at the lower of AWP or MAC.



**MEDICARE PART D
PHARMACY BENEFIT
MANAGEMENT SERVICES
EMPLOYER GROUP WAIVER PLAN
PRICING PROPOSAL
FOR**

Missouri Consolidated Health Care Plan

**Proposal Date:
05/05/2016**

**Plan Effective Date:
1/1/2017**

**Plan Expiration Date:
12/31/2021**

All of the materials in this proposal and any materials subsequently disclosed in any media form that relate to this proposal ("Proposal Materials") are confidential and the sole and exclusive proprietary property of Express Scripts Holding Company, and all rights, titles and interests are vested in Express Scripts. The Proposal Materials are provided to Missouri Consolidated Health Care Plan for your exclusive use, and for the sole purpose, to evaluate Express Scripts prescription-drug program. The Proposal Materials may not be distributed, copied or made available for review or use to any other party. If you use any consultant or other party to review the Proposal Materials, you may divulge the Proposal Materials to them on the condition that each recipient agrees to be bound by the restrictions Express Scripts has placed on the use and disclosure of the Proposal Materials. This disclaimer is applicable to any recipient assisting or participating in the evaluation of these Proposal Materials on behalf of Missouri Consolidated Health Care Plan.

Retail Pharmacy Network and Home Delivery Pricing

Medco Containment Life Insurance Company, and Medco Containment Insurance Company of New York (hereafter referred to as "Express Scripts Medicare") is pleased to provide the following financial package to be the exclusive Medicare Part D PDP Administrator for Missouri Consolidated Health Care Plan's Employer Group Waiver Plan, effective date of January 1, 2017. The Express Scripts Medicare Part D Standard Retail Network has been established in accordance with all CMS requirements and currently has over 66,000 participating pharmacies. All major chains are represented, as well as Home Infusion, Indian/Tribal Health Service, and Long Term Care Pharmacies. Our Medicare Part D retail network must be used with MCHCP's plan.

If MCHCP engages the services of a benefits broker or consultant to advise MCHCP or otherwise provide services to MCHCP in connection with the Employer Group Waiver Plan, and if MCHCP wishes to have Express Scripts Medicare facilitate payment to such benefits broker or consultant on behalf of MCHCP, MCHCP and the client's benefits broker must return a fully executed copy of the letter, located at the end of this pricing Proposal, prior to Express Scripts Medicare initiating the contracting process. Express Scripts Medicare will not facilitate per-script, any other percentage based, or "per click" arrangements.

Medicare Premier Access Network Participating Pharmacies	1-83 Days Supply	84-90 Days Supply*
Brand Average Annual Discount Guarantee	Pass-through Guarantee average: 2017: AWP-17.30% 2018: AWP-17.50% 2019: AWP-17.70% 2020: AWP-17.90% 2021: AWP-18.10%	Pass-through Guarantee average: AWP -23.00%
Generic Average Annual Discount Guarantee	Pass-through Guarantee average: 2017: AWP-80.00% 2018: AWP-80.25% 2019: AWP-80.50% 2020: AWP-80.75% 2021: AWP-81.00%	
Brand Dispensing Fee/Rx Guarantee	Pass-through Guarantee average: \$0.75	Pass-through Guarantee average: \$0.00
Generic Dispensing Fee/Rx Guarantee	Pass-through Guarantee average: \$0.75	Pass-through Guarantee average: \$0.00
Administrative Fee/Rx	\$0.05	\$0.05

Claims will be processed at the lower of the applicable AWP discount, MRA (if applicable), or U&C (retail only).

* Participating Pharmacies: the "84-90 Days' Supply" is only applicable to certain Participating Pharmacies that have agreed to rates to dispense "84-90 Days' Supply" of Covered Products.

Home Delivery Services	
Brand AWP Discount	AWP-24.50%
Generic AWP Discount	The Lower of AWP-24.50% or MRA Guarantee Average: 2017: AWP-84.00% 2018: AWP-84.25% 2019: AWP-84.50% 2020: AWP-84.75% 2021: AWP-85.00%
Brand Dispensing Fee/Rx	\$0.00
Generic Dispensing Fee/Rx	\$0.00
Administrative Fee/Rx	\$0.05

Rebates

	Retail Pharmacy 1-83 Days Supply	Retail Pharmacy 84-90 Days Supply	Home Delivery
Rebate Share (%)	100%	100%	100%
Manufacturer Admin Fee Share (%)	100%	100%	100%
Rebate Guarantee / Brand Rx	Greater of 2017: \$85.63 2018: \$102.85 2019: \$121.56	Greater of 2017: \$301.17 2018: \$361.57 2019: \$430.53	Greater of 2017: \$301.17 2018: \$361.57 2019: \$430.53
All Plan Designs	2020: \$142.52 2021: \$164.68 or 100%	2020: \$504.79 2021: \$585.79 or 100%	2020: \$504.79 2021: \$585.79 or 100%

I/T/U and IHS Prescription Services

Pass through pricing. Rates vary by state.

Long Term Care and Home Infusion Services

Long Term Care Network Providers	Pricing
Brand Discount	Pass through with estimated annual discount of AWP-10.18%
Generic Discount	Pass through with estimated annual discount of AWP-10.18%
Brand Dispensing Fee/Rx	Pass through with estimated dispensing fee of \$4.50/rx
Generic Dispensing Fee/Rx	Pass through with estimated dispensing fee of \$4.50/rx
Administrative Fee/Rx	\$0.05

Home Infusion	Pricing*
Brand Discount	Pass through with estimated annual discount of AWP-10.18%
Generic Discount	Pass through with estimated annual discount of AWP-10.18%
Brand Dispensing Fee/Rx	Pass through with estimated dispensing fee of \$0.00/rx
Generic Dispensing Fee/Rx	Pass through with estimated dispensing fee of \$0.00/rx
Administrative Fee /Rx	\$0.05

Express Scripts' Specialty Offering

	Participating Pharmacies	Express Scripts Specialty Pharmacy Open
Discount Guarantee	NA	AWP-16.00%

	Participating Pharmacies	Express Scripts Specialty Pharmacy Open
Dispensing Fee/Rx	Pass Through	\$0.00
Administrative Fee/Rx	\$0.05	\$0.00

Specialty Rebate Guarantee		Participating Pharmacies	Express Scripts Specialty Pharmacy Open
Rebates - Current Med D Formulary	Rebate Share (%)	100%	100%
	Manufacturer Admin Fee Share (%)	100%	100%
	Rebate Guarantee / Brand Rx All Plan Designs	Greater of 2017: \$100.00 2018: \$125.00 2019: \$150.00 2020: \$150.00 2021: \$150.00 or 100%	Greater of 2017: \$700.00 2018: \$725.00 2019: \$750.00 2020: \$750.00 2021: \$750.00 or 100%

Open Specialty Option

Under the Open specialty option, patients may obtain specialty products through either the Express Scripts Specialty Pharmacy, when available, or participating pharmacies at the reimbursement rates set forth in [Appendix A](#).

Specialty products will not be available through the Express Scripts Pharmacy; however, we will route any specialty scripts that come to our mail order facilities to the Express Scripts Specialty Pharmacy in a way that is seamless to the patient.

The current specialty drug list with pricing is provided in [Appendix A](#). Note that this list is current as of the date of this proposal. This list will change continually as new specialty drugs enter the market or the Express Scripts Specialty Pharmacy gains access to additional limited distribution products. On a monthly basis, Express Scripts will communicate new drug additions that occurred throughout the previous month as well as their applicable discount rates.

Pricing does not include home infusion supplies and services unless otherwise noted.

Limited Distribution Drugs

Distribution of a small number of all specialty drugs is limited by the manufacturer to specific pharmacy providers. These drugs are not available through the Express Scripts Specialty Pharmacy. If the Express Scripts Specialty Pharmacy receives a prescription for one of these Limited Distribution medications, the Express Scripts Specialty Pharmacy will:

- Determine the pharmacy that is able to dispense the medication.
- Validate that the pharmacy is contracted to provide the medication based on the patient's insurance information, and:
 - Work with the patient and prescribing physician to initiate the transfer of the script to the appropriate pharmacy for fulfillment, or
 - Provide the patient and physician with information regarding possible patient assistance programs.

The cost of the medication will be billed through your regular invoice if the medication is a covered product.

Updates

Express Scripts updates the specialty drug lists as new products are introduced to the market or as Express Scripts Specialty Pharmacy gains access to additional limited distribution drugs. Express Scripts provides a monthly notice of added drugs. Pricing for these new products will be determined by Express Scripts, and MCHCP will have the option of covering the medication. The full current list is always available on request from your account team.

Express Scripts' Inflation Protection Program

Under the Inflation Protection Program, ESI will guarantee (the "Inflation Rate Guarantee") that Sponsor's Brand Drug AWP inflation (as calculated below) will not exceed 11.0% (the "Inflation Cap") for the initial Contract Year of this Agreement. The Inflation Cap for subsequent years, should Sponsor continue to participate, shall be the greater of: (i) the preceeding year's Inflation Cap or (ii) the actual Calendar Year Inflation Rate (CYIR) of the preceding calendar year; and may be adjusted up or down based on differences in Sponsor's individual mix and utilization. If the Inflation Rate Guarantee is not met, ESI will make a client inflation payment to Sponsor calculated as follows: $(\text{Calendar Year Inflation Rate} - \text{Inflation Cap}) * \text{Adjusted Base AWP} * \text{Effective Discount}$ (the "Inflation Guarantee Payment"). Any payment owed will be issued within 180 days following the end of the applicable calendar year. To remain eligible for the inflation guarantee payment in a given calendar year, your plan's formulary compliance for Brand Drugs must average at least 85% on total utilization for that calendar year.

For the purposes of the Inflation Protection Program, the following definitions will apply:

- "Adjusted Base AWP" shall mean the Prior Calendar Year AWP (PCYA) adjusted to account for total quantity changes between the prior year and the current year. Adjusted Base AWP will be calculated as follows $(\text{PCYA} / \text{Prior Year Brand Quantities}) * \text{Current Year Brand Quantities}$.
- "Current Calendar Year AWP" or "CCYA" shall be equal to the aggregate weighted average Brand Drug AWP amount for the calendar year for which the Inflation Guarantee is being calculated, adjusted for the previous year's dispensed Brand Drug quantities. CCYA shall be calculated as the sum of the average unit AWP for each Brand Drug dispensed in the current calendar year multiplied by the quantities of each such Brand Drug dispensed in the preceding calendar year.
- "Current Year Brand Quantities" shall be equal to the aggregate quantities of each Brand Drug used in the calculation of CCYA dispensed during the calendar year for which the Inflation Guarantee Payment is being calculated.

- “Calendar Year Inflation Rate” or “CYIR” shall be expressed as a percentage, and calculated as (CCYA/PCYA) - 1.
- “Effective Discount” is the effective discount Sponsor has received (including the impact of Rebates and Manufacturer Administrative Fees (if applicable) on Brand Drugs dispensed during the calendar year for which the Inflation Guarantee is being calculated. The Effective Discount will be expressed as a percentage and calculated as (Net Ingredient Cost paid by Sponsor for all Brand Drugs in the applicable calendar year – Rebates received by Sponsor) / Aggregate AWP for all Brand Drugs dispensed in the applicable year.
- “Prior Calendar Year AWP” or “PCYA” shall be equal to, for the same Brand Drug NDCs used for the “CCYA” calculation, the average Brand Drug AWP amount for such NDCs during the calendar year immediately preceding the calendar year for which the Inflation Guarantee payment is being calculated.
- “Prior Year Brand Quantities” shall be equal to the aggregate quantities of each Brand Drug used in the calculation of CCYA dispensed during the calendar year prior to the year for which the inflation guarantee is being calculated.

The formulary compliance percentage will only be changed if MCHCP does not meet this requirement. If Express Scripts adjusts the Inflation Protection guarantee respectively, the Express Scripts Account Team will communicate this to MCHCP each year when the guarantees are set for the following year. The timeframe for communicating to clients is in October/early November.

If the Inflation Guarantee is not met (in other words, if the actual calendar year inflation rate is higher than the inflation cap, Express Scripts will pay an Inflation Guarantee Payment to MCHCP.

The Inflation Guarantee Payment will be calculated by Express Scripts and, if owed, Express Scripts will pay the Inflation Guarantee payment within 180 days following the end of the applicable calendar year. In order to be eligible for the Inflation Guarantee payment for a given calendar year, MCHCP must average at least 86% after the initial year of the contract formulary compliance on its total Brand AWP for the calendar year.

Formulary compliance is calculated based on formulary brand AWP divided by the total brand AWP.

Terms and Conditions of the Inflation Protection Program

The following claims will be excluded from all calculations related to the Inflation Protection Program: Medicare claims, Medicaid claims, any other government health care program claims, OTCs, member submitted claims, subrogation claims, compounds, generic drugs, claims submitted by MCHCP owned, in-house, or on-site pharmacies, 340B claims, claims submitted through a 100% member cost-share program, biosimilars, drugs where the quantity or packaging has been changed by the manufacturer from the past year, and drugs for which there was no utilization in the calendar year prior to the calendar year for which the Inflation Guarantee payment is being determined.

If MCHCP makes material changes to its formulary or benefit design that negatively impact Express Scripts' ability to control inflation relative to MCHCP's formulary drug mix, then Express Scripts reserves the right to make an equitable adjustment to the Inflation Guarantee. MCHCP will notify Express Scripts at least thirty days prior to any formulary or benefit design change. ESI will then notify MCHCP within ten days of such notice whether such change would have a negative impact on Express Scripts ability to control inflation, whether such change would necessitate an equitable adjustment to the Inflation Guarantee, and, if so, the extent of that change. Express Scripts shall provide information supporting an equitable adjustment necessitated by the change.

Express Scripts' Inflation Protection Program, and the underlying economics, is separate and apart from, rebates and manufacturer administrative fees and the amounts described above will be paid to MCHCP in addition to any rebate payments to which MCHCP is entitled. MCHCP will not be entitled to receive any amounts related to drug price inflation or a related guarantee

other than as set forth above. ESI contracts for inflation payments from manufacturers for its own account and ESI may realize positive margin between amounts paid to Sponsors and amounts received from pharmaceutical manufacturers. Conversely, ESI may realize negative margin if inflation payments from manufacturers are less than payments due to Sponsor.

No payments will be made to MCHCP unless MCHCP has an executed PBM agreement with Express Scripts.

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 Sponsor 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.

Generic Dispensing Rate Guarantee

The following is an example of the Generic Dispensing Rate (GDR) Guarantee Express Scripts is proposing for MCHCP's commercial business.

Proposed Generic Dispensing Rate Guarantees

	Contract Year 1	Contract Year 2 increment*	Contract Year 3 increment*	Contract Year 4 increment*	Contract Year 5 increment*
Retail GDR	89.0%	+0.10%	+0.10%	+0.10%	+0.10%
Mail GDR	89.0%	+0.10%	+0.10%	+0.10%	+0.10%

* The generic dispensing rate guaranteed percentage in contract years two, three, four and five will be set to the previous year's actual generic dispensing rate plus the increment guaranteed for retail and mail in the table above.

Calculation of Generic Dispensing Rates and Penalty

Retail and mail generic dispensing rates by contract year will be calculated as total retail non-specialty generic claims divided by total non-specialty retail claims, and total mail non-specialty generic claims divided by total non-specialty mail claims.

The total dollar penalty in any contract year reflects the generic dispensing rate shortfall for that contract year (retail or mail), the actual claim volume for that year (retail or mail), and a penalty factor for that contract year (retail or mail). Specifically, the penalty will be calculated as the generic dispensing rate shortfall (if any) times the actual claim volume times the penalty factor.

The generic dispensing rate shortfall for a contract year will be calculated as the guaranteed generic dispensing rate for the contract year minus the actual generic dispensing rate for the contract year. Separate calculations will be performed for retail and mail, and for each contract year. Penalty factors are provided in the following table:

Penalty Factors

	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5
Retail GDR	\$185.37	\$202.44	\$219.38	\$241.09	\$265.15
Mail GDR	\$348.07	\$380.68	\$417.60	\$455.47	\$498.82

Reconciliation Period

Reconciliation will be completed annually, within 90 days of the end of each contract year.

Retail and Mail Offset

The reconciliation is based upon total integrated account performance. Positive performance against the retail guarantees will offset negative performance against the mail guarantee and vice versa.

Conditions

- Claims data provided by MCHCP is representative of aggregate claims experience
- Current utilization management programs or equally effective ones will remain in place
- Standard Express Scripts formulary assumed
- Consistent demographics and geography of the membership
- Benefit design changes will not reduce the current co-payment advantage of generics over brands or reduce the availability of generics

Pharmacy Management Fund (PMF)

- ESI will provide a one-time amount, up to \$7.50 per member implemented as of the effective date, not to exceed \$150,000, to reimburse MCHCP for the actual, fair market value of expense items and services related to managing the pharmacy benefit, such as ID Cards, IT programming, formulary letters, member communications, and benefit set-up quality assurance. MCHCP may use PMF to pay for clinical program fees included in MCHCP's administrative fee invoice.
- Any PMF not utilized during a term (one contract year) of the Contract may be utilized and rolled over during any renewal term.
- MCHCP must submit adequate documentation of any applicable implementation expenses within 180 days of implementation, at which time a final reimbursement of eligible expenses will be made. Adequate documentation of any expenses not related to implementation must be submitted prior to contract termination for reimbursement. Expenses for reimbursable items or services must be incurred by MCHCP and submitted along with adequate documentation supporting the item or service performed in order to be considered for reimbursement in accordance with Express Scripts' standard PMF policies. All reimbursement under the PMF is subject to Express Scripts' standard PMF business practices for all clients.
- If the agreement terminates for any reason other than breach of the agreement by Express Scripts, MCHCP shall reimburse Express Scripts any amounts paid that have not been amortized by the effective date of termination.

Pricing Assumptions

- Rebate amounts assume 100% of members, for an individual client, are included in the proposed benefit plan design(s). In addition, Member Submitted Claims, Subrogation Claims, OTC products, claims older than 180 days, and claims pursuant to a 100% Member Copayment plan are also excluded for the purposes of Rebate payments.
- Effective date of 01/01/2017.
- Quoted fees and services are based on a one-year (5-year) contract or co-term with commercial agreement and valid for 90 days from the date of the proposal; such fees are thereafter guaranteed for the term of the one-year (5-year) contract, subject to terms and conditions stated herein and in the PBM Agreement.
- Minimum of 13,000 lives will be implemented on the effective date with claims experience consistent with the data provided with the RFP. None of the membership to be enrolled is based on a 100% copayment benefit plan or high deductible health plan.
- Current RationalMed program is included in quoted administrative fee per claim.
- The pricing quoted assumes MCHCP continued use of Express Scripts' Standard Medicare Premier Access Network.
- Rebates are paid only upon receipt of a signed contract.
- The rebate guarantee does not apply to claims processed through staff model/hospital pharmacies where such pharmacy is subject to its own manufacturer contracts (rebate or purchase discounts), or through pharmacies that participate in the Federal government pharmaceutical purchasing program.
- In addition, member-submitted claims, subrogation claims, biosimilar products, OTC products, claims older than 180 days, and claims pursuant to a 100% Member copayment plan are also excluded for the purposes of rebate payments.
- MCHCP will be responsible for any claims paid by Express Scripts as part of the State to Payer and/or Payer to Payer Reconciliations.
- Rebate allocations will be made quarterly within approximately 150 days from the end of the quarter. Guarantee will be reconciled in aggregate annually with any payment due to MCHCP made within 180 days from the end of each annual period.
- None of the membership to be enrolled is based on a 100% copayment benefit plan.
- If the Pricing Source discontinues the reporting of AWP or materially changes the manner in which AWP is calculated, then Express Scripts reserves the right to make an equitable adjustment as necessary to maintain the parties' relative economics and the pricing intent of this Agreement.
- The guarantee will be calculated as: [1-(total discounted AWP ingredient cost (excluding dispensing fees and claims with ancillary charges, and prior to application of copayments) of applicable prescription drug claims for the annual period divided by total undiscounted AWP ingredient cost (both amounts will be calculated as of the date of adjudication) for the annual period]]. OTC, U&C, compounds, member submitted claims, subrogation claims, vaccines, specialty products, biosimilar products, long term care pharmacy claims, home infusion, and products filled through in-house or 340b pharmacies (if applicable) are excluded from the guarantee.
- MCHCP agrees to continue with Express Scripts' Premier Access Formulary in order to be eligible for rebates, whether rebates are paid or applied. Drugs and supplies included on the selected formulary may be modified by Express Scripts from time to time as a result of factors, including, but not limited to, medical appropriateness, manufacturer rebate arrangements, and patent expirations.
- Express Scripts reserves the right to amend the price quotation set forth herein if there is a material change in the number of persons included in the prescription drug program or any material change in the benefit plan from that which was presented to Express Scripts and upon which this price quotation is based.
- The Specialty Pricing offered assumes a days' supply consistent with the Express Scripts Specialty Pharmacy Clinical Days' Supply Program.
- Under its Rebate program, Express Scripts may implement Express Scripts' formulary management programs and controls, which may include, among other things, cost-containment initiatives, and communications with Members, participating pharmacies, and/or physicians. Express Scripts reserves the right to modify or replace such programs from time to time. Guaranteed rebate amounts, if any, are conditioned on adherence to various formulary management controls, benefit design requirements, claims volume, and other factors stated in the applicable pharmaceutical manufacturer agreements, as communicated by Express Scripts to Sponsor from time to time. If any government action, change in law or regulation, change in the interpretation of any law or regulation, or any action by a pharmaceutical manufacturer has an adverse effect on the availability of rebates, then Express Scripts may make an adjustment to the rebate terms and guaranteed rebate amounts, if any, hereunder.

- Rebate guarantees assume that the current benefit plan design or the new benefit plan design as disclosed by the client will be implemented at the time these guarantees go into effect. Rebate guarantees are subject to adjustment if any clinical or trend programs intended to drive higher generic or OTC utilization are currently in place without Express Scripts' knowledge of both the program and the drugs within the program. Rebate guarantees are also subject to adjustment if the client chooses to implement any clinical or trend management programs intended to drive higher generic or OTC utilization during the course of the contract. Rebates are paid only upon receipt of a signed contract.
- For each eligible Brand Drug prescription-drug claim, ingredient cost will be calculated at the lesser of the applicable U&C or AWP discount price in determining the discount achieved for purposes of the guarantee, including 100% member copayment (claims where full cost is paid by member).
- For each eligible Generic Drug prescription-drug claim, ingredient cost will be calculated at the lesser of the applicable U&C, MRA (if applicable), or AWP discount price in determining the discount achieved for purposes of the guarantee, including 100% member copayment (claims where full cost is paid by member).
- The application of brand or generic/MRA pricing may be subject to certain "dispensed as written" (DAW) protocols and MCHCP- defined plan design and coverage policies for adjudication and Member copayment purposes.
- In addition, member submitted claims, subrogation claims, biosimilar products, OTC products, claims older than 180 days, and claims pursuant to a 100% Member copayment plan are also excluded for the purposes of rebate payments.
- To the extent the assumptions are incorrect as of the implementation date of this Agreement, or MCHCP changes its benefit design or formulary during the term of the Agreement, the guarantee will be equitably adjusted if there is a material impact on the generic discount achieved.
- Express Scripts will pay MCHCP the difference attributable to any shortfall between the actual result and the guaranteed result. For pricing guarantees, the only offsetting will be on retail generic discount guarantees, as retail 1-83 and retail 84-90 will be considered one combined retail generic guarantee. Rebate guarantees are measured in the aggregate and reconciled annually.

EGWP Plus Services

EGWP Plus Administrative Fee

\$8.00 PMPM

Express Scripts' EGWP Plus administrative fee includes the following services:

Implementation

Implementation and support for up to one plan design

Incremental Cost for implementing multiple plan designs - \$5,000 per plan design per year

Medicare Part D Formulary and Network Management

Contracting of retail, long term care, and home infusion networks to conform to CMS access requirements

Establishment of a CMS approved Formulary and P&T Committee support

Formulary management and change notification communications

Administration of manufacturer rebate contracts in compliance with CMS requirements

Electronic Prescribing

Electronic Prescribing – Core Services

Claims Processing

Electronic Claims Processing

Enrollment Management

Electronic Eligibility submission

Initial enrollment, age-in members, low-income management

Eligibility/Enrollment status reporting

Home Delivery Services

Processing and delivery of prescriptions received via Internet, fax, phone or mail

Prescription Delivery - Standard

Therapeutic Resource Center services where appropriate

Mail Programs where appropriate

Participation in Mail Marketing Programs where appropriate

Refill orders received by phone or Internet 24 hours a day, 7 days a week

Handling and postage expense of mail-order prescriptions. If postage rates (i.e., U.S. mail and/or applicable commercial courier services) increase during the term of this Agreement, the Dispensing Fee will be increased to reflect such increase(s)

Braille prescription labels for visually impaired

Communication/educational materials included in medication packages:

- Summary statement of benefit account
- Drug Information Leaflet with each new prescription
- Buck slips highlighting benefit components
- Pre-addressed pharmacy order form/envelope
- Refill or renewal form (when appropriate)

Specialty Pharmacy Services

Clinical support, including:

- Patient tele-counseling from specially trained pharmacists and nurses
- Care management including information and support directly to the patient
- Coordination of care with the patient's case manager and/or home care agency
- Specialty drug educational materials and product information

Toll-free telephone line for members using specialty drugs

Ancillary supplies (such as needles and syringes) provided with self-inject able medications

Logistics coordination of delivery to patient's home or physician's office

Express delivery to physician's office or patient's home

- Standard two-day delivery
- Overnight delivery if required by physician (excluding Sundays)

Comprehensive drug utilization management review applied to specialty pharmacy related medical and prescription claims

Enhanced physician services including communication materials, forms, informational hotline

Analysis of integrated pharmacy and medical claims databases to identify persons using specialty medications.

Targeted communications, including:

- An initial mailing upon enrollment notifying members of the change in plan coverage;
- Follow-up mailings and outbound phone calls notifying members of their eligibility for services from the specialty pharmacy

Additional services available:

Mailings direct to members, physicians or plan location - Quoted Upon Request

Medicare Processing and Reporting Services

Interaction with CMS and federal agencies to ensure compliance and applicable laws

Manage contact with CMS

Evaluate actuarial equivalence upon request

Processing, reconciliation, and reporting of CMS Direct Subsidy, CMS Low-Income Premium and Cost-Sharing, Coverage Gap Discount Payments, and CMS Catastrophic Reinsurance (subject to plan design)

LIS Premium Refund Service

Subsidies will only be received on behalf of members approved by CMS as eligible for the PDP. Any member rejected by CMS will not be eligible for any of the subsidies outlined above. To the extent that CMS, for any reason, re-opens a reconciliation window with the PDP, the PDP has the right to re-open reconciliation with the client for any of the above subsidies

Client management and financial reporting

Preparation of all data necessary to meet Medicare Part D Reporting Requirements

Development and transmission of applicable files to CMS as part of program administration

All CMS reporting requirements related to rebates, network access, TrOOP, clinical program management, claims administration, operational compliance, and other reports as required by CMS

Maintenance and support of CMS "Prescription Drug Event" (claim) process

- Maintenance and distribution of PDE files
- Process to manage CMS responses
- Resolution of PDE rejects

Support of up to one regulatory audit CMS might perform on behalf of MCHCP if applicable

Website

Express-Scripts.com for Clients & Advisors — access to:

- Reporting tools
- Eligibility Member status reporting
- Contact directory
- Sales and marketing information
- Benefit and enrollment support secured through Risk Base Authentication

Express-Scripts.com for Members — access to

- Benefit, drug, health and wellness information
- Prescription ordering capability
- Customer service

Account and Member Service

Assigned account team

Annual pharmacy benefit strategic planning with quarterly review

Medicare Call-Center Services including support for client's open enrollment (open enrollment support is dependent on MCHCP submitting benefit information within the required timeframe for support)

Grievance management

Centralized administration for payment of claim and administrative fees

Training for online tools

Care and Safety Management Education

Member Communications

Development of communication templates, customer service scripting, and other communication tools

Development of template language to be included in open enrollment materials

Mailing of Medicare required member communications, as applicable.

- Pre-notification Letters (Including benefit overview)

New Enrollee Packets

- Member ID card
- Quick Reference Guide
- Welcome Letter
- Benefit Overview
- Evidence of Coverage (EOC)
- Formulary Guidebook
- Pharmacy directory
- HIPAA Notice
- Home Delivery Order Form

On-Going

- Transition Supply Letters
- Explanation of Benefits (EOBs)
- Medication Therapy Management (MTM) Letters
- Coverage Determination Letters
- Grievance and Appeals Letters
- Low Income Subsidy (LIS) Riders
- Late Enrollment Penalty (LEP) Attestation Letters
- Enrollment/Disenrollment Letters
- 60 Day Formulary Notification Letters
- Other CMS required notifications

Renewal Member Packet

- Annual Notice of Changes (ANOC)
- Evidence of Coverage (EOC)
- Formulary Guidebook
- Home Delivery Order Form

Clinical Services

Concurrent Drug Utilization Reporting (DUR)

Retrospective DUR

Medication Therapy Management and reporting

Fraud, Waste, and Abuse Program

CMS Approved Utilization Management Programs including Drug Quantity Management, Prior Authorization, and Step Therapy

Participating Pharmacies

Pharmacy Audit

Pharmacy Help Desk

Pharmacy Network Management

Network Development Upon Request

Pharmacy Reimbursement

The administrative fee associated with this proposal is based on all known CMS and other regulatory and operational requirements as of the date of this document. Should CMS introduce additional requirements that substantially change the cost to deliver the services described here, Express Scripts will disclose those changes in writing to MCHCP and along with any associated changes in the administrative fee.

Additional PBM Services

Additional PBM Services	Fees
Claims Processing	
Member Submit Fee (includes Medicaid subrogation claims)	\$10.00 per claim
Custom Client Reporting	
Custom Ad Hoc Reports – applies for reporting outside of self services reporting tool	\$150 per hour; minimum \$500 charge
Single Sign-In	
Standard SSO	No charge (included in base offering)
Add Web Services <ul style="list-style-type: none"> Enables client to display actionable alerts from Express Scripts to their home website Integrates certain functions such as claims summary, pharmacy location 	minimum \$15,000 upcharge, depending on nature of web service
Add Single Identifier <ul style="list-style-type: none"> Includes a single identifier value (SSO ID) that must match pass-thru eligibility 	\$5,000 upcharge
Formulary Services Fee	
High Performance Formulary	\$10,000 Implementation fee + \$0.05 PMPM
Premium Billing	
Member Premium Billing	Pricing available upon request
Account and Member Services	
Member Requested Materials	\$1.50 + postage per packet
Client requested Re-carding	\$1.50 + postage per packet
Custom materials	Priced upon request
Mailings over five pages in length	Priced upon request
Cost Exceeds Maximum	
Express Scripts-Managed Cost Exceeds Maximum (CEM) edits (For non-compound drugs)	\$10,000 CEM limit – included in pricing Custom CEM limit less than \$10,000 - \$0.01 PMPM fee
Express Scripts-Managed Cost Exceeds Maximum (CEM) edit (For compound drugs)	Included in pricing
MCHCP-Managed Cost Exceeds Maximum (CEM) edit (For non-compound and compound drugs)	Included in pricing
Reviews and Appeals Management	
<u>Initial Determinations (i.e. coverage reviews) and Level One Appeals for the Coverage Authorization Program, consisting</u>	Included in EGWP Admin Fee

Additional PBM Services	Fees
of: <ul style="list-style-type: none"> Prior Authorization Step Therapy Drug Quantity Management 	
Initial Determinations and Level One Appeals for the <u>Benefit Review Program</u> , consisting of reviews known as: <ul style="list-style-type: none"> Plan Design Related Requests Plan Exclusion Reviews (clinical or administrative reviews of non-covered drugs) Copay Reviews Plan Limit Reviews (e.g. age, gender, days' supply limits) Plan Rule/Administrative Reviews/Non-clinical Reviews Clinical Benefit Reviews Direct Claim Reject Reviews 	Included in EGWP Admin Fee

Calculation of member months is determined by Express Scripts by reference to the eligibility files.

