

**SECOND AMENDMENT TO
EXPRESS SCRIPTS, INC.
PHARMACY BENEFIT MANAGEMENT AGREEMENT**

This AMENDMENT (the "Amendment") is effective as of January 1, 2025, and is entered into by and between Express Scripts, Inc. ("ESI" or "Contractor"), and Pinellas County, a political subdivision of the State of Florida ("County" or "Sponsor").

RECITALS

WHEREAS, ESI and County are parties to a Pharmacy Benefit Management Agreement dated as of January 1, 2022, as amended from time to time (the "Agreement"), pursuant to which ESI provides certain prescription drug benefit management services to Sponsor; and

WHEREAS, County and ESI desire to update and amend the Agreement in accordance with the terms and conditions set forth herein; and

WHEREAS, Section 22 of the Agreement permits modification by mutual written agreement of the Parties; and

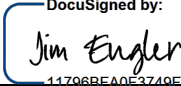
NOW, THEREFORE, in consideration of the premises and other conditions contained herein, the parties hereto hereby agree that the Agreement is amended as follows:

TERMS OF AMENDMENT

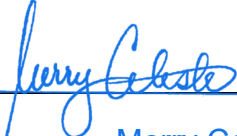
1. Pricing Terms and Pharmacy Program Fees. Schedule 1 of the original Agreement, including Schedule 1-1 (Billing, Payment, and Miscellaneous Pricing Terms), Schedule 1-2 (Claims Reimbursement Rates), Schedule 1-3 (Rebates), and Schedule 1-4 (Administrative Services and Clinical Program Fees), is hereby deleted in its entirety and replaced with the revised Schedule 1 attached hereto, including the revised Schedule 1-1 (Miscellaneous Pricing Terms), Schedule 1-2 (Claims Reimbursement Rates), Schedule 1-3 (Rebates), and Schedule 1-4 (Administrative Services and Clinical Program Fees).
2. Exhibit D. New Exhibit D is hereby attached to and made part of the Agreement to ensure compliance with Florida Statute Section 626.8825.
3. Effect of Amendment. This Amendment shall be effective on January 1, 2025. Except as expressly changed or modified herein, all terms and conditions of the original Agreement and any amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Parties have executed this Second Amendment as of the day and year below set forth.

EXPRESS SCRIPTS, INC.

DocuSigned by:

By: 11796BEA0E3749E...
Printed Name: Jim Engler
Title: VP, Account Management
Date: 05/27/2025 | 10:51 AM EDT

PINELLAS COUNTY


By:
Printed Name: Merry Celeste
Title: Purchasing Director
Date: June 3, 2025

APPROVED AS TO FORM

By: Marshall Brannon
Office of the County Attorney

Schedule 1-1

Miscellaneous Pricing Terms

1. **Market Check.** On an annual basis, Sponsor or its designee may provide ESI with a written comparison, prepared by an independent pharmacy benefit management consultant, for pharmacy benefit management services offered by a third party PBM provider which includes and takes into account similar plan design, formulary exclusions, clinical and trend programs, retail pharmacy, mail pharmacy, and specialty pharmacy mix and utilization, size, demographics, and other relevant factors necessary to provide an appropriate comparison ("Sponsor's Current Market Price"). In evaluating whether Sponsor's Current Market Price is comparable to pricing ESI offers Sponsor under the terms of this Agreement, ESI will validate that, at a minimum, price points used in determining Sponsor's Current Market Price were selected from benchmark plans that satisfy the comparable Sponsor Current Market Price factors listed herein. Sponsor's Current Market Price shall be evaluated on the basis of a total, aggregate comparison of the pricing terms offered by a single vendor to a single plan, and not on the basis of individual or best price points available from multiple vendors to a single plan or a single vendor to multiple plans. A copy Sponsor's Current Market Price analysis prepared by the consultant will be submitted to both Sponsor and to ESI. The consultant will also provide a reasonably detailed description of the methods and assumptions used in the analysis including the methods and assumptions related to the calculation of the individual pricing components and the Net Plan Costs, as defined below. ESI shall have a reasonable opportunity (i.e., not less than twenty (20) business days after all information necessary to perform the analysis is received) to evaluate Sponsor's Current Market Price. In a format specified by ESI, Sponsor, or its designee, shall provide any information necessary for ESI to validate Sponsor's compliance with the terms of this Section including, but not limited to, relevant details about any benchmark plans Sponsor relied upon in selecting any price point(s)/financial guarantees used to determine Sponsor's Current Market Price or Net Plan Cost. If the parties agree that the comparison analysis concludes that Sponsor's Current Market Price would yield an annual one percent (1%) or more savings of "Net Plan Costs" (with Net Plan Costs defined as the sum of the cost of Covered Drugs, dispensing fees, and claims Administrative Fees, less Rebates received by Sponsor) under the Agreement, then the parties shall negotiate in good faith a modification of the pricing terms herein. The revised pricing terms will become effective on the first day of the contract year following the issuance of the report or sixty (60) days following a fully executed amendment or agreement memorializing the revised pricing terms, whichever is later. The market check shall be at Sponsor's expense, except that ESI shall be responsible for its costs related to responding to the market check. If the parties are unable to agree upon revised pricing terms and conditions, then Sponsor may terminate this Agreement without cause upon ninety (90) days prior written notice to ESI.

2. **PRICING CONDITIONS.** In the event one or more of the following occurs (whether between the date of the proposal and the Effective Date, or during the Term), ESI will have the right, upon notice, to make an equitable adjustment to the rates, Administrative Fees and/or Rebates, solely as necessary to return ESI to its contracted economic position as of the effective date of such event:
 - a. Sponsor's Membership falls below 5,229 Members;
 - b. Sponsor has Members enrolled in a 100% co-payment plan (plans where Sponsor has no liability for the payment of pharmacy claims);
 - c. Sponsor has greater than 10% of total utilization for all Plans attributable to a consumer driven health plan (CDHP);
 - d. There is a material change in the demographics of Sponsor's Membership, or in the Sponsor's pharmacy or drug mix, compared to data provided by Sponsor;
 - e. Sponsor changes its Formulary, benefit designs, implements OTC plans, clinical or trend programs or otherwise takes an action that has the effect of lowering the amount of Rebates earned hereunder or materially impacting any guarantee;
 - f. Sponsor elects to use on-site clinics or pharmacies to dispense prescription drugs to Members which materially reduces Rebates and/or the number of Covered Drug claims submitted to ESI;

- g. There is a material change to the manner in which AWP is calculated or reported for Brand Drugs and/or Generic Drugs.

Further, if ESI's ability to provide the financial terms herein are adversely affected (whether between the date of the proposal and the Effective Date, or during the Term) due to unexpected introduction of a Generic Drug, due to another action by a manufacturer, due to any other industry or market condition, or due to a Change in Law, an appropriate adjustment will be made to the reimbursement rates, financial guarantees, Administrative Fees, and/or Rebates hereunder. The financial terms provided herein are based on Express Scripts' underwriting assumptions; pricing is subject to adjustment for a material change in these assumptions.

Schedule 1-2**Claims Reimbursement Rates**

Sponsor will pay to ESI for each Prescription Drug Claim dispensed or processed pursuant to the terms of this Agreement. Sales or excise tax or other governmental surcharge, if any, will be the responsibility of Sponsor.

1. BASE ADMINISTRATIVE FEES.

- 1.1. Sponsor will pay ESI the following base Administrative Fees on all claims processed by ESI under this Agreement. These shall be in addition to any other Administrative Fees set forth in this Agreement.