OPTIONAL CLINICAL SERVICES

2016 HEALTH CHOICES AND DRUG CHOICES (EGWP)

Express Scripts offers a comprehensive suite of health solutions. These offerings may change or be discontinued from time to time as our offering is updated to meet the clinical needs of our clients and the changing marketplace.

Guided by the insights of Health Decision ScienceSM, our proprietary platform for delivering better decisions that drive healthier outcomes, Express Scripts provides the most comprehensive set of base solutions in the industry, with advanced options for even greater care and cost control. Medicare and Medicaid clients may not be eligible for all programs listed based on state and federal guidelines.

Health Choices	Fees
Concurrent DUR	No charge (included in base offering)
ScreenRx	\$0.21 PMPM

Health Choices	Fees
ExpressAlliance	<u>Web Access: Priced on request (Less than 8,000 lives)</u> <u>Web Access: \$0.04 PMPM (8,000 life minimum)</u> Secure, online access to real-time, patient eligibility, medication history, clinical gaps in care, and potential savings opportunities <u>Advantage: \$0.10 PMPM (8,000 life minimum)</u> Same as Web Access, plus high-value, flexible targeting options at population level with prioritized recommendations based on clinical severity, and continuous program monitoring and reporting <u>Advantage Plus: \$0.15 PMPM (15,000 life minimum)</u> All of the above, plus enhanced specialist pharmacist services for nurses, including weekly case screenings, educational services, and grand round case reviews <u>Just Diagnosed (New to therapy) data feed: \$5,000 set up per vendor and \$500 per month</u> Single sign on: Client specific priced upon request
RationalMed	No charge (included in base offering)
Pharmacogenomics	2C9/ VKORC1 Warfarin Testing: \$450 per completed test 2C19 Clopidogrel (Plavix) Testing: \$480 per completed test HLA-B*5701 Abacavir Testing: \$625 per completed test CCR5 Maraviroc (Selzentry) Testing: \$2,800 per completed test BCR-ABL Gleevec, Sprycel, Tassigna Testing: \$660 per completed test
Retrospective DUR	Included in EGWP Admin Fee
Physician Report Card – Mailed Profiles Only	Fixed Quarterly Fee: \$1,350 per quarter Cost per package mailed-enrolled: 1-4 pages: \$3.00 per package 5-8 pages: \$4.00 per package 9-12 pages: \$5.00 per package 12-14 pages: \$5.50 per package
Physician Consultation – Academic Detailer	No charge (included in base offering)
Medicare	Fee
Medicare Medication Therapy Management (MTM)	Included in EGWP Admin Fee
eMTM (for clients with Medicare MTM)	Prescriber Outreach: \$0.26 PMPM Member and Prescriber Outreach: \$0.52 PMPM

Drug Choice Programs	Fee
Formulary Notification	No charge for standard
Fraud, Waste, & Abuse	Included in EGWP Admin Fee
My RxChoices	No Charge (included in base offering)
<u>2016 Utilization Management</u> Drug Quantity Management - quantity dispensed per prescription Prior Authorization – intervene to support appropriate use at the point of service through pre-established clinical criteria Step Therapy – intervene to support the use of less expensive and clinically appropriate medications at the point of sale	Standard Offering included in EGWP Admin Fee <ul style="list-style-type: none"> • All rules included in the standard formulary selected • CMS required rules Custom Rules have a \$50,000 annual set-up fee

Vaccines

	Participating Pharmacies/Mail Service Pharmacy/-Express Scripts Specialty Pharmacy	Other than Participating Pharmacies/Mail Service Pharmacy/-Express Scripts Specialty Pharmacy ⁽¹⁾
Vaccine Administration	\$20.00 per Part D covered vaccine	Pass Through Charge as Submitted
Ingredient Cost	Applicable discount rate as set forth in the Agreement	Pass Through Charge as Submitted
Administrative Fee/Vaccine Claim	Participating Pharmacy Administrative Fee per Prescription Drug Claim as set forth in the Agreement	Member Submitted Administrative Fee per Prescription Drug Claim as set forth in the Agreement

⁽¹⁾ Except for Vaccine Claims submitted electronically by physicians. Pricing for Vaccine Claims submitted electronically by physicians is set forth below.

	Vaccine Claims Submitted Electronically by Physicians
Vaccine Administration⁽¹⁾	\$20.00 per Part D covered vaccine
Ingredient Cost	Pass-Through
Administrative Fee/Vaccine Claim	Participating Pharmacy Administrative Fee per Prescription Drug Claim as set forth in the Agreement
Vendor Transaction Fee	Pass Through at \$3.75 ⁽¹⁾

⁽¹⁾ \$3.75 is the fee currently charged by DSI to Express Scripts. This amount is subject to change. Express Scripts will provide Sponsor prior written notice of any change.

Billing and Payment

Billing Information*	
Billing Frequency Claims	Bi-Weekly
Billing Frequency EGWP	Monthly
Administrative Fee	
Payment Options	
Wire Transfer	Payments must be transferred within two business days of receipt of Express Scripts' invoice/billing statement.
Automated Clearing House (ACH)	Payments must be made within two business days of receipt of Express Scripts' invoice/billing statement.
Pre-Authorized Debit Transaction	Funds must be available in the client's bank account within 48 hours of receipt of Express Scripts' invoice/billing statement.

* Each client is subject to a standard credit evaluation.

Financial Disclosure to Express Scripts Clients

This disclosure provides an overview of the principal revenue sources of Express Scripts, Inc. and Medco Health Solutions, Inc. (individually and collectively referred to herein as “ESI”), as well as ESI’s affiliates. In addition to administrative and dispensing fees paid to ESI by our clients for pharmaceutical benefit management (“PBM”) services, ESI and its affiliates derive revenue from other sources, including arrangements with pharmaceutical manufacturers, wholesale distributors, and retail pharmacies. Some of this revenue relates to utilization of prescription drugs by members of the clients receiving PBM services. ESI may pass through certain manufacturer payments to its clients or may retain those payments for itself, depending on the contract terms between ESI and the client.

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

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

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

Manufacturer Programs Formulary Rebates, Associated Administrative Fees, and PBM Service Fees – ESI contracts for its own account to obtain formulary rebates attributable to the utilization of certain brand drugs and supplies (and possibly certain authorized generics marketed under a brand manufacturer’s new drug application). Formulary rebate amounts received vary based on client specific utilization, the volume of utilization as well as formulary position applicable to the drug or supplies, and adherence to various formulary management controls, benefit design requirements, claims volume, and other similar factors, and in certain instances also may vary based on the product’s market-share. ESI often pays an amount equal to all or a portion of the formulary rebates it receives to a client based on the client’s PBM agreement terms. ESI or its affiliates may maintain non-client specific aggregate guarantees and may realize positive margin. In addition, ESI provides administrative services to contracted manufacturers, which include, for example, maintenance and operation of systems and other infrastructure necessary for invoicing and processing rebates, pharmacy discount programs, access to drug utilization data, as allowed by law, for purposes of verifying and evaluating applicable payments, and for other purposes related to the manufacturer’s products. ESI receives administrative fees from the participating manufacturers for these services. These administrative fees are calculated based on the price of the drug or supplies along with the volume of utilization and do not exceed the greater of (i) 4.58% of the average wholesale price, or (ii) 5.5% of the wholesale acquisition cost of the products. In its capacity as a PBM company, ESI also may receive other compensation from manufacturers for the performance of various programs or services, including, for example, formulary compliance initiatives, clinical services, therapy management services, education services, inflation protection programs, medical benefit management services, cost containment programs, discount programs, and the sale of non-patient identifiable claim information. This compensation is not part of the formulary rebates or associated administrative fees, and ESI may realize positive margin between amounts paid to clients and amounts received from pharmaceutical manufacturers. ESI retains the financial benefit of the use of any funds held until payment is made to the client.

Copies of ESI's standard formularies may be reviewed at www.express-scripts.com/wps/portal/. In addition to formulary considerations, other plan design elements are described in ESI's Plan Design Review Guide, which may be reviewed at www.express-scripts.com/wps/portal/.

ESI Subsidiary Pharmacies – ESI has several licensed pharmacy subsidiaries, including our specialty pharmacies. These entities may maintain product purchase discount arrangements and/or fee-for-service arrangements with pharmaceutical manufacturers, wholesale distributors, and other health care providers. These subsidiary pharmacies contract for these arrangements on their own account in support of their various pharmacy operations. Many of these subsidiary arrangements relate to services provided outside of PBM arrangements, and may be entered into irrespective of whether the particular drug is on one of ESI's national formularies. Discounts and fee-for-service payments received by ESI's subsidiary pharmacies are not part of the PBM formulary rebates or associated administrative fees paid to ESI in connection with ESI's PBM formulary rebate programs. However, certain purchase discounts received by ESI's subsidiary pharmacies, whether directly or through ESI, may be considered for formulary purposes if the value of such purchase discounts is used by ESI to supplement the discount on the ingredient cost of the drug to the client based on the client's PBM agreement terms. From time to time, ESI and its affiliates also may pursue and maintain for its own account other supply chain sourcing relationships not described below as beneficial to maximize ESI's drug purchasing capabilities and efficiencies, and ESI or affiliates may realize an overall positive margin with regard to these initiatives.

The following provides additional information regarding examples of ESI subsidiary discount arrangements and fee-for-service arrangements with pharmaceutical manufacturers, and wholesale distributors:

ESI Subsidiary Pharmacy Discount Arrangements – ESI subsidiary pharmacies purchase prescription drug inventories, either from manufacturers or wholesalers, for dispensing to patients. Often, purchase discounts off the acquisition cost of these products are made available by manufacturers and wholesalers in the form of either up-front discounts or retrospective discounts. These purchase discounts, obtained through separate purchase contracts, are not formulary rebates paid in connection with our PBM formulary rebate programs. Drug purchase discounts are based on a pharmacy's inventory needs and, at times, the performance of related patient care services and other performance requirements. When a subsidiary pharmacy dispenses a product from its inventory, the purchase price paid for the dispensed product, including applicable dispensing fees, may be greater or less than that pharmacy's acquisition cost for the product net of purchase discounts. In general, our pharmacies realize an overall positive margin between the net acquisition cost and the amounts paid for the dispensed drugs.

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

Other Manufacturer Arrangements – ESI also maintains other lines of business that may involve discount and service fee relationships with pharmaceutical manufacturers and wholesale distributors. Examples of these businesses include a wholesale distribution business, group purchasing organizations (and related group purchasing organization fees), a medical benefit management company, and United BioSource Corporation ("UBC"). Compensation derived through these business arrangements is not considered for PBM formulary placement, and is in addition to other amounts described herein. Of particular note, UBC partners with life sciences and pharmaceutical companies to develop, commercialize, and support safe, effective use and access to pharmaceutical products. UBC maintains a team of research scientists, biomedical experts, research operations professionals, technologists and clinicians who work with clients to conduct and support clinical trials, create, and validate and administer pre and post product safety and risk management programs. UBC also works on behalf of pharmaceutical manufacturers to provide product and disease state education programs, reimbursement assistance, and other support services to the public at large. These service fees are not part of the formulary rebates or associated administrative fees.

Third Party Data Sales – Consistent with any client contract limitations, ESI or its affiliates may sell HIPAA compliant information maintained in their capacity as a PBM, pharmacy, or otherwise to data aggregators, manufacturers, or other third parties on a fee-for-service basis or as a condition of discount eligibility. All such activities are conducted in compliance with applicable patient and pharmacy privacy laws and client contract restrictions.

October 1, 2015

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

Express Scripts Manufacturer Payment Disclosure

For the last publicly reported fiscal year (2014), Express Scripts Total Product Revenue exceeded \$100,887,100,000 (rounded to the nearest million). For the same reporting period, Express Scripts Total Manufacturer Payments equaled \$11,526,241,524. Of that total, approximately 80% was attributable to Manufacturer Formulary Payments and approximately 20% was attributable to Manufacturer Additional Payments. Express Scripts reports this information on a quarterly and annual basis to clients that receive amounts through their contracted PBM arrangement with Express Scripts attributable to formulary rebates earned by Express Scripts.

Express Scripts Total Product Revenue	Express Scripts' total net revenue, which consists principally of sales of prescription drugs to clients, either through Express Scripts' network of contracted retail pharmacies or through Express Scripts' mail order pharmacies.
Express Scripts Total Manufacturer Payments	All compensation or remuneration earned by Express Scripts from pharmaceutical manufacturers, including, but not limited to, rebates, regardless of how characterized, and administrative or management fees.
Percentage of Manufacturer Payments that are Manufacturer Formulary Payments	Manufacturer payments earned by Express Scripts that are in return for or part of formulary placement, or that are characterized as "formulary" or "base" rebates, divided by Express Scripts Total Manufacturer Payments.
Percentage of Manufacturer Payments that are Manufacturer Additional Payments	All manufacturer payments earned other than "formulary" or "base" rebates, divided by Express Scripts Total Manufacturer Payments.

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Appendix A



MCHP_EGWP_Mail_S
pecialty List_byNDC 2

SPECIALTY NET EFFECTIVE DISCOUNT GUARANTEES FOR MAIL ORDER CHANNEL

ESI guarantees that the overall annual Net Effective Discount for the products listed on the Specialty Price List that were dispensed through the mail order channel excluding Limited Distribution and Exclusive products will be at least **AWP (-) minus 16.00%** for MCHCP. Within ninety days (90) following the end of each contract year ESI will calculate the actual net effective discount for the products listed on the Specialty Price List that were dispensed through the mail order channel to determine if the guarantee has been met. If the actual overall Net Effective Discount is less than the guaranteed Net Effective Discount ESI will reimburse MCHCP the full dollar amount of the difference between the actual and guaranteed Net Effective Discounts. MCHCP will retain any amount that the actual Net Effective Discount exceeds the guaranteed Net Effective Discount. The calculation for the actual Net Effective Discount will be as follows: ((Total Ingredient Cost for the products listed on the Specialty Price List)) minus 1.

1. The Client will receive 100% of Total Specialty Rebates.
2. The Client will receive 100% of the Specialty Manufacturer's Administrative Fee.
3. ESI reserves the right to modify these lists and rates based on changing industry conditions upon written notice.
4. Specialty Mail Pricing Offer assumes a days' supply consistent with the Accredo Days' Supply Program.
5. The above drugs assume all forms and strengths with the exception of bulk chemicals and powders, including follow on generics. With the exception of the following: Oral forms of BONIVA(ibandronate sodium), Progesterone, and DDAVP(desmopressin acetate) are not considered specialty. Topical forms of Prograf and Astagraf (tacrolimus) are not considered specialty.
6. Specialty pricing is contingent on the Client's participation in the Medicare Premier Access Formulary.
7. Lower of Logic: mail specialty claims will adjudicate at the lower of AWP or MAC.



Missouri Consolidated Health Care Plans (MCHCP) -Commercial
Mail Order Specialty Pharmacy Price List

NPF		Mail Specialty	
THERAPY	DRUG	Exclusive AWP Discount	Dispensing Fee
ALPHA 1 DEFICIENCY	ARALAST	15.50%	\$0.00
ALPHA 1 DEFICIENCY	GLASSIA	15.50%	\$0.00
ALPHA 1 DEFICIENCY	PROLASTIN	No Access	No Access
ALPHA 1 DEFICIENCY	ZEMAIRA	15.50%	\$0.00
ANTICOAGULANT	ARIXTRA	15.50%	\$0.00
ANTICOAGULANT	ENOXAPARIN SODIUM	20.00%	\$0.00
ANTICOAGULANT	FONDAPARINUX SODIUM	20.00%	\$0.00
ANTICOAGULANT	FRAGMIN	15.50%	\$0.00
ANTICOAGULANT	IPRIVASK	15.50%	\$0.00
ANTICOAGULANT	LOVENOX	15.50%	\$0.00
ASTHMA	NUCALA	18.00%	\$0.00
ASTHMA	ORALAIR	No Access	No Access
ASTHMA	XOLAIR	18.00%	\$0.00
BLOOD CELL DEFICIENCY	ARANESP	15.50%	\$0.00
BLOOD CELL DEFICIENCY	EPOGEN	15.50%	\$0.00
BLOOD CELL DEFICIENCY	GRANIX	15.50%	\$0.00
BLOOD CELL DEFICIENCY	LEUKINE	15.50%	\$0.00
BLOOD CELL DEFICIENCY	MOZOBIL	15.50%	\$0.00
BLOOD CELL DEFICIENCY	NEULASTA	15.50%	\$0.00
BLOOD CELL DEFICIENCY	NEUMEGA	15.50%	\$0.00
BLOOD CELL DEFICIENCY	NEUPOGEN	15.50%	\$0.00
BLOOD CELL DEFICIENCY	NPLATE	15.50%	\$0.00
BLOOD CELL DEFICIENCY	PROCRIT	15.50%	\$0.00
BLOOD CELL DEFICIENCY	PROMACTA	15.50%	\$0.00
CANCER	ABRAXANE	15.50%	\$0.00
CANCER	ADCETRIS	14.50%	\$0.00
CANCER	AFINITOR	14.50%	\$0.00
CANCER	ARRANON	15.50%	\$0.00
CANCER	ARZERRA	15.50%	\$0.00
CANCER	AVASTIN	15.50%	\$0.00
CANCER	AZACITIDINE	15.50%	\$0.00
CANCER	BELEODAQ	No Access	No Access
CANCER	BEXAROTENE	18.00%	\$0.00
CANCER	BLINCYTO	No Access	No Access
CANCER	BOSULIF	15.50%	\$0.00
CANCER	CAPECITABINE	15.50%	\$0.00
CANCER	CAPRELSA	No Access	No Access
CANCER	COMETRIQ	No Access	No Access
CANCER	COTELLIC	15.50%	0.00%
CANCER	CYRAMZA	No Access	No Access
CANCER	DACOGEN	14.50%	\$0.00
CANCER	DECITABINE	14.50%	\$0.00
CANCER	ELIGARD	15.50%	\$0.00
CANCER	ERBITUX	15.50%	\$0.00
CANCER	ERIVEDGE	13.50%	\$0.00
CANCER	ERWINAZE	No Access	No Access



Missouri Consolidated Health Care Plans (MCHCP) -Commercial
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NPF		Mail Specialty	
THERAPY	DRUG	Exclusive AWP Discount	Dispensing Fee
CANCER	FARYDAK	15.50%	\$0.00
CANCER	FIRMAGON	14.50%	\$0.00
CANCER	FOLOTYN	14.50%	\$0.00
CANCER	GAZYVA	15.50%	\$0.00
CANCER	GILOTRIF	14.50%	\$0.00
CANCER	GLEEVEC	18.00%	\$0.00
CANCER	HALAVEN	14.50%	\$0.00
CANCER	HERCEPTIN	15.50%	\$0.00
CANCER	HYCAMTIN	15.50%	\$0.00
CANCER	IBRANCE	15.50%	\$0.00
CANCER	ICLUSIG	No Access	No Access
CANCER	IMBRUVICA	No Access	No Access
CANCER	IMLYGIC	No Access	No Access
CANCER	INLYTA	15.50%	\$0.00
CANCER	INTRON A	15.50%	\$0.00
CANCER	IRESSA	14.50%	0.00%
CANCER	ISTODAX	15.50%	\$0.00
CANCER	IXEMPRA	14.50%	\$0.00
CANCER	JADENU	13.50%	\$0.00
CANCER	JAKAFI	15.50%	\$0.00
CANCER	JEVTANA	15.50%	\$0.00
CANCER	KADCYLA	15.50%	\$0.00
CANCER	KEPIVANCE	No Access	No Access
CANCER	KEYTRUDA	No Access	No Access
CANCER	KYPROLIS	No Access	No Access
CANCER	LENVIMA	15.50%	\$0.00
CANCER	LEUPROLIDE ACETATE	22.00%	\$0.00
CANCER	LONSURF	15.50%	\$0.00
CANCER	LUPANETA PACK	15.50%	\$0.00
CANCER	LUPRON DEPOT	15.50%	\$0.00
CANCER	LYNPARZA	No Access	No Access
CANCER	MARQIBO	No Access	No Access
CANCER	MATULANE	No Access	No Access
CANCER	MEKINIST	15.50%	\$0.00
CANCER	NEXAVAR	14.50%	\$0.00
CANCER	ODOMZO	15.50%	\$0.00
CANCER	ONIVYDE	No Access	No Access
CANCER	OPDIVO	15.50%	\$0.00
CANCER	PERJETA	14.50%	\$0.00
CANCER	POMALYST	15.50%	\$0.00
CANCER	PROLEUKIN	15.50%	\$0.00
CANCER	PROTHelial	15.50%	\$0.00
CANCER	PROVENGE	No Access	No Access
CANCER	PURIXAN	No Access	No Access
CANCER	REVLIMID	15.50%	\$0.00
CANCER	RITUXAN	15.50%	\$0.00



Missouri Consolidated Health Care Plans (MCHCP) -Commercial
Mail Order Specialty Pharmacy Price List

NPF		Mail Specialty	
THErapy	DRUG	Exclusive AWP Discount	Dispensing Fee
CANCER	SPRYCEL	13.50%	\$0.00
CANCER	STIVARGA	15.50%	\$0.00
CANCER	SUTENT	15.50%	\$0.00
CANCER	SYLATRON	15.50%	\$0.00
CANCER	SYLVANT	14.50%	\$0.00
CANCER	SYNRIBO	No Access	No Access
CANCER	TAFINLAR	15.50%	\$0.00
CANCER	TAGRISSO	14.50%	\$0.00
CANCER	TARCEVA	18.00%	\$0.00
CANCER	TARGRETIN	18.00%	\$0.00
CANCER	TASIGNA	14.50%	\$0.00
CANCER	TEMODAR	15.50%	\$0.00
CANCER	TEMOZOLOMIDE	25.00%	\$0.00
CANCER	THALOMID	15.50%	\$0.00
CANCER	THYROGEN	14.50%	\$0.00
CANCER	TOPOTECAN HCL	15.50%	\$0.00
CANCER	TORISEL	15.50%	\$0.00
CANCER	TREANDA	15.50%	\$0.00
CANCER	TYKERB	14.50%	\$0.00
CANCER	UNITUXIN	No Access	No Access
CANCER	VALCHLOR	5.40%	\$0.00
CANCER	VALSTAR	14.50%	\$0.00
CANCER	VANTAS	14.50%	\$0.00
CANCER	VECTIBIX	14.50%	\$0.00
CANCER	VELCADE	15.50%	\$0.00
CANCER	VIDAZA	15.50%	\$0.00
CANCER	VOTRIENT	14.50%	\$0.00
CANCER	XALKORI	15.50%	\$0.00
CANCER	XELODA	15.50%	\$0.00
CANCER	XGEVA	14.50%	\$0.00
CANCER	XOFIGO	No Access	No Access
CANCER	XTANDI	15.50%	\$0.00
CANCER	YERVOY	15.50%	\$0.00
CANCER	YONDELIS	No Access	No Access
CANCER	ZALTRAP	15.50%	\$0.00
CANCER	ZARXIO	15.50%	\$0.00
CANCER	ZELBORAF	13.50%	\$0.00
CANCER	ZOLADEX	15.50%	\$0.00
CANCER	ZOLEDRONIC ACID	27.20%	\$0.00
CANCER	ZOLINZA	15.50%	\$0.00
CANCER	ZOMETA	15.50%	\$0.00
CANCER	ZYDELIG	No Access	No Access
CANCER	ZYKADIA	13.50%	\$0.00
CANCER	ZYTIGA	15.50%	\$0.00
CONTRACEPTIVE	LILETTA	2.00%	\$0.00
CONTRACEPTIVE	NEXPLANON	2.00%	\$0.00



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NPF		Mail Specialty	
THERAPY	DRUG	Exclusive AWP Discount	Dispensing Fee
CYSTIC FIBROSIS	BETHKIS	15.50%	\$0.00
CYSTIC FIBROSIS	CAYSTON	No Access	No Access
CYSTIC FIBROSIS	KALYDECO	15.50%	\$0.00
CYSTIC FIBROSIS	KITABIS PAK	15.50%	\$0.00
CYSTIC FIBROSIS	ORKAMBI	15.50%	\$0.00
CYSTIC FIBROSIS	PULMOZYME	15.50%	\$0.00
CYSTIC FIBROSIS	TOBI	15.50%	\$0.00
CYSTIC FIBROSIS	TOBRAMYCIN	15.50%	\$0.00
ENDOCRINE DISORDERS	AVEED	No Access	No Access
ENDOCRINE DISORDERS	KORLYM	No Access	No Access
ENDOCRINE DISORDERS	KUVAN	15.50%	\$0.00
ENDOCRINE DISORDERS	MIRCERA	No Access	No Access
ENDOCRINE DISORDERS	MYALEPT	12.70%	\$0.00
ENDOCRINE DISORDERS	NATPARA	14.50%	\$0.00
ENDOCRINE DISORDERS	OCTREOTIDE ACETATE	27.20%	\$0.00
ENDOCRINE DISORDERS	SANDOSTATIN	15.50%	\$0.00
ENDOCRINE DISORDERS	SIGNIFOR	12.50%	\$0.00
ENDOCRINE DISORDERS	SOMATULINE DEPOT	15.50%	\$0.00
ENDOCRINE DISORDERS	SOMAVERT	14.50%	\$0.00
ENDOCRINE DISORDERS	SUPPRELIN LA	15.50%	\$0.00
ENDOCRINE DISORDERS	TESTOPEL	No Access	No Access
ENZYME DEFICIENCY	ADAGEN	No Access	No Access
ENZYME DEFICIENCY	ALDURAZYME	11.50%	\$0.00
ENZYME DEFICIENCY	CARBAGLU	11.50%	\$0.00
ENZYME DEFICIENCY	CERDELGA	14.50%	\$0.00
ENZYME DEFICIENCY	CEREZYME	15.50%	\$0.00
ENZYME DEFICIENCY	CYSTADANE	No Access	No Access
ENZYME DEFICIENCY	ELAPRASE	15.50%	\$0.00
ENZYME DEFICIENCY	ELELYSO	No Access	No Access
ENZYME DEFICIENCY	FABRAZYME	11.50%	\$0.00
ENZYME DEFICIENCY	LUMIZYME	14.50%	\$0.00
ENZYME DEFICIENCY	MYOZYME	14.50%	\$0.00
ENZYME DEFICIENCY	NAGLAZYME	14.50%	\$0.00
ENZYME DEFICIENCY	ORFADIN	No Access	No Access
ENZYME DEFICIENCY	SUCRAID	14.50%	\$0.00
ENZYME DEFICIENCY	VIMIZIM	15.50%	\$0.00
ENZYME DEFICIENCY	VPRIV	15.50%	\$0.00
ENZYME DEFICIENCY	ZAVESCA	14.50%	\$0.00
GROWTH DEFICIENCY	GENOTROPIN	18.00%	\$0.00
GROWTH DEFICIENCY	HUMATROPE	18.00%	\$0.00
GROWTH DEFICIENCY	INCRELEX	8.50%	\$0.00
GROWTH DEFICIENCY	NORDITROPIN	18.00%	\$0.00
GROWTH DEFICIENCY	NUTROPIN	15.50%	\$0.00
GROWTH DEFICIENCY	OMNITROPE	15.50%	\$0.00
GROWTH DEFICIENCY	SAIZEN	15.50%	\$0.00
GROWTH DEFICIENCY	SEROSTIM	15.50%	\$0.00



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NPF		Mail Specialty	
THERAPY	DRUG	Exclusive AWP Discount	Dispensing Fee
GROWTH DEFICIENCY	ZOMACTON	15.50%	\$0.00
GROWTH DEFICIENCY	ZORBTIVE	15.50%	\$0.00
HEMOPHILIA	ADVATE	27.20%	\$0.00
HEMOPHILIA	ALPHANATE	32.40%	\$0.00
HEMOPHILIA	ALPHANINE SD	32.40%	\$0.00
HEMOPHILIA	ALPROLIX	22.00%	\$0.00
HEMOPHILIA	BEBULIN	12.70%	\$0.00
HEMOPHILIA	BENEFIX	12.70%	\$0.00
HEMOPHILIA	CEPROTIN	13.70%	\$0.00
HEMOPHILIA	CORIFACT	27.20%	\$0.00
HEMOPHILIA	DDAVP	13.70%	\$0.00
HEMOPHILIA	DESMOPRESSIN ACETATE	45.00%	\$0.00
HEMOPHILIA	ELOCTATE	23.00%	\$0.00
HEMOPHILIA	FEIBA NF	32.40%	\$0.00
HEMOPHILIA	HELIXATE FS	32.40%	\$0.00
HEMOPHILIA	HEMOPIL M	37.60%	\$0.00
HEMOPHILIA	HUMATE-P	32.40%	\$0.00
HEMOPHILIA	IXINITY	22.00%	\$0.00
HEMOPHILIA	KOATE-DVI	30.00%	\$0.00
HEMOPHILIA	KOGENATE FS	34.50%	\$0.00
HEMOPHILIA	MONOCLATE-P	32.40%	\$0.00
HEMOPHILIA	MONONINE	27.20%	\$0.00
HEMOPHILIA	NOVOEIGHT	32.40%	\$0.00
HEMOPHILIA	NOVOSEVEN	30.00%	\$0.00
HEMOPHILIA	OBIZUR	No Access	No Access
HEMOPHILIA	PROFILNINE SD	27.20%	\$0.00
HEMOPHILIA	RECOMBINATE	32.40%	\$0.00
HEMOPHILIA	RIASTAP	18.00%	\$0.00
HEMOPHILIA	RIXUBIS	32.40%	\$0.00
HEMOPHILIA	STIMATE	13.70%	\$0.00
HEMOPHILIA	TRETEN	12.70%	\$0.00
HEMOPHILIA	WILATE	32.40%	\$0.00
HEMOPHILIA	XYNTHA	34.50%	\$0.00
HEPATITIS C	COPEGUS	15.50%	\$0.00
HEPATITIS C	DAKLINZA	18.00%	\$0.00
HEPATITIS C	HARVONI	18.00%	\$0.00
HEPATITIS C	INFERGEN	15.50%	\$0.00
HEPATITIS C	MODERIBA	15.50%	\$0.00
HEPATITIS C	OLYSIO	18.00%	\$0.00
HEPATITIS C	PEGASYS	18.00%	\$0.00
HEPATITIS C	PEGINTRON	15.50%	\$0.00
HEPATITIS C	REBETOL	15.50%	\$0.00
HEPATITIS C	RIBAPAK	65.00%	\$0.00
HEPATITIS C	RIBASPHERE	55.00%	\$0.00
HEPATITIS C	RIBAVIRIN	65.00%	\$0.00
HEPATITIS C	SOVALDI	18.00%	\$0.00



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Mail Order Specialty Pharmacy Price List