	Per Employee Per Month (PEPM)
Pinellas County	\$1.70

2. PARTICIPATING PHARMACY AND ESI MAIL PHARMACY AVERAGE AGGREGATE ANNUAL INGREDIENT COST AND DISPENSING FEE GUARANTEES (DOES NOT APPLY TO SPECIALTY PRODUCTS).**2.1. Ingredient Cost and Dispensing Fee Guarantees****a. ESI National Plus Network**

National Plus Smart90 Walgreens Exclusive		1-83 Days' Supply	84-90 Days' Supply
Brands	Average Annual Ingredient Cost Guarantee	AWP-19.75%	AWP-22.00%
	Dispensing Fee/Rx Guarantee	\$0.65	\$0.00
Generics	Average Annual Ingredient Cost Guarantee	AWP-84.80%	AWP-90.00%
	Dispensing Fee/Rx Guarantee	\$0.65	\$0.00

2.2. ESI Mail Pharmacy Ingredient Cost and Dispensing Fee Guarantees**a. Ingredient Cost and Dispensing Fee Guarantees**

ESI Mail Pharmacy		
Brands	Average Annual Ingredient Cost Guarantee	AWP-22.00%
	Dispensing Fee/Rx Guarantee [†]	\$0.00
Generics	Average Annual Ingredient Cost Guarantee	AWP-90.00%
	Dispensing Fee/Rx Guarantee [†]	\$0.00

[†]Dispensing fee guarantees are inclusive of shipping and handling. If carrier rates (i.e., U.S. mail and/or applicable commercial courier services) increase during the term of this Agreement, the dispensing fee guarantee will not be increased to reflect such increase(s).

3. SPECIALTY PRODUCT PRICING

- 3.1. **Adjudication Rates.** Sponsor will be charged for Specialty Products at the rates and dispensing fees set forth on the Specialty Product List, a copy of which is available to Sponsor upon request. The Specialty Product List and the rates contained therein are subject to addition, deletion, or modification by ESI from time to time.

- 3.2. Dispensing Fee for Specialty Products dispensed at Participating Pharmacy and ESI Specialty Pharmacy. There will be a Pass-Through dispensing fee for Specialty Products dispensed through Participating Pharmacies. There will be a dispensing fee of \$0.00 for Specialty Products dispensed through ESI Specialty Pharmacy. Dispensing fees are inclusive of shipping and handling. If carrier rates (i.e., U.S. mail and/or applicable commercial courier services) increase during the term of this Agreement, the dispensing fee will not be increased to reflect such increase(s).
- 3.3. Average Annual Ingredient Cost and Dispensing Fee Guarantees. The following pricing guarantees shall apply to Specialty Products.

ESI Specialty Pharmacy*	
Pinellas County	Open
Average Annual Ingredient Cost Guarantee	AWP-22.50%
Dispensing Fee/Rx Guarantee[§]	\$0.00

* In addition to the general exclusions identified in this Agreement, all non-Specialty Products are excluded from this guarantee. Claims not dispensed through the ESI Specialty Pharmacy, and all Exclusive or Limited Distribution Products are also excluded from this guarantee.

[§]Dispensing fee guarantees are inclusive of shipping and handling. If carrier rates (i.e., U.S. mail and/or applicable commercial courier services) increase during the term of this Agreement, the dispensing fee guarantee will not be increased to reflect such increase(s).

Exclusive and Limited Distribution Guarantee (ESI Specialty Pharmacy)*	
Pinellas County	Open
Average Annual Limited Distribution Guarantee	AWP-16.50%

*In addition to the general exclusions identified in this Agreement, all non-Specialty Products are excluded from this guarantee. This guarantee shall only apply to Exclusive or Limited Distribution Products through ESI Specialty Pharmacy.

- 3.4. The Specialty Product pricing offered assumes a days' supply consistent with the ESI Specialty Pharmacy Clinical Days' Supply Program.
- 3.5. ASES. For Specialty Products needing an additional charge to cover costs of all ASES required to administer the Specialty Products, ESI or ESI Specialty Pharmacy will bill, at ESI's option, either the Sponsor's medical plan or the Sponsor directly at the following standard per diem and nursing fee rates set forth below, maintained and updated by ESI from time to time. If ESI elects to bill Sponsor's medical plan for ASES, Sponsor will work with ESI to coordinate the invoicing and payment of ASES through Sponsor's medical plan. If Sponsor's medical plan will not cover the cost of ASES billed through ESI or ESI Specialty Pharmacy, Sponsor shall be responsible for the costs of all ASES. Unless otherwise set forth in an agreement directly between ESI Specialty Pharmacy and Sponsor or a Plan, if a Specialty Product dispensed or ASES provided by ESI Specialty Pharmacy is billed to Sponsor or a Plan directly by ESI Specialty Pharmacy instead of being processed through ESI, Sponsor or Plan will timely pay ESI Specialty Pharmacy for such claim pursuant to the rates below and within thirty (30) days of Sponsor's, Plan's, or its designee's, receipt of such electronic or paper claim from ESI Specialty Pharmacy. ESI Specialty Pharmacy shall have 360 days from the date of service to submit such electronic or paper claim.

Therapeutic Class	Brand Name	Per Diem:
ALPHA 1 DEFICIENCY	Alpha 1 Deficiency Drugs requiring Per Diem (e.g., Aralast NP, Zemaira, Glassia)	\$55.00 / Infusion
ENZYME DEFICIENCY	Enzyme Deficiency Drugs requiring Per Diem (e.g., Cerezyme, Lumizyme, Nexvazyme)	\$60.00 / Infusion
IMMUNE DEFICIENCY	Immune Deficiency Drugs requiring Per Diem (e.g., Cuvitru, Gammagard, Privigen)	\$60.00 / Infusion
INFLAMMATORY CONDITIONS	Inflammatory Conditions Drugs requiring Per Diem (e.g., Remicade, Avsola, Inflectra)	\$60.00 / Infusion
MISCELLANEOUS SPECIALTY CONDITIONS	Miscellaneous Specialty Conditions Drugs requiring Per Diem (e.g., Soliris, Ultomiris)	\$60.00 / Infusion
MISCELLANEOUS SPECIALTY CONDITIONS	Vyvgart	\$65.00 / Infusion
MISCELLANEOUS SPECIALTY CONDITIONS	Duopa	\$65.00 / Day
PAH	Tyvaso	\$30.00 / Day
PAH	PAH Drugs requiring Per Diem (e.g., Flolan, Epoprostenol Sodium, Remodulin)	\$65.00 / Day
PAH	Ventavis	\$65.00 / Day
Therapeutic Class	Brand Name	Equipment:
Cystic Fibrosis	Cayston (Replacement Nebulizer)	\$975.00
Therapeutic Class	Brand Name	Nursing:
Nursing Rates	All drugs / therapies requiring nursing	\$180.00 per Initial Visit up to two (2) hours / \$90.00 per additional hour or a fraction thereof

4. **COMPOUND DRUG PRICING.**

	ALL YEARS
Compounds (not listed elsewhere)	Pass-Through

5. **GENERAL PRICING TERMS.** The following terms are applicable to all pricing terms set forth in this Agreement except as otherwise noted herein.

- 5.1. **Calculation of Ingredient Cost Guarantees.** ESI will guarantee an average aggregate annual discounts to Sponsor to be calculated as follows:

[1-(total discounted AWP ingredient cost but excluding dispensing fees and 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)). Discounted ingredient cost will be the applicable adjudicated ingredient cost.

- 5.2. Calculation of Dispensing Fee Guarantees. ESI will guarantee an average aggregate annual per Prescription Drug Claim dispensing fee to Sponsor to be calculated as follows:

[total dispensing fee of applicable claims for the annual period divided by total claims for the annual period].

- 5.3. MNOY Guarantee Methodology. Notwithstanding anything in this Agreement to the contrary, the Generic ingredient cost discount and dispensing fee guarantees under Sections 2 and 3 above will include only those Prescription Drug Claims that processed to Sponsor for payment purposes where the underlying prescription drug product was identified by Medi-Span as having a Multi-Source Indicator code identifier of “Y” on the date dispensed (or was identified by Medi-Span as having a Multi-Source Indicator identifier of an “O” on the date dispensed, but was substituted and dispensed by the ESI Mail Pharmacy as its “house generic”), unless such Prescription Drug Claim is identified in the “Exclusions” section. The brand guarantees will include only those Prescription Drug Claims that processed to Sponsor for payment purposes under Sections 2 and 3 above where the underlying prescription drug product was identified by Medi-Span as having a Multi-Source Indicator code identifier of “M”, “N”, or “O” on the date dispensed (except in cases where the underlying prescription drug product was substituted and dispensed by the pharmacy as its “house generic”), unless such Prescription Drug Claim is identified in the “Exclusions” section. The application of brand and generic pricing may be subject to certain “dispensed as written” (DAW) protocols and Sponsor or Plan defined plan design and coverage policies for adjudication and Member Copayment purposes. If Medi-Span discontinues reporting Multi-Source Indicator identifiers, ESI reserves the right to make an equitable adjustment as necessary to maintain the parties’ relative economics and the pricing intent of this Agreement. Notwithstanding anything in this Agreement to the contrary, any rebate guarantees set forth in this Agreement will be reconciled using ESI’s BGA

- 5.4. Guarantee Reconciliation Period. The ingredient cost and dispensing fee guarantees under this Agreement will be measured and reconciled on an annual basis within ninety (90) days of the end of each contract year. The guarantees are annual guarantees - if this Agreement is terminated prior to the completion of the then current contract year (hereinafter, a “Partial Contract Year”), then the guarantees will not apply for such Partial Contract Year. To the extent Sponsor 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 discount achieved. Subject to the remaining terms of this Agreement, ESI will pay the difference attributable to any shortfall between the actual result and the guaranteed result; provided, however, that ESI may use an excess achieved in one or more of the guarantees within a channel (with the channels being retail and mail, Specialty Products will be included in the channel from which they were dispensed) under this Agreement to make up for, and offset, a shortfall in any other guarantee within the same channel, excluding any Rebate guarantees, which will be reconciled and offset only against other Rebate guarantees.

- 5.5. Exclusions. The following will be excluded from the listed ingredient cost and dispensing fee guarantees under this Agreement:

Exclusions
Specialty Products (other than specialty guarantee, if any)
coordination of benefit claims
Claims through 340b pharmacies
Subrogation Claims
claims dispensed from an on-site or Sponsor or Plan owned pharmacy

long term care pharmacy claims
Member Submitted Claims
compounds
OTCs
vaccines
VA Pharmacy Claims
Military Treatment Facility Claims
Claims where pharmacy reimbursement is determined by law, not ESI's contract with the provider (applicable to dispensing fee guarantees only)

5.6. Adjudication Rates.

- a. Participating Pharmacies. If no adjudication rates are specified herein, individual claims dispensed at Participating Pharmacies will be billed on a Pass-Through basis.
- b. ESI Mail Pharmacy. Claims dispensed at ESI Mail Pharmacy will be adjudicated to Sponsor at the applicable ingredient cost, and will be reconciled to the applicable guarantee as set forth herein.

5.7. Conditions Applicable to Extended Days' Supply Pricing. The Extended Days' Supply pricing set forth in this Agreement shall be subject to certain requirements, as set forth in this Section. Extended Days' Supply shall mean; (1) for all lines of business other than Medicare or EGWP, any supply of a covered drug of 84 days or greater; and (2) for Medicare or EGWP, if applicable, any supply of a covered drug of 35 days or greater.

a. **Smart 90 Walgreen Exclusive**

Certain Participating Pharmacies have agreed to participate, together with the ESI Mail Pharmacy, in the ESI "Smart90" extended 84-90 days' supply network for maintenance drugs (such Participating Pharmacies and the ESI Mail Pharmacy are hereinafter collectively referred to as "ESI's Smart90 Network"). Pricing in the 84-90 days' supply column set forth in this Agreement is applicable only if Sponsor implements a plan design that requires Members: (i) to fill maintenance drugs (based on ESI's standard list of identified maintenance drugs) in extended 84-90 days' supply quantities only (i.e., no 30 day fills except for initial courtesy fill(s)); and (ii) to fill such extended days' supply at either the ESI Mail Pharmacy or a Participating Pharmacy in the ESI Smart90 Network (i.e., Sponsor must implement a plan design whereby Members who fill maintenance drugs for less than an extended 84-90 days' supply or who fill an extended 84-90 days' supply at a Participating Pharmacy other than an ESI's Smart90 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 for Prescription Drug Claims for less than an 84 days' supply, and pricing for an 84-90 days' supply as set forth in this Agreement shall not apply, even if an ESI Smart90 Network Participating Pharmacy is used. The co-payment amount must also be level between the ESI Smart90 Network and the ESI Mail Pharmacy. For coinsurance/percentage co-payments, co-payments could be different at ESI Smart90 Network Participating Pharmacy vs. ESI Mail Pharmacy. If a regulatory body enacts a law, regulation, or other guidance that prohibits the Smart90 Program, ESI will adjust Sponsor's rates accordingly.

6. **VACCINE CLAIMS**

6.1. General Terms applicable to Vaccine Claims

- a. "Vaccine Claim" means a claim for a Covered Drug which is a vaccine.

- b. Vaccine Claims shall adjudicate at the lower of U&C or the amounts shown in the table below. In the case of Vaccine Claims, the U&C shall be the retail price charged by a Participating Pharmacy for the particular vaccine, including administration and dispensing fees, in a cash transaction on the date the vaccine is dispensed as reported to ESI by the Participating Pharmacy.
- c. The Vaccine Administration Fee for Vaccine Claims for Members enrolled in Sponsor's Medicaid programs, if any, will be capped at the maximum reimbursable amount under the state Medicaid program in which the Member is enrolled.
- d. All Vaccine Claims will be subject to any Administrative Fees set forth in the Agreement.
- e. Notwithstanding anything in the Agreement to the contrary, Vaccine Claims will be excluded from all ingredient cost and dispensing fee guarantees and Rebate guarantees.
- f. Vaccine Claims will be charged a program fee of \$2.50 per Vaccine Claim (except for Medicare Part D covered Vaccine Claims, if applicable). The Vaccine Program Fee will be billed separately to Sponsor as part of the administrative invoice according to the billing frequency set forth in this Agreement.

6.2. Commercial (Including Medicaid, Exchange and Medicare Part B if applicable)

	Participating Pharmacy INFLUENZA	Participating Pharmacy COVID19	Participating Pharmacy ALL OTHER VACCINES	Member Submitted Vaccine Claims (excluding foreign claims)
Pharmacy Vaccine Administration Fee^{*,†}	Capped at \$20 per Vaccine claim	Capped at \$40 per Vaccine claim	Capped at \$25 per Vaccine Claim	Submitted amount
Ingredient Cost[†]	Participating Pharmacy Ingredient Cost as set forth in the Agreement leveraging Brand or generic ingredient cost guarantees or such other pharmacy ingredient cost as required by applicable law			Submitted amount
Dispensing Fee[†]	Participating Pharmacy Dispensing Fee as set forth in the Agreement			Submitted amount
ESI Administrative Fee/Vaccine Claim	Administrative Fee per Prescription Drug Claim as set forth in the Agreement			Administrative Fee per Prescription Drug Claim (plus manual claim administrative fee) as set forth in the Agreement
Vaccine Program Fee	\$2.50 per vaccine claim			N/A

^{*}Vaccine Administration Fee subject to change based on market conditions upon ninety (90) days advanced notice.

7. **GENERIC DISPENSING RATE GUARANTEE.** ESI will guarantee that Generic Drugs will be dispensed from Participating Pharmacies and the ESI Mail Pharmacy at the percentages reflected below:

Generic Drug Dispensing Rate Guarantee		
	Participating Pharmacies	ESI Mail Pharmacy
Pinellas County	Year 1: 0.10% Increment over actual of preceding year	Year 1: 0.10% Increment over actual of preceding year
	Year 2: 0.10% Increment over actual of preceding year	Year 2: 0.10% Increment over actual of preceding year

7.1. The guarantees will be calculated as follows:

- a. The total Participating Pharmacy Generic Prescription Drug Claims divided by total Participating Pharmacy Generic and Brand Prescription Drug Claims (and the same for ESI Mail Pharmacy Prescription Drug Claims). Claims dispensed with a DAW 9 code will be excluded from the generic drug dispensing rate guarantee calculation.
- b. The Generic Drug dispensing guaranteed percentage baseline in contract years two and three will be set to the preceding year's actual Generic Drug dispensing percentage plus the increment guaranteed for Participating Pharmacies and ESI Mail Pharmacy, respectively.
- c. ESI will pay a penalty for any shortfall between the actual percentage result and the guaranteed percentage for each of the Participating Pharmacy and ESI Mail Pharmacy guarantees, respectively. If the actual Generic Drug dispensing percentage for a contract year is below the guaranteed percentage, the penalty will be calculated as the guaranteed Generic Drug dispensing percentage for the contract year minus the actual Generic Drug dispensing percentage for the contract year times the actual claims volume times the applicable Payment Factor below. Separate calculations will be performed for Participating Pharmacies and ESI Mail Pharmacy and for each contract year.