NPF		Mail Specialty	
THERAPY	DRUG	Exclusive AWP Discount	Dispensing Fee
HEPATITIS C	TECHNIVIE	18.00%	\$0.00
HEPATITIS C	VICTRELIS	18.00%	\$0.00
HEPATITIS C	VIEKIRA	18.00%	\$0.00
HEREDITARY ANGIOEDEMA	BERINERT	14.50%	\$0.00
HEREDITARY ANGIOEDEMA	CINRYZE	11.50%	\$0.00
HEREDITARY ANGIOEDEMA	FIRAZYR	14.50%	\$0.00
HEREDITARY ANGIOEDEMA	KALBITOR	14.50%	\$0.00
HEREDITARY ANGIOEDEMA	RUCONEST	14.50%	\$0.00
HYPERCHOLESTEROLEMIA	PRALUENT	12.70%	\$0.00
HYPERCHOLESTEROLEMIA	REPATHA	12.70%	\$0.00
IMMUNE DEFICIENCY	ACTIMMUNE	14.70%	\$0.00
IMMUNE DEFICIENCY	BIVIGAM	15.80%	\$0.00
IMMUNE DEFICIENCY	CARIMUNE NF NANOFILTERED	22.00%	\$0.00
IMMUNE DEFICIENCY	CYTOGAM	15.80%	\$0.00
IMMUNE DEFICIENCY	FLEBOGAMMA	22.00%	\$0.00
IMMUNE DEFICIENCY	GAMASTAN S-D	15.80%	\$0.00
IMMUNE DEFICIENCY	GAMMAGARD LIQUID	22.00%	\$0.00
IMMUNE DEFICIENCY	GAMMAGARD S-D	22.00%	\$0.00
IMMUNE DEFICIENCY	GAMMAKED	18.90%	\$0.00
IMMUNE DEFICIENCY	GAMMAPLEX	22.00%	\$0.00
IMMUNE DEFICIENCY	GAMUNEX	18.90%	\$0.00
IMMUNE DEFICIENCY	HIZENTRA	22.00%	\$0.00
IMMUNE DEFICIENCY	HYQVIA	22.00%	\$0.00
IMMUNE DEFICIENCY	OCTAGAM	15.80%	\$0.00
IMMUNE DEFICIENCY	PRIVIGEN	15.80%	\$0.00
INFERTILITY	BRAVELLE	15.50%	\$0.00
INFERTILITY	CETROTIDE	15.50%	\$0.00
INFERTILITY	CHORIONIC GONADOTROPIN	15.50%	\$0.00
INFERTILITY	CRINONE	15.50%	\$0.00
INFERTILITY	ENDOMETRIN	15.50%	\$0.00
INFERTILITY	FOLLISTIM AQ	15.50%	\$0.00
INFERTILITY	GANIRELIX ACETATE	15.50%	\$0.00
INFERTILITY	GONAL-F	15.50%	\$0.00
INFERTILITY	HUMAN CHORIONIC GONADOTROPIN	15.50%	\$0.00
INFERTILITY	MENOPUR	15.50%	\$0.00
INFERTILITY	MIRENA	No Access	No Access
INFERTILITY	NOVAREL	15.50%	\$0.00
INFERTILITY	OVIDREL	15.50%	\$0.00
INFERTILITY	PARAGARD	No Access	No Access
INFERTILITY	PREGNYL	15.50%	\$0.00
INFERTILITY	PROGESTERONE	30.00%	\$0.00
INFERTILITY	REPRONEX	15.50%	\$0.00
INFERTILITY	SKYLA	No Access	No Access
INFLAMMATORY CONDITIONS	ACTEMRA	8.50%	\$0.00
INFLAMMATORY CONDITIONS	ARCALYST	15.50%	\$0.00
INFLAMMATORY CONDITIONS	BENLYSTA	14.50%	\$0.00



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NPF		Mail Specialty	
THERAPY	DRUG	Exclusive AWP Discount	Dispensing Fee
INFLAMMATORY CONDITIONS	CIMZIA	15.50%	\$0.00
INFLAMMATORY CONDITIONS	COSENTYX	14.50%	\$0.00
INFLAMMATORY CONDITIONS	ENBREL	18.00%	\$0.00
INFLAMMATORY CONDITIONS	ENTYVIO	14.50%	\$0.00
INFLAMMATORY CONDITIONS	HUMIRA	18.00%	\$0.00
INFLAMMATORY CONDITIONS	ILARIS	15.50%	\$0.00
INFLAMMATORY CONDITIONS	KINERET	No Access	No Access
INFLAMMATORY CONDITIONS	KRYSTEXXA	14.50%	\$0.00
INFLAMMATORY CONDITIONS	ORENCIA	12.50%	\$0.00
INFLAMMATORY CONDITIONS	OTEZLA	15.50%	\$0.00
INFLAMMATORY CONDITIONS	REMICADE	18.00%	\$0.00
INFLAMMATORY CONDITIONS	SIMPONI	14.50%	\$0.00
INFLAMMATORY CONDITIONS	STELARA	14.50%	\$0.00
INFLAMMATORY CONDITIONS	XELJANZ	15.50%	\$0.00
IRON TOXICITY	EXJADE	13.50%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	APOKYN	15.50%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	ARESTIN	14.50%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	BOTOX	18.00%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	CHENODAL	No Access	No Access
MISCELLANEOUS SPECIALTY CONDITIONS	CHOLBAM	No Access	No Access
MISCELLANEOUS SPECIALTY CONDITIONS	CYSTAGON	No Access	No Access
MISCELLANEOUS SPECIALTY CONDITIONS	CYSTARAN	No Access	No Access
MISCELLANEOUS SPECIALTY CONDITIONS	DARAPRIM	No Access	No Access
MISCELLANEOUS SPECIALTY CONDITIONS	DYSPORT	15.50%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	DUOPA	2.00%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	EGRIFTA	No Access	No Access
MISCELLANEOUS SPECIALTY CONDITIONS	FERRIPROX	No Access	No Access
MISCELLANEOUS SPECIALTY CONDITIONS	GATTEX	15.50%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	HEMANGEOL	No Access	No Access
MISCELLANEOUS SPECIALTY CONDITIONS	H.P. ACTHAR	15.50%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	HETLIOZ	15.50%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	JUXTAPID	No Access	No Access
MISCELLANEOUS SPECIALTY CONDITIONS	KEVEYIS	No Access	No Access
MISCELLANEOUS SPECIALTY CONDITIONS	KYNAMRO	14.50%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	MAKENA	15.50%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	MYOBLOC	18.00%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	NORTHERA	15.50%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	PRIALT	No Access	No Access
MISCELLANEOUS SPECIALTY CONDITIONS	PROCYSBI	12.70%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	RAVICTI	15.50%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	SABRIL	13.50%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	SAMSCA	14.50%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	SOLESTA	14.50%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	SOLIRIS	13.50%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	SPRIX	No Access	No Access
MISCELLANEOUS SPECIALTY CONDITIONS	STRENSIQ	No Access	No Access



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NPF		Mail Specialty	
THERAPY	DRUG	Exclusive AWP Discount	Dispensing Fee
MISCELLANEOUS SPECIALTY CONDITIONS	TETRABENAZINE	20.00%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	THIOLA	No Access	No Access
MISCELLANEOUS SPECIALTY CONDITIONS	VARITHENA	No Access	No Access
MISCELLANEOUS SPECIALTY CONDITIONS	VIVITROL	15.50%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	XENAZINE	15.50%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	XEOMIN	5.40%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	XIAFLEX	12.50%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	XYREM	11.50%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	ZECUITY	No Access	No Access
MULTIPLE SCLEROSIS	AMPYRA	18.00%	\$0.00
MULTIPLE SCLEROSIS	AUBAGIO	14.50%	\$0.00
MULTIPLE SCLEROSIS	AVONEX	18.00%	\$0.00
MULTIPLE SCLEROSIS	BETASERON	15.50%	\$0.00
MULTIPLE SCLEROSIS	COPAXONE 20 MG	18.00%	\$0.00
MULTIPLE SCLEROSIS	COPAXONE 40 MG	22.00%	\$0.00
MULTIPLE SCLEROSIS	EXTAVIA	18.00%	\$0.00
MULTIPLE SCLEROSIS	GILENYA	18.00%	\$0.00
MULTIPLE SCLEROSIS	GLATOPA	27.20%	\$0.00
MULTIPLE SCLEROSIS	LEMTRADA	15.50%	\$0.00
MULTIPLE SCLEROSIS	MITOXANTRONE HCL	15.50%	\$0.00
MULTIPLE SCLEROSIS	PLEGRIDY	15.50%	\$0.00
MULTIPLE SCLEROSIS	REBIF	18.00%	\$0.00
MULTIPLE SCLEROSIS	TECFIDERA	15.50%	\$0.00
MULTIPLE SCLEROSIS	TYSABRI	12.50%	\$0.00
OPHTHALMIC CONDITIONS	EYLEA	13.50%	\$0.00
OPHTHALMIC CONDITIONS	ILUVIEN	13.50%	\$0.00
OPHTHALMIC CONDITIONS	JETREA	No Access	No Access
OPHTHALMIC CONDITIONS	LUCENTIS	15.50%	\$0.00
OPHTHALMIC CONDITIONS	MACUGEN	15.50%	\$0.00
OPHTHALMIC CONDITIONS	OZURDEX	14.50%	\$0.00
OPHTHALMIC CONDITIONS	RETISERT	8.00%	\$0.00
OPHTHALMIC CONDITIONS	VISUDYNE	5.40%	\$0.00
OSTEOARTHRITIS	EUFLEXXA	15.50%	\$0.00
OSTEOARTHRITIS	GEL-ONE	15.50%	\$0.00
OSTEOARTHRITIS	HYALGAN	15.50%	\$0.00
OSTEOARTHRITIS	MONOVISC	15.50%	\$0.00
OSTEOARTHRITIS	ORTHOVISC	15.50%	\$0.00
OSTEOARTHRITIS	SUPARTZ FX	15.50%	\$0.00
OSTEOARTHRITIS	SYNVISC	15.50%	\$0.00
OSTEOPOROSIS	BONIVA	18.00%	\$0.00
OSTEOPOROSIS	FORTEO	18.00%	\$0.00
OSTEOPOROSIS	IBANDRONATE SODIUM	18.00%	\$0.00
OSTEOPOROSIS	PROLIA	14.50%	\$0.00
OSTEOPOROSIS	RECLAST	18.00%	\$0.00
PULMONARY HYPERTENSION	ADCIRCA	15.50%	\$0.00
PULMONARY HYPERTENSION	ADEMPAS	15.50%	\$0.00



**Missouri Consolidated Health Care Plans (MCHCP) -Commercial
Mail Order Specialty Pharmacy Price List**

<i>NPF</i>		Mail Specialty	
THERAPY	DRUG	Exclusive AWP Discount	Dispensing Fee
PULMONARY HYPERTENSION	DILUENT FOR EPOPROSTENOL VIAL	8.00%	\$0.00
PULMONARY HYPERTENSION	DILUENT FOR FLOLAN VIAL	2.00%	\$0.00
PULMONARY HYPERTENSION	EPOPROSTENOL SODIUM	8.00%	\$0.00
PULMONARY HYPERTENSION	ESBRIET	15.50%	\$0.00
PULMONARY HYPERTENSION	FLOLAN	2.00%	\$0.00
PULMONARY HYPERTENSION	LETAIRIS	15.50%	\$0.00
PULMONARY HYPERTENSION	OFEV	15.50%	\$0.00
PULMONARY HYPERTENSION	OPSUMIT	15.50%	\$0.00
PULMONARY HYPERTENSION	ORENITRAM	15.50%	\$0.00
PULMONARY HYPERTENSION	REMODULIN	2.00%	\$0.00
PULMONARY HYPERTENSION	REVATIO	18.00%	\$0.00
PULMONARY HYPERTENSION	SILDENAFIL	65.00%	\$0.00
PULMONARY HYPERTENSION	TRACLEER	18.00%	\$0.00
PULMONARY HYPERTENSION	TYVASO	5.40%	\$0.00
PULMONARY HYPERTENSION	VELETRI	8.00%	\$0.00
PULMONARY HYPERTENSION	VENTAVIS	2.00%	\$0.00
RESPIRATORY SYNCYTIAL VIRUS	SYNAGIS	15.50%	\$0.00

SPECIALTY NET EFFECTIVE DISCOUNT GUARANTEES FOR MAIL ORDER CHANNEL

ESI guarantees that the overall annual Net Effective Discount for the products listed on the Specialty Price List that were dispensed through the mail order channel excluding Limited Distribution and Exclusive products will be at least **AWP (-) minus 18.00%** for MCHCP. Within one hundred eighty days (180) following the end of each contract year ESI will calculate the actual net effective discount for the products listed on the Specialty Price List that were dispensed through the mail order channel to determine if the guarantee has been met. If the actual overall Net Effective Discount is less than the guaranteed Net Effective Discount ESI will reimburse MCHCP the full dollar amount of the difference between the actual and guaranteed Net Effective Discounts. MCHCP will retain any amount that the actual Net Effective Discount exceeds the guaranteed Net Effective Discount. The calculation for the actual Net Effective Discount will be as follows: ((Total Ingredient Cost for the products listed on the Specialty Price List)) minus 1. This guarantee is contingent on MCHCP's continued participation in the current exclusive specialty arrangement.

1. The Client will receive 100% of Total Specialty Rebates.

2. The Client will receive 100% of the Manufacturer's Administrative Fee.

FOR RRA EXCLUSIVE OFFERS: 3. This proposal is contingent on ESI being the exclusive provider of Specialty Drugs through mail, (e.g. US Postal Service, FedEx, or other similar couriers), or the client's continued participation in the Specialty RRA program. This proposal may be modified based upon state law requirements.

4. ESI reserves the right to modify these lists and rates based on changing industry conditions upon written notice.

5. The above Mail Pricing Offer assumes a days' supply consistent with the Accredo Days' Supply Program.

6. The above drugs assume all forms and strengths with the exception of bulk chemicals and powders, including follow on generics. With the exception of the following: Oral forms of BONIVA(ibandronate sodium), Progesterone, and DDAVP(desmopressin acetate) are not considered specialty. Topical forms of Prograf and Astagraf (tacrolimus) are not considered specialty.

7. The above pricing is contingent on the Client's participation in the National Preferred Formulary.



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8. Lower of Logic: mail specialty claims will adjudicate at the lower of AWP or MAC,



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BASIC		Mail Specialty	
THERAPY	DRUG	Exclusive AWP Discount	Dispensing Fee
ALPHA 1 DEFICIENCY	ARALAST	15.50%	\$0.00
ALPHA 1 DEFICIENCY	GLASSIA	15.50%	\$0.00
ALPHA 1 DEFICIENCY	PROLASTIN	No Access	No Access
ALPHA 1 DEFICIENCY	ZEMAIRA	15.50%	\$0.00
ANTICOAGULANT	ARIXTRA	15.50%	\$0.00
ANTICOAGULANT	ENOXAPARIN SODIUM	20.00%	\$0.00
ANTICOAGULANT	FONDAPARINUX SODIUM	20.00%	\$0.00
ANTICOAGULANT	FRAGMIN	15.50%	\$0.00
ANTICOAGULANT	IPRIVASK	15.50%	\$0.00
ANTICOAGULANT	LOVENOX	15.50%	\$0.00
ASTHMA	NUCALA	18.00%	\$0.00
ASTHMA	ORALAIR	No Access	No Access
ASTHMA	XOLAIR	18.00%	\$0.00
BLOOD CELL DEFICIENCY	ARANESP	15.50%	\$0.00
BLOOD CELL DEFICIENCY	EPOGEN	15.50%	\$0.00
BLOOD CELL DEFICIENCY	GRANIX	15.50%	\$0.00
BLOOD CELL DEFICIENCY	LEUKINE	15.50%	\$0.00
BLOOD CELL DEFICIENCY	MOZOBIL	15.50%	\$0.00
BLOOD CELL DEFICIENCY	NEULASTA	15.50%	\$0.00
BLOOD CELL DEFICIENCY	NEUMEGA	15.50%	\$0.00
BLOOD CELL DEFICIENCY	NEUPOGEN	15.50%	\$0.00
BLOOD CELL DEFICIENCY	NPLATE	15.50%	\$0.00
BLOOD CELL DEFICIENCY	PROCRIT	15.50%	\$0.00
BLOOD CELL DEFICIENCY	PROMACTA	15.50%	\$0.00
CANCER	ABRAXANE	15.50%	\$0.00
CANCER	ADCETRIS	14.50%	\$0.00
CANCER	AFINITOR	14.50%	\$0.00
CANCER	ARRANON	15.50%	\$0.00
CANCER	ARZERRA	15.50%	\$0.00
CANCER	AVASTIN	15.50%	\$0.00
CANCER	AZACITIDINE	15.50%	\$0.00
CANCER	BELEODAQ	No Access	No Access
CANCER	BEXAROTENE	18.00%	\$0.00
CANCER	BLINCYTO	No Access	No Access
CANCER	BOSULIF	15.50%	\$0.00
CANCER	CAPECITABINE	15.50%	\$0.00
CANCER	CAPRELSA	No Access	No Access
CANCER	COMETRIQ	No Access	No Access
CANCER	COTELLIC	15.50%	0.00%
CANCER	CYRAMZA	No Access	No Access
CANCER	DACOGEN	14.50%	\$0.00
CANCER	DECITABINE	14.50%	\$0.00
CANCER	ELIGARD	15.50%	\$0.00
CANCER	ERBITUX	15.50%	\$0.00
CANCER	ERIVEDGE	13.50%	\$0.00
CANCER	ERWINAZE	No Access	No Access



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THERAPY	DRUG	Exclusive AWP Discount	Dispensing Fee
CANCER	FARYDAK	15.50%	\$0.00
CANCER	FIRMAGON	14.50%	\$0.00
CANCER	FOLOTYN	14.50%	\$0.00
CANCER	GAZYVA	15.50%	\$0.00
CANCER	GILOTRIF	14.50%	\$0.00
CANCER	GLEEVEC	18.00%	\$0.00
CANCER	HALAVEN	14.50%	\$0.00
CANCER	HERCEPTIN	15.50%	\$0.00
CANCER	HYCAMTIN	15.50%	\$0.00
CANCER	IBRANCE	15.50%	\$0.00
CANCER	ICLUSIG	No Access	No Access
CANCER	IMBRUVICA	No Access	No Access
CANCER	IMLYGIC	No Access	No Access
CANCER	INLYTA	15.50%	\$0.00
CANCER	INTRON A	15.50%	\$0.00
CANCER	IRESSA	14.50%	0.00%
CANCER	ISTODAX	15.50%	\$0.00
CANCER	IXEMPRA	14.50%	\$0.00
CANCER	JADENU	13.50%	\$0.00
CANCER	JAKAFI	15.50%	\$0.00
CANCER	JEVTANA	15.50%	\$0.00
CANCER	KADCYLA	15.50%	\$0.00
CANCER	KEPIVANCE	No Access	No Access
CANCER	KEYTRUDA	No Access	No Access
CANCER	KYPROLIS	No Access	No Access
CANCER	LENVIMA	15.50%	\$0.00
CANCER	LEUPROLIDE ACETATE	22.00%	\$0.00
CANCER	LONSURF	15.50%	\$0.00
CANCER	LUPANETA PACK	15.50%	\$0.00
CANCER	LUPRON DEPOT	15.50%	\$0.00
CANCER	LYNPARZA	No Access	No Access
CANCER	MARQIBO	No Access	No Access
CANCER	MATULANE	No Access	No Access
CANCER	MEKINIST	15.50%	\$0.00
CANCER	NEXAVAR	14.50%	\$0.00
CANCER	ODOMZO	15.50%	\$0.00
CANCER	ONIVYDE	No Access	No Access
CANCER	OPDIVO	15.50%	\$0.00
CANCER	PERJETA	14.50%	\$0.00
CANCER	POMALYST	15.50%	\$0.00
CANCER	PROLEUKIN	15.50%	\$0.00
CANCER	PROTHelial	15.50%	\$0.00
CANCER	PROVENGE	No Access	No Access
CANCER	PURIXAN	No Access	No Access
CANCER	REVLIMID	15.50%	\$0.00
CANCER	RITUXAN	15.50%	\$0.00



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CANCER	SPRYCEL	13.50%	\$0.00
CANCER	STIVARGA	15.50%	\$0.00
CANCER	SUTENT	15.50%	\$0.00
CANCER	SYLATRON	15.50%	\$0.00
CANCER	SYLVANT	14.50%	\$0.00
CANCER	SYNRIBO	No Access	No Access
CANCER	TAFINLAR	15.50%	\$0.00
CANCER	TAGRISSO	14.50%	\$0.00
CANCER	TARCEVA	18.00%	\$0.00
CANCER	TARGRETIN	18.00%	\$0.00
CANCER	TASIGNA	14.50%	\$0.00
CANCER	TEMODAR	15.50%	\$0.00
CANCER	TEMOZOLOMIDE	25.00%	\$0.00
CANCER	THALOMID	15.50%	\$0.00
CANCER	THYROGEN	14.50%	\$0.00
CANCER	TOPOTECAN HCL	15.50%	\$0.00
CANCER	TORISEL	15.50%	\$0.00
CANCER	TREANDA	15.50%	\$0.00
CANCER	TYKERB	14.50%	\$0.00
CANCER	UNITUXIN	No Access	No Access
CANCER	VALCHLOR	5.40%	\$0.00
CANCER	VALSTAR	14.50%	\$0.00
CANCER	VANTAS	14.50%	\$0.00
CANCER	VECTIBIX	14.50%	\$0.00
CANCER	VELCADE	15.50%	\$0.00
CANCER	VIDAZA	15.50%	\$0.00
CANCER	VOTRIENT	14.50%	\$0.00
CANCER	XALKORI	15.50%	\$0.00
CANCER	XELODA	15.50%	\$0.00
CANCER	XGEVA	14.50%	\$0.00
CANCER	XOFIGO	No Access	No Access
CANCER	XTANDI	15.50%	\$0.00
CANCER	YERVOY	15.50%	\$0.00
CANCER	YONDELIS	No Access	No Access
CANCER	ZALTRAP	15.50%	\$0.00
CANCER	ZARXIO	15.50%	\$0.00
CANCER	ZELBORAF	13.50%	\$0.00
CANCER	ZOLADEX	15.50%	\$0.00
CANCER	ZOLEDRONIC ACID	27.20%	\$0.00
CANCER	ZOLINZA	15.50%	\$0.00
CANCER	ZOMETA	15.50%	\$0.00
CANCER	ZYDELIG	No Access	No Access
CANCER	ZYKADIA	13.50%	\$0.00
CANCER	ZYTIGA	15.50%	\$0.00
CONTRACEPTIVE	LILETTA	2.00%	\$0.00
CONTRACEPTIVE	NEXPLANON	2.00%	\$0.00



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THERAPY	DRUG	Exclusive AWP Discount	Dispensing Fee
CYSTIC FIBROSIS	BETHKIS	15.50%	\$0.00
CYSTIC FIBROSIS	CAYSTON	No Access	No Access
CYSTIC FIBROSIS	KALYDECO	15.50%	\$0.00
CYSTIC FIBROSIS	KITABIS PAK	15.50%	\$0.00
CYSTIC FIBROSIS	ORKAMBI	15.50%	\$0.00
CYSTIC FIBROSIS	PULMOZYME	15.50%	\$0.00
CYSTIC FIBROSIS	TOBI	15.50%	\$0.00
CYSTIC FIBROSIS	TOBRAMYCIN	15.50%	\$0.00
ENDOCRINE DISORDERS	AVEED	No Access	No Access
ENDOCRINE DISORDERS	KORLYM	No Access	No Access
ENDOCRINE DISORDERS	KUVAN	15.50%	\$0.00
ENDOCRINE DISORDERS	MIRCERA	No Access	No Access
ENDOCRINE DISORDERS	MYALEPT	12.70%	\$0.00
ENDOCRINE DISORDERS	NATPARA	14.50%	\$0.00
ENDOCRINE DISORDERS	OCTREOTIDE ACETATE	27.20%	\$0.00
ENDOCRINE DISORDERS	SANDOSTATIN	15.50%	\$0.00
ENDOCRINE DISORDERS	SIGNIFOR	12.50%	\$0.00
ENDOCRINE DISORDERS	SOMATULINE DEPOT	15.50%	\$0.00
ENDOCRINE DISORDERS	SOMAVERT	14.50%	\$0.00
ENDOCRINE DISORDERS	SUPPRELIN LA	15.50%	\$0.00
ENDOCRINE DISORDERS	TESTOPEL	No Access	No Access
ENZYME DEFICIENCY	ADAGEN	No Access	No Access
ENZYME DEFICIENCY	ALDURAZYME	11.50%	\$0.00
ENZYME DEFICIENCY	CARBAGLU	11.50%	\$0.00
ENZYME DEFICIENCY	CERDELGA	14.50%	\$0.00
ENZYME DEFICIENCY	CEREZYME	15.50%	\$0.00
ENZYME DEFICIENCY	CYSTADANE	No Access	No Access
ENZYME DEFICIENCY	ELAPRASE	15.50%	\$0.00
ENZYME DEFICIENCY	ELELYSO	No Access	No Access
ENZYME DEFICIENCY	FABRAZYME	11.50%	\$0.00
ENZYME DEFICIENCY	LUMIZYME	14.50%	\$0.00
ENZYME DEFICIENCY	MYOZYME	14.50%	\$0.00
ENZYME DEFICIENCY	NAGLAZYME	14.50%	\$0.00
ENZYME DEFICIENCY	ORFADIN	No Access	No Access
ENZYME DEFICIENCY	SUCRAID	14.50%	\$0.00
ENZYME DEFICIENCY	VIMIZIM	15.50%	\$0.00
ENZYME DEFICIENCY	VPRIV	15.50%	\$0.00
ENZYME DEFICIENCY	ZAVESCA	14.50%	\$0.00
GROWTH DEFICIENCY	GENOTROPIN	18.00%	\$0.00
GROWTH DEFICIENCY	HUMATROPE	18.00%	\$0.00
GROWTH DEFICIENCY	INCRELEX	8.50%	\$0.00
GROWTH DEFICIENCY	NORDITROPIN	18.00%	\$0.00
GROWTH DEFICIENCY	NUTROPIN	15.50%	\$0.00
GROWTH DEFICIENCY	OMNITROPE	15.50%	\$0.00
GROWTH DEFICIENCY	SAIZEN	15.50%	\$0.00
GROWTH DEFICIENCY	SEROSTIM	15.50%	\$0.00



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GROWTH DEFICIENCY	ZOMACTON	15.50%	\$0.00
GROWTH DEFICIENCY	ZORBTIVE	15.50%	\$0.00
HEMOPHILIA	ADVATE	27.20%	\$0.00
HEMOPHILIA	ALPHANATE	32.40%	\$0.00
HEMOPHILIA	ALPHANINE SD	32.40%	\$0.00
HEMOPHILIA	ALPROLIX	22.00%	\$0.00
HEMOPHILIA	BEBULIN	12.70%	\$0.00
HEMOPHILIA	BENEFIX	12.70%	\$0.00
HEMOPHILIA	CEPROTIN	13.70%	\$0.00
HEMOPHILIA	CORIFACT	27.20%	\$0.00
HEMOPHILIA	DDAVP	13.70%	\$0.00
HEMOPHILIA	DESMOPRESSIN ACETATE	45.00%	\$0.00
HEMOPHILIA	ELOCTATE	23.00%	\$0.00
HEMOPHILIA	FEIBA NF	32.40%	\$0.00
HEMOPHILIA	HELIXATE FS	32.40%	\$0.00
HEMOPHILIA	HEMOPIL M	37.60%	\$0.00
HEMOPHILIA	HUMATE-P	32.40%	\$0.00
HEMOPHILIA	IXINITY	22.00%	\$0.00
HEMOPHILIA	KOATE-DVI	30.00%	\$0.00
HEMOPHILIA	KOGENATE FS	34.50%	\$0.00
HEMOPHILIA	MONOCLATE-P	32.40%	\$0.00
HEMOPHILIA	MONONINE	27.20%	\$0.00
HEMOPHILIA	NOVOEIGHT	32.40%	\$0.00
HEMOPHILIA	NOVOSEVEN	30.00%	\$0.00
HEMOPHILIA	OBIZUR	No Access	No Access
HEMOPHILIA	PROFILNINE SD	27.20%	\$0.00
HEMOPHILIA	RECOMBINATE	32.40%	\$0.00
HEMOPHILIA	RIASTAP	18.00%	\$0.00
HEMOPHILIA	RIXUBIS	32.40%	\$0.00
HEMOPHILIA	STIMATE	13.70%	\$0.00
HEMOPHILIA	TRETEN	12.70%	\$0.00
HEMOPHILIA	WILATE	32.40%	\$0.00
HEMOPHILIA	XYNTHA	34.50%	\$0.00
HEPATITIS C	COPEGUS	15.50%	\$0.00
HEPATITIS C	DAKLINZA	18.00%	\$0.00
HEPATITIS C	HARVONI	18.00%	\$0.00
HEPATITIS C	INFERGEN	15.50%	\$0.00
HEPATITIS C	MODERIBA	15.50%	\$0.00
HEPATITIS C	OLYSIO	18.00%	\$0.00
HEPATITIS C	PEGASYS	18.00%	\$0.00
HEPATITIS C	PEGINTRON	15.50%	\$0.00
HEPATITIS C	REBETOL	15.50%	\$0.00
HEPATITIS C	RIBAPAK	65.00%	\$0.00
HEPATITIS C	RIBASPHERE	55.00%	\$0.00
HEPATITIS C	RIBAVIRIN	65.00%	\$0.00
HEPATITIS C	SOVALDI	18.00%	\$0.00



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HEPATITIS C	TECHNIVIE	18.00%	\$0.00
HEPATITIS C	VICTRELIS	18.00%	\$0.00
HEPATITIS C	VIEKIRA	18.00%	\$0.00
HEREDITARY ANGIOEDEMA	BERINERT	14.50%	\$0.00
HEREDITARY ANGIOEDEMA	CINRYZE	11.50%	\$0.00
HEREDITARY ANGIOEDEMA	FIRAZYR	14.50%	\$0.00
HEREDITARY ANGIOEDEMA	KALBITOR	14.50%	\$0.00
HEREDITARY ANGIOEDEMA	RUCONEST	14.50%	\$0.00
HYPERCHOLESTEROLEMIA	PRALUENT	12.70%	\$0.00
HYPERCHOLESTEROLEMIA	REPATHA	12.70%	\$0.00
IMMUNE DEFICIENCY	ACTIMMUNE	14.70%	\$0.00
IMMUNE DEFICIENCY	BIVIGAM	15.80%	\$0.00
IMMUNE DEFICIENCY	CARIMUNE NF NANOFILTERED	22.00%	\$0.00
IMMUNE DEFICIENCY	CYTOGAM	15.80%	\$0.00
IMMUNE DEFICIENCY	FLEBOGAMMA	22.00%	\$0.00
IMMUNE DEFICIENCY	GAMASTAN S-D	15.80%	\$0.00
IMMUNE DEFICIENCY	GAMMAGARD LIQUID	22.00%	\$0.00
IMMUNE DEFICIENCY	GAMMAGARD S-D	22.00%	\$0.00
IMMUNE DEFICIENCY	GAMMAKED	18.90%	\$0.00
IMMUNE DEFICIENCY	GAMMAPLEX	22.00%	\$0.00
IMMUNE DEFICIENCY	GAMUNEX	18.90%	\$0.00
IMMUNE DEFICIENCY	HIZENTRA	22.00%	\$0.00
IMMUNE DEFICIENCY	HYQVIA	22.00%	\$0.00
IMMUNE DEFICIENCY	OCTAGAM	15.80%	\$0.00
IMMUNE DEFICIENCY	PRIVIGEN	15.80%	\$0.00
INFERTILITY	BRAVELLE	15.50%	\$0.00
INFERTILITY	CETROTIDE	15.50%	\$0.00
INFERTILITY	CHORIONIC GONADOTROPIN	15.50%	\$0.00
INFERTILITY	CRINONE	15.50%	\$0.00
INFERTILITY	ENDOMETRIN	15.50%	\$0.00
INFERTILITY	FOLLISTIM AQ	15.50%	\$0.00
INFERTILITY	GANIRELIX ACETATE	15.50%	\$0.00
INFERTILITY	GONAL-F	15.50%	\$0.00
INFERTILITY	HUMAN CHORIONIC GONADOTROPIN	15.50%	\$0.00
INFERTILITY	MENOPUR	15.50%	\$0.00
INFERTILITY	MIRENA	No Access	No Access
INFERTILITY	NOVAREL	15.50%	\$0.00
INFERTILITY	OVIDREL	15.50%	\$0.00
INFERTILITY	PARAGARD	No Access	No Access
INFERTILITY	PREGNYL	15.50%	\$0.00
INFERTILITY	PROGESTERONE	30.00%	\$0.00
INFERTILITY	REPRONEX	15.50%	\$0.00
INFERTILITY	SKYLA	No Access	No Access
INFLAMMATORY CONDITIONS	ACTEMRA	8.50%	\$0.00
INFLAMMATORY CONDITIONS	ARCALYST	15.50%	\$0.00
INFLAMMATORY CONDITIONS	BENLYSTA	14.50%	\$0.00



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INFLAMMATORY CONDITIONS	CIMZIA	15.50%	\$0.00
INFLAMMATORY CONDITIONS	COSENTYX	14.50%	\$0.00
INFLAMMATORY CONDITIONS	ENBREL	18.00%	\$0.00
INFLAMMATORY CONDITIONS	ENTYVIO	14.50%	\$0.00
INFLAMMATORY CONDITIONS	HUMIRA	18.00%	\$0.00
INFLAMMATORY CONDITIONS	ILARIS	15.50%	\$0.00
INFLAMMATORY CONDITIONS	KINERET	No Access	No Access
INFLAMMATORY CONDITIONS	KRYSTEXXA	14.50%	\$0.00
INFLAMMATORY CONDITIONS	ORENCIA	12.50%	\$0.00
INFLAMMATORY CONDITIONS	OTEZLA	15.50%	\$0.00
INFLAMMATORY CONDITIONS	REMICADE	18.00%	\$0.00
INFLAMMATORY CONDITIONS	SIMPONI	14.50%	\$0.00
INFLAMMATORY CONDITIONS	STELARA	14.50%	\$0.00
INFLAMMATORY CONDITIONS	XELJANZ	15.50%	\$0.00
IRON TOXICITY	EXJADE	13.50%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	APOKYN	15.50%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	ARESTIN	14.50%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	BOTOX	18.00%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	CHENODAL	No Access	No Access
MISCELLANEOUS SPECIALTY CONDITIONS	CHOLBAM	No Access	No Access
MISCELLANEOUS SPECIALTY CONDITIONS	CYSTAGON	No Access	No Access
MISCELLANEOUS SPECIALTY CONDITIONS	CYSTARAN	No Access	No Access
MISCELLANEOUS SPECIALTY CONDITIONS	DARAPRIM	No Access	No Access
MISCELLANEOUS SPECIALTY CONDITIONS	DYSPORT	15.50%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	DUOPA	2.00%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	EGRIFTA	No Access	No Access
MISCELLANEOUS SPECIALTY CONDITIONS	FERRIPROX	No Access	No Access
MISCELLANEOUS SPECIALTY CONDITIONS	GATTEX	15.50%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	HEMANGEOL	No Access	No Access
MISCELLANEOUS SPECIALTY CONDITIONS	H.P. ACTHAR	15.50%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	HETLIOZ	15.50%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	JUXTAPID	No Access	No Access
MISCELLANEOUS SPECIALTY CONDITIONS	KEVEYIS	No Access	No Access
MISCELLANEOUS SPECIALTY CONDITIONS	KYNAMRO	14.50%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	MAKENA	15.50%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	MYOBLOC	18.00%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	NORTHERA	15.50%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	PRIALT	No Access	No Access
MISCELLANEOUS SPECIALTY CONDITIONS	PROCYSBI	12.70%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	RAVICTI	15.50%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	SABRIL	13.50%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	SAMSCA	14.50%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	SOLESTA	14.50%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	SOLIRIS	13.50%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	SPRIX	No Access	No Access
MISCELLANEOUS SPECIALTY CONDITIONS	STRENSIQ	No Access	No Access



Missouri Consolidated Health Care Plans (MCHCP) -Commercial
Mail Order Specialty Pharmacy Price List

BASIC		Mail Specialty	
THERAPY	DRUG	Exclusive AWP Discount	Dispensing Fee
MISCELLANEOUS SPECIALTY CONDITIONS	TETRABENAZINE	20.00%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	THIOLA	No Access	No Access
MISCELLANEOUS SPECIALTY CONDITIONS	VARITHENA	No Access	No Access
MISCELLANEOUS SPECIALTY CONDITIONS	VIVITROL	15.50%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	XENAZINE	15.50%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	XEOMIN	5.40%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	XIAFLEX	12.50%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	XYREM	11.50%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	ZECUITY	No Access	No Access
MULTIPLE SCLEROSIS	AMPYRA	18.00%	\$0.00
MULTIPLE SCLEROSIS	AUBAGIO	14.50%	\$0.00
MULTIPLE SCLEROSIS	AVONEX	18.00%	\$0.00
MULTIPLE SCLEROSIS	BETASERON	15.50%	\$0.00
MULTIPLE SCLEROSIS	COPAXONE 20 MG	18.00%	\$0.00
MULTIPLE SCLEROSIS	COPAXONE 40 MG	22.00%	\$0.00
MULTIPLE SCLEROSIS	EXTAVIA	18.00%	\$0.00
MULTIPLE SCLEROSIS	GILENYA	18.00%	\$0.00
MULTIPLE SCLEROSIS	GLATOPA	27.20%	\$0.00
MULTIPLE SCLEROSIS	LEMTRADA	15.50%	\$0.00
MULTIPLE SCLEROSIS	MITOXANTRONE HCL	15.50%	\$0.00
MULTIPLE SCLEROSIS	PLEGRIDY	15.50%	\$0.00
MULTIPLE SCLEROSIS	REBIF	18.00%	\$0.00
MULTIPLE SCLEROSIS	TECFIDERA	15.50%	\$0.00
MULTIPLE SCLEROSIS	TYSABRI	12.50%	\$0.00
OPHTHALMIC CONDITIONS	EYLEA	13.50%	\$0.00
OPHTHALMIC CONDITIONS	ILUVIEN	13.50%	\$0.00
OPHTHALMIC CONDITIONS	JETREA	No Access	No Access
OPHTHALMIC CONDITIONS	LUCENTIS	15.50%	\$0.00
OPHTHALMIC CONDITIONS	MACUGEN	15.50%	\$0.00
OPHTHALMIC CONDITIONS	OZURDEX	14.50%	\$0.00
OPHTHALMIC CONDITIONS	RETISERT	8.00%	\$0.00
OPHTHALMIC CONDITIONS	VISUDYNE	5.40%	\$0.00
OSTEOARTHRITIS	EUFLEXXA	15.50%	\$0.00
OSTEOARTHRITIS	GEL-ONE	15.50%	\$0.00
OSTEOARTHRITIS	HYALGAN	15.50%	\$0.00
OSTEOARTHRITIS	MONOVISC	15.50%	\$0.00
OSTEOARTHRITIS	ORTHOVISC	15.50%	\$0.00
OSTEOARTHRITIS	SUPARTZ FX	15.50%	\$0.00
OSTEOARTHRITIS	SYNVISC	15.50%	\$0.00
OSTEOPOROSIS	BONIVA	18.00%	\$0.00
OSTEOPOROSIS	FORTEO	18.00%	\$0.00
OSTEOPOROSIS	IBANDRONATE SODIUM	18.00%	\$0.00
OSTEOPOROSIS	PROLIA	14.50%	\$0.00
OSTEOPOROSIS	RECLAST	18.00%	\$0.00
PULMONARY HYPERTENSION	ADCIRCA	15.50%	\$0.00
PULMONARY HYPERTENSION	ADEMPAS	15.50%	\$0.00



**Missouri Consolidated Health Care Plans (MCHCP) -Commercial
Mail Order Specialty Pharmacy Price List**

<i>BASIC</i>		Mail Specialty	
THERAPY	DRUG	Exclusive AWP Discount	Dispensing Fee
PULMONARY HYPERTENSION	DILUENT FOR EPOPROSTENOL VIAL	8.00%	\$0.00
PULMONARY HYPERTENSION	DILUENT FOR FLOLAN VIAL	2.00%	\$0.00
PULMONARY HYPERTENSION	EPOPROSTENOL SODIUM	8.00%	\$0.00
PULMONARY HYPERTENSION	ESBRIET	15.50%	\$0.00
PULMONARY HYPERTENSION	FLOLAN	2.00%	\$0.00
PULMONARY HYPERTENSION	LETAIRIS	15.50%	\$0.00
PULMONARY HYPERTENSION	OFEV	15.50%	\$0.00
PULMONARY HYPERTENSION	OPSUMIT	15.50%	\$0.00
PULMONARY HYPERTENSION	ORENITRAM	15.50%	\$0.00
PULMONARY HYPERTENSION	REMODULIN	2.00%	\$0.00
PULMONARY HYPERTENSION	REVATIO	18.00%	\$0.00
PULMONARY HYPERTENSION	SILDENAFIL	65.00%	\$0.00
PULMONARY HYPERTENSION	TRACLEER	18.00%	\$0.00
PULMONARY HYPERTENSION	TYVASO	5.40%	\$0.00
PULMONARY HYPERTENSION	VELETRI	8.00%	\$0.00
PULMONARY HYPERTENSION	VENTAVIS	2.00%	\$0.00
RESPIRATORY SYNCYTIAL VIRUS	SYNAGIS	15.50%	\$0.00

SPECIALTY NET EFFECTIVE DISCOUNT GUARANTEES FOR MAIL ORDER CHANNEL

ESI guarantees that the overall annual Net Effective Discount for the products listed on the Specialty Price List that were dispensed through the mail order channel excluding Limited Distribution and Exclusive products will be at least **AWP (-) minus 18.00%** for MCHCP. Within one hundred eighty days (180) following the end of each contract year ESI will calculate the actual net effective discount for the products listed on the Specialty Price List that were dispensed through the mail order channel to determine if the guarantee has been met. If the actual overall Net Effective Discount is less than the guaranteed Net Effective Discount ESI will reimburse MCHCP the full dollar amount of the difference between the actual and guaranteed Net Effective Discounts. MCHCP will retain any amount that the actual Net Effective Discount exceeds the guaranteed Net Effective Discount. The calculation for the actual Net Effective Discount will be as follows: ((Total Ingredient Cost for the products listed on the Specialty Price List)) minus 1. This guarantee is contingent on MCHCP's continued participation in the current exclusive specialty arrangement.

1. The Client will receive 100% of Total Specialty Rebates.

2. The Client will receive 100% of the Manufacturer's Administrative Fee.

FOR RRA EXCLUSIVE OFFERS: 3. This proposal is contingent on ESI being the exclusive provider of Specialty Drugs through mail, (e.g. US Postal Service, FedEx, or other similar couriers), or the client's continued participation in the Specialty RRA program. This proposal may be modified based upon state law requirements.

4. ESI reserves the right to modify these lists and rates based on changing industry conditions upon written notice.

5. The above Mail Pricing Offer assumes a days' supply consistent with the Accredo Days' Supply Program.

6. The above drugs assume all forms and strengths with the exception of bulk chemicals and powders, including follow on generics. With the exception of the following: Oral forms of BONIVA(ibandronate sodium), Progesterone, and DDAVP(desmopressin acetate) are not considered specialty. Topical forms of Prograf and Astagraf (tacrolimus) are not considered specialty.

7. The above pricing is contingent on the Client's participation in the BASIC Formulary.



Missouri Consolidated Health Care Plans (MCHCP) -Commercial
Mail Order Specialty Pharmacy Price List

<i>BASIC</i>		Mail Specialty	
THERAPY	DRUG	Exclusive AWP Discount	Dispensing Fee

8. Lower of Logic: mail specialty claims will adjudicate at the lower of AWP or MAC,



Missouri Consolidated Health Care Plans (MCHCP) -EGWP
Mail Order Specialty Pharmacy Price List

		Mail Specialty	
THERAPY	DRUG	Non Exclusive AWP Discount	Dispensing Fee
ALPHA 1 DEFICIENCY	ARALAST	14.50%	\$0.00
ALPHA 1 DEFICIENCY	GLASSIA	14.50%	\$0.00
ALPHA 1 DEFICIENCY	PROLASTIN	No Access	No Access
ALPHA 1 DEFICIENCY	ZEMAIRA	14.50%	\$0.00
ANTICOAGULANT	ARIXTRA	14.50%	\$0.00
ANTICOAGULANT	ENOXAPARIN SODIUM	20.00%	\$0.00
ANTICOAGULANT	FONDAPARINUX SODIUM	20.00%	\$0.00
ANTICOAGULANT	FRAGMIN	14.50%	\$0.00
ANTICOAGULANT	IPRIVASK	14.50%	\$0.00
ANTICOAGULANT	LOVENOX	14.50%	\$0.00
ASTHMA	NUCALA	16.00%	\$0.00
ASTHMA	ORALAIR	No Access	No Access
ASTHMA	XOLAIR	16.00%	\$0.00
BLOOD CELL DEFICIENCY	ARANESP	14.50%	\$0.00
BLOOD CELL DEFICIENCY	EPOGEN	14.50%	\$0.00
BLOOD CELL DEFICIENCY	GRANIX	14.50%	\$0.00
BLOOD CELL DEFICIENCY	LEUKINE	14.50%	\$0.00
BLOOD CELL DEFICIENCY	MOZOBIL	14.50%	\$0.00
BLOOD CELL DEFICIENCY	NEULASTA	14.50%	\$0.00
BLOOD CELL DEFICIENCY	NEUMEGA	14.50%	\$0.00
BLOOD CELL DEFICIENCY	NEUPOGEN	14.50%	\$0.00
BLOOD CELL DEFICIENCY	NPLATE	14.50%	\$0.00
BLOOD CELL DEFICIENCY	PROCRIT	14.50%	\$0.00
BLOOD CELL DEFICIENCY	PROMACTA	14.50%	\$0.00
CANCER	ABRAXANE	14.50%	\$0.00
CANCER	ADCETRIS	13.50%	\$0.00
CANCER	AFINITOR	13.50%	\$0.00
CANCER	ARRANON	14.50%	\$0.00
CANCER	ARZERRA	14.50%	\$0.00
CANCER	AVASTIN	14.50%	\$0.00
CANCER	AZACITIDINE	14.50%	\$0.00
CANCER	BELEODAQ	No Access	No Access
CANCER	BEXAROTENE	16.00%	\$0.00
CANCER	BLINCYTO	No Access	No Access
CANCER	BOSULIF	14.50%	\$0.00
CANCER	CAPECITABINE	14.50%	\$0.00
CANCER	CAPRELSA	No Access	No Access
CANCER	COMETRIQ	No Access	No Access
CANCER	COTELLIC	14.50%	0.00%
CANCER	CYRAMZA	No Access	No Access
CANCER	DACOGEN	13.50%	\$0.00
CANCER	DECITABINE	13.50%	\$0.00
CANCER	ELIGARD	14.50%	\$0.00
CANCER	ERBITUX	14.50%	\$0.00
CANCER	ERIVEDGE	12.50%	\$0.00
CANCER	ERWINAZE	No Access	No Access



**Missouri Consolidated Health Care Plans (MCHCP) -EGWP
Mail Order Specialty Pharmacy Price List**

THERAPY	DRUG	Mail Specialty	
		Non Exclusive AWP Discount	Dispensing Fee
CANCER	FARYDAK	14.50%	\$0.00
CANCER	FIRMAGON	13.50%	\$0.00
CANCER	FOLOTYN	13.50%	\$0.00
CANCER	GAZYVA	14.50%	\$0.00
CANCER	GILOTRIF	13.50%	\$0.00
CANCER	GLEEVEC	16.00%	\$0.00
CANCER	HALAVEN	13.50%	\$0.00
CANCER	HERCEPTIN	14.50%	\$0.00
CANCER	HYCAMTIN	14.50%	\$0.00
CANCER	IBRANCE	14.50%	\$0.00
CANCER	ICLUSIG	No Access	No Access
CANCER	IMBRUVICA	No Access	No Access
CANCER	IMLYGIC	No Access	No Access
CANCER	INLYTA	14.50%	\$0.00
CANCER	INTRON A	14.50%	\$0.00
CANCER	IRESSA	13.50%	0.00%
CANCER	ISTODAX	14.50%	\$0.00
CANCER	IXEMPRA	13.50%	\$0.00
CANCER	JADENU	12.50%	\$0.00
CANCER	JAKAFI	14.50%	\$0.00
CANCER	JEVTANA	14.50%	\$0.00
CANCER	KADCYLA	14.50%	\$0.00
CANCER	KEPIVANCE	No Access	No Access
CANCER	KEYTRUDA	No Access	No Access
CANCER	KYPROLIS	No Access	No Access
CANCER	LENVIMA	14.50%	\$0.00
CANCER	LEUPROLIDE ACETATE	22.00%	\$0.00
CANCER	LONSURF	14.50%	\$0.00
CANCER	LUPANETA PACK	14.50%	\$0.00
CANCER	LUPRON DEPOT	14.50%	\$0.00
CANCER	LYNPARZA	No Access	No Access
CANCER	MARQIBO	No Access	No Access
CANCER	MATULANE	No Access	No Access
CANCER	MEKINIST	14.50%	\$0.00
CANCER	NEXAVAR	13.50%	\$0.00
CANCER	ODOMZO	14.50%	\$0.00
CANCER	ONIVYDE	No Access	No Access
CANCER	OPDIVO	14.50%	\$0.00
CANCER	PERJETA	13.50%	\$0.00
CANCER	POMALYST	14.50%	\$0.00
CANCER	PROLEUKIN	14.50%	\$0.00
CANCER	PROTHELIAL	14.50%	\$0.00
CANCER	PROVENGE	No Access	No Access
CANCER	PURIXAN	No Access	No Access
CANCER	REVLIMID	14.50%	\$0.00
CANCER	RITUXAN	14.50%	\$0.00



Missouri Consolidated Health Care Plans (MCHCP) -EGWP
Mail Order Specialty Pharmacy Price List

		Mail Specialty	
THERAPY	DRUG	Non Exclusive AWP Discount	Dispensing Fee
CANCER	SPRYCEL	12.50%	\$0.00
CANCER	STIVARGA	14.50%	\$0.00
CANCER	SUTENT	14.50%	\$0.00
CANCER	SYLATRON	14.50%	\$0.00
CANCER	SYLVANT	13.50%	\$0.00
CANCER	SYNRIBO	No Access	No Access
CANCER	TAFINLAR	14.50%	\$0.00
CANCER	TAGRISSO	13.50%	\$0.00
CANCER	TARCEVA	16.00%	\$0.00
CANCER	TARGRETIN	16.00%	\$0.00
CANCER	TASIGNA	13.50%	\$0.00
CANCER	TEMODAR	14.50%	\$0.00
CANCER	TEMOZOLOMIDE	25.00%	\$0.00
CANCER	THALOMID	14.50%	\$0.00
CANCER	THYROGEN	13.50%	\$0.00
CANCER	TOPOTECAN HCL	14.50%	\$0.00
CANCER	TORISEL	14.50%	\$0.00
CANCER	TREANDA	14.50%	\$0.00
CANCER	TYKERB	13.50%	\$0.00
CANCER	UNITUXIN	No Access	No Access
CANCER	VALCHLOR	5.40%	\$0.00
CANCER	VALSTAR	13.50%	\$0.00
CANCER	VANTAS	13.50%	\$0.00
CANCER	VECTIBIX	13.50%	\$0.00
CANCER	VELCADE	14.50%	\$0.00
CANCER	VIDAZA	14.50%	\$0.00
CANCER	VOTRIENT	13.50%	\$0.00
CANCER	XALKORI	14.50%	\$0.00
CANCER	XELODA	14.50%	\$0.00
CANCER	XGEVA	13.50%	\$0.00
CANCER	XOFIGO	No Access	No Access
CANCER	XTANDI	14.50%	\$0.00
CANCER	YERVOY	14.50%	\$0.00
CANCER	YONDELIS	No Access	No Access
CANCER	ZALTRAP	14.50%	\$0.00
CANCER	ZARXIO	14.50%	\$0.00
CANCER	ZELBORAF	12.50%	\$0.00
CANCER	ZOLADEX	14.50%	\$0.00
CANCER	ZOLEDRONIC ACID	27.00%	\$0.00
CANCER	ZOLINZA	14.50%	\$0.00
CANCER	ZOMETA	14.50%	\$0.00
CANCER	ZYDELIG	No Access	No Access
CANCER	ZYKADIA	12.50%	\$0.00
CANCER	ZYTIGA	14.50%	\$0.00
CONTRACEPTIVE	LILETTA	0.00%	\$0.00
CONTRACEPTIVE	NEXPLANON	0.00%	\$0.00



Missouri Consolidated Health Care Plans (MCHCP) -EGWP
Mail Order Specialty Pharmacy Price List

		Mail Specialty	
THERAPY	DRUG	Non Exclusive AWP Discount	Dispensing Fee
CYSTIC FIBROSIS	BETHKIS	14.50%	\$0.00
CYSTIC FIBROSIS	CAYSTON	No Access	No Access
CYSTIC FIBROSIS	KALYDECO	14.50%	\$0.00
CYSTIC FIBROSIS	KITABIS PAK	14.50%	\$0.00
CYSTIC FIBROSIS	ORKAMBI	14.50%	\$0.00
CYSTIC FIBROSIS	PULMOZYME	14.50%	\$0.00
CYSTIC FIBROSIS	TOBI	14.50%	\$0.00
CYSTIC FIBROSIS	TOBRAMYCIN	14.50%	\$0.00
ENDOCRINE DISORDERS	AVEED	No Access	No Access
ENDOCRINE DISORDERS	KORLYM	No Access	No Access
ENDOCRINE DISORDERS	KUVAN	14.50%	\$0.00
ENDOCRINE DISORDERS	MIRCERA	No Access	No Access
ENDOCRINE DISORDERS	MYALEPT	5.40%	\$0.00
ENDOCRINE DISORDERS	NATPARA	13.50%	\$0.00
ENDOCRINE DISORDERS	OCTREOTIDE ACETATE	27.00%	\$0.00
ENDOCRINE DISORDERS	SANDOSTATIN	14.50%	\$0.00
ENDOCRINE DISORDERS	SIGNIFOR	11.50%	\$0.00
ENDOCRINE DISORDERS	SOMATULINE DEPOT	14.50%	\$0.00
ENDOCRINE DISORDERS	SOMAVERT	13.50%	\$0.00
ENDOCRINE DISORDERS	SUPPRELIN LA	14.50%	\$0.00
ENDOCRINE DISORDERS	TESTOPEL	No Access	No Access
ENZYME DEFICIENCY	ADAGEN	No Access	No Access
ENZYME DEFICIENCY	ALDURAZYME	7.50%	\$0.00
ENZYME DEFICIENCY	CARBAGLU	7.50%	\$0.00
ENZYME DEFICIENCY	CERDELGA	13.50%	\$0.00
ENZYME DEFICIENCY	CEREZYME	14.50%	\$0.00
ENZYME DEFICIENCY	CYSTADANE	No Access	No Access
ENZYME DEFICIENCY	ELAPRASE	14.50%	\$0.00
ENZYME DEFICIENCY	ELELYSO	No Access	No Access
ENZYME DEFICIENCY	FABRAZYME	7.50%	\$0.00
ENZYME DEFICIENCY	LUMIZYME	13.50%	\$0.00
ENZYME DEFICIENCY	MYOZYME	13.50%	\$0.00
ENZYME DEFICIENCY	NAGLAZYME	13.50%	\$0.00
ENZYME DEFICIENCY	ORFADIN	No Access	No Access
ENZYME DEFICIENCY	SUCRAID	13.50%	\$0.00
ENZYME DEFICIENCY	VIMIZIM	14.50%	\$0.00
ENZYME DEFICIENCY	VPRIV	14.50%	\$0.00
ENZYME DEFICIENCY	ZAVESCA	13.50%	\$0.00
GROWTH DEFICIENCY	GENOTROPIN	16.00%	\$0.00
GROWTH DEFICIENCY	HUMATROPE	16.00%	\$0.00
GROWTH DEFICIENCY	INCRELEX	8.00%	\$0.00
GROWTH DEFICIENCY	NORDITROPIN	16.00%	\$0.00
GROWTH DEFICIENCY	NUTROPIN	14.50%	\$0.00
GROWTH DEFICIENCY	OMNITROPE	14.50%	\$0.00
GROWTH DEFICIENCY	SAIZEN	14.50%	\$0.00
GROWTH DEFICIENCY	SEROSTIM	14.50%	\$0.00



**Missouri Consolidated Health Care Plans (MCHCP) -EGWP
Mail Order Specialty Pharmacy Price List**

THERAPY	DRUG	Mail Specialty	
		Non Exclusive AWP Discount	Dispensing Fee
GROWTH DEFICIENCY	ZOMACTON	14.50%	\$0.00
GROWTH DEFICIENCY	ZORBTIVE	14.50%	\$0.00
HEMOPHILIA	ADVATE	22.00%	\$0.00
HEMOPHILIA	ALPHANATE	29.30%	\$0.00
HEMOPHILIA	ALPHANINE SD	29.30%	\$0.00
HEMOPHILIA	ALPROLIX	15.80%	\$0.00
HEMOPHILIA	BEBULIN	5.40%	\$0.00
HEMOPHILIA	BENEFIX	12.70%	\$0.00
HEMOPHILIA	CEPROTIN	12.70%	\$0.00
HEMOPHILIA	CORIFACT	22.00%	\$0.00
HEMOPHILIA	DDAVP	12.70%	\$0.00
HEMOPHILIA	DESMOPRESSIN ACETATE	45.00%	\$0.00
HEMOPHILIA	ELOCTATE	20.00%	\$0.00
HEMOPHILIA	FEIBA NF	27.00%	\$0.00
HEMOPHILIA	HELIXATE FS	27.00%	\$0.00
HEMOPHILIA	HEMOFIL M	27.00%	\$0.00
HEMOPHILIA	HUMATE-P	29.30%	\$0.00
HEMOPHILIA	IXINITY	15.80%	\$0.00
HEMOPHILIA	KOATE-DVI	27.00%	\$0.00
HEMOPHILIA	KOGENATE FS	27.00%	\$0.00
HEMOPHILIA	MONOCLATE-P	27.00%	\$0.00
HEMOPHILIA	MONONINE	25.00%	\$0.00
HEMOPHILIA	NOVOEIGHT	27.00%	\$0.00
HEMOPHILIA	NOVOSEVEN	25.00%	\$0.00
HEMOPHILIA	OBIZUR	No Access	No Access
HEMOPHILIA	PROFILNINE SD	27.00%	\$0.00
HEMOPHILIA	RECOMBINATE	27.00%	\$0.00
HEMOPHILIA	RIASTAP	12.70%	\$0.00
HEMOPHILIA	RIXUBIS	29.30%	\$0.00
HEMOPHILIA	STIMATE	13.70%	\$0.00
HEMOPHILIA	TRETEN	5.40%	\$0.00
HEMOPHILIA	WILATE	29.30%	\$0.00
HEMOPHILIA	XYNTHA	22.00%	\$0.00
HEPATITIS C	COPEGUS	14.50%	\$0.00
HEPATITIS C	DAKLINZA	16.00%	\$0.00
HEPATITIS C	HARVONI	16.00%	\$0.00
HEPATITIS C	INFERGEN	14.50%	\$0.00
HEPATITIS C	MODERIBA	14.50%	\$0.00
HEPATITIS C	OLYSIO	16.00%	\$0.00
HEPATITIS C	PEGASYS	16.00%	\$0.00
HEPATITIS C	PEGINTRON	14.50%	\$0.00
HEPATITIS C	REBETOL	14.50%	\$0.00
HEPATITIS C	RIBAPAK	65.00%	\$0.00
HEPATITIS C	RIBASPHERE	55.00%	\$0.00
HEPATITIS C	RIBAVIRIN	65.00%	\$0.00
HEPATITIS C	SOVALDI	16.00%	\$0.00



**Missouri Consolidated Health Care Plans (MCHCP) -EGWP
Mail Order Specialty Pharmacy Price List**

		Mail Specialty	
THERAPY	DRUG	Non Exclusive AWP Discount	Dispensing Fee
HEPATITIS C	TECHNIVIE	16.00%	\$0.00
HEPATITIS C	VICTRELIS	16.00%	\$0.00
HEPATITIS C	VIEKIRA	16.00%	\$0.00
HEREDITARY ANGIOEDEMA	BERINERT	13.50%	\$0.00
HEREDITARY ANGIOEDEMA	CINRYZE	7.50%	\$0.00
HEREDITARY ANGIOEDEMA	FIRAZYR	13.50%	\$0.00
HEREDITARY ANGIOEDEMA	KALBITOR	13.50%	\$0.00
HEREDITARY ANGIOEDEMA	RUCONEST	13.50%	\$0.00
HYPERCHOLESTEROLEMIA	PRALUENT	12.50%	\$0.00
HYPERCHOLESTEROLEMIA	REPATHA	12.50%	\$0.00
IMMUNE DEFICIENCY	ACTIMMUNE	14.70%	\$0.00
IMMUNE DEFICIENCY	BIVIGAM	15.80%	\$0.00
IMMUNE DEFICIENCY	CARIMUNE NF NANOFILTERED	16.00%	\$0.00
IMMUNE DEFICIENCY	CYTOGAM	14.70%	\$0.00
IMMUNE DEFICIENCY	FLEBOGAMMA	15.80%	\$0.00
IMMUNE DEFICIENCY	GAMASTAN S-D	15.80%	\$0.00
IMMUNE DEFICIENCY	GAMMAGARD LIQUID	15.80%	\$0.00
IMMUNE DEFICIENCY	GAMMAGARD S-D	15.80%	\$0.00
IMMUNE DEFICIENCY	GAMMAKED	15.80%	\$0.00
IMMUNE DEFICIENCY	GAMMAPLEX	14.70%	\$0.00
IMMUNE DEFICIENCY	GAMUNEX	15.80%	\$0.00
IMMUNE DEFICIENCY	HIZENTRA	14.70%	\$0.00
IMMUNE DEFICIENCY	HYQVIA	14.70%	\$0.00
IMMUNE DEFICIENCY	OCTAGAM	14.70%	\$0.00
IMMUNE DEFICIENCY	PRIVIGEN	13.70%	\$0.00
INFERTILITY	BRAVELLE	14.50%	\$0.00
INFERTILITY	CETROTIDE	14.50%	\$0.00
INFERTILITY	CHORIONIC GONADOTROPIN	14.50%	\$0.00
INFERTILITY	CRINONE	14.50%	\$0.00
INFERTILITY	ENDOMETRIN	14.50%	\$0.00
INFERTILITY	FOLLISTIM AQ	14.50%	\$0.00
INFERTILITY	GANIRELIX ACETATE	14.50%	\$0.00
INFERTILITY	GONAL-F	14.50%	\$0.00
INFERTILITY	HUMAN CHORIONIC GONADOTROPIN	14.50%	\$0.00
INFERTILITY	MENOPUR	14.50%	\$0.00
INFERTILITY	MIRENA	No Access	No Access
INFERTILITY	NOVAREL	14.50%	\$0.00
INFERTILITY	OVIDREL	14.50%	\$0.00
INFERTILITY	PARAGARD	No Access	No Access
INFERTILITY	PREGNYL	14.50%	\$0.00
INFERTILITY	PROGESTERONE	30.00%	\$0.00
INFERTILITY	REPRONEX	14.50%	\$0.00
INFERTILITY	SKYLA	No Access	No Access
INFLAMMATORY CONDITIONS	ACTEMRA	8.00%	\$0.00
INFLAMMATORY CONDITIONS	ARCALYST	14.50%	\$0.00
INFLAMMATORY CONDITIONS	BENLYSTA	13.50%	\$0.00