Payment Factor		
	Participating Pharmacies	ESI Mail Pharmacy
Pinellas County	Year 1: \$271.82	Year 1: \$474.21
	Year 2: \$286.90	Year 2: \$499.79

- d. Guarantees will be measured and reconciled separately for Participating Pharmacy and ESI Mail Pharmacy on an annual basis within ninety (90) days of the end of each contract year. Any excess achieved in either the Participating Pharmacies or ESI Mail Pharmacy guarantee will be used to offset a shortfall in the other guarantee, if any. To the extent Sponsor changes its utilization management programs, benefit design or Formulary, or there are material changes to the demographics and geography of the Members during the term of the Agreement, the guarantee will be equitably adjusted if there is a material impact on the Generic Drug dispensing percentage achieved.
- e. Specialty Products shall not be included in the calculation of the Generic Dispensing Rate Guarantee.

8. COVID-19 TESTING PRODUCTS

- a. Coverage of COVID-19 Testing Products. Sponsor wishes to provide coverage for certain over the counter and pharmacy-administered COVID-19 testing products (the “COVID-19 Testing Products”) under its pharmacy benefit. ESI shall maintain the list of covered COVID-19 Testing Products and shall make such list available to Sponsor upon request. Sponsor acknowledges and agrees that a Member will be allowed up to eight (8) tests per thirty (30) days at \$0 Member Co-payment. Once the Member has exhausted the allowed eight (8) tests, any additional tests will reject.
- b. Exclusion of COVID-19 Testing Products from Guarantees. Sponsor agrees that notwithstanding anything in the PBM Agreement to the contrary, claims for such COVID-19 Testing Products shall be excluded from all financial and rebate guarantees under the Agreement.
- c. Claims Reimbursement and Fees. Client will pay to ESI the following amounts for COVID-19 Testing Products:

	Participating Pharmacy COVID-19 Testing Products
Ingredient Cost	Participating Pharmacy Ingredient Cost as set forth in the Agreement
Dispensing Fee	Participating Pharmacy Dispensing Fee as set forth in the Agreement
COVID-19 Testing Product per Claim Administration Fee	Administrative Fee per Prescription Drug Claim as set forth in the Agreement
COVID-19 Testing Product Professional Service Administration Fee (if applicable)	Pass-Through

9. COVID-19 ANTIVIRAL THERAPEUTIC PRODUCTS

- a. Coverage of COVID-19 Oral Antiviral Therapeutic Products. Sponsor wishes to provide coverage for COVID-19 oral antiviral therapeutic products authorized by the Food and Drug Administration’s emergency use authorization, as amended (the “COVID-19 Oral Antiviral Products”) under its pharmacy benefit. ESI shall maintain the list of covered COVID-19 Oral Antiviral Products and shall make such list available to client upon request.
- b. Exclusion of COVID-19 Oral Antiviral Products from Guarantees. Sponsor agrees that notwithstanding anything in the Agreement to the contrary, claims for such EUA Govt. Funded COVID-19 Oral Antiviral Products shall be excluded from all financial and rebate guarantees under the Agreement.
- c. Claims Reimbursement and Fees. Sponsor will pay to ESI the following amounts for COVID-19 Oral Antiviral Products:

	Participating Pharmacy COVID-19 Oral Antiviral Products
Ingredient Cost	\$0*
Dispensing Fee	Pass-Through
COVID-19 Oral Antiviral Products Program Fee	\$2.50 per claim for COVID-19 Oral Antiviral Product†

*The \$0 ingredient cost shall apply for approved medications while funded by the federal government. If COVID-19 Oral Antiviral Products are no longer funded by the federal government, they will follow the pricing set forth in Exhibit A-2 of this Agreement.

†Applies to EUA Govt. funded product.

10. COVERAGE COVID-19 ORAL ANTIVIRAL THERAPEUTIC PRODUCTS RPH PRESCRIBING.

- a. Coverage COVID-19 Oral Antiviral Therapeutic Products RPh Prescribing. Sponsor shall provide coverage for a registered pharmacist (“RPh”) to prescribe certain COVID-19 oral antiviral therapeutic products (the “COVID-19 Oral Antiviral Products”) under its pharmacy benefit. PBM shall maintain the Sponsor approved list of covered COVID-19 Oral Antiviral Products that can be prescribed by an RPh and shall make such list available to client upon request.
- b. Exclusion of COVID-19 Oral Antiviral Products from Guarantees. Sponsor agrees that notwithstanding anything in the Agreement to the contrary, claims for such COVID-19 Oral Antiviral Products prescribed by an RPh shall be excluded from all financial and rebate guarantees under the Agreement.
- c. Claims Reimbursement and Fees. Client will pay to ESI the following amounts for COVID-19 Oral Antiviral Products prescribed by an RPh:

	COVID-19 Oral Antiviral Products Prescribed by an RPh	
Ingredient Cost	\$0*	
Dispensing Fee	Pass-Through	
COVID-19 Oral Antiviral Product per Claim Administration Fee	\$2.50 Program Fee is waived when enrolled in this product.	
COVID-19 Oral Antiviral Product Professional Service Administration Fee	\$60 [‡]	
COVID-19 Oral Antiviral Product Implementation and Annual Fee[†]	Initial Implementation Fee (Year One)	Discounted Recurring Annual Fee (After Year One)
	\$4,250.00	\$2,125.00

*The ingredient cost for COVID-19 Oral Antiviral Products is waived while funded by the Federal government. Once the Federal government stops funding, Sponsor will be charged the Participating Pharmacy Ingredient Cost as set forth in the Agreement.

[†]Pharmacy Management Funds (PMF) can be used to cover the cost of the implementation and annual fee.

[‡]Excluded from all financial and rebate guarantees under the agreement.

SCHEDULE 1-3**Rebates****1. NON-SPECIALTY REBATE AMOUNTS**

1.1. Subject to the conditions set forth in this Agreement, ESI will pay to Sponsor an amount equal to the greater of:

- a. 100% of the Rebates and Manufacturer Administrative Fees received by ESI; or subject to Sponsor meeting the Plan design conditions identified in the table below, the following guaranteed amounts:

Formulary:	National Preferred (NPF)		
	Participating Pharmacies		ESI Mail Pharmacy
Days' Supply	1-83	84-90	All Days' Supply
per Brand Drug Claim (non-Specialty Products)	Year 1: \$396.00 Year 2: \$456.00	Year 1: \$990.00 Year 2: \$1,140.00	Year 1: \$990.00 Year 2: \$1,140.00

1.2. REBATE PAYMENT TERMS

- a. Subject to the conditions set forth herein, ESI shall pay Sponsor the percentage amounts set forth above during each calendar quarter hereunder within approximately one hundred fifty (150) days following the end of such calendar quarter.
- b. On an annual basis, ESI shall reconcile the guaranteed amounts set forth above, against the percentage amount paid to Sponsor quarterly including any amounts applied at the point of sale within one hundred eighty (180) days following the end of each contract year and shall credit Sponsor for any deficit on the next invoice immediately following the reconciliation. The annual payment may be credited to reflect the introduction into the market of Rebate-eligible drugs that are therapeutically equivalent, lower Rebate alternatives to Brand Drugs, or to account for the reduction in a Brand Drug's list price. The Rebate credit will not exceed the aggregate Rebates for the applicable Brand Drugs. If, upon reconciliation, the annual aggregate percentage amount paid to Sponsor for the contract year is greater than the guaranteed aggregate amounts, ESI shall be entitled to make up for, and offset, a shortfall in other Rebate guarantee(s) set forth in this Agreement with such excess annual aggregate percentage amount.

Pinellas County will receive quarterly rebate payment and reporting approximately 150 days after the end of the quarter. All quarterly Rebate guarantee payments will be reduced by the Rebate Credit (defined herein) for the remainder of the term of the PBM Agreement.