Missouri Consolidated Health Care Plans (MCHCP) -EGWP
Mail Order Specialty Pharmacy Price List

		Mail Specialty	
THERAPY	DRUG	Non Exclusive AWP Discount	Dispensing Fee
INFLAMMATORY CONDITIONS	CIMZIA	14.50%	\$0.00
INFLAMMATORY CONDITIONS	COSENTYX	13.50%	\$0.00
INFLAMMATORY CONDITIONS	ENBREL	16.00%	\$0.00
INFLAMMATORY CONDITIONS	ENTYVIO	13.50%	\$0.00
INFLAMMATORY CONDITIONS	HUMIRA	16.00%	\$0.00
INFLAMMATORY CONDITIONS	ILARIS	14.50%	\$0.00
INFLAMMATORY CONDITIONS	KINERET	No Access	No Access
INFLAMMATORY CONDITIONS	KRYSTEXXA	13.50%	\$0.00
INFLAMMATORY CONDITIONS	ORENCIA	11.50%	\$0.00
INFLAMMATORY CONDITIONS	OTEZLA	14.50%	\$0.00
INFLAMMATORY CONDITIONS	REMICADE	16.00%	\$0.00
INFLAMMATORY CONDITIONS	SIMPONI	13.50%	\$0.00
INFLAMMATORY CONDITIONS	STELARA	13.50%	\$0.00
INFLAMMATORY CONDITIONS	XELJANZ	14.50%	\$0.00
IRON TOXICITY	EXJADE	12.50%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	APOKYN	14.50%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	ARESTIN	13.50%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	BOTOX	16.00%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	CHENODAL	No Access	No Access
MISCELLANEOUS SPECIALTY CONDITIONS	CHOLBAM	No Access	No Access
MISCELLANEOUS SPECIALTY CONDITIONS	CYSTAGON	No Access	No Access
MISCELLANEOUS SPECIALTY CONDITIONS	CYSTARAN	No Access	No Access
MISCELLANEOUS SPECIALTY CONDITIONS	DARAPRIM	No Access	No Access
MISCELLANEOUS SPECIALTY CONDITIONS	DYSPORT	14.50%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	DUOPA	1.00%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	EGRIFTA	No Access	No Access
MISCELLANEOUS SPECIALTY CONDITIONS	FERRIPROX	No Access	No Access
MISCELLANEOUS SPECIALTY CONDITIONS	GATTEX	14.50%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	HEMANGEOL	No Access	No Access
MISCELLANEOUS SPECIALTY CONDITIONS	H.P. ACTHAR	14.50%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	HETLIOZ	14.50%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	JUXTAPID	No Access	No Access
MISCELLANEOUS SPECIALTY CONDITIONS	KEVEYIS	No Access	No Access
MISCELLANEOUS SPECIALTY CONDITIONS	KYNAMRO	13.50%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	MAKENA	14.50%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	MYOBLOC	16.00%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	NORTHERA	14.50%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	PRIALT	No Access	No Access
MISCELLANEOUS SPECIALTY CONDITIONS	PROCYSBI	5.40%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	RAVICTI	14.50%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	SABRIL	12.50%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	SAMSCA	13.50%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	SOLESTA	13.50%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	SOLIRIS	12.50%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	SPRIX	No Access	No Access
MISCELLANEOUS SPECIALTY CONDITIONS	STRENSIQ	No Access	No Access



Missouri Consolidated Health Care Plans (MCHCP) -EGWP
Mail Order Specialty Pharmacy Price List

		Mail Specialty	
THERAPY	DRUG	Non Exclusive AWP Discount	Dispensing Fee
MISCELLANEOUS SPECIALTY CONDITIONS	TETRABENAZINE	20.00%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	THIOLA	No Access	No Access
MISCELLANEOUS SPECIALTY CONDITIONS	VARITHENA	No Access	No Access
MISCELLANEOUS SPECIALTY CONDITIONS	VIVITROL	14.50%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	XENAZINE	14.50%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	XEOMIN	5.40%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	XIAFLEX	11.50%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	XYREM	10.50%	\$0.00
MISCELLANEOUS SPECIALTY CONDITIONS	ZECUITY	No Access	No Access
MULTIPLE SCLEROSIS	AMPYRA	16.00%	\$0.00
MULTIPLE SCLEROSIS	AUBAGIO	13.50%	\$0.00
MULTIPLE SCLEROSIS	AVONEX	16.00%	\$0.00
MULTIPLE SCLEROSIS	BETASERON	14.50%	\$0.00
MULTIPLE SCLEROSIS	COPAXONE 20 MG	16.00%	\$0.00
MULTIPLE SCLEROSIS	COPAXONE 40 MG	16.00%	\$0.00
MULTIPLE SCLEROSIS	EXTAVIA	16.00%	\$0.00
MULTIPLE SCLEROSIS	GILENYA	16.00%	\$0.00
MULTIPLE SCLEROSIS	GLATOPA	27.00%	\$0.00
MULTIPLE SCLEROSIS	LEMTRADA	14.50%	\$0.00
MULTIPLE SCLEROSIS	MITOXANTRONE HCL	14.50%	\$0.00
MULTIPLE SCLEROSIS	PLEGRIDY	14.50%	\$0.00
MULTIPLE SCLEROSIS	REBIF	16.00%	\$0.00
MULTIPLE SCLEROSIS	TECFIDERA	14.50%	\$0.00
MULTIPLE SCLEROSIS	TYSABRI	11.50%	\$0.00
OPHTHALMIC CONDITIONS	EYLEA	12.50%	\$0.00
OPHTHALMIC CONDITIONS	ILUVIEN	12.50%	\$0.00
OPHTHALMIC CONDITIONS	JETREA	No Access	No Access
OPHTHALMIC CONDITIONS	LUCENTIS	14.50%	\$0.00
OPHTHALMIC CONDITIONS	MACUGEN	14.50%	\$0.00
OPHTHALMIC CONDITIONS	OZURDEX	13.50%	\$0.00
OPHTHALMIC CONDITIONS	RETISERT	7.50%	\$0.00
OPHTHALMIC CONDITIONS	VISUDYNE	5.40%	\$0.00
OSTEOARTHRITIS	EUFLEXXA	14.50%	\$0.00
OSTEOARTHRITIS	GEL-ONE	14.50%	\$0.00
OSTEOARTHRITIS	HYALGAN	14.50%	\$0.00
OSTEOARTHRITIS	MONOVISC	14.50%	\$0.00
OSTEOARTHRITIS	ORTHOVISC	14.50%	\$0.00
OSTEOARTHRITIS	SUPARTZ FX	14.50%	\$0.00
OSTEOARTHRITIS	SYNVISC	14.50%	\$0.00
OSTEOPOROSIS	BONIVA	16.00%	\$0.00
OSTEOPOROSIS	FORTEO	16.00%	\$0.00
OSTEOPOROSIS	IBANDRONATE SODIUM	16.00%	\$0.00
OSTEOPOROSIS	PROLIA	13.50%	\$0.00
OSTEOPOROSIS	RECLAST	16.00%	\$0.00
PULMONARY HYPERTENSION	ADCIRCA	14.50%	\$0.00
PULMONARY HYPERTENSION	ADEMPAS	14.50%	\$0.00



**Missouri Consolidated Health Care Plans (MCHCP) -EGWP
Mail Order Specialty Pharmacy Price List**

		Mail Specialty	
THERAPY	DRUG	Non Exclusive AWP Discount	Dispensing Fee
PULMONARY HYPERTENSION	DILUENT FOR EPOPROSTENOL VIAL	5.00%	\$0.00
PULMONARY HYPERTENSION	DILUENT FOR FLOLAN VIAL	1.00%	\$0.00
PULMONARY HYPERTENSION	EPOPROSTENOL SODIUM	5.00%	\$0.00
PULMONARY HYPERTENSION	ESBRIET	14.50%	\$0.00
PULMONARY HYPERTENSION	FLOLAN	1.00%	\$0.00
PULMONARY HYPERTENSION	LETAIRIS	14.50%	\$0.00
PULMONARY HYPERTENSION	OFEV	14.50%	\$0.00
PULMONARY HYPERTENSION	OPSUMIT	14.50%	\$0.00
PULMONARY HYPERTENSION	ORENITRAM	14.50%	\$0.00
PULMONARY HYPERTENSION	REMODULIN	1.00%	\$0.00
PULMONARY HYPERTENSION	REVATIO	16.00%	\$0.00
PULMONARY HYPERTENSION	SILDENAFIL	65.00%	\$0.00
PULMONARY HYPERTENSION	TRACLEER	16.00%	\$0.00
PULMONARY HYPERTENSION	TYVASO	3.00%	\$0.00
PULMONARY HYPERTENSION	VELETRI	5.00%	\$0.00
PULMONARY HYPERTENSION	VENTAVIS	1.00%	\$0.00
RESPIRATORY SYNCYTIAL VIRUS	SYNAGIS	14.50%	\$0.00

SPECIALTY NET EFFECTIVE DISCOUNT GUARANTEES FOR MAIL ORDER CHANNEL

ESI guarantees that the overall annual Net Effective Discount for the products listed on the Specialty Price List that were dispensed through the mail order channel excluding Limited Distribution and Exclusive products will be at least **AWP (-) minus 16.00%** for MCHCP. Within one hundred eighty days (180) following the end of each contract year ESI will calculate the actual net effective discount for the products listed on the Specialty Price List that were dispensed through the mail order channel to determine if the guarantee has been met. If the actual overall Net Effective Discount is less than the guaranteed Net Effective Discount ESI will reimburse MCHCP the full dollar amount of the difference between the actual and guaranteed Net Effective Discounts. MCHCP will retain any amount that the actual Net Effective Discount exceeds the guaranteed Net Effective Discount. The calculation for the actual Net Effective Discount will be as follows: ((Total Ingredient Cost for the products listed on the Specialty Price List)) minus 1.

1. The Client will receive 100% of Total Specialty Rebates.
2. The Client will receive 100% of the Manufacturer's Administrative Fee.
3. ESI reserves the right to modify these lists and rates based on changing industry conditions upon written notice.
4. The above Mail Pricing Offer assumes a days' supply consistent with the Accredo Days' Supply Program.
5. The above drugs assume all forms and strengths with the exception of bulk chemicals and powders, including follow on generics. With the exception of the following: Oral forms of BONIVA(ibandronate sodium), Progesterone, and DDAVP(desmopressin acetate) are not considered specialty. Topical forms of Prograf and Astagraf (tacrolimus) are not considered specialty.
6. The above pricing is contingent on the Client's participation in the National Medicare Transition Formulary.
7. Lower of Logic: mail specialty claims will adjudicate at the lower of AWP or MAC,

**BUSINESS ASSOCIATE AGREEMENT
BETWEEN
MISSOURI CONSOLIDATED HEALTH CARE PLAN
AND EXPRESS SCRIPTS INC.**

This Business Associate Agreement (“Agreement”) between the Missouri Consolidated Health Care Plan (hereinafter “Covered Entity” or “MCHCP”) and Express Scripts Inc. (hereinafter “Business Associate”) is effective January 1, 2017, and entered into as a result of the business relationship between the parties in connection with services requested and performed under Contract #01-012017-PBM, , (hereinafter the “Contract”).

This Agreement supersedes all other agreements, including any previous business associate agreements, between the parties with respect to the specific matters addressed herein. In the event the terms of this Agreement are contrary to or inconsistent with any provisions of the Contract or any other agreements between the parties, this Agreement shall prevail, subject in all respects to the Health Insurance Portability and Accountability Act of 1996, as amended (the “Act”), the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (the “HITECH Act”), and the HIPAA Rules, as defined in Section 2.1 below.

1 Purpose.

The Contract addresses and relates to the provision of pharmacy benefit manager services.

The purpose of this Agreement is to comply with requirements of the Act, the HITECH Act, and the implementing regulations enacted under the Act and the HITECH Act, 45 CFR Parts 160 - 164, as amended, to the extent such laws relate to the obligations of business associates, and to the extent such laws relate to obligations of MCHCP in connection with services performed by Pharmacy Benefit Manager for or on behalf of MCHCP under the Contract. This Agreement is required to allow the parties to lawfully perform their respective duties and maintain the business relationship described in the Contract.

2 Definitions.

2.1 For purposes of this Agreement:

“Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR § 160.103, and in reference to this Agreement, shall mean Pharmacy Benefit Manager.

“Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR § 160.103, and in reference to this Agreement, shall mean MCHCP.

“HIPAA Rules” shall mean the Privacy, Security, Transaction Standards, Breach Notification, and Enforcement Rules set forth in 45 CFR Parts 160, 162, and 164, as amended.

2.2 Unless otherwise expressly stated in this Agreement, all words, terms, specifications, and requirements used or referenced in this Agreement which are defined in the HIPAA Rules shall have the same meanings as described in the HIPAA Rules, including but not limited to: breach; data aggregation; designated record set; disclose or disclosure; electronic media; electronic protected health information (“ePHI”); family member; genetic information; health care; health information; health care operations; individual; individually identifiable health information; marketing; minimum necessary; notice of

privacy practices; person; protected health information (“PHI”); required by law; Secretary; security incident; standard; subcontractor; transaction; unsecured PHI; use; violation or violate; and workforce.

- 2.3 To the extent a term is defined in the Contract and this Agreement, the definition in this Agreement, subject in all material respects to the HIPAA Rules, shall govern.
- 2.4 Notwithstanding the forgoing, for ease of reference throughout this Agreement, Business Associate understands and agrees that wherever PHI is referenced in this Agreement, it shall be deemed to include all MCHCP-related PHI in any format or media including paper, recordings, electronic media, emails, and all forms of MCHCP-related ePHI in any data state, be it data in motion, data at rest, data in use, or otherwise.

3 Obligations and Activities of Business Associate.

- 3.1 Business Associate agrees to not use or disclose PHI other than as permitted or required by this Agreement or the HIPAA Rules or as required by law.
- 3.2 Appropriate Safeguards. Business Associate agrees to implement, maintain, and use appropriate administrative, physical, and technical safeguards, and fully comply with all applicable standards, implementation specifications, and requirements of Subpart C of 45 CFR Part 164 with respect to ePHI, in order to: (i) ensure the confidentiality, integrity, and availability of ePHI created, received, maintained, or transmitted; (ii) protect against any reasonably anticipated threats or hazards to the security or integrity of such information; and (iii) protect against any reasonably anticipated use or disclosure of ePHI by Business Associate and its workforce other than as provided for by this Agreement.
- 3.3 Subcontractors. Pursuant to §§ 164.308(b)(2) and 164.502(e)(1)(ii), Business Associate agrees it will not permit any subcontractors to create, receive, access, use, maintain, disclose, or transmit PHI in connection with, on behalf of, or under the direction of Business Associate in connection with performing its duties and obligations under the Contract unless and until Business Associate obtains satisfactory assurances in the form of a written contract or written agreement in accordance with §§ 164.504(e) and 164.314(a)(2) that the subcontractor(s) will appropriately safeguard PHI and in all respects comply with at least the same restrictions, conditions, and requirements applicable to Business Associate under the HIPAA Rules and this Agreement with respect to such information.
- 3.4 Reports to MCHCP. Business Associate agrees to report any use or disclosure of PHI not authorized or provided for by this Agreement, including breaches of unsecured PHI and any security incident involving MCHCP to MCHCP in accordance with the notice provisions prescribed in this Section 3.4. To the extent that Business Associate creates, receives, maintains or transmits electronic PHI, Business Associate agrees to report any Security Incident, as determined by ESI, involving PHI of which ESI becomes aware within seventy-two (72) hours. Business Associate shall comply with 45 C.F.R. § 164.402 and shall, following the discovery of a breach of unsecured PHI, notify the MCHCP of such breach as soon as practicable but no later than thirty (30) days following discovery in accordance with 45 C.F.R. § 164.410.
 - 3.4.1 The notice shall be delivered to, and confirmed received by, MCHCP without unreasonable delay.

3.4.2 The notice shall be in writing, which such writing may take the form of an e-mail, and sent to both of the following MCHCP workforce members:

- MCHCP's Privacy Officer → currently Jennifer Stilabower, (573) 522-3242, Jennifer.Stilabower@mchcp.org, 832 Weathered Rock Court, Jefferson City, MO 65101
- MCHCP's Security Officer → currently Bruce Lowe, (573) 526-3114, Bruce.Lowe@mchcp.org, 832 Weathered Rock Court, Jefferson City, MO 65101

3.4.3 Notice of a breach shall include to the fullest extent possible the information required for notification of a breach under 45 C.F.R. §§ 164.404 and 164.410. In addition, Business Associate shall provide MCHCP a copy of the results of Business Associate's internal investigation and risk assessment.

3.4.4 Business Associate further agrees to provide additional information upon and as reasonably requested by MCHCP.

3.4.5 The parties agree to work together in good faith, making every reasonable effort to reach consensus regarding whether a particular circumstance constitutes a breach or otherwise warrants notification, publication, or reporting to any affected individual, government body, or the public and also the appropriate means and content of any notification, publication, or report. Notwithstanding the foregoing, all final decisions involving questions of breach of PHI shall be made by MCHCP, including whether a breach has occurred, and any notification, publication, or public reporting required or reasonably advisable under the HIPAA Rules and MCHCP's Notice of Privacy Practices based on all objective and verifiable information provided to MCHCP by Business Associate under this Section 3.4. Business Associate agrees to bear all reasonable and actual, direct costs associated with any notifications, publications, or public reports required by the HIPAA Rules relating to breaches of PHI by Business Associate, any subcontractor of Business Associate, and any employee or workforce member of Business Associate and/or its subcontractors.

3.5 Confidential Communications. Business Associate agrees it will promptly implement and honor individual requests to receive PHI by alternative means or at an alternative location provided such request has been directed to and approved by MCHCP in accordance with § 164.522(b) applicable to covered entities.

3.6 Individual Access to PHI. If an individual requests access to PHI under § 164.524, Business Associate agrees it will make all PHI about the individual which Business Associate created or received for or from MCHCP that is in Business Associate's custody or control available in a designated record set to the requesting individual or his or her authorized designee, in order to satisfy MCHCP's obligations as follows:

3.6.1 If Business Associate receives a request for individual PHI in a designated record set from MCHCP, Business Associate will provide the requested information to MCHCP within ten (10) business days from the date of the request in a readily accessible and readable form and manner or as otherwise reasonably specified in the request.

3.6.2 If Business Associate receives a request directly from an individual, or if requested by MCHCP that access be provided to the individual, Business Associate shall provide access to the individual to PHI in a Designated Record Set within thirty (30) days in order to meet the requirements under 45 C.F.R. § 164.524.

3.7 Amendments of PHI. Business Associate agrees it will make any appropriate amendment(s) to PHI in a designated record set as directed or agreed to by MCHCP pursuant to § 164.526, and take other measures as necessary and reasonably requested by MCHCP to satisfy MCHCP's obligations under § 164.526.

3.7.1 Within sixty (60) days of a request by subject individual, Business Associate agrees to make any appropriate amendment(s) to PHI in a Designated Record Set pursuant to 45 C.F.R. § 164.526.

3.8 PHI Disclosure Accounting. Business Associate agrees to document, maintain, and make available to MCHCP within thirty (30) calendar days of a request from MCHCP for all disclosures made by or under the control of Business Associate or its subcontractors that are subject to accounting, including all information required, under § 164.528 to satisfy MCHCP's obligations regarding accounting of disclosures of PHI.

3.8.1 Within sixty (60) days of proper request by subject individual, Business Associate agrees to make available to the individual the information described above. .

3.9 Privacy of PHI. Business Associate agrees to fully comply with all provisions of Subpart E of 45 CFR Part 164 that apply to MCHCP to the extent Business Associate has agreed or assumed responsibilities under the Contract or this Agreement to carry out one or more of MCHCP's obligation(s) under 45 CFR Part 164 Subpart E.

3.10 Internal Practices, Books, and Records. Upon request of MCHCP or the Secretary, Business Associate will make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of MCHCP available to MCHCP and/or the Secretary within ten (10) business days of a request by MCHCP or in the time designated by the Secretary for purposes of determining MCHCP's compliance with the HIPAA Rules.

4 Permitted Uses and Disclosures of PHI by Business Associate.

4.1 Contractual Authorization. Business Associate may access, create, use, and disclose PHI as necessary to perform its duties and obligations required by the Contract, including but not limited to specific requirements set forth in the Scope of Work (as such term is defined in the Contract), as amended. Without limiting the foregoing general authorization, MCHCP specifically authorizes Business Associate to access, create, receive, use, and disclose all PHI which is required to provide the services specified in the contract.

4.2 Authorization by Law. Business Associate may use or disclose PHI as permitted or required by law.

4.3 Qualified Authorization. The parties agree that no provision of the Contract permits Business Associate to use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if used or disclosed in like manner by MCHCP except that:

4.3.1 This Agreement permits Business Associate to use PHI received in its capacity as a business associate of MCHCP, if necessary: (A) for the proper management and administration of Business Associate; or (B) to carry out the legal responsibilities of Business Associate; and

4.3.2 This Agreement permits Business Associate to disclose PHI received by Business Associate in its capacity as a business associate of MCHCP, only if: (A) the disclosure is required by law; or (B) Business Associate obtains reasonable assurance from the person to whom the PHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person; and such person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

4.4 Data Aggregation. In addition, Business Associate may use PHI to perform Data Aggregation services on behalf of MCHCP as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B)

4.5 Minimum Necessary. Notwithstanding any other provision in the Contract or this Agreement, with respect to any and all uses and disclosures permitted, Business Associate agrees to request, create, access, use, disclose, and transmit PHI involving MCHCP members subject to the following minimum necessary requirements:

4.5.1 When requesting or using PHI received from MCHCP, a member of MCHCP, or an authorized party or entity working on behalf of MCHCP, Business Associate shall make reasonable efforts to limit all requests and uses of PHI to the minimum necessary to accomplish the intended purpose of the request or use in accordance with 45 C.F.R. § 164.514(d).

5 **Obligations of MCHCP.**

5.1 Notice of Privacy Practices. MCHCP shall notify Business Associate of any limitation(s) that may affect Business Associate's use or disclosure of PHI, by providing Business Associate with MCHCP's Notice of Privacy Practices in accordance with § 164.520, the most recent copy of which is attached to this Agreement.

5.2 Individual Authorization Changes. MCHCP shall notify Business Associate in writing of any changes in, or revocation of, the authorization by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

5.3 Confidential Communications. MCHCP shall notify Business Associate in writing of individual requests approved by MCHCP in accordance with § 164.522 to receive communications of PHI from Business Associate by alternate means or at alternative locations.

5.4 Individual Restrictions. MCHCP shall notify Business Associate in writing of any restriction to the use or disclosure of PHI that MCHCP has agreed and, if applicable, any subsequent revocation or termination of such restriction, in accordance with § 164.522.

5.5 Permissible Requests by MCHCP. MCHCP shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by MCHCP.

6 Term and Termination, Expiration, or Cancellation.

- 6.1 Term. This Agreement is effective upon signature of both parties, and shall terminate upon the termination, expiration, or cancellation of the Contract, as amended, unless sooner terminated for cause under subsection 6.2 below.
- 6.2 Termination. Without limiting MCHCP's right to terminate the Contract in accordance with the terms therein, Business Associate also authorizes MCHCP to terminate this Agreement immediately by written notice and without penalty if MCHCP determines, in its sole discretion, that Business Associate has violated a material term of this Agreement and termination of this Agreement is in the best interests of MCHCP or its members. Without limiting the foregoing authorization, Business Associate agrees that MCHCP may, as an alternative or in addition to termination, require Business Associate to end the violation of the material term(s) and cure the breach of contract within the time and manner specified by MCHCP based on the circumstances presented. With respect to this subsection, MCHCP's remedies under this Agreement and the Contract are cumulative, and the exercise of any remedy shall not preclude the exercise of any other.
- 6.3 Obligations of Business Associate Upon Termination. Upon termination, expiration, or cancellation of this Agreement for any reason, Business Associate agrees to return to MCHCP or deliver to another MCHCP business associate at MCHCP's direction all PHI received from MCHCP, any current or former Business Associate or workforce member of MCHCP, or any current or former member of MCHCP, as well as all PHI created, compiled, stored or accessible to Business Associate or any subcontractor, agent, affiliate, or workforce member of Business Associate, relating to MCHCP as a result of services provided under the Contract. All such PHI shall be securely transmitted in electronic format accessible and decipherable by the MCHCP designated recipient. Following confirmation of receipt and usable access of the transmitted PHI by the MCHCP designated recipient, Business Associate shall destroy all MCHCP-related PHI and thereafter retain no copies in any form for any purpose whatsoever. Within seven (7) business days following full compliance with the requirements of this subsection, an authorized representative of Business Associate shall certify in writing addressed to MCHCP's Privacy and Security Officers that Business Associate has fully complied with this subsection and has no possession, control, or access, directly or indirectly, to MCHCP-related PHI from any source whatsoever.

Notwithstanding the foregoing, Business Associate may maintain MCHCP-PHI after the termination of this Agreement to the extent return or destruction of the PHI is not feasible, provided Business Associate continues to limit the use or disclosure of such information as set forth in this Agreement as if the Contract had not been terminated..

- 6.4 Survival. All obligations and representations of Business Associate under this Section 6 and subsection 7.2 shall survive termination, expiration, or cancellation of the Contract and this Agreement.

7 Miscellaneous.

- 7.1 Satisfactory Assurance. Business Associate expressly acknowledges and represents that execution of this Agreement is intended to, and does, constitute satisfactory assurance to MCHCP of Business Associate's full and complete compliance with its obligations under the HIPAA Rules. Business

Associate further acknowledges that MCHCP is relying on this assurance in permitting Business Associate to create, receive, maintain, use, disclose, or transmit PHI as described herein.

- 7.2 Indemnification. Each party (the “Indemnifying Party”) shall, to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the other party and its officers, directors, employees, and agents (each an “Indemnified Party”) from and against any and all losses, costs, claims, demands, liabilities, legal actions, judgments, and expenses (including reasonable attorneys’ fees and expenses, including at trial and on appeal) (“Liabilities”) to which the Indemnified Party becomes subject to as a result of third party claims brought against the Indemnified Party, arising out of: (i) the material breach of this Agreement by the Indemnifying Party; or (ii) the gross negligence or willful misconduct of the Indemnifying Party, except to the extent such Liabilities were caused by the Indemnified Party. A party entitled to indemnification under this Section 7.2 shall give prompt written notification to the Indemnifying Party of the commencement of any action, suit or proceeding relating to a third party claim for which indemnification is sought, subject to applicable confidentiality constraints. The Indemnifying Party shall be entitled to assume control of the defense of such action, suit, proceeding or claim with competent counsel of its choosing. Indemnification shall not be required if any claim is settled without the Indemnifying Party’s consent, which such consent shall not be unreasonably withheld. NOTWITHSTANDING THE FOREGOING PROVISIONS OF THIS SECTION 7.2, IN NO EVENT WILL AN INDEMNIFYING PARTY BE LIABLE TO AN INDEMNIFIED PARTY UNDER CONTRACT, TORT, OR ANY OTHER LEGAL THEORY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR SPECIAL LOSSES OR DAMAGES OF ANY KIND.
- 7.3 No Third Party Beneficiaries. There is no intent by either party to create or establish third party beneficiary status or rights or their equivalent in any person or entity, other than the parties hereto, that may be affected by the operation of this Agreement, and no person or entity, other than the parties, shall have the right to enforce any right, claim, or benefit created or established under this Agreement.
- 7.4 Amendment. The parties agree to work together in good faith to amend this Agreement from time to time as is necessary or advisable for compliance with the requirements of the HIPAA Rules. Notwithstanding the foregoing, this Agreement shall be deemed amended automatically to the extent any provisions of the Act or the HIPAA Rules not addressed herein become applicable to Business Associate during the term of this Agreement pursuant to and in accordance with any subsequent modification(s) or official and binding legal clarification(s), to the Act or the HIPAA.
- 7.5 Interpretation. Any reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

THE UNDERSIGNED PERSONS REPRESENT AND WARRANT THAT WE ARE LEGALLY FREE TO ENTER THIS AGREEMENT, THAT OUR EXECUTION OF THIS AGREEMENT HAS BEEN DULY AUTHORIZED, AND THAT UPON BOTH OF OUR SIGNATURES BELOW THIS SHALL BE A BINDING AGREEMENT TO THE FOREGOING TERMS AND CONDITIONS OF THIS BUSINESS ASSOCIATE AGREEMENT.

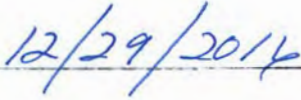
Missouri Consolidated Health Care Plan

By: _____



Title: Executive Director

Date: _____



Express Scripts, Inc.

By: _____



Title: _____

Kristy Dougherty

Vice President | Commercial Division

Date: _____

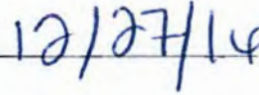


Exhibit A-4

Confirmation Document

Please complete this form following the steps listed below:

-
- 1) Confirm that you have read and understand all of MCHCP's instructions included in the Enrollment Advisors application.

☒ Yes

☐ No

- 2) Bidders are required to submit a firm, fixed pricing arrangement for CY2017 and not-to-exceed prices for CY2018, CY2019, CY2020 and CY2021. Pricing arrangements will be subject to best and final offer which may result from subsequent negotiation. You are advised to review all proposal submission requirements stated in the original Request for Proposal (RFP) and in any amendments, thereto. Confirm that you hereby agree to provide the services and/or items at the prices quoted, pursuant to the requirements of the RFP, including any and all RFP amendments, except as noted in your proposal.

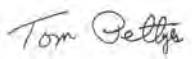
☒ Yes

☐ No

3) Completion of the signature block below constitutes your company's acceptance of all terms and conditions of the original RFP plus any and all RFP amendments, except as noted in your proposal, and confirmation that all information included in the response is truthful and accurate to the best of your knowledge. You also hereby expressly affirm that you have the requisite authority to execute this Agreement on behalf of the Bidder and to bind such respective party to the terms and conditions set forth herein.