- "Biosimilar Product" means a "biosimilar" biological product as defined in the Biologics Price Competition and Innovation Act of 2009 at 42 U.S.C. §262(i)(2) and approved under Section 351(k) of the Public Health Services Act, unless otherwise defined in the PBM Agreement.
- "Low List Price Biosimilar Product" means a Biosimilar Product with a wholesale acquisition cost (WAC) that: (i) is at least 25% less than the Reference Product or the Standard List Price Biosimilar Product, if applicable, or (ii) has decreased by at least 25%.
- "Rebate Credit" means the aggregate difference between (i) the Rebate applied to the Reference Product and (ii) the Rebate applied to the Low List Price Biosimilar Product; provided, however, that if the Reference Product exits the market, ceases contracting or is, or becomes, non-formulary, the Standard List Price Biosimilar Product (defined herein) will apply in lieu of the Reference Product in (i) above.

- “Reference Product” means a biological product as defined in 42 U.S.C. §262(i)(4).
- “Standard List Price Biosimilar Product” means a Biosimilar Product to the same Reference Product with a WAC that is comparable (i.e., at most 25% less than the Reference Product) to the WAC of the Reference Product. Standard List Price Biosimilar Products will only be included in the calculation of Rebate Credit if the Reference Product exits the market, ceases contracting or is, or becomes, non-formulary.
- The Low List Price Biosimilar Product will continue to be preferred.
- ESI will provide 60 days’ advance notice of products that qualify for Rebate Credits. ESI shall provide reporting demonstrating client-favorable net-cost impact in the therapeutic categories of the products eligible for the Rebate Credit.
- In no way will the Rebate Credit exceed the Baseline WAC (defined herein) less the Low List Biosimilar Product WAC processed. The “Baseline WAC” will be the WAC of the Reference Product (or the WAC of the Standard List Price Biosimilar Product when applied in lieu of the Reference Product) at the time of Claim processing.
- Client’s authorized auditor may validate the application of the Rebate Credit calculation as part of the Audit Protocol. If the Rebate Credit calculations are applied based on manufacturer contracts that are not included within the auditor’s sample selection, ESI will make available all additional manufacturer contracts that are necessary to validate and reconcile ESI’s Rebate Credit calculation. For each additional manufacturer contract provided to validate the Rebate Credit calculation, the auditor’s review will be limited to the product impacting the Rebate Credit calculation and no other product(s) manufactured by the manufacturer.
- Any capitalized term not defined herein shall have the meaning set forth in the PBM Agreement, except as otherwise noted herein.
- Except as expressly provided herein, the terms and conditions of the PBM Agreement shall remain in full force and effect. In the event of a conflict between this amendment and the PBM Agreement, the terms of this amendment shall prevail.

2. SPECIALTY REBATE AMOUNTS

2.1. Subject to the conditions set forth in this Agreement, ESI will pay to Sponsor an amount equal to the greater of:

- 100% of the Rebates and Manufacturer Administrative Fees received by ESI; or subject to Sponsor meeting the Plan design conditions identified in the table below, the following guaranteed amounts:

Formulary:	National Preferred (NPF)	
	Participating Pharmacies	ESI Specialty Pharmacy
per Brand Drug Claim (Specialty Products)	Year 1: \$3,900.00	Year 1: \$3,900.00
	Year 2: \$4,100.00	Year 2: \$4,100.00

2.2. REBATE PAYMENT TERMS

- Subject to the conditions set forth herein, ESI shall pay Sponsor the percentage amounts set forth above during each calendar quarter hereunder within approximately one hundred fifty (150) days following the end of such calendar quarter.
- On an annual basis, ESI shall reconcile the guaranteed amounts set forth above against the percentage amount paid to Sponsor quarterly including any amounts applied at the point of sale, within one hundred eighty (180) days following the end of each contract year and shall credit Sponsor for any deficit on the next invoice immediately following the reconciliation. The annual payment may be credited to reflect the introduction into the market of Rebate-eligible drugs that are therapeutically equivalent, lower Rebate alternatives to Brand Drugs, or to account for the

reduction in a Brand Drug's list price. The Rebate credit will not exceed the aggregate Rebates for the applicable Brand Drugs. If, upon reconciliation, the annual aggregate percentage amount paid to Sponsor for the contract year is greater than the guaranteed aggregate amounts, ESI shall be entitled to make up for, and offset, a shortfall in other Rebate guarantee(s) set forth in this Agreement with such excess annual aggregate percentage amount.

Pinellas County will receive quarterly rebate payment and reporting approximately 150 days after the end of the quarter. All quarterly Rebate guarantee payments will be reduced by the Rebate Credit (defined herein) for the remainder of the term of the PBM Agreement.

- "Biosimilar Product" means a "biosimilar" biological product as defined in the Biologics Price Competition and Innovation Act of 2009 at 42 U.S.C. §262(i)(2) and approved under Section 351(k) of the Public Health Services Act, unless otherwise defined in the PBM Agreement.
- "Low List Price Biosimilar Product" means a Biosimilar Product with a wholesale acquisition cost (WAC) that: (i) is at least 25% less than the Reference Product or the Standard List Price Biosimilar Product, if applicable, or (ii) has decreased by at least 25%.
- "Rebate Credit" means the aggregate difference between (i) the Rebate applied to the Reference Product and (ii) the Rebate applied to the Low List Price Biosimilar Product; provided, however, that if the Reference Product exits the market, ceases contracting or is, or becomes, non-formulary, the Standard List Price Biosimilar Product (defined herein) will apply in lieu of the Reference Product in (i) above.
- "Reference Product" means a biological product as defined in 42 U.S.C. §262(i)(4).
- "Standard List Price Biosimilar Product" means a Biosimilar Product to the same Reference Product with a WAC that is comparable (i.e., at most 25% less than the Reference Product) to the WAC of the Reference Product. Standard List Price Biosimilar Products will only be included in the calculation of Rebate Credit if the Reference Product exits the market, ceases contracting or is, or becomes, non-formulary.
- The Low List Price Biosimilar Product will continue to be preferred.
- ESI will provide 60 days' advance notice of products that qualify for Rebate Credits. ESI shall provide reporting demonstrating client-favorable net-cost impact in the therapeutic categories of the products eligible for the Rebate Credit.
- In no way will the Rebate Credit exceed the Baseline WAC (defined herein) less the Low List Biosimilar Product WAC processed. The "Baseline WAC" will be the WAC of the Reference Product (or the WAC of the Standard List Price Biosimilar Product when applied in lieu of the Reference Product) at the time of Claim processing.
- Client's authorized auditor may validate the application of the Rebate Credit calculation as part of the Audit Protocol. If the Rebate Credit calculations are applied based on manufacturer contracts that are not included within the auditor's sample selection, ESI will make available all additional manufacturer contracts that are necessary to validate and reconcile ESI's Rebate Credit calculation. For each additional manufacturer contract provided to validate the Rebate Credit calculation, the auditor's review will be limited to the product impacting the Rebate Credit calculation and no other product(s) manufactured by the manufacturer.
- Any capitalized term not defined herein shall have the meaning set forth in the PBM Agreement, except as otherwise noted herein.
- Except as expressly provided herein, the terms and conditions of the PBM Agreement shall remain in full force and effect. In the event of a conflict between this amendment and the PBM Agreement, the terms of this amendment shall prevail.

3. CONDITIONS (APPLIES TO ALL REBATES)

- 3.1** ESI contracts for Rebates and Manufacturer Administrative Fees, if indicated to be paid above, on its own behalf and for its own benefit, and not on behalf of Sponsor. Accordingly, ESI retains all right, title and interest to any and all actual Rebates and Manufacturer Administrative Fees received. ESI will pay Sponsor amounts equal to the Rebate and Manufacturer Administrative Fees amounts allocated to

Sponsor, as specified above, from ESI’s general assets (neither Sponsor, its Members, nor Sponsor’s plan retains any beneficial or proprietary interest in ESI’s general assets). Sponsor acknowledges and agrees that neither it, its Members, nor its Plan will have a right to interest on, or the time value of, any Rebate payments or Manufacturer Administrative Fee payments received by ESI during the collection period or moneys payable under this Section. No amounts for Rebates or Manufacturer Administrative Fees will be paid until this Agreement is executed by Sponsor. ESI will have the right to apply Sponsor’s allocated Rebate amount and Manufacturer Administrative Fees amount to unpaid Fees.

3.2 Exclusions. The following will be excluded from the listed rebate guarantees under this Agreement:

Exclusions
Specialty Products (other than Specialty guarantees, if any)
Member Submitted Claims
Subrogation Claims
biosimilar products
Exclusive or Limited Distribution Products
vaccines
OTC products
claims older than 180 days
claims through Sponsor-owned, in-house, or on-site pharmacies
Claims through 340b pharmacies
coordination of benefit claims
claims pursuant to a 100% Member Copayment plan

- 3.3** ESI reserves the right to adjust the Rebate guarantees if Rebate revenue is materially decreased because Brand Drugs unexpectedly move off-patent to generic status or due to a Change in Law.
- 3.4** Sponsor acknowledges that it may be eligible for Rebate amounts and Manufacturer Administrative Fee amounts under this Agreement only so long as Sponsor, its affiliates, or its agents do not contract directly or indirectly with anyone else for discounts, utilization limits, rebates or other financial incentives on pharmaceutical products or formulary programs for claims processed by ESI pursuant to the Agreement, without the prior written consent of ESI. In the event that Sponsor negotiates or arranges for Rebates or similar discounts for any Covered Drugs hereunder, but without limiting ESI’s right to other remedies, ESI may immediately withhold any Rebate amounts or Manufacturer Administrative Fee amounts earned but not yet paid to Sponsor. To the extent Sponsor knowingly negotiates and/or contracts for discounts or rebates on claims for Covered Drugs without prior written approval of ESI, such activity will be deemed to be a material breach of this Agreement, entitling ESI to suspend payment of Rebate amounts and Manufacturer Administrative Fee amounts hereunder and to renegotiate the terms and conditions of this Agreement.
- 3.5** The Rebate guarantees are conditioned upon Sponsor’s enrollment in Advantage Plus UM.
- 3.6** Under its Rebate program, ESI may implement ESI’s Formulary management programs and controls, which may include, among other things, cost containment initiatives, and communications with Members, Participating Pharmacies, and/or physicians. ESI reserves the right to modify or replace such programs from time to time. Guaranteed Rebate amounts, if any, set forth herein, are conditioned on adherence to various Formulary management controls, benefit design requirements, claims volume, and other factors stated in the applicable rebate agreements, as communicated by ESI 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 ESI may make an adjustment to the Rebate terms and guaranteed Rebate amounts, if any, hereunder.

- 3.7** Rebate and Manufacturer Administrative Fee amounts paid to Sponsor pursuant to this Agreement are intended to be treated as “discounts” pursuant to the federal anti-kickback statute set forth at 42 U.S.C. §1320a-7b and implementing regulations. Sponsor is obligated if requested by the Secretary of the United States Department of Health and Human Services, or as otherwise required by applicable law, to report the Rebate amounts and to provide a copy of this notice. ESI will refrain from doing anything that would impede Sponsor from meeting any such obligation.
- 3.8** Notwithstanding anything in the Agreement to the contrary, in the event ESI does not receive a Rebate for a particular Brand Drug claim due to its identification by a pharmaceutical manufacturer as being a 340B eligible claim ESI may reduce a subsequent Rebate quarterly payment (or reconciliation payment, if applicable) to account for any previously-paid Rebate amounts attributable to such claim.

SCHEDULE 1-4

Administrative Services and Clinical Program Fees

Administrative Services and Clinical Programs - Commercial

INCLUDED SERVICES

Services listed below are included within the pricing offered; additional services may be available for additional fees. Additional terms and conditions may apply for the below services.

Benefits Management	
Basic PBM Services	Electronic claims processing Customer service for members Eligibility submission and maintenance Section 111 Commercial Reporting Plan set-up and validation FSA eligibility feeds Member replacement cards printed via web Strategic account planning support
Formulary & Retail Network Services	Formulary services and notifications Pharmacy network management and reimbursement Basic network pharmacy audit Pharmacy help desk
Implementation Services	Implementation support New member packets (includes delivery of ID cards)
Technology and Communication Services	Express Scripts member website (express-scripts.com) and mobile app Co-branding on communication materials
Pharmacy Benefit Eligibility Verification	Sponsor will be charged a fee of \$0.04 PMPM for Express Scripts to provide member benefit information for physician experiences like Insurance Verification, Real-Time Prescription Benefit (RTPB), ePA, etc.
Pharmacy	
Personalized Pharmacy Experience	Online ordering and prescription management through Express Scripts Pharmacy Specialty Pharmacy Website (accredo.com) and Accredo Mobile App Standard prescription delivery Specialized pharmacist support through Therapeutic Resource Centers Extended Payment Program (EPP)
Care	
Simple and Affordable Clinical Solutions	e-Prescribing and Electronic Prior Authorization (ePA) Overrides - Sponsor requested overrides, lost/stolen overrides, vacation supplies Concurrent Drug Utilization Review (DUR) Drug Conversion Program (Therapeutic Interchange) Digital Health Formulary Development Cost Exceeds Maximum for compound drugs and non-compound drugs (must be greater than \$10,000 non-compound limit) if less than \$10,000 non-compound limit see pricing below under Additional Services Patient Assurance Program

Intelligence	
Advanced Analytics and Insights	Evernorth Control Center — customer relationship platform (eligibility, claims, and benefit administration), coverage management and appeals, eligibility file transfer Trend Central – on demand web-based reporting Billing reports with electronic claims detail extract file (NCPDP) Load 12 months claims history for clinical reports and reporting Software training for our online systems

ADDITIONAL SERVICES

Below are common additional services and fees that may apply. A comprehensive list of additional services and associated fees is available upon request. Additional services may be subject to additional terms and conditions. ESI may discontinue programs or modify fees, provided that ESI will not modify a fee of a program elected by Sponsor without prior notice.

Benefits Management

Additional PBM Services	
Cost Exceeds Maximum Non-compound drug limits less than \$10,000	\$0.01 PMPM
Direct/Paper Claims	\$3.00 per claim
Standard Single Sign-On (SSO)	\$0.00
Express Scripts Payment Integrity SolutionsSM Express Scripts Complete Claims CoordinationSM <ul style="list-style-type: none"> Identify, store and maintain Other Health Insurance Update COB indicator based on identification of primary or secondary coverage Reject primary claims when coverage is secondary Submit primary coverage on reject responses Submit secondary coverage on primary paid claim responses Setup of reimbursement formula and COB claims adjudication 	\$0.06 PMPM 17% of the overpayment amounts recovered
Express Scripts Payer Precision ProgramSM <ul style="list-style-type: none"> Retrospective review of claims and OHI to identify and recover plan payments The fee is contingent upon the successful recovery of overpayments 	\$3.00 per paid claim NOTE: The COB Adjudication fee is waived if enrolled Express Scripts Complete Claims Coordination SM or Express Scripts Payer Precision Program SM
COB Adjudication (Standalone) <ul style="list-style-type: none"> Creation of custom reimbursement formula (if needed) Setup and ongoing maintenance Product support 	\$3.00 per paid claim
Subrogation (Medicaid, Medicare, and Commercial)	
Explanation of Benefits (EOBs)	PBR (Non-Medicare Prescription Benefit Review EOBs): \$1.50 per statement + postage Direct Claim EOB: \$0.00
Member Grievances	\$0.15 PMPM
Enhanced Network Pharmacy Audit	Enhanced Plus \$0.04/paid claim – Amount billed to Sponsor not to exceed \$300,000.00.