Tom Pettyes, President, Commercial Division
Name/Title of Individual

Express Scripts, Inc.
Organization


Signature

March 8, 2016
Date

EXHIBIT 4 - Performance Guarantees

Template: PBM Questionnaire

Question Number	Questions	Domains (if applicable)	Response Name	Express Scripts (formerly Medco Health Solutions)
				PBM Questionnaire Response date: Tue Mar 08 16:51:18 EST 2016 Vendor contact: Brian Kosak Distribution: Express Scripts

Performance Guarantees - Commercial Plan

16.1	Account Management - Satisfaction. The following category will be measured and reported on Implementation, December, 2016, and annually beginning January, 2017.	Contractor guarantees MCHCP's satisfaction with account management services	Guarantee	Satisfactory or better
			Will you guarantee this standard (Yes or No)	Yes
			Describe your measurement process	Express Scripts agrees to provide an annual Account Management Satisfaction Survey. Express Scripts guarantees that the Sponsor's overall satisfaction with Account Management will be greater than or equal to Meets Expectations. For the purposes of this guarantee, Sponsor's rating shall be defined on the following scale: Exceeds Expectations, Meets Expectations, Does Not Meet Expectations in any contract year. Express Scripts shall be responsible for survey design, data collection, analysis, and all costs associated with conducting the surveys.
			Fees at risk (state as flat dollar amount at risk)	30000.00
			Maximum dollar amount at risk	30000.00
16.2	Account Management - Responsiveness. The following category will be measured and reported quarterly beginning January, 2017.	Timely issues resolution by the account management team (e.g. issues resolvable by account management are acknowledged and responded to within 8 business hours and closed within a reasonable period of time)	Guarantee	Acknowledgement and response within 8 business hours
			Will you guarantee this standard (Yes or No)	Yes

Question Number	Questions	Domains (if applicable)	Response Name	Express Scripts (formerly Medco Health Solutions)
			Describe your measurement process	Express Scripts agrees to provide acknowledgement and response within 8 business hours
			Fees at risk (state as flat dollar amount at risk for each incident not acknowledged within 8 hours)	1000.00
			Maximum dollar amount at risk	30000.00
16.3	Member Satisfaction - The member satisfaction survey will be conducted each year and be measured and reported annually beginning in January, 2018.	One random sample survey of MCHCP members will be completed annually. Percent of survey participants' responses to a question measuring overall satisfaction with the prescription benefit program will indicate "satisfied" or "very satisfied."	Guarantee	90 percent score satisfactory or better
			Will you guarantee this standard (Yes or No)	Yes
			Describe your measurement process	One random sample member survey will be completed annually specific to MCHCP. Express Scripts guarantees a patient satisfaction rate of 90% or greater based on overall satisfaction. Guarantee assumes survey response rate is statistically significant.
			Fees at risk (state as flat dollar amount at risk for each full percentage point below 90 percent)	10000.00
			Maximum dollar amount at risk	30000.00
16.4	Member Service - Average response time. The following category will be measured and reported quarterly beginning in January, 2017.	Average number of seconds for call to be answered by a live customer service representative	Guarantee	30 seconds or less
			Will you guarantee this standard (Yes or No)	Yes
			Describe your measurement process	Express Scripts guarantees that calls will be answered in an average of 30 seconds or less. This measurement includes calls routed to IVR. This guarantee is predicated on the installation of a toll-free number unique to MCHCP.
			Fees at risk (state as flat dollar amount at risk for each full second above 30 seconds)	10000.00
			Maximum dollar amount at risk	30000.00

Question Number	Questions	Domains (if applicable)	Response Name	Express Scripts (formerly Medco Health Solutions)
16.5	Member Service - Average abandonment rate. The following category will be measured and reported quarterly beginning in January, 2017.	Percent of calls abandoned	Guarantee	<3%
			Will you guarantee this standard (Yes or No)	Yes
			Describe your measurement process	The abandonment rate on MCHCP's dedicated toll-free line will be 3% or less (excluding calls terminated by the member in less than 30 seconds).
			Fees at risk (state as flat dollar amount at risk for each full percentage point above 3 percent)	10000.00
			Maximum dollar amount at risk	30000.00
16.6	Member Service - Call blockage rate. The following category will be measured and reported quarterly beginning in January, 2017.	Percent of calls blocked (defined as callers receiving a busy signal)	Guarantee	<1%
			Will you guarantee this standard (Yes or No)	Yes
			Describe your measurement process	Express Scripts will guarantee a blockage rate of 1% or less. Blockage is defined as a caller receiving a busy signal. Measured at a book of business level.
			Fees at risk (state as flat dollar amount at risk for each full percentage point above 1 percent)	10000.00
			Maximum dollar amount at risk	30000.00
16.7	Member Service - First call resolution. The following category will be measured and reported quarterly beginning in January, 2017.	Percent of calls resolved on first call	Guarantee	94 percent of patient calls will be resolved on the first call
			Will you guarantee this standard (Yes or No)	Yes
			Describe your measurement process	Express Scripts guarantees that 94% or greater of patient calls will be resolved on the first call. Express Scripts defines the first call resolution rate as those calls that were resolved and the member did not call back within five calendar days for the same reason.
			Fees at risk (state as flat dollar amount for each full percentage point below 94 percent)	10000.00
			Maximum dollar amount at risk	30000.00
16.8	Data Systems - System Availability. The following category will be measured and reported quarterly beginning January, 2017.	Percent of time the point of sale adjudication system is available	Guarantee	99% of the time

Question Number	Questions	Domains (if applicable)	Response Name	Express Scripts (formerly Medco Health Solutions)
			Will you guarantee this standard (Yes or No)	Yes
			Describe your measurement process	Express Scripts guarantees an annual average 99% system availability of the point-of-sale adjudication system on a book-of-business basis. This guarantee excludes systems downtime attributed to regularly scheduled systems maintenance or systems downtime attributed to telecommunications failure or other circumstances outside the control of Express Scripts.
			Fees at risk (state as flat dollar amount at risk for each full percentage point below 99 percent)	10000.00
			Maximum dollar amount at risk	30000.00
16.9	Eligibility - Timeliness of Installations. The following category will be reported and measured quarterly beginning in January, 2017.	Electronic eligibility files will be installed and eligibility status will be effective within an average of 24 hours of receipt.	Guarantee	95% loaded within 24 hours
			Will you guarantee this standard (Yes or No)	Yes, with modification
			Describe your measurement process	Express Scripts guarantees that electronic eligibility files will be installed and eligibility status will be effective within an annual average of 36 hours of receipt (95% loaded within such 36 hours).
			Fees at risk (state as flat dollar amount at risk for each full hour beyond 24 hours)	5000.00
			Maximum dollar amount at risk)	30000.00
16.10	Eligibility - Accuracy of Installations. The following category will be reported and measured quarterly beginning in January, 2017.	Electronic eligibility records loaded with 99.5% accuracy. This standard is contingent upon receipt of clean eligibility data delivered in an agreed upon format.	Guarantee	99.5%
			Will you guarantee this standard (Yes or No)	Yes

Question Number	Questions	Domains (if applicable)	Response Name	Express Scripts (formerly Medco Health Solutions)
			Describe your measurement process	Express Scripts guarantees that electronic eligibility records will be loaded with 99.5% accuracy (as provided by MCHCP). This guarantee is contingent upon receipt of clean eligibility data delivered in an agreed upon format and that it can be determined with certainty that Express Scripts incorrectly loaded the eligibility.
			Fees at risk (state as flat dollar amount at risk for each full percentage point below 99.5 percent)	10000.00
			Maximum dollar amount at risk)	30000.00
16.11	ID Card Distribution - Initial. The following category will be measured on Implementation, January 2017.	ID cards mailed no later than December 20, 2016 for 1-1-17 effective date	Guarantee	All ID cards mailed no later than December 20, 2016
			Will you guarantee this standard (Yes or No)	Yes
			Describe your measurement process	Express Scripts will provide initial ID cards by December 20, 2016 to all new members effective January 1, 2017. The loading of eligibility and production of ID cards are dependent upon receiving group structure and benefit plan design sign off from Sponsor. A delay in receipt of data or information from Sponsor may require rescheduling of the deliverable date.
			Fees at risk (state as flat dollar amount at risk for each business day after December 20)	10000.00
			Maximum dollar amount at risk	30000.00
16.12	ID Card Distribution - Ongoing. The following category will be reported and measured quarterly beginning January, 2017.	ID cards mailed within 15 business days of receipt of eligibility data (for monthly changes) or request for replacement card	Guarantee	All ID cards mailed within 15 days of receipt of eligibility file or request
			Will you guarantee this standard (Yes or No)	Yes
			Describe your measurement process	Express Scripts guarantees that the replacement of standard ID cards will be produced within an annual average of four (4) business days of the receipt of machine-readable eligibility information.

Question Number	Questions	Domains (if applicable)	Response Name	Express Scripts (formerly Medco Health Solutions)
			Fees at risk (state as flat dollar amount at risk for each day beyond the 15th business day)	10000.00
			Maximum dollar amount at risk	30000.00
16.13	Implementation - Responsiveness. The following category will be measured at implementation, January 2017.	Phone calls and/or e-mails acknowledged and responded to within 8 business hours)	Guarantee	Acknowledgement and response within 8 business hours
			Will you guarantee this standard (Yes or No)	Yes
			Describe your measurement process	Express Scripts agrees to provide acknowledgement and response within 8 business hours
			Fees at risk (state as flat dollar amount at risk for each incident not acknowledged within 8 hours)	1000.00
			Maximum dollar amount at risk	30000.00
16.14	Clinical Programs - Prior Authorization Processing. The following category will be reported and measured quarterly beginning January, 2017.	Prior authorization requests will be processed within 48 hours of receipt of request. This includes all pertinent notification letters.	Guarantee	PA requests processed within 48 hours of receipt
			Will you guarantee this standard (Yes or No)	Yes, with modification
			Describe your measurement process	Express Scripts guarantees that 92% of prior authorization requests shall be processed within two (2) business days of receiving all the information required to make a determination, per contract year.
			Fees at risk (state as flat dollar amount at risk for each request not processed within 48 hours)	1000.00
			Maximum dollar amount at risk	30000.00
16.15	Formulary Maintenance - Advance Notice. The following category will be reported and measured quarterly beginning January, 2017.	MCHCP will receive 60 days' notice of any formulary changes including additions, deletions, and revisions	Guarantee	Sixty (60) days' notice of formulary changes
			Will you guarantee this standard (Yes or No)	Yes
			Describe your measurement process	Your account team will provide MCHCP with 60 days' notice when Express Scripts makes negative single source brand changes to the formulary. This excludes new-to-market products.

Question Number	Questions	Domains (if applicable)	Response Name	Express Scripts (formerly Medco Health Solutions)
			Fees at risk (state as flat dollar amount for each incident where MCHCP was not notified)	1000.00
			Maximum dollar amount at risk	30000.00
16.16	Implementation - Claim readiness. The following category will be measured at Implementation, January, 2017.	Claim Readiness - Benefit profile and eligibility information loaded and tested on claims processing system before plan effective date	Guarantee	No later than December 15, 2016
			Will you guarantee this standard (Yes or No)	Yes
			Describe your measurement process	Confirmed, except as your current PBM, Express Scripts believes this would not apply.
			Fees at risk (state as flat dollar amount at risk for each day after December 15)	10000.00
			Maximum dollar amount at risk	30000.00
16.17	Implementation - Member services center. The following category will be measured at Implementation, January, 2017.	Member Service Center ready to respond to member inquiries prior to open enrollment	Guarantee	No later than October 1, 2016
			Will you guarantee this standard (Yes or No)	Yes

Question Number	Questions	Domains (if applicable)	Response Name	Express Scripts (formerly Medco Health Solutions)
			Describe your measurement process	<p>A single integrated and dedicated toll-free telephone number for both retail and mail service assistance will be established and maintained effective 00/00/00. <input type="checkbox"/></p> <p><input type="checkbox"/> Express Scripts will guarantee the implementation of MCHCP to be completed in accordance within the mutually agreed upon timelines reduced to writing and signed by representatives of both parties. The Express Scripts standard is dependent upon receiving specific information from MCHCP. <input type="checkbox"/></p> <p><input type="checkbox"/> This implementation performance standard is a onetime standard based on the MCHCP Effective Date. <input type="checkbox"/></p> <p><input type="checkbox"/> The dates within the standard (00/00/00) must be filled in by Express Scripts Implementation Manager. This will be coordinated with MCHCP.</p>
			Fees at risk (state as flat dollar amount at risk for each business day after October 1)	10000.00
			Maximum dollar amount at risk	30000.00
16.18	Implementation - Specialty pharmacy transition. The following category will be measured at Implementation, January, 2017.	Specialty pharmacy seamless transition	Guarantee	Satisfactory or better as determined by MCHCP
			Will you guarantee this standard (Yes or No)	No
			Describe your measurement process	As MCHCP's incumbent PBM, this performance guarantee does not apply to Express Scripts.
			Fees at risk (state as flat dollar amount at risk)	0.00
			Maximum dollar amount at risk	0.00
16.19	Implementation - Data Transfer Setup. The following category will be measured at Implementation, January, 2017.	All data transfer setup requirements with MCHCP's data vendor (currently Truven Health Analytics) completed within 90 days of contract award	Guarantee	Data transfer setup requirements completed within 90 days of contract award
			Will you guarantee this standard (Yes or No)	Yes
			Measurement process	MCHCP's data vendor will report to MCHCP

Question Number	Questions	Domains (if applicable)	Response Name	Express Scripts (formerly Medco Health Solutions)
			Fees at risk (state as flat dollar amount at risk for each day beyond 90 days from contract award)	10000.00
			Maximum dollar amount at risk	30000.00
16.20	Retail Claims Processing Accuracy - The following category will be reported and measured quarterly beginning January, 2017.	Percent of all claims paid with no monetary errors	Guarantee	99.5%
			Will you guarantee this standard (Yes or No)	Yes
			Describe your measurement process	The Claims Adjudication Accuracy Rate for each Contract Year will be 99.5% or greater. "Claims Adjudication Accuracy Rate" means (i) the total number of claims adjudicated and paid accurately by Express Scripts in a Contract Year, divided by (ii) the total number of claims adjudicated and paid during the measurement period. Measured on a client-specific basis.
			Fees at risk (state as flat dollar amount at risk for each full percentage point below 99.5%)	5000.00
			Maximum dollar amount at risk	30000.00
16.21	Mail Order Claims Processing - Turnaround time for routine prescriptions. The following category will be measured and reported quarterly beginning January, 2017.	Average turnaround time for Rx's requiring no intervention (as measured from date order received at the mail order facility to date order shipped)	Guarantee	Average of 2 business days or less
			Will you guarantee this standard (Yes or No)	Yes
			Describe your measurement process	Express Scripts guarantees to dispense prescriptions not subject to intervention within an average of two (2) business days.
			Fees at risk (state as flat dollar amount at risk for each day above two days)	10000.00
			Maximum dollar amount at risk	30000.00
16.22	Mail Order Claims Processing - Turnaround time for prescriptions subject to intervention. The following category will be measured and reported quarterly beginning January, 2017.	Average turnaround time for Rx's requiring intervention (as measured from date order received at the mail order facility to date order shipped)	Guarantee	Average of 5 business days or less
			Will you guarantee this standard (Yes or No)	Yes

Question Number	Questions	Domains (if applicable)	Response Name	Express Scripts (formerly Medco Health Solutions)
			Describe your measurement process	Express Scripts guarantees to dispense prescriptions subject to intervention within an average of four (4) business days.
			Fees at risk (state as flat dollar amount at risk for each day beyond 5 days)	10000.00
			Maximum dollar amount at risk	30000.00
16.23	Mail Order Claims Processing - Dispensing accuracy. The following category will be reported and measured quarterly beginning January, 2017.	Percentage of claims paid with no errors (incorrect drug, incorrect dosage, incorrect strength or wrong patient)	Guarantee	99.5%
			Will you guarantee this standard (Yes or No)	Yes
			Describe your measurement process	The Dispensing Accuracy Rate for each Contract Year will be 99.996% or greater, based on drug, strength, and form. Guarantee is measured at book of business.
			Fees at risk (state as flat dollar amount at risk for each full percentage point below 99.5%)	10000.00
			Maximum dollar amount at risk	30000.00
16.24	Pharmacy Network Access - The following categories will be reported and measured quarterly beginning January, 2017.	Percent of all MCHCP members within 5 miles of 1 pharmacy	Guarantee	Standard will be agreed to prior to contract award
			Will you guarantee this standard (Yes or No)	Yes
			Describe your measurement process	Based on client-supplied eligibility, Express Scripts guarantees that at least 95% of members will have a retail network pharmacy within a 5-mile radius of their residence in the National Plus Network, if there is an existing pharmacy within the stated radius. This standard will be measured and reported quarterly using information provided by GeoAccess or similar service.
			Fees at risk (state as flat dollar amount at risk for each full percentage point below standard)	10000.00
			Maximum dollar amount at risk	30000.00
		Percent of Missouri pharmacies available in the network	Guarantee	80%
			Will you guarantee this standard (Yes or No)	Yes

Question Number	Questions	Domains (if applicable)	Response Name	Express Scripts (formerly Medco Health Solutions)
			Describe your measurement process	Express Scripts guarantees that 80% of Missouri pharmacies will be available in the National Plus Network. This standard will be measured and reported quarterly using information provided by GeoAccess or similar service.
			Fees at risk (state as flat dollar amount at risk for each full percentage point below standard)	10000.00
			Maximum dollar amount at risk	30000.00
16.25	Reporting - The following categories will be reported and measured quarterly beginning January, 2017. Penalties will be applied for each month the contractor fails to meet these standards.	Data must be submitted to MCHCP's data vendor no later than 15th of the month for prior month's services	Guarantee	Each monthly file submitted by 15th of the month for prior month's services
			Will you guarantee this standard (Yes or No)	Yes <input type="checkbox"/> <input type="checkbox"/> Express Scripts guarantees that 100% of MCHCP's data must be submitted to MCHCP's data vendor no later than 15th of the month for prior month's services. This standard will be measured monthly and reported quarterly.
			Measurement process	MCHCP's data vendor will report to MCHCP
			Fees at risk (state as flat dollar amount at risk per incident)	5000.00
			Maximum dollar amount at risk	30000.00
		Data must be submitted to MCHCP's data vendor in proper format on first submission of the month	Guarantee	File submitted correctly on first submission each month
			Will you guarantee this standard (Yes or No)	Yes <input type="checkbox"/> <input type="checkbox"/> Express Scripts guarantees that 100% of MCHCP's data must be submitted to MCHCP's data vendor in mutually agreed upon format on first submission of the month. This standard will be measured monthly and reported quarterly.
			Measurement process	MCHCP's data vendor will report to MCHCP
			Fees at risk (state as flat dollar amount at risk per incident)	5000.00
			Maximum dollar amount at risk	30000.00

Question Number	Questions	Domains (if applicable)	Response Name	Express Scripts (formerly Medco Health Solutions)
		Data submission to MCHCP's data vendor must include 99 percent of all required financial fields	Guarantee	File contains 99 percent of all required financial fields
			Will you guarantee this standard (Yes or No)	Yes <input type="checkbox"/> <input type="checkbox"/> Express Scripts guarantees MCHCP's data to MCHCP's data vendor must include 99% of mutually agreed upon financial fields. This standard will be measured monthly and reported quarterly.
			Measurement process	MCHCP's data vendor will report to MCHCP
			Fees at risk (state as flat dollar amount at risk per incident)	5000.00
			Maximum dollar amount at risk	30000.00
		Data submission to MCHCP's data vendor must include all required key fields (subscriber SSN, member DOB, member gender, and NDC)	Guarantee	File contains all required key fields
			Will you guarantee this standard (Yes or No)	Yes <input type="checkbox"/> <input type="checkbox"/> Express Scripts guarantees that 100% of MCHCP's data to MCHCP's data vendor must include all required key fields (subscriber SSN, member DOB, member gender, and NDC). This standard will be measured monthly and reported quarterly.
			Measurement process	MCHCP's data vendor will report to MCHCP
			Fees at risk (state as flat dollar amount at risk per incident)	5000.00
			Maximum dollar amount at risk	30000.00
Performance Guarantees - EGWP				
17.1	Account Management - Satisfaction. The following category will be measured and reported on Implementation, December, 2016, and annually beginning January, 2017.	Contractor guarantees MCHCP's satisfaction with account management services	Guarantee	Satisfactory or better
			Will you guarantee this standard (Yes or No)	Yes

Question Number	Questions	Domains (if applicable)	Response Name	Express Scripts (formerly Medco Health Solutions)
			Describe your measurement process	Express Scripts agrees to provide an annual Account Management Satisfaction Survey. Express Scripts guarantees that the Sponsor's overall satisfaction with Account Management will be greater than or equal to Meets Expectations. For the purposes of this guarantee, Sponsor's rating shall be defined on the following scale: Exceeds Expectations, Meets Expectations, Does Not Meet Expectations in any contract year. Express Scripts shall be responsible for survey design, data collection, analysis, and all costs associated with conducting the surveys.
			Fees at risk (state as flat dollar amount at risk)	7500.00
			Maximum dollar amount at risk	7500.00
17.2	Account Management - Responsiveness. The following category will be measured and reported quarterly beginning January, 2017.	Timely issues resolution by the account management team (e.g. issues resolvable by account management are acknowledged and responded to within 8 business hours and closed within a reasonable period of time)	Guarantee	Acknowledgement and response within 8 business hours
			Will you guarantee this standard (Yes or No)	Yes
			Describe your measurement process	Express Scripts agrees to provide acknowledgement and response within 8 business hours
			Fees at risk (state as flat dollar amount at risk for each incident not acknowledged within 8 hours)	500.00
			Maximum dollar amount at risk	7500.00
17.3	Member Satisfaction - The member satisfaction survey will be conducted each year and be measured and reported annually beginning in January, 2018.	One random sample survey of MCHCP members will be completed annually. Percent of survey participants' responses to a question measuring overall satisfaction with the prescription benefit program will indicate "satisfied" or "very satisfied."	Guarantee	90 percent score satisfactory or better

Question Number	Questions	Domains (if applicable)	Response Name	Express Scripts (formerly Medco Health Solutions)
			Will you guarantee this standard (Yes or No)	Yes
			Describe your measurement process	One random sample member survey will be completed annually specific to MCHCP. Express Scripts guarantees a patient satisfaction rate of 90% or greater based on overall satisfaction. Guarantee assumes survey response rate is statistically significant.
			Fees at risk (state as flat dollar amount at risk for each full percentage point below 90 percent)	2500.00
			Maximum dollar amount at risk	7500.00
17.4	Member Service - Average response time. The following category will be measured and reported quarterly beginning in January, 2017.	Average number of seconds for call to be answered by a live customer service representative	Guarantee	30 seconds or less
			Will you guarantee this standard (Yes or No)	Yes
			Describe your measurement process	Express Scripts guarantees that calls will be answered in an average of 30 seconds or less. This measurement includes calls routed to IVR. This guarantee is predicated on the installation of a toll-free number unique to MCHCP.
			Fees at risk (state as flat dollar amount at risk for each full second above 30 seconds)	2500.00
			Maximum dollar amount at risk	7500.00
17.5	Member Service - Average abandonment rate. The following category will be measured and reported quarterly beginning in January, 2017.	Percent of calls abandoned	Guarantee	<3%
			Will you guarantee this standard (Yes or No)	Yes
			Describe your measurement process	The abandonment rate on MCHCP's dedicated toll-free line will be 3% or less (excluding calls terminated by the member in less than 30 seconds).
			Fees at risk (state as flat dollar amount at risk for each full percentage point above 3 percent)	2500.00
			Maximum dollar amount at risk	7500.00
17.6	Member Service - Call blockage rate. The following category will be measured and reported quarterly beginning in January, 2017.	Percent of calls blocked (defined as callers receiving a busy signal)	Guarantee	<1%

Question Number	Questions	Domains (if applicable)	Response Name	Express Scripts (formerly Medco Health Solutions)
			Will you guarantee this standard (Yes or No)	Yes
			Describe your measurement process	Express Scripts will guarantee a blockage rate of 1% or less. Blockage is defined as a caller receiving a busy signal. Measured at a book of business level.
			Fees at risk (state as flat dollar amount at risk for each full percentage point above 1 percent)	2500.00
			Maximum dollar amount at risk	7500.00
17.7	Member Service - First call resolution. The following category will be measured and reported quarterly beginning in January, 2017.	Percent of calls resolved on first call	Guarantee	94 percent of patient calls will be resolved on the first call
			Will you guarantee this standard (Yes or No)	Yes
			Describe your measurement process	Express Scripts guarantees that 94% or greater of patient calls will be resolved on the first call. Express Scripts defines the first call resolution rate as those calls that were resolved and the member did not call back within five calendar days for the same reason.
			Fees at risk (state as flat dollar amount for each full percentage point below 94 percent)	2500.00
			Maximum dollar amount at risk	7500.00
17.8	Data Systems - System Availability. The following category will be measured and reported quarterly beginning January, 2017.	Percent of time the point of sale adjudication system is available	Guarantee	99% of the time
			Will you guarantee this standard (Yes or No)	Yes
			Describe your measurement process	Express Scripts guarantees an annual average 99% system availability of the point-of-sale adjudication system on a book-of-business basis. This guarantee excludes systems downtime attributed to regularly scheduled systems maintenance or systems downtime attributed to telecommunications failure or other circumstances outside the control of Express Scripts.
			Fees at risk (state as flat dollar amount at risk for each full percentage point below 99 percent)	2500.00
			Maximum dollar amount at risk	7500.00

Question Number	Questions	Domains (if applicable)	Response Name	Express Scripts (formerly Medco Health Solutions)
17.9	Eligibility - Timeliness of Installations. The following category will be reported and measured quarterly beginning in January, 2017.	Electronic eligibility files will be installed and eligibility status will be effective within an average of 24 hours of receipt.	Guarantee	95% loaded within 24 hours
			Will you guarantee this standard (Yes or No)	Yes, with modification
			Describe your measurement process	Express Scripts will load EGWP eligibility files within 24 hours of approval from CMS. Express Scripts guarantees that electronic eligibility files will be installed and eligibility status will be effective within an annual average of 36 hours of receipt (95% loaded within such 36 hours).
			Fees at risk (state as flat dollar amount at risk for each full hour beyond 24 hours)	2500.00
			Maximum dollar amount at risk)	7500.00
17.10	Eligibility - Accuracy of Installations. The following category will be reported and measured quarterly beginning in January, 2017.	Electronic eligibility records loaded with 99.5% accuracy. This standard is contingent upon receipt of clean eligibility data delivered in an agreed upon format.	Guarantee	99.5%
			Will you guarantee this standard (Yes or No)	Yes
			Describe your measurement process	Express Scripts guarantees that electronic eligibility records will be loaded with 99.5% accuracy (as provided by MCHCP). This guarantee is contingent upon receipt of clean eligibility data delivered in an agreed upon format and that it can be determined with certainty that Express Scripts incorrectly loaded the eligibility.
			Fees at risk (state as flat dollar amount at risk for each full percentage point below 99.5 percent)	2500.00
			Maximum dollar amount at risk)	7500.00
17.11	ID Card Distribution - Initial. The following category will be measured on Implementation, January 2017.	ID cards mailed no later than December 20, 2016 for 1-1-17 effective date	Guarantee	All ID cards mailed no later than December 20, 2016
			Will you guarantee this standard (Yes or No)	Yes

Question Number	Questions	Domains (if applicable)	Response Name	Express Scripts (formerly Medco Health Solutions)
			Describe your measurement process	Express Scripts will provide initial ID cards by December 20, 2016 to all new members effective January 1, 2017, provided that TRR (Transactional Reply Report) date is at least 10 days prior to December 20, 2016, in accordance with CMS requirements.
			Fees at risk (state as flat dollar amount at risk for each business day after December 20)	2500.00
			Maximum dollar amount at risk	7500.00
17.12	ID Card Distribution - Ongoing. The following category will be reported and measured quarterly beginning January, 2017.	ID cards mailed within 15 business days of receipt of eligibility data (for monthly changes) or request for replacement card	Guarantee	All ID cards mailed within 15 days of receipt of eligibility file or request
			Will you guarantee this standard (Yes or No)	Yes
			Describe your measurement process	CMS requires that requested cards be produced within 30 days of TRR (Transactional Reply Report) date. To ensure compliance and to best serve MCHCP, Express Scripts produces requested cards within 10 days of the TRR date.
			Fees at risk (state as flat dollar amount at risk for each day beyond the 15th business day)	2500.00
			Maximum dollar amount at risk	7500.00
17.13	Implementation - Responsiveness. The following category will be measured at implementation, January 2017.	Phone calls and/or e-mails acknowledged and responded to within 8 business hours)	Guarantee	Acknowledgement and response within 8 business hours
			Will you guarantee this standard (Yes or No)	Yes
			Describe your measurement process	Express Scripts agrees to provide acknowledgement and response within 8 business hours
			Fees at risk (state as flat dollar amount at risk for each incident not acknowledged within 8 hours)	500.00
			Maximum dollar amount at risk	7500.00
17.14	Clinical Programs - Prior Authorization Processing. The following category will be reported and measured quarterly beginning January, 2017.	Prior authorization requests will be processed within 48 hours of receipt of request. This includes all pertinent notification letters.	Guarantee	PA requests processed within 48 hours of receipt

Question Number	Questions	Domains (if applicable)	Response Name	Express Scripts (formerly Medco Health Solutions)
			Will you guarantee this standard (Yes or No)	Yes, with modification
			Describe your measurement process	Express Scripts guarantees that 92% of prior authorization requests shall be processed within two (2) business days of receiving all the information required to make a determination, per contract year.
			Fees at risk (state as flat dollar amount at risk for each request not processed within 48 hours)	500.00
			Maximum dollar amount at risk	7500.00
17.15	Formulary Maintenance - Advance Notice. The following category will be reported and measured quarterly beginning January, 2017.	MCHCP will receive 60 days' notice of any formulary changes including additions, deletions, and revisions	Guarantee	Sixty (60) days' notice of formulary changes
			Will you guarantee this standard (Yes or No)	Yes
			Describe your measurement process	Your account team will provide MCHCP with 60 days' notice when Express Scripts makes negative single source brand changes to the formulary. This excludes new-to-market products.
			Fees at risk (state as flat dollar amount for each incident where MCHCP was not notified)	500.00
			Maximum dollar amount at risk	7500.00
17.16	Implementation - Claim readiness. The following category will be measured at Implementation, January, 2017.	Claim Readiness - Benefit profile and eligibility information loaded and tested on claims processing system before plan effective date	Guarantee	No later than December 15, 2016
			Will you guarantee this standard (Yes or No)	Yes
			Describe your measurement process	Confirmed, except as your current PBM, Express Scripts believes this would not apply.
			Fees at risk (state as flat dollar amount at risk for each day after December 15)	2500.00
			Maximum dollar amount at risk	7500.00
17.17	Implementation - Member services center. The following category will be measured at Implementation, January, 2017.	Member Service Center ready to respond to member inquiries prior to open enrollment	Guarantee	No later than October 1, 2016
			Will you guarantee this standard (Yes or No)	Yes

Question Number	Questions	Domains (if applicable)	Response Name	Express Scripts (formerly Medco Health Solutions)
			Describe your measurement process	<p>A single integrated and dedicated toll-free telephone number for both retail and mail service assistance will be established and maintained effective 00/00/00. <input type="checkbox"/></p> <p><input type="checkbox"/> Express Scripts will guarantee the implementation of MCHCP to be completed in accordance within the mutually agreed upon timelines reduced to writing and signed by representatives of both parties. The Express Scripts standard is dependent upon receiving specific information from MCHCP. <input type="checkbox"/></p> <p><input type="checkbox"/> This implementation performance standard is a onetime standard based on the MCHCP Effective Date. <input type="checkbox"/></p> <p><input type="checkbox"/> The dates within the standard (00/00/00) must be filled in by Express Scripts Implementation Manager. This will be coordinated with MCHCP. <input type="checkbox"/></p>
			Fees at risk (state as flat dollar amount at risk for each business day after October 1)	500.00
			Maximum dollar amount at risk	7500.00
17.18	Implementation - Specialty pharmacy transition. The following category will be measured at Implementation, January, 2017.	Specialty pharmacy seamless transition	Guarantee	Satisfactory or better as determined by MCHCP
			Will you guarantee this standard (Yes or No)	No
			Describe your measurement process	As MCHCP's incumbent PBM, this performance guarantee does not apply to Express Scripts.
			Fees at risk (state as flat dollar amount at risk)	0.00
			Maximum dollar amount at risk	0.00
17.19	Implementation - Data Transfer Setup. The following category will be measured at Implementation, January, 2017.	All data transfer setup requirements with MCHCP's data vendor (currently Truven Health Analytics) completed within 90 days of contract award	Guarantee	Data transfer setup requirements completed within 90 days of contract award
			Will you guarantee this standard (Yes or No)	Yes