	Basic No Charge
Vaccine Program (optional)	\$2.50 per vaccine claim
Standard Formulary Guidebook (PDF, Word Document or Excel Format)	Included, no fee (NOTE: Any deviation from the standard Formulary Guidebook is considered custom)
Custom Formulary Guidebook (PDF, Word Document or Excel Format)	Custom Formulary Guidebooks are provided at request and have an annual fee: \$12,500 annual fee – first formulary \$4,000 annual fee – each additional formulary
Cost Share Reduction/Subsidy Claims Adjudication and Reporting	\$25,000 implementation fee \$0.50/claim
Emerging Therapeutic Issues Program (ETIP) (optional): Alerts members and healthcare professionals about significant safety-related drug recalls for scripts filled at a retail pharmacy	\$0.05 PMPM and \$1.35 /letter + postage for mailed communications
SafeGuardRx Programs	No out-of-pocket expense to Plan Sponsor; Sponsor's fees to ESI are paid through retention of portion of manufacturer value associated with program.
Out of Pocket Protection Plan (Must be enrolled in exclusive specialty program through Accredo)	\$0.00
SaveonSP (Must be enrolled in exclusive specialty program through Accredo)	Sponsor's fee to SaveonSP 25% of realized savings
Variable Copay Benefit Program (Must be enrolled in exclusive specialty program through Accredo)	\$0.00
Client Vendor Copay Assistance Programs (Client Vendors External to Express Scripts or Accredo)	Pricing is applied on a Per Member Per Month – (PMPM) basis. Any customization of buildout or setup can/will incur additional fees, amended pricing and/or guarantees.
High Performance Formulary Service Fee	\$10,000 Implementation Fee + \$0.05 PMPM
MoreThanRx Medication Administration Service Medication Administration will allow members the option to have some injectable medications (not vaccines) filled and administered at participating retail pharmacies. By enrolling in Medication Administration, clients agree to allow ESI to communicate with members as related to the program. Except as expressly provided herein, the terms and conditions of the PBM Agreement shall remain in full force and effect, including any audit and reporting rights. In the event of a conflict between this amendment and the PBM Agreement, the terms of this amendment shall prevail.	Participating Pharmacy Ingredient Cost as set forth in the Agreement Participating Pharmacy Dispensing Fee as set forth in the Agreement Administrative Fee per Prescription Drug Claim as set forth in the Agreement Pharmacy Administration Fee up to \$40 \$2.50 per Claim Program Fee
Express Scripts Price Assure (optional)	<ul style="list-style-type: none"> No out-of-pocket expense to Sponsor; any generic surplus value created from Price Assure impacted claims may be applied towards meeting other channel guarantees.

Technology and Communication Services

Proprietary External (Client-Facing) Application Programming Interface (API)	Per Member Per Month/ Subscription <ul style="list-style-type: none"> \$0.10 PMPM base \$1,250 per month minimum (\$15,000 annual) No Installation Fee Access to all APIs 	
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	Transaction	<ul style="list-style-type: none">• \$0.01 per Transaction FHIR APIs (or equivalent on proprietary)• \$1,250 per month minimum• Installation Fee - \$25K < 100K lives, \$50K>100K lives• Access to all APIs• No data limits	
Technology Development for Custom Solutions		\$143/hour	
Standard member/physician optional program letter communication		\$1.35 + postage	
Development and delivery of custom communications		Priced upon request	
Personalized Pharmacy Experience			
Custom Laser Messaging		\$40,000 per custom message A 20% discount will be provided for subsequent 3 month extensions of an active campaign.	
Reviews and Appeals Management			
Initial and first level clinical appeals		Included in AUM PMPM fee or \$55/review	
ESI Level 2 and Urgent Appeal Service (optional)		Additional \$10.00 applies to all reviews	
External Reviews (optional) Facilitated by UM company, reviewed by independent review organizations		\$800 per review	
Benefit Review Initial Determinations and Redeterminations (Level 1 Appeals) for plan design related requests not related to UM program, such as: Exclusion Reviews Tiering Exception Reviews		\$55 per initial determination/redetermination	
Advanced Benefit Management / Data Integration			
Consumer Connect Plan Consumer Driven Health (CDH) Plan Enrollees ¹ Advanced Data Integration, Enhanced Reporting, Member Adherence and Member Education		\$0.48 PMPM	
Combined Benefit Management (Non-CDH Plan Enrollees) ² Services to manage combined medical-pharmacy benefits that are not a consumer-directed health (CDH) plan. Combined benefit types may include deductible, out of pocket, spending account, and lifetime maximum.		\$0.10 PMPM per combined accumulator for existing connection with medical carrier or TPA (up to a maximum \$0.20 PMPM)	
FSA setup		\$5,720	
Advanced Analytics and Insights			
Custom Reporting Requiring development build		\$143 /hour	
Fees Applicable to Retiree Drug Subsidy Plans Only			
Retiree Drug Subsidy (RDS) enhanced service Express Scripts sends reports to CMS on behalf of Sponsor		\$1.12 PMPM for Medicare-qualified members with a minimum annual fee of \$7,500	

Retiree Drug Subsidy (RDS) standard service Express Scripts sends reports to Sponsor	\$0.62 PMPM for Medicare-qualified members with a minimum annual fee of \$5,000
Notice of Creditable Coverage	\$1.35 /letter + postage

¹Clients with HSA-Qualified plan designs are automatically enrolled in the Consumer Driven Health program and there is no opt-out option. An HSA-Qualified Plan is a plan that meets IRS requirements including annual minimum deductibles and out-of-pocket maximums, regardless of offering a savings account.

²Clients with Combined Benefit Management plan designs (non-CDH) have the option to opt-in to the Express Scripts Consumer Driven Health program, known as Consumer Connect Plan. These plans are integrated between pharmacy and medical benefits but do not meet IRS deductible and out-of-pocket maximum requirements for HSA-Qualified Plans.

Care Solutions

Below are common optional clinical services and fees. A comprehensive list of additional services and associated fees is available upon request. These offerings and fees may change or be discontinued from time to time as Express Scripts updates its offerings to meet the needs of the marketplace. Offerings may be subject to additional terms and conditions. Sponsor will select clinical/trend programs during implementation by checking selected options on the Clinical Addendum and on the applicable Set-Up Form. Such Set-Up Forms are incorporated herein by reference as and when executed by the parties. A complete list representing the programs adopted by Sponsor (and corresponding pricing and guarantees) as of the Effective Date is outlined in the Clinical Addendum (executed separately by Sponsor).

Health Connect 360	
For a single per member per month (PMPM) fee, Health Connect 360 leverages the benefits of a suite of Express Scripts care solutions without the individual costs and management of standalone solutions.	
Pricing is client-specific and quoted at time of modeling.	
Member Care Support <i>Personalized digital tools, adherence solutions, education, and counseling</i>	Physician Support <i>Bi-directional EHR communication, real-time safety alerts, and provider engagement</i>
Pharmacy Support <i>Point of sale pharmacy messaging and clinical care improvement opportunities</i>	Plan Management Support <i>Care coordination with Care Insights Hub and Population Health Manager</i>

Standalone Solutions	
ScreenRx: Medication adherence solution	\$0.25 PMPM
RationalMed: Advanced patient safety solution integrating medical, prescription, and laboratory data	\$0.25 PMPM year 1, \$0.35 PMPM all years following* *Sponsors may incur a one-time medical/lab data onboarding fee dependent on vendors.
Retrospective DUR (RDUR): Patient safety solution integrating prescription data	Basic RDUR Module: \$0.05 PMPM Advanced RDUR Module: \$0.10 PMPM Seniors RDUR Module: \$0.04 PMPM Retrospective DUR Bundle: \$0.11 PMPM
Physician Care Alerts	Adherence Module: \$0.03 PMPM Omission Module: \$0.03 PMPM High-Risk Module: \$0.03 PMPM HEDIS Module: \$0.03 PMPM Physician Care Alert Package: \$0.07 PMPM HEDIS Bundle: \$0.10 PMPM
Advanced Opioid Management: Comprehensive and proactive approach to opioid management	\$0.39 PMPM
Enhanced Fraud, Waste, & Abuse: Advanced patient and	<u>Commercial</u>

prescriber investigative services to identify opportunities for reducing plan costs and increasing patient safety	\$10,000 annual fee \$4,000 annual fee (no quarterly consultations/reports; otherwise the same as \$10,000 option)
inMyndRx:	\$0.17 PMPM
inMynd: Behavioral Health	\$0.29 PMPM
Embarc Benefit Protection	\$1.25 PMPM
ACA Statin Trend Management Solution	\$0.03 PMPM
Medical Drug Management	\$0.40 PMPM Comprehensive: \$0.42 PMPM Advanced: \$0.45 PMPM
Evernorth Intellisphere with clinical pharmacist support	\$0.10 PMPM Access for up to 5 users. Each additional user will cost Sponsor \$10,000 per year
Evernorth Intellisphere with dedicated academic detailing pharmacist	Evernorth Intellisphere: \$0.08 PMPM Access for up to 5 users. Each additional user will cost Sponsor \$8,000 per year Academic Detailer - \$350,000/year for a dedicated Academic Detailer
Over-the-Counter Solution	Program Oversight: \$0.30 PMPY One-Time Implementation Fee: \$5,000 Formulary Product Cost (Includes the cost of OTC product(s) ordered by members): Invoiced Monthly Order Processing Fee: \$4.75 per order Standard Catalog & Distribution: \$2.50 per catalog Foreign Language Translation Line: Cost + 15%
Value Based Insurance Design (VBID) Members enrolled using automated file: Manual Setup: Changes after go-live:	Standard file layout/clinical rules Install set up: \$15,000 per vendor Maintenance: \$500 per month (\$750/month if quarterly eligibility reporting is requested) Custom file layout/custom rules: Sponsor specific, priced upon request Eligibility Reporting: \$1,000 per ad hoc report Standard Clinical Rules Install set up: \$5,000 per vendor/client Maintenance: \$500 per month (\$750/month if quarterly eligibility reporting is requested) Custom Rules: Sponsor specific, priced upon request Eligibility Reporting: \$1,000 per ad hoc report Vendor add: \$10,000 Program add: \$5,000 New carrier: \$5,000 Customization: client specific, priced upon request NOTE: Fees above are per carrier
Evernorth Dynamic Health Engagement for Providers Physician outreaches (Campaigns) within the electronic health record. Campaigns focus on affordability, benefit/formulary utilization, clinical guidance and quality outcome support. Automated and scalable process and allows bi-directional communication (2- way communication) with Evernorth/ESI clinicians within the physicians' workflow.	From a menu of campaigns, clients receive 6 campaigns/year. Pricing adjusted annually on January 1st of each year. Can utilize PMPM pricing if requested by client. Custom campaigns addressed case-by-case. Packaging with Academic Detailing addressed per client. Annual cost may be subject to 4% annual inflation increase. <u>Annual Price</u>

	<u>Standalone:</u> \$25,000
EncircleRx Cardiometabolic Weight Loss Enhanced controls in EncircleRx Cardiometabolic Weight Loss ensures GLP-1 access to clinically necessary patients, improving clinical outcomes and lowering downstream medical and prescription costs through: + Higher patient BMI requirements, with consideration for documented comorbidities + Enrollment and ongoing engagement in a lifestyle modification program + Increased GLP-1 monitoring & fraud protection through GLP-1 Anti-Fraud Protection to ensure appropriate prescribing, filling, and adherence	15% Weight Loss Cost Cap <1,000 lives: Not offered 1,000-5,000 lives: \$2.15 PMPM >5,000 lives: \$1.95 PMPM 15% Weight Loss Cost Cap with SGRx, DHF, or HC360 <1,000 lives: Not offered 1,000-5,000 lives: \$1.75 PMPM >5,000 lives: \$1.55 PMPM 3:1 Savings Guarantee: \$1.25 PMPM 3:1 Savings Guarantee with SGRx, DHF, or HC360: \$0.85 PMPM
EncircleRx Cardiometabolic Diabetes Enhanced controls in EncircleRx Cardiometabolic Diabetes ensures GLP-1 access to clinically necessary patients, improving clinical outcomes and lowering downstream medical and prescription costs through: + Clinical documentation of diabetes: to curb inappropriate off-label GLP-1 use + Increased GLP-1 monitoring & fraud protection through GLP-1 Anti-Fraud Protection to ensure appropriate prescribing, filling, and adherence	\$0.15 PMPM - 3:1 Savings Guarantee with Medical Data \$0.25 PMPM - 3:1 Savings Guarantee without Medical

Digital Health Solutions	
PPPM – Per participating patient per month; additional fees may apply as set forth in Clinical Addendum PPPY – Per participating patient per year; additional fees may apply as set forth in Clinical Addendum	
Hinge Health	<p>Hinge Health Full MSK Clinic™</p> <ul style="list-style-type: none"> Chronic: Milestone billing see below* Surgery: Milestone billing see below* Acute: \$250 PPPY, billed in month 1 of the program Prevention: \$0 PPPY Expert Medical Opinion: \$0 PPPY <p>*Milestone 1 (\$331): upon the Enrolled Member's Engagement in the Program Milestone 2 (\$332): if Cohort* engages in at least 4 exercise therapy or ENSO sessions on average per Enrolled Member and is at least 30 days into the Program Milestone 3 (\$332): if Cohort* engages in at least 8 exercise therapy or ENSO sessions on average per Enrolled Member and is at least 60 days into the Program</p> <p>"Cohort" shall mean all potential enrolled client members that enrolled in Hinge Health Programs during the same month (enrolled = on-boarded and completed Engagement), provided, however, that if there are 10 or fewer such enrolled client members, "Cohort" shall mean all potential enrolled client members that enrolled in Hinge Health Programs during the same month.</p>
LifeScan	OneTouch Reveal Diabetes: \$45 PPPM - 6 months minimum billing per activation
Teladoc	<p>Diabetes: \$70 PPPM; 6 months minimum billing per activation; fee includes unlimited test strips</p> <p>Diabetes Prevention and Weight Management: \$50 PPPM months 1-12; \$25 PPPM months 13+; 12 months minimum billing per activation</p> <p>Hypertension: \$39 PPPM; 6 months minimum billing per activation</p> <p>Chronic Condition Management Plus Diabetes Anchor: \$98 PPPM; 6 months minimum billing per activation; fee includes unlimited test strips.</p> <p>Chronic Condition Management Plus Hypertension Anchor: \$54 PPPM; 6 months minimum billing per activation; fee includes unlimited test strips.</p> <p>Chronic Condition Management Plus Diabetes Prevention Anchor: \$75 PPPM months 1-12; \$53 month 13+; 12 month minimum billing per activation</p> <p>Chronic Condition Management Plus Diabetes & Hypertension Anchor Bundle: Diabetes Anchor: \$95 PPPM; Hypertension Anchor: \$53 PPPM; minimum billing per anchor condition.</p> <p>Chronic Condition Management Plus Bundle (Diabetes Anchor, Hypertension Anchor, & Diabetes Prevention Anchor): \$69 PPPM; minimum billing per anchor condition.</p>
Omada	<p>Diabetes: \$70 PPPM - 6 months minimum billing per activation; fee includes unlimited BioTel Care® strips</p> <p>Diabetes Prevention: \$46 PPPM months 1-12; \$26 PPPM months 13+; 6 months minimum billing per activation</p> <p>Hypertension: \$47 PPPM - 6 months minimum billing per activation</p> <p>Diabetes + Hypertension: \$85 PPPM - 6 months minimum billing per activation</p> <ul style="list-style-type: none"> Clients purchasing Omada for Diabetes <u>and</u> Omada for Hypertension are automatically enrolled in Omada for Diabetes + Hypertension. Members who have both diabetes and hypertension receive support of both conditions at a discounted rate. <p>Musculoskeletal:</p> <ul style="list-style-type: none"> Prevention: \$0 Self-Guided Recovery: \$175 PT Consult Fee; \$0 PPPM thereafter Physical Therapist-Guided Recovery: \$175 consult fee + \$405 per participant per total episode ("episode" is defined as a specific condition to be treated) Post Care \$0
Propeller Health	Digital Pulmonary Care: \$4.50 per targeted patient per month for a minimum of 6 months

Pelago Care Pathways Services	<p>Care Pathways Services:</p> <ul style="list-style-type: none"> Support: \$470.25 per participant per year Manage: \$2,845.25 per participant per year Treat: \$3,320.25 per participant per year <p>Per session Fees for Manage or Treat Enrolled Members in need of additional Counselor or Provider sessions beyond those included, or by request for a Support Enrolled Member are charged based on the length of time with each type of clinician:</p> <ul style="list-style-type: none"> <u>30-minute Counselor Session</u>: Virtual Fee \$130; In Person Fee \$156 <u>45-minute Counselor Session</u>: Virtual Fee \$156; In Person Fee \$187.20 <u>60-minute Counselor Session</u>: Virtual Fee \$195; In Person Fee \$234 <u>30-minute Provider Session</u>: Virtual Fee \$292; In Person Fee \$350.40 <u>45-minute Provider Session</u>: Virtual Fee \$325; In Person Fee \$390 <u>60-minute Provider Session</u>: Virtual Fee \$351; In Person Fee \$421.20 <p>Optional Program Components