Question Number	Questions	Domains (if applicable)	Response Name	Express Scripts (formerly Medco Health Solutions)
			Measurement process	MCHCP's data vendor will report to MCHCP
			Fees at risk (state as flat dollar amount at risk for each day beyond 90 days from contract award)	2500.00
			Maximum dollar amount at risk	7500.00
17.20	Retail Claims Processing Accuracy - The following category will be reported and measured quarterly beginning January, 2017.	Percent of all claims paid with no monetary errors	Guarantee	99.5%
			Will you guarantee this standard (Yes or No)	Yes
			Describe your measurement process	The Claims Adjudication Accuracy Rate for each Contract Year will be 99.5% or greater. "Claims Adjudication Accuracy Rate" means (i) the total number of claims adjudicated and paid accurately by Express Scripts in a Contract Year, divided by (ii) the total number of claims adjudicated and paid during the measurement period. Measured on a client-specific basis.
			Fees at risk (state as flat dollar amount at risk for each full percentage point below 99.5%)	2500.00
			Maximum dollar amount at risk	7500.00
17.21	Mail Order Claims Processing - Turnaround time for routine prescriptions. The following category will be measured and reported quarterly beginning January, 2017.	Average turnaround time for Rx's requiring no intervention (as measured from date order received at the mail order facility to date order shipped)	Guarantee	Average of 2 business days or less
			Will you guarantee this standard (Yes or No)	Yes
			Describe your measurement process	Express Scripts guarantees to dispense prescriptions not subject to intervention within an average of two (2) business days.
			Fees at risk (state as flat dollar amount at risk for each day above two days)	2500.00
			Maximum dollar amount at risk	7500.00
17.22	Mail Order Claims Processing - Turnaround time for prescriptions subject to intervention. The following category will be measured and reported quarterly beginning January, 2017.	Average turnaround time for Rx's requiring intervention (as measured from date order received at the mail order facility to date order shipped)	Guarantee	Average of 5 business days or less
			Will you guarantee this standard (Yes or No)	Yes

Question Number	Questions	Domains (if applicable)	Response Name	Express Scripts (formerly Medco Health Solutions)
			Describe your measurement process	Express Scripts guarantees to dispense prescriptions subject to intervention within an average of four (4) business days.
			Fees at risk (state as flat dollar amount at risk for each day beyond 5 days)	2500.00
			Maximum dollar amount at risk	7500.00
17.23	Mail Order Claims Processing - Dispensing accuracy. The following category will be reported and measured quarterly beginning January, 2017.	Percentage of claims paid with no errors (incorrect drug, incorrect dosage, incorrect strength or wrong patient)	Guarantee	99.5%
			Will you guarantee this standard (Yes or No)	Yes
			Describe your measurement process	The Dispensing Accuracy Rate for each Contract Year will be 99.996% or greater, based on drug, strength, and form. Guarantee is measured at book of business.
			Fees at risk (state as flat dollar amount at risk for each full percentage point below 99.5%)	2500.00
			Maximum dollar amount at risk	7500.00
17.24	Pharmacy Network Access - The following categories will be reported and measured quarterly beginning January, 2017.	Percent of all MCHCP members within 5 miles of 1 pharmacy	Guarantee	Standard will be agreed to prior to contract award
			Will you guarantee this standard (Yes or No)	Yes
			Describe your measurement process	Based on client-supplied eligibility, Express Scripts guarantees that at least 95% of members will have a retail network pharmacy within a 5-mile radius of their residence in the Medicare D Network, if there is an existing pharmacy within the stated radius. This standard will be measured and reported quarterly using information provided by GeoAccess or similar service.
			Fees at risk (state as flat dollar amount at risk for each full percentage point below standard)	2500.00
			Maximum dollar amount at risk	7500.00
		Percent of Missouri pharmacies available in the network	Guarantee	80%
			Will you guarantee this standard (Yes or No)	Yes

Question Number	Questions	Domains (if applicable)	Response Name	Express Scripts (formerly Medco Health Solutions)
			Describe your measurement process	Express Scripts guarantees that 80% of Missouri pharmacies will be available in the Medicare Part D Network. This standard will be measured and reported quarterly using information provided by GeoAccess or similar service.
			Fees at risk (state as flat dollar amount at risk for each full percentage point below standard)	2500.00
			Maximum dollar amount at risk	7500.00
17.25	Reporting - The following categories will be reported and measured quarterly beginning January, 2017. Penalties will be applied for each month the contractor fails to meet these standards.	Data must be submitted to MCHCP's data vendor no later than 15th of the month for prior month's services	Guarantee	Each monthly file submitted by 15th of the month for prior month's services
			Will you guarantee this standard (Yes or No)	Yes <input type="checkbox"/> <input type="checkbox"/> Express Scripts guarantees that 100% of MCHCP's data must be submitted to MCHCP's data vendor no later than 15th of the month for prior month's services. This standard will be measured monthly and reported quarterly.
			Measurement process	MCHCP's data vendor will report to MCHCP
			Fees at risk (state as flat dollar amount at risk per incident)	1250.00
			Maximum dollar amount at risk	7500.00
		Data must be submitted to MCHCP's data vendor in proper format on first submission of the month	Guarantee	File submitted correctly on first submission each month
			Will you guarantee this standard (Yes or No)	Yes <input type="checkbox"/> <input type="checkbox"/> Express Scripts guarantees that 100% of MCHCP's data must be submitted to MCHCP's data vendor in mutually agreed upon format on first submission of the month. This standard will be measured monthly and reported quarterly.
			Measurement process	MCHCP's data vendor will report to MCHCP
			Fees at risk (state as flat dollar amount at risk per incident)	1250.00
			Maximum dollar amount at risk	7500.00

Question Number	Questions	Domains (if applicable)	Response Name	Express Scripts (formerly Medco Health Solutions)
		Data submission to MCHCP's data vendor must include 99 percent of all required financial fields	Guarantee	File contains 99 percent of all required financial fields
			Will you guarantee this standard (Yes or No)	Yes <input type="checkbox"/> <input type="checkbox"/> Express Scripts guarantees MCHCP's data to MCHCP's data vendor must include 99% of mutually agreed upon financial fields. This standard will be measured monthly and reported quarterly.
			Measurement process	MCHCP's data vendor will report to MCHCP
			Fees at risk (state as flat dollar amount at risk per incident)	1250.00
			Maximum dollar amount at risk	7500.00
		Data submission to MCHCP's data vendor must include all required key fields (subscriber SSN, member DOB, member gender, and NDC)	Guarantee	File contains all required key fields
			Will you guarantee this standard (Yes or No)	Yes <input type="checkbox"/> <input type="checkbox"/> Express Scripts guarantees that 100% of MCHCP's data to MCHCP's data vendor must include all required key fields (subscriber SSN, member DOB, member gender, and NDC). This standard will be measured monthly and reported quarterly.
			Measurement process	MCHCP's data vendor will report to MCHCP
			Fees at risk (state as flat dollar amount at risk per incident)	1250.00
			Maximum dollar amount at risk	7500.00
Performance Guarantees - General				
18.1	Data Systems - Transaction time. The following category will be measured and reported quarterly beginning January, 2017.	Average number of seconds for POS transactions to be completed	Guarantee	3 seconds or less
			Will you guarantee this standard (Yes or No)	Yes

Question Number	Questions	Domains (if applicable)	Response Name	Express Scripts (formerly Medco Health Solutions)
			Describe your measurement process	Express Scripts guarantees an annual average of three (3) seconds or less for electronic transaction response with contracted pharmacies. This standard excludes systems downtime attributed to regularly scheduled systems maintenance or systems downtime attributed to telecommunications failure or other circumstances outside the control of Express Scripts.
			Fees at risk (state as flat dollar amount at risk for each full second above 3 seconds)	10000.00
			Maximum dollar amount at risk	30000.00
18.2	Reporting - Online reporting tool. The following category will be measured and reported quarterly beginning January, 2017. Penalties will be applied for each month the contractor fails to meet these standards.	Availability of online reporting data	Guarantee	Online reporting data available within 10 business days after month-end.
			Will you guarantee this standard (Yes or No)	Yes <input type="checkbox"/> <input type="checkbox"/> Express Scripts guarantees access to the online reporting data will be available within an annual average of 10 days after month-end. Billing data will be available within an annual average of 10 days after the billing cycle.
			Describe your measurement process	MCHCP will determine availability of data
			Fees at risk (state as flat dollar amount at risk for each day beyond 10 business days)	10000.00
			Maximum dollar amount at risk	30000.00
18.3	Retail Paper Claims Processing Time - The following category will be reported and measured quarterly beginning January, 2017.	Average number of days to respond to member requests for reimbursement	Guarantee	10 business days or less
			Will you guarantee this standard (Yes or No)	Yes

Question Number	Questions	Domains (if applicable)	Response Name	Express Scripts (formerly Medco Health Solutions)
			Describe your measurement process	Express Scripts guarantees that 99% of commercial member submitted claims will be reimbursed or responded to within an average of 10 business days or less. <input type="checkbox"/> Express Scripts guarantees that 100% of EGWP member submitted claims will be reimbursed or responded to within 14 calendar days or less.
			Fees at risk (state as flat dollar amount at risk for each full business day above standard)	10000.00
			Maximum dollar amount at risk	30000.00
18.4	Pharmacy Audits - The following category will be reported and measured annually beginning January, 2018 for the prior year's services.	Percent of network pharmacies audited on-site each year	Guarantee	3% of pharmacies filling over 300 Rxs per year
			Will you guarantee this standard (Yes or No)	Yes
			Describe your measurement process	Express Scripts can improve this measurement by guaranteeing that 4% of pharmacies that adjudicated at least 250 claims annually will be audited on-site based across our book of business. This standard will be measured and reported annually.
			Fees at risk (state as flat dollar amount at risk for each full percentage point below 3 percent)	10000.00
			Maximum dollar amount at risk	30000.00
18.5	Indicate your willingness to submit your performance metrics results via an online tool.		Confirmed/Not confirmed (please explain)	Confirmed

EXHIBIT A-5

CONTRACTOR CERTIFICATION OF COMPLIANCE WITH FEDERAL EMPLOYMENT LAWS 2017 MCHCP PBM RFP

Express Scripts, Inc., (hereafter referred to as "Contractor") hereby certifies that all of Contractor's employees and its subcontractors' employees assigned to perform services for Missouri Consolidated Health Care Plan ("MCHCP") and/or its members are eligible to work in the United States in accordance with federal law.

Contractor acknowledges that MCHCP is entitled to receive all requested information, records, books, forms, and any other documentation ("requested data") in order to determine if Contractor is in compliance with federal law concerning eligibility to work in the United States and to verify the accuracy of such requested data. Contractor further agrees to fully cooperate with MCHCP in its audit of such subject matter.

Contractor also hereby acknowledges that MCHCP may declare Contractor has breached its Contract if ~~MCHCP has reasonable cause to believe that~~ Contractor or its subcontractors knowingly employed individuals not eligible to work in the United States. MCHCP may then lawfully and immediately terminate its Contract with Contractor without any penalty to MCHCP and may suspend or debar Contractor from doing any further business with MCHCP if, after any required process, it is proven that Contractor has in fact knowingly employed individuals not eligible to work in the United States.

THE UNDERSIGNED PERSON REPRESENTS AND WARRANTS THAT HE/SHE IS DULY AUTHORIZED TO SIGN THIS DOCUMENT AND BIND THE CONTRACTOR TO SUCH CERTIFICATION.

Tom Pettyes, President, Commercial Division

Name/Title of Individual

Express Scripts, Inc.

Organization



Signature

March 8, 2016

Date

EXHIBIT 8

Employer-Only Sponsored Group Waiver Plan (EGWP) Addendum

1. **Construction.** Unless otherwise stated herein, the terms and conditions of the Agreement shall apply to services provided by ESI by and through its affiliate, Medco Containment Life Insurance Company, a Pennsylvania corporation, ("MCLIC") only insofar as such services are provided to Sponsor's EGWP Members (as defined herein). In addition, the terms and conditions set forth in this EGWP Addendum shall apply to services provided by MCLIC to Sponsor's EGWP Members. In the event there is a conflict between the terms and conditions in the Agreement and in this EGWP Addendum, the terms and conditions in this EGWP Addendum shall control, but only as they relate to services provided to EGWP Members. Capitalized terms not otherwise defined in this EGWP Addendum shall have the meaning ascribed to them in the Agreement.
2. **Acknowledgements.** The parties agree and acknowledge as follows:
 - A. MCLIC is an approved CMS-contracted prescription drug plan ("PDP") sponsor for an Employer Group Waiver Plan PDP in accordance with CMS regulations and has received approval from the Centers for Medicare and Medicaid Services ("CMS") to serve as a Prescription Drug Plan Sponsor (a "PDP Sponsor") and to provide prescription drug coverage that meets the requirements of, and pursuant to, the Voluntary Prescription Drug Benefit Program set forth in Part D of the Medicare Prescription Drug, Improvement, and Modernization Act of 2003, 42 U.S.C. §1395w-101 through 42 U.S.C. §1395w-152 (the "Act") and all applicable and related rules, regulations, and guidance promulgated, issued or adopted by CMS or other governmental agencies with jurisdiction over enforcement of the Act, including, but not limited to, 42 C.F.R. §423.1 through 42 C.F.R. §423.910 (with the exception of Subparts Q, R, and S), and the terms of any PDP Sponsor contract between CMS and MCLIC (collectively, the "Medicare Drug Rules"); and
 - B. Pursuant to the waivers granted by CMS under 42 U.S.C. §1395w-132(b), MCLIC offers employer-only sponsored group waiver plans ("EGWPs") to employers that wish to provide prescription drug benefits to their Part D Eligible Retirees (as defined below) in accordance with the Medicare Drug Rules; and
 - C. MCLIC provides services hereunder through itself and its affiliates, including Express Scripts, Inc. ("ESI"); and
 - D. Sponsor currently provides a prescription drug benefit (the "Current Benefit") to its Part D Eligible Retirees (as defined below) pursuant to a non-Medicare, self-insured welfare benefit plan; and
 - E. Sponsor desires to contract with MCLIC to offer a prescription drug benefit to Sponsor's Part D Eligible Retirees pursuant to an EGWP that is substantially similar in design to the Current Benefit (the "EGWP Benefit," as further defined below); and
 - F. Provided that the EGWP Benefit meets the actuarial equivalence standards of the Medicare Drug Rules, as more fully described below, MCLIC desires to offer the EGWP Benefit to Sponsor's Part D Eligible Retirees in accordance with the Medicare Drug Rules and pursuant to the terms and conditions of the Agreement and this EGWP Addendum.
3. **Definitions.**

"Commercial Benefit" means the prescription drug benefit covering Sponsor's Members and administered pursuant to the Agreement.

"Coverage Gap" means the stage of the benefit between the initial coverage limit and the

catastrophic coverage threshold, as described in the Medicare Part D prescription drug program administered by the United States federal government.

"Coverage Gap Discount" means the manufacturer discounts available to eligible Medicare Part D beneficiaries receiving applicable, covered Medicare Part D drugs, while in the Coverage Gap.

"Coverage Gap Discount Program" means the Medicare program that makes manufacturer discounts available to eligible Medicare Part D beneficiaries receiving applicable, covered Medicare Part D drugs, while in the Coverage Gap.

"EGWP Eligibility File" means the list(s) submitted by Sponsor to MCLIC, in accordance with Article II, indicating the Part D Eligible Retirees that Sponsor has submitted for enrollment in the EGWP Benefit, as verified by MCLIC through CMS eligibility files. For all other purposes under the Agreement, the "EGWP Eligibility File" shall also be considered an "Eligibility File."

"EGWP Benefit" means the prescription drug benefit to be administered by MCLIC under this EGWP Addendum, as defined in the Recitals above and as further described in the Sponsor plan document, its summary plan description, and its summary of benefits, as may be amended from time to time in accordance with the terms of this EGWP Addendum.

"EGWP Member" means each Part D Eligible Retiree who is enrolled in the EGWP Benefit in accordance with the terms of this EGWP Addendum. For all other purposes under the Agreement, every EGWP Member shall also be deemed to be a Member.

"EGWP Plus" means a prescription drug benefit plan design that provides non-Medicare EGWP coverage supplemental to the standard Part D benefit, and is defined by CMS as other health or prescription drug coverage, and as such, the Coverage Gap Discount is applied before any additional coverage beyond the standard Part D benefit.

"Late Enrollment Penalty" or "LEP" means the financial penalty incurred under the Medicare Drug Rules by Medicare Part D beneficiaries who have had a continued gap in creditable coverage of sixty-three (63) days or more after the end of the beneficiary's initial election period, adjusted from time to time by CMS.

"Medicare Formulary" means the list of prescription drugs and supplies developed, implemented and maintained in accordance with the Medicare Drug Rules for the EGWP Benefit.

"Medicare Rebate Program" means MCLIC's or its affiliates' manufacturer rebate program under which MCLIC or its affiliates contract with pharmaceutical manufacturers for Rebates payable on selected Covered Drugs that are reimbursed, in whole or in part, through Medicare Part D, as such program may change from time to time.

"Part D" or "Medicare Part D" means the Voluntary Prescription Drug Benefit Program set forth in Part D of the Act.

"Part D Eligible Retiree" means an individual who is (a) eligible for Part D in accordance with the Medicare Drug Rules, (b) not enrolled in a Part D plan (other than the EGWP Benefit), and (c) eligible to participate in Sponsor's Current Benefit.

"Prescription Drug Plan" or "PDP" shall have the meaning set forth in the Medicare Drug Rules.

"True Out-of-Pocket Costs" or "TrOOP" means costs incurred by an EGWP Member or by another person on behalf of an EGWP Member, such as a deductible or other cost-sharing amount, with respect to Covered Drugs, as further defined in the Medicare Drug Rules.

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

4. Plan Status Under Applicable Laws; Enrollment and Disenrollment in the EGWP Benefit.

A. Medicare Part D. Sponsor and MCLIC acknowledge and agree as follows:

1. The design of and administration of the EGWP Benefit is subject to the applicable requirements of the Medicare Drug Rules. Sponsor shall provide all information and documents as may be reasonably required to administer the EGWP Benefit.
2. If the number of Sponsor’s Part D Eligible Retirees is materially (15%) reduced or eliminated for any reason, MCLIC may communicate with those persons at MCLIC’s expense regarding alternative Medicare Part D options, including alternative Medicare Part D services offered by MCLIC or one or more of its affiliates, and the program pricing terms hereunder may be equitably modified by MCLIC to reflect the reduction or elimination of the number of Part D Eligible Retirees.

B. Group Enrollment. Subject to each individual’s right to opt out, as described below, Sponsor shall enroll Part D Eligible Retirees in the EGWP Benefit through a group enrollment process, as further described in and permitted under the Medicare Drug Rules. Sponsor agrees that it will comply with all applicable requirements for group enrollment in EGWPs as set forth in the Medicare Drug Rules, and as described and required by MCLIC’s policies and procedures.

C. EGWP Eligibility File. No later than sixty (60) days prior to the Effective Date and the first day of each EGWP Benefit enrollment period thereafter, so long as this EGWP Addendum is in effect, Sponsor shall provide an EGWP Eligibility File to MCLIC via the communication medium reasonably requested by MCLIC that lists those Part D Eligible Retirees for whom Sponsor intends to make application for enrollment in the EGWP Benefit (i.e., those Part D Eligible Retirees who have not opted out of the group enrollment process) for that contract year. Sponsor represents and warrants that all information it provides to MCLIC in the EGWP Eligibility File will be complete and correct. Sponsor shall communicate all new enrollments (i.e., individuals who become eligible to participate in the EGWP Benefit outside of an annual election period), requested retroactive enrollments of Part D Eligible Retirees, and disenrollments from the EGWP Benefit via the communication medium reasonably requested by MCLIC. MCLIC agrees to process retroactive enrollment requests pursuant to the requirements of the Medicare Drug Rules.

D. Implementation.

1. MCLIC’s Responsibilities. MCLIC shall implement the EGWP Eligibility File following confirmation of the Medicare Part D eligibility of the Part D Eligible Retirees listed on the EGWP Eligibility File with CMS eligibility files. A Part D Eligible Retiree will not be enrolled in the EGWP Benefit unless such individual is listed on both the EGWP Eligibility File submitted by Sponsor and the CMS eligibility files. If an individual is listed on the EGWP Eligibility File provided by Sponsor, but is not eligible for participation according to CMS eligibility files, then MCLIC shall notify Sponsor in a timely manner regarding such individual’s ineligibility. MCLIC will work with Sponsor to determine if such individual has been rejected due to an administrative or clerical error (e.g. data field standards errors, rejections related to information inputs by MCLIC related to the EGWP Benefit into the CMS system, etc.) or an error requiring individual retiree contact, and if so in either case MCLIC will take appropriate action and attempt to correct such error and resubmit the individual through the CMS system.— Sponsor acknowledges and agrees that MCLIC may update in the EGWP Eligibility File any information

concerning Part D Eligible Retirees upon receipt of corrected information from CMS, and MCLIC may use such corrected information to obtain a Part D Eligible Retiree's enrollment. For all Part D Eligible Retirees that have been included by Sponsor in the EGWP Eligibility File, but who are ultimately determined to be ineligible for participation in the EGWP Benefit, MCLIC or its affiliates shall notify the individual of his or her ineligibility in the EGWP Benefit and take all other action as required by applicable law. MCLIC shall communicate to Sponsor any changes to a Part D Eligible Retiree's information in the EGWP Eligibility File based upon updates or corrections received from CMS.

2. Incomplete EGWP Eligibility File Information. Sponsor's submission to MCLIC of an inaccurate or incomplete EGWP Eligibility File (e.g., missing Health Insurance Claim Number, date of birth, last name, first name, gender, address, etc.) or otherwise incomplete information with respect to any individual Part D Eligible Retiree may result in a rejection of the Part D Eligible Retiree's enrollment in the EGWP Benefit. Sponsor acknowledges and agrees that MCLIC may contact Sponsor's Part D Eligible Retirees to obtain the information required hereunder and that MCLIC will update the EGWP Eligibility File on Sponsor's behalf to reflect additional information needed to complete enrollment of the Part D Eligible Retirees. If MCLIC, using reasonable efforts, is not able to obtain all missing information from a Part D Eligible Retiree within twenty-one (21) days after receiving Sponsor's initial request for enrollment of the Part D Eligible Retiree in the EGWP Benefit, then Sponsor's request shall be deemed cancelled and MCLIC or its affiliates shall notify the individual of his or her enrollment denial and non-enrollment in the EGWP Benefit and shall take all other action as required by applicable law.

3. Effective Date of Enrollment into EGWP Benefit. Notwithstanding any provision of this EGWP Addendum to the contrary, the effective date of enrollment for any Part D Eligible Retiree who MCLIC seeks to enroll in the EGWP Benefit hereunder shall be the date of enrollment requested for that Part D Eligible Retiree by Sponsor on the EGWP Eligibility File, subject to any adjustments that MCLIC may make relating to eligibility verification or eligibility processing rules reasonably agreed upon by the parties.

- E. Involuntary Disenrollment. If Sponsor determines that an EGWP Member is no longer eligible to participate as an EGWP Member in the EGWP Benefit for reasons such as loss of Sponsor's eligibility or residence outside of the service area (an "Ineligible Enrollee"), Sponsor shall notify MCLIC at least twenty-five (25) days before disenrollment effective date. Such Ineligible Enrollee shall be notified about involuntary disenrollment and disenrolled in accordance with the Medicare Drug Rules. If CMS determines that an EGWP Enrollee is no longer eligible to participate as an EGWP Enrollee in the EGWP Benefit (an "Ineligible Enrollee"), upon notification to MCLIC, such Ineligible Enrollee shall be notified and disenrolled in accordance with the Medicare Drug Rules.
- F. Voluntary Disenrollment. If an EGWP Member makes a voluntary request to be disenrolled from the EGWP Benefit (the "Voluntary Disenrollee") to Sponsor, then Sponsor shall notify MCLIC within two (2) business days of its receipt of the request for disenrollment, in a manner and format agreed upon by the parties. If Sponsor does not timely notify MCLIC of such Voluntary Disenrollee's disenrollment in the EGWP Benefit, then MCLIC shall submit a retroactive disenrollment request to CMS. Sponsor acknowledges that CMS may only grant up to a ninety (90) day retroactive disenrollment in such instances. If the Voluntary Disenrollee makes his or her request directly to MCLIC, then MCLIC shall direct the Voluntary Disenrollee to initiate the disenrollment with the Sponsor.

- G. Group Disenrollment. If, upon the expiration of the then current term of this EGWP Addendum, Sponsor plans to disenroll its EGWP Members from the EGWP Benefit using a group disenrollment process, then Sponsor shall implement the following procedures:
1. Notification to EGWP Members. Sponsor shall provide at least twenty-one (21) days (or such other minimum days' notice as required by the Medicare Drug Rules, if longer) prior written notice to each EGWP Member that Sponsor plans to disenroll him or her from the EGWP Benefit and shall include with such written notification an explanation as to how the EGWP Member may contact CMS for information on other Medicare Part D options that might be available to the EGWP Member; and
 2. Information to MCLIC. Sponsor shall provide all the information to MCLIC that is required for MCLIC to submit a complete disenrollment request transaction to CMS, as set forth in the Medicare Drug Rules. Sponsor shall transmit the complete and accurate disenrollment file to MCLIC: (i) no later than twenty-five (25) days prior to the group disenrollment effective date, and (ii) in the case of a group disenrollment with an effective date of January 1 of the applicable calendar year, by no later than the deadline communicated to Sponsor by MCLIC.
- H. Responsibility for Claims After Loss of Eligibility or Disenrollment. **Except for Prescription Drug Claims that are paid due to MCLIC's negligence**, Sponsor shall be responsible for reimbursing MCLIC pursuant to the billing provisions of the Agreement for all Prescription Drug Claims processed by MCLIC, including those: (a) with respect to an Ineligible Enrollee during any period in which the EGWP Eligibility File indicated that such Ineligible Enrollee was eligible; and (b) with respect to a Voluntary Disenrollee, in the event Sponsor did not provide timely notice to MCLIC of such disenrollment as set forth herein.
- I. Effect On Commercial Benefit. By requesting a Member's enrollment as an EGWP Member in the EGWP Benefit, Sponsor represents that such EGWP Member's eligibility as a Member in the Commercial Benefit (except for EGWP supplemental coverage) will immediately terminate. Upon a Member's enrollment as an EGWP Member in the EGWP Benefit, Sponsor must communicate to MCLIC that the EGWP Member's eligibility as a Member in the Commercial Benefit has terminated through the Eligibility Files. Until Sponsor communicates to MCLIC that the Member's eligibility in the Commercial Benefit has terminated, coverage under the Commercial Benefit and the terms and conditions applicable thereto will remain in effect for that Member.
- J. Effect of Termination of Commercial Benefit. Termination of services with respect to the Commercial Benefit will not automatically terminate the provision of services with respect to the EGWP Benefit.
- K. Retroactive Payments / Enrollment and Disenrollment. MCLIC may receive or recoup payments from CMS based upon retroactive enrollments to the EGWP Benefit or retroactive disenrollments from the EGWP Benefit under this EGWP Addendum. To the extent MCLIC has agreed in this EGWP Addendum to pay Sponsor amounts equal to such payments, MCLIC shall pay such amounts to Sponsor within forty-five (45) days of MCLIC's receipt of payments from CMS; provided, further, that any related EGWP PMPM Fees (as defined below) associated with the retroactive enrollment or disenrollment shall be adjusted in accordance with the applicable terms of this EGWP Addendum.

5. Prescription Drug Services.

- A. Prescription Drug Services. In exchange for the fees set forth in Exhibit A of the Agreement, MCLIC will administer the EGWP Benefit for EGWP Members in accordance with the terms and conditions of this EGWP Addendum. All such administrative services

shall be provided by MCLIC in accordance with the Medicare Drug Rules and the terms of the EGWP Benefit.

- B. Actuarial Equivalence. The EGWP Benefit must satisfy all actuarial equivalence standards set forth in the Medicare Drug Rules. If MCLIC performs a review, Sponsor hereby agrees to cooperate with MCLIC to perform the necessary actuarial equivalence calculations to determine whether the EGWP Benefit meets the foregoing actuarial equivalence standards prior to the Effective Date. If MCLIC determines that the EGWP Benefit does not meet the actuarial equivalence standards, then Sponsor shall cooperate with MCLIC to make necessary adjustments to the EGWP Benefit design to meet the actuarial equivalence standards.
- C. Changes to the EGWP Benefit. Sponsor shall have the right to request changes to the terms of the EGWP Benefit from time to time by providing written notice to MCLIC. MCLIC shall implement any such requested changes, subject to the following conditions: (a) all changes to the EGWP Benefit must be consistent with and implemented in the time and manner permitted by the Medicare Drug Rules; (b) the EGWP Benefit, after implementation of such changes, must continue to meet the actuarial equivalence standards referenced above; and (c) any requested change that would increase MCLIC's costs of administering the EGWP Benefit without an equivalent increase in reimbursement to MCLIC from Sponsor shall not be implemented unless and until Sponsor and MCLIC agree in writing upon a corresponding amendment to the reimbursement terms of this EGWP Addendum.
- D. EGWP Member Communications. All standard EGWP Member communications concerning the EGWP Benefit (e.g., benefit overview document, formulary booklet, etc.) shall be mutually developed by MCLIC and Sponsor pursuant to the Medicare Drug Rules, including the CMS Marketing Guidelines contained therein. Pursuant to the Medicare Drug Rules, MCLIC must ensure all such EGWP Member communications, whether created and/or distributed by either Sponsor or MCLIC, are CMS compliant, and provide such to CMS upon request. If CMS notifies MCLIC that any such EGWP Member communication is deficient, Sponsor agrees to assist MCLIC to make necessary revisions to correct such deficiency.
- E. Claims Processing.
 - 1. COB. MCLIC will coordinate benefits with state pharmaceutical assistance programs and entities providing other prescription drug coverage consistent with the Medicare Drug Rules.
 - 2. TrOOP. MCLIC will establish and maintain a system to record EGWP Members' TrOOP balances, and shall communicate TrOOP balances to EGWP Members upon request. MCLIC will provide 24-hours a day, 7-days a week toll-free telephone, IVR and Internet support to assist Sponsor and EGWP Members with TrOOP verification.
 - 3. EOBs. MCLIC will furnish EGWP Members, in a manner specified by CMS, a written or electronic explanation of benefits ("EOB") when prescription drug benefits are provided under qualified prescription drug coverage consistent with the requirements of the Medicare Drug Rules.
- F. Formulary and Medication Management. MCLIC or its affiliates will maintain a pharmacy and therapeutics committee ("P&T Committee") in accordance with the Medicare Drug Rules, which will develop a Medicare Formulary to be selected by Sponsor for the EGWP Benefit. All Covered Drugs on the Medicare Formulary shall be Part D drugs or otherwise permitted to be covered by a PDP under the Medicare Drug Rules. Sponsor acknowledges and agrees that the Medicare Formulary may not be modified by removing Covered Drugs,

adding additional utilization management restrictions, making the cost-sharing status of a drug less beneficial or otherwise modified in a manner not consistent with the Medicare Drug Rules.

- G. Medication Therapy Management. For the fees identified on Exhibit A of the Agreement, MCLIC or its affiliates will implement a Medication Therapy Management program that is designed to ensure that Covered Drugs prescribed to targeted EGWP Members are appropriately used to optimize therapeutic outcomes through improved medication use; and reduce the risk of adverse events, including adverse drug interactions.
- H. Late Enrollment Penalty. Sponsor agrees to and attests that it shall comply with the applicable CMS requirements of the LEP and shall comply with MCLIC's LEP policy, inducing participating with MCLIC in the following process:
 - 1. Sponsor has an option to: (i) provide an initial global attestation to MCLIC to attest to creditable coverage for all of its EGWP Members; or (ii) periodically provide an attestation to MCLIC to attest to creditable coverage for its EGWP Members listed on the LEP report provided to Sponsor by MCLIC.
 - 2. If Sponsor elects to periodically attest to MCLIC under the preceding subsection, then:
 - a. Sponsor's response shall be delivered to MCLIC within five (5) business days from the receipt of LEP report from MCLIC;
 - b. Sponsor shall provide MCLIC with the file listing all EGWP Members for whom Sponsor was unable to attest; and
 - c. MCLIC shall also mail an attestation to each EGWP Member that has a gap in coverage as defined by CMS.
 - 3. Sponsor will provide MCLIC with an attestation in MCLIC's standard form, which will be provided to Sponsor upon request, and a file listing of all the EGWP Members included in the attestation.
 - 4. MCLIC will collect responses to the attestations from Sponsor or EGWP Members and submits EGWP Members information to CMS for processing and determination of applicable LEP.
 - 5. CMS calculates the LEP amount and transmits the LEP amount to MCLIC on the daily TRR file, which is communicated to Sponsor. MCLIC shall invoice Sponsor for payment of the LEP. Sponsor may elect to either pay for the LEP on behalf of the EGWP Member, or seek reimbursement of the LEP amount from the EGWP Member. This election must be made prior to the beginning of each plan year and must be applied consistently by Sponsor for all EGWP Members throughout each plan year.
- I. Organized Health Care Arrangement. The parties agree that with respect to the EGWP Benefit, Sponsor and MCLIC are party to an Organized Health Care Arrangement under 45 C.F.R. § 160.103.

6. Document Retention and Government Audit.

- A. Document Retention. MCLIC and Sponsor will maintain, for a period of the then current plan year plus an additional ten (10) years, the applicable books, contracts, medical

records, patient care documentation, and other records relating to covered services under this Amendment, including those relating to the collection of monthly premiums as set forth herein. MCLIC and its affiliates may use and disclose both during and after the term of this EGWP Addendum the anonymized claims data (de-identified in accordance with HIPAA) including drug and related medical data collected by MCLIC or provided to MCLIC by Sponsor for research; provider profiling; benchmarking, drug trend, and cost and other internal analyses and comparisons; clinical, safety and/or trend programs; ASES; or other MCLIC business purposes, in all cases subject to applicable law.

- B. Government Audit. MCLIC and Sponsor agree to allow the United States Department of Health and Human Services ("DHHS") and the Comptroller General, or their designees, the right to audit, evaluate, collect, and inspect books, contracts, medical records, patient care documentation and other records relating to covered services under this EGWP Addendum, as are reasonably necessary to verify the nature and extent of the costs of the services provided to EGWP Members under this EGWP Addendum, for a period of the then current plan year, plus an additional ten (10) years following termination or expiration of the EGWP Addendum for any reason, or until completion of any audit, whichever is later.

7. Monthly Premiums; Fees; Billing and Payment.

A. Monthly Premiums.

1. Collection of Monthly Premium Amounts. In accordance with the Medicare Drug Rules, MCLIC hereby delegates the premium collection function to Sponsor and hereby directs Sponsor, on behalf of MCLIC, to collect all monthly premium payments due from EGWP Members for participation in the EGWP Benefit. In connection with MCLIC's delegation of the premium collection function to Sponsor under this Section 7.A.1, Sponsor hereby agrees as follows:
 - a. That in no event, including, but not limited to, nonpayment by MCLIC of any amounts due by MCLIC to Sponsor pursuant to this EGWP Addendum, MCLIC's insolvency, or MCLIC's breach of this EGWP Addendum, will Sponsor bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against an EGWP Member or persons acting on his or her behalf for payments that are the financial responsibility of MCLIC under this EGWP Addendum. The foregoing is not intended to prohibit Sponsor from collecting premium amounts due by EGWP Members for participation in the EGWP Benefit.
2. Determination of Monthly Premium Amounts (if any) to be Subsidized by Sponsor. In determining the amount of the EGWP Member's monthly premium for participation in the EGWP Benefit that Sponsor will subsidize, if any, Sponsor shall make such determination subject to the following restrictions and any other restrictions that may be imposed by CMS:
 - a. Sponsor may subsidize different amounts for different classes of EGWP Members provided such classes are reasonable and based on objective business criteria, such as years of service, business location, job category, and nature of compensation (e.g., salaried vs. hourly). Different classes cannot be based on eligibility for the Low Income Subsidy;
 - b. Sponsor may not vary the premium subsidy for individuals within a given class of EGWP Members;

- c. Sponsor may not charge an EGWP Member more than the sum of his or her monthly beneficiary premium attributable to basic prescription drug coverage and 100% of the monthly beneficiary premium attributable to his or her supplemental prescription drug coverage, if any;
 - d. MCLIC will, as directed by Sponsor, directly refund to the EGWP Member, within forty-five (45) days of original receipt from CMS of the Low Income Subsidy premium, the full premium subsidy amount up to the monthly beneficiary premium amount previously collected from the EGWP Member; provided, however, that to the extent there are Low Income Subsidy premium amounts remaining after MCLIC refunds the full monthly beneficiary premium amount to the EGWP Member, then that remaining portion of the Low Income Subsidy premium may be applied to the portion of the monthly premium paid by Sponsor;
 - e. If Sponsor is not able to reduce the up-front monthly beneficiary premium as described in subsection (d) above, MCLIC, as directed by Sponsor, shall directly refund to the EGWP Member, within forty-five (45) days of original receipt from CMS of the Low Income Subsidy premium, the full premium subsidy amount up to the monthly beneficiary premium amount previously collected from the EGWP Member;
 - f. If the Low Income Subsidy amount for which an EGWP Member is eligible is less than the portion of the monthly beneficiary premium paid by the EGWP Member, then MCLIC will communicate to the EGWP Member the financial consequences for the beneficiary of enrolling in the EGWP Benefit as compared to enrolling in another Medicare Part D plan with a monthly beneficiary premium equal to or below the Low Income Subsidy amount; and
 - g. In the event of a change in an EGWP Member's Low Income Subsidy status or an EGWP Member otherwise becomes ineligible to receive the Low Income Subsidy after payment of the Low Income Subsidy premium amount to the EGWP Member, and upon MCLIC's receipt of notification from CMS that such Low Income Subsidy premium amount will be recovered from MCLIC or withheld from future payments to MCLIC, then MCLIC in its sole discretion will invoice Sponsor or set off from amounts otherwise owed from MCLIC to Sponsor, and in either case Sponsor shall reimburse MCLIC for, all amounts deemed by CMS to be ineligible Low Income Subsidy premium payments with respect to the EGWP Member.
3. Reporting and Auditing of Premium Amounts; Non-Payment by EGWP Members. Upon reasonable advance written notice, MCLIC or its affiliates shall have access to Sponsor's records, including evidence of Sponsor's calculations of monthly premium amounts, in order to audit the monthly premium amounts collected from EGWP Members for the purposes of fulfilling reporting requirements under the Medicare Drug Rules or applicable state insurance laws related to collection of such premium amounts or to otherwise assess compliance with the Medicare Drug Rules in connection with the collection of such premium amounts. Any audits performed by MCLIC or its affiliates pursuant to this Section 7.A.3 will be at MCLIC's expense. Sponsor acknowledges and agrees that neither MCLIC nor its affiliates shall be responsible to Sponsor for non-payment by any EGWP Member of any monthly premium amount due by such EGWP Member for participation in the EGWP Benefit. Sponsor further acknowledges and agrees that in the event that either Sponsor or MCLIC (through any audit) determines that Sponsor has collected a

greater premium amount from an EGWP Member than is due, that Sponsor shall promptly refund any such overpayment to the EGWP Member.

- B. Billing. MCLIC or its affiliates will bill Sponsor for, and Sponsor shall pay MCLIC or its affiliates, (i) every two weeks for the EGWP Claims Reimbursement Amount (as defined below) for such billing period; and (ii) once per month for any EGWP Administrative Services Fees (as defined below) incurred by Sponsor during the previous month (or earlier if not yet invoiced to Sponsor) and EGWP PMPM Fees (as defined below) due for such period. The EGWP Claims Reimbursement Amount, EGWP PMPM Fees, and EGWP Administrative Services Fees shall be referred to collectively as “EGWP Fees”. For purposes of this Section 7.B:

1. “EGWP Claims Reimbursement Amount” means, with respect to any period, the amount equal to the aggregate amount of reimbursement due from Sponsor to MCLIC for Covered Drugs dispensed to EGWP Members by the Pharmacies, and, if applicable, for Member Submitted Claims during such period, including dispensing fees and all associated claims processing administrative fees, based on the reimbursement rates and pricing terms set forth on Exhibit A of the Agreement;
2. “EGWP PMPM Fees” means, with respect to any period, all per EGWP Member per month administrative fees as set forth on Exhibit A-2 of the Agreement for such period.
3. “EGWP Administrative Services Fees” means the fees incurred by Sponsor, if any, for MCLIC’s or its affiliates’ performance of the administrative services listed in the EGWP Administrative Fees table set forth on Exhibit A of the Agreement.

C. CMS Reimbursement.

1. CMS Reimbursement Payment Terms.

(a) CMS Reimbursement Payment Terms (Direct Subsidy/Low-Income Subsidy). MCLIC will pay Sponsor an amount equal to the total amount paid to MCLIC by CMS for the following: (1) advance direct subsidy monthly payments paid to MCLIC, if any, by CMS with respect to EGWP Members and (2) low-income subsidy payments paid to MCLIC by CMS, if any, with respect to EGWP Members and subject to the provisions of Section 5.1(b) of this Agreement (collectively, “CMS Subsidy Reimbursement”). MCLIC will pay amounts equal to the CMS Subsidy Reimbursement, allocated pursuant to the terms of this Agreement, on a monthly basis approximately thirty (30) days after MCLIC’s receipt of the CMS Subsidy Reimbursement from CMS. MCLIC and its affiliates retain all right, title and interest to any and all actual CMS Subsidy Reimbursement received from CMS, except that MCLIC shall pay Sponsor amounts equal to the CMS Subsidy Reimbursement amounts allocated to Sponsor, as specified in this Agreement, from MCLIC’s or its affiliates’ general assets (neither Sponsor nor its EGWP Member’s retain any beneficial or proprietary interest in MCLIC’s or its affiliates’ general assets). Sponsor acknowledges and agrees that neither it nor its EGWP Members shall have a right to interest on, or the time value of, any CMS Subsidy Reimbursement payments received by MCLIC or its affiliates during the collection period or moneys payable under this Section. No CMS Subsidy Reimbursements shall be paid until this Agreement is executed by Sponsor. MCLIC shall have the right to retain or apply Sponsor’s allocated CMS Subsidy Reimbursement amounts or Rebates with respect to EGWP Member utilization to unpaid Fees and shall have the right to delay payment of CMS Subsidy Reimbursement amounts to allow for final adjustments upon termination of this Agreement.

(b) CMS Reimbursement Payment Terms (Prospective Reinsurance). MCLIC will pay Sponsor prospective reinsurance payments based on the lesser of the CMS defined per member per month prospective reinsurance for the effective plan year or the Sponsor's per member per month reinsurance for the most recent plan year closed by CMS for reconciliation purposes. For Sponsor's first year as an EGWP administered by MCLIC, MCLIC will pay Sponsor prospective reinsurance payments based on the lesser of the CMS defined per member per month prospective reinsurance for the effective plan year or the Sponsor's projected per member per month reinsurance for the effective plan year based on claims experience of Sponsor's EGWP Members. MCLIC will pay amounts on a monthly basis approximately thirty (30) days after MCLIC's receipt of the prospective reinsurance reimbursement from CMS ("Prospective Reinsurance CMS Reimbursement"). MCLIC and its affiliates retain all right, title, and interest to any and all actual Prospective Reinsurance CMS Reimbursement amounts allocated to Sponsor, except that MCLIC shall pay Sponsor Prospective Reinsurance CMS Reimbursement amounts allocated to Sponsor, as specified in this Agreement, from MCLIC's or its affiliates' general assets (neither Sponsor nor its EGWP Members retain any beneficial or proprietary interest in MCLIC's or its affiliates' general assets). Sponsor acknowledges and agrees that neither it nor its EGWP Members shall have a right to interest on, or the time value of, any Prospective Reinsurance CMS Reimbursement payments received by MCLIC or its affiliates during the collection period or moneys payable under this Section. No Prospective Reinsurance CMS Reimbursements shall be paid until this Agreement is executed by Sponsor. MCLIC shall have the right to retain or apply Sponsor's allocated Prospective Reinsurance CMS Reimbursement amounts or Rebates with respect to EGWP Member utilization to unpaid Fees and shall have the right to delay payment of Prospective Reinsurance CMS Reimbursement amounts to allow for final adjustments upon termination of this Agreement.

2. CMS Reimbursement Reporting. At least annually, MCLIC will provide Sponsor an accounting of all CMS Subsidy Reimbursement and Prospective Reinsurance CMS Reimbursement received by MCLIC from CMS pursuant to the Medicare Drug Rules with respect to the EGWP Benefit.

D. CMS-Required Reconciliation / Reinsurance.

1. End-of-Year Reconciliation. The parties acknowledge that after the conclusion of each plan year, CMS will reconcile payment year disbursements with updated enrollment and health status data, actual low-income cost-sharing costs, actual allowable reinsurance costs, and other pertinent information. Upon final CMS end-of-year reconciliation, the following shall occur: (i) in the event that the actual incurred reinsurance amount calculated during reconciliation exceeds the prospective amounts paid to Sponsor by MCLIC, MCLIC will pay such amounts to Sponsor subject to the remaining terms of this agreement, and (ii) in the event that the actual incurred reinsurance amount calculated during reconciliation is less than the prospective amounts paid to Sponsor by MCLIC, Sponsor shall repay to MCLIC such amounts previously paid by MCLIC in accordance with the payment terms of the Agreement. MCLIC shall have the right to retain or apply Sponsor's allocated CMS End of Year Reconciliation amounts with respect to EGWP Member utilization to unpaid Fees and shall have the right to delay payment of CMS End of Year Reconciliation amounts to allow for final adjustments upon termination of this Agreement. MCLIC shall have the right to apply reconciliation amounts owed from Sponsor to rebates, CMS Subsidy Reimbursements, Prospective Reinsurance CMS Reimbursements, or Manufacturer Coverage Gap Discount amounts. All such payments resulting

from a CMS reconciliation will be paid to Sponsor no later than January 31 of the calendar year immediately following the date of MCLIC's receipt of the reconciliation payments from CMS. If CMS subsequently recovers any end of year reconciliation payments from MCLIC due to a CMS Plan Year reopening or other process described in the Medicare Drug Rules, then Sponsor shall be obligated to repay to MCLIC such amounts previously paid to Sponsor. If CMS subsequently reimburses MCLIC for end of year reconciliations payments due to a CMS Plan Year reopening or other process described in the Medicare Drug rules, then MCLIC will pay such amounts to Sponsor. MCLIC shall have the right to apply reconciliation amounts owed from Sponsor due to a CMS Plan Year reopening to rebates, CMS Subsidy Reimbursements, Prospective Reinsurance CMS Reimbursements, or Manufacturer Coverage Gap Discount amounts.

2. Plan-to-Plan Reconciliation. MCLIC will perform plan-to-plan coordination of EGWP Members' prescription drug benefits with other provider of prescription drug coverage as set forth in the Medicare Drug Rules and any related reconciliation; provided, that no later than January 31 of the calendar year immediately following completion of such coordination or reconciliation process, MCLIC shall pay to Sponsor an amount equal to payments recovered for the EGWP Benefit, but at the same time MCLIC shall have a right to recoup from Sponsor any amount which MCLIC is obligated to pay to any other prescription drug plan pursuant to a plan-to-plan reconciliation.

E. Manufacturer Coverage Gap Discount.

1. Pursuant to its CMS contract, MCLIC has agreed to administer for EGWP Members at point-of-sale the Coverage Gap Discount authorized by section 1860D-14A of the Social Security Act. In connection with the Coverage Gap Discount, CMS will coordinate the collection of discount payments from manufacturers, and payment to MCLIC, through a CMS contractor (the "Coverage Gap Discount Payments"). Subject to Section 5.4(a) above, MCLIC agrees to periodically remit to Sponsor amounts equal to 100% of the Coverage Gap Discount Payments received by MCLIC within forty-five (45) days of the CMS Manufacturer Payment Date. MCLIC and its affiliates retain all right, title and interest to any and all actual Coverage Gap Discount Payments received from CMS, except that MCLIC shall pay Sponsor amounts equal to the Coverage Gap Discount Payments amounts allocated to Sponsor, as specified in this Agreement, from MCLIC's or its affiliates' general assets (neither Sponsor nor its EGWP Members retain any beneficial or proprietary interest in MCLIC's or its affiliates' general assets). Sponsor acknowledges and agrees that neither it nor its EGWP Members shall have a right to interest on, or the time value of, any Coverage Gap Discount Payments received by MCLIC or its affiliates during the collection period or moneys payable under this Section. No Coverage Gap Discount Payments shall be paid until this Agreement is executed by Sponsor. MCLIC shall have the right to apply Sponsor's allocated Coverage Gap Discount Payments amount to unpaid Fees and shall have the right to delay payment of Coverage Gap Discount Payments to allow for final adjustments upon termination of this Agreement. Notwithstanding anything contained in this Section 7, Sponsor shall retain all right, title, and interest to the amounts that MCLIC is contractually obligated to pay Sponsor hereunder, and failure by MCLIC to pay such amounts will constitute a breach of this Agreement.
2. If the EGWP Benefit administered by MCLIC under this EGWP Addendum for Sponsor includes EGWP Plus design elements, then the Coverage Gap

Discount will be coordinated with the Commercial Benefit consistent with the Medicare Drug Rules.

8. Term and Termination; Default and Remedies.

- A. Termination of MCLIC's Contract with CMS. If at any time throughout the term of this EGWP Addendum, CMS either does not renew its contract with MCLIC or terminates its contract with MCLIC such that MCLIC may no longer provide services as a PDP Sponsor under the Medicare Drug Rules, then this EGWP Addendum shall be automatically terminated conterminously with such CMS contract termination.
- B. Obligations Upon Termination. Sponsor or its agent shall pay MCLIC, or its affiliate, in accordance with this Agreement for all claims for Covered Drugs dispensed and services provided to Sponsor and EGWP Members on or before the later of: (i) the effective date of termination, or (ii) the final date that all EGWP Members have been transitioned to a new Part D plan, as applicable (the "Termination Date"). Claims submitted by Participating Pharmacies or EGWP Member Submitted Claims filed with MCLIC after the Termination Date shall be processed and adjudicated in accordance with a mutually determined run-off plan, provided that, in any event, and subject to all applicable payment terms of the Agreement: (i) MCLIC shall re-process or re-adjudicate claims originally processed and adjudicated on or before the Termination date, as necessary, for a period of five (5) years from the end of the plan year in which the applicable claim was processed and adjudicated; (ii) MCLIC shall process and adjudicate EGWP Member Submitted Claims for Covered Drugs dispensed and services provided on or before the Termination Date for a period of three (3) years from the termination of this Agreement; and (iii) MCLIC shall process and adjudicate claims submitted by Participating Pharmacies for Covered Drugs dispensed and services provided on or before the Termination Date for a period of ninety (90) days from the termination of this Agreement. The parties shall cooperate regarding the transition of Sponsor and its EGWP Members to a successor PDP Sponsor in accordance with all applicable Medicare Drug Rules and MCLIC will take all reasonable steps to mitigate any disruption in service to EGWP Members. Notwithstanding the preceding, MCLIC may (a) delay payment of any final CMS reimbursement amounts, Rebate amounts or other amounts due Sponsor, if any, to allow for final reconciliation of any outstanding amount owed by Sponsor to MCLIC, or (b) request that Sponsor pay a reasonable deposit in the event MCLIC is requested to process after the Termination Date claims incurred on or prior to such date. If CMS subsequently recovers any end of year reconciliation payments from MCLIC due to a CMS Plan Year reopening or other process described in the Medicare Drug Rules after the effective date of termination, then Sponsor shall be obligated to repay to MCLIC such amounts previously paid to Sponsor. If CMS subsequently reimburses MCLIC for end of year reconciliations payments due to a CMS Plan Year reopening or other process described in the Medicare Drug rules after the effective date of termination, then MCLIC will pay such amounts to Sponsor.

IN WITNESS WHEREOF, the undersigned have executed this EGWP Addendum as of the day and year below set forth.

MEDCO CONTAINMENT LIFE INSURANCE
COMPANY

MISSOURI CONSOLIDATED HEALTH CARE
PLAN

By: _____

Printed Name: _____

Title: _____

Date: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

AUDIT PROTOCOL

1. AUDIT PRINCIPLES

ESI recognizes the importance of its clients ensuring the integrity of their business relationship by engaging in annual audits of their financial arrangements with ESI, and, where applicable (i.e., Medicare Part D), by auditing compliance with applicable regulatory requirements. ESI provides this audit right to each and every client. In granting this right, ESI's primary interest is to facilitate a responsive and responsible audit process. In order to accomplish this goal, for all clients, ESI has established the following Protocol. Our intent is in no way to limit Sponsor's ability to determine that ESI has properly and accurately administered the financial aspects of the Agreement or complied with applicable regulatory requirements, but rather to create a manageable process in order to be responsive to our clients and the independent auditors that they may engage.

ESI strongly encourages clients to have their auditors, without jeopardizing the independent nature of the audit, review the auditor's initial findings and reports with ESI prior to discussing with the client in order to avoid any unnecessary client confusion. In addition, clients should not initiate a new audit until all parties have agreed that the prior audit is closed. We have found often times that items identified as issues during the initial audit turn out to be non-findings once a dialogue takes place between the auditor and ESI. In other words, we believe it is in everyone's interest to ensure that the auditor and ESI are not simply "missing each other" in the exchange of information prior to the auditor reviewing its findings with the client.

2. AUDIT PREREQUISITES

A. There are four components of your arrangement with ESI eligible for audit on an annual basis from February through October:

- Retrospective Claims
- Rebates
- Performance Guarantees
- Compliance with Regulatory Requirements (i.e., Medicare Part D)

Balancing the need to adequately support the audit process for all ESI clients, with an efficient allocation of resources, we encourage clients to audit all four components, as applicable, through a single annual audit. If you choose to audit the above components separately throughout the year, rather than combining all components into a single annual audit, you will be subject to ESI's standard charges for each additional audit. All such fees shall be reasonable and based on ESI's costs for supporting such additional audits.

- B. ESI will provide all data reasonably necessary for Sponsor to determine that ESI has performed in accordance with contractual terms. ESI will use commercially reasonable best efforts to provide the retrospective claims and benefit information in no more than fifteen (15) days from audit kickoff call and having an executed confidentiality agreement. Our pledge to respond within the foregoing timeframe is predicated on a good faith and cooperative effort between Sponsor and/or its Auditor and ESI.
- C. ESI engages a national accounting firm, at its sole cost and expense, to conduct a SSAE 16 audit on behalf of its clients. Upon request, ESI will provide the results of its most recent SSAE 16 audit. Testing of the areas covered by the SSAE 16 is not within the scope of Sponsor's audit rights (i.e., to confirm the financial aspects of the Agreement) and is therefore not permitted. However, if requested, ESI will explain the SSAE 16 audit process and findings to Sponsor in order for Sponsor to gain an understanding of the SSAE 16.

3. AUDITS

- A. ESI recommends that the initial audit period for a claims audit cover a timeframe not to exceed twenty-four (24) months immediately preceding the request to audit (the "Audit Period"). This Audit Period allows a reasonable amount of time for both parties to conclude the audit before claims data is archived off the adjudication system. ESI will accommodate reasonable requests to extend the Audit Period, but this may delay ESI's response time to audit findings due to the age of the claims. Due to the additional resources necessary to pull claims data older than twenty-four (24) months, if you request to extend the Audit Period, you will be subject to ESI's standard charges for such additional data pulls. All such fees shall be reasonable and based on ESI's additional costs associated with retrieval and reporting of such data. If the parties mutually determine, acting in good faith, that the initial audit demonstrates in any material respects that ESI has not administered the financial arrangement consistent with the contract terms of the Agreement, then ESI will support additional auditing beyond the Audit Period at no additional charge.
- B. CMS generally modifies its requirements for administering the Medicare Part D annually. For this reason, ESI recommends that the initial audit period for a Medicare Part D compliance audit cover a timeframe not to exceed the twelve (12) months immediately preceding the request to audit (collectively, the "Medicare Part D Audit Period"). This Medicare Part D Audit Period is intended to assist our clients with the CMS annual

oversight requirements. Due to the additional resources necessary to pull data older than twelve (12) months, if you request to extend the Audit Period, you will be subject to ESI's standard charges for such additional data pulls. All such fees shall be reasonable and based on ESI's additional costs associated with retrieval and reporting of such data.

- C. When performing a Rebate audit, Sponsor may perform an on-site review of the applicable components of manufacturer agreements, selected by Sponsor, as reasonably necessary to audit the calculation of the Rebate payments made to Sponsor by ESI. Our ability to drive value through the supply chain and in our negotiations with manufacturers is dependent upon the strict confidentiality and use of these agreements. Providing access to these agreements to third parties that perform services in the industry beyond traditional financial auditing jeopardizes our ability to competitively drive value. For this reason, unless otherwise agreed by the Parties, access to and audit of manufacturer agreements is restricted to an firm selected through a competitive bidding process mandated by law whose audit department is a separate stand-alone division of the business, which carries insurance for professional malpractice of at least Two Million Dollars (\$2,000,000). Unless otherwise agreed to by the Parties, an entity that provides pharmacy benefits consulting services or otherwise has a conflict of interest with ESI shall not be permitted to access or audit manufacturer agreements.
- D. ESI recommends that Sponsor select an initial number of manufacturer contracts to enable Sponsor to audit fifty percent (50%) of the total Rebate payments due to Sponsor for two (2) calendar quarters during the twelve (12) month period immediately preceding the audit (the "Rebate Audit Scope and Timeframe"). ESI will accommodate reasonable requests to extend this Rebate Audit Scope and Timeframe, but this may delay ESI's on-site preparation time as well as response time to audit findings. Due to the additional resources necessary to support a Rebate audit beyond the Rebate Audit Scope and Timeframe, if you request to extend the Rebate Audit Scope and Timeframe, you will be subject to ESI's standard charges for such additional audit support. All such fees shall be reasonable and based on ESI's additional costs. If the parties mutually determine, acting in good faith, that the initial Rebate audit demonstrates in any material respects that ESI has not administered Rebates consistent with the contract terms of the Agreement, then ESI will support additional auditing beyond the Rebate Audit Scope and Timeframe at no additional charge.
- E. If you have a Pass-Through pricing arrangement for Participating Pharmacy claims, ESI will provide the billable and payable amount for a sampling of claims provided by you or your auditor (i.e., ESI will provide the actual documented claim record) during the audit to verify that ESI has administered such Pass-Through pricing arrangement consistent with the terms of the Agreement. If further documentation is required, ESI may provide a statistically valid sample of claims remittances to the Participating Pharmacies to demonstrate ESI's administration of Pass-Through pricing. In any instance where the audit demonstrates that the amount billed to you does not equal the Pass-Through amount paid to the Participating Pharmacy, you or your auditor may perform an on-site audit of the applicable Participating Pharmacy contract rate sheet(s).

4. AUDIT FINDINGS

- A. Following Sponsor's initial audit, Sponsor (or its Auditor) will provide ESI with suspected errors, if any. In order for ESI to evaluate Sponsor's suspected errors, Sponsor shall provide an electronic data file in a mutually agreed upon format containing up to 300 claims for further investigation by ESI. ESI will use commercially reasonable best efforts to respond to the suspected errors in no more than sixty (60) days from ESI's receipt of such findings. Our pledge to respond within the foregoing timeframe is predicated on a good faith and cooperative effort between Sponsor and/or its Auditor and ESI.
- B. Following Sponsor's initial audit of Medicare Part D compliance, Sponsor (or its Auditor) will provide ESI with a written report of suspected non-compliant issues, if any. In order for ESI to evaluate Sponsor's suspected errors, Sponsor shall provide ESI with specific regulatory criteria and Medicare Part D program requirements used to cite each suspected non-compliant and payment reconciliation issue. ESI will use commercially reasonable best efforts to respond to the audit report in no more than thirty (30) days from ESI's receipt of the report. Please be aware, however, that audits that require evaluation of six (6) or more findings typically require additional time to respond. Our pledge to respond within the foregoing timeframe is predicated on a good faith and cooperative effort between Sponsor and/or its Auditor and ESI.
- C. Upon receipt and review of ESI's responses to Sponsor (or its Auditor), Sponsor (or its Auditor) will provide ESI with a written report of draft findings and recommendations. ESI will use commercially reasonable best efforts to respond to the audit report in no more than fifteen (15) days from ESI's receipt of the report. Our pledge to respond within the foregoing timeframe is predicated on a good faith and cooperative effort between Sponsor and/or its Auditor and ESI.
- D. Sponsor agrees that once audit results are accepted by both parties, the audit shall be considered closed and final. To the extent the mutually accepted audit results demonstrate claims errors, ESI will reprocess the claims and make corresponding adjustments to Sponsor through credits to a future invoice(s). If we are unable to reprocess claims and issue corresponding credits to Sponsor through this process, ESI will make adjustments to Sponsor via a check or credit.

- E. The provisions of this Audit Protocol are not intended to and do not in any way restrict the ability of Auditor to communicate with Sponsor.

5. AUDITS BY GOVERNMENT ENTITIES

- A. In the event CMS, the OIG, MEDIC, or another government agency has engaged in an audit of Sponsor and/or its “first tier” and “downstream entities”, Sponsor shall contact the ESI Account Management team and provide a written copy of the audit notice or request from the government agency promptly upon receipt.
- B. Sponsor agrees that CMS may have direct access to ESI’s and any such “downstream entity’s” pertinent contracts, books, documents, papers, records, premises and physical facilities, and that ESI and such “downstream entity” will provide requested information directly to CMS unless otherwise agreed upon by ESI and Sponsor.
- C. Following the government audit of Sponsor and its “first tier” and “downstream entities”, Sponsor shall provide ESI with a written report of suspected non-compliant issues noted in the government audit that relate to services provided by ESI, if any. If there are such findings, ESI will work with Sponsor and/or government agency to respond to any suspected non-compliant issues.
- D. Support for all such audits by government entities will be subject to ESI’s standard charges. All such fees shall be reasonable and based on ESI’s costs for supporting such audits.

6. CONFIDENTIALITY

ESI’s contracts are highly confidential and proprietary. For this reason, ESI only permits on-site review rather than provide copies to our clients. During on-site contract review, Sponsor (or its Auditor) may take and retain notes to the extent necessary to document any identified errors, but may not copy (through handwritten notes or otherwise) or retain any contracts (in part or in whole) or related documents provided or made available by ESI in connection with the audit. ESI will be entitled to review any notes to affirm compliance with this paragraph.

**Missouri Consolidated Health Care Plan
Responses to Vendor Questions
2020 Pharmacy Claim Audit RFP
February 26, 2020**

This response is provided by MCHCP to a question received from a potential bidder for the 2020 Pharmacy Claim Audit RFP.

General	Response
1 It appears that there is nothing to upload as a response file for Exhibit A-6 and A-7 as these are sample contracts and sample BAA. Can you confirm, that there is nothing that we need to do for these two exhibits?	As stated on Page 10 of the Introduction and Instructions document, Exhibits A-6 and A-7 must be reviewed and the bidder provide any suggested red-lined changes to the documents using Microsoft Word Track Changes functionality. Changes proposed may or may not be accepted by MCHCP. The red-lined versions must be uploaded as response documents by the RFP deadline of 4 p.m. CT, Feb. 26, 2020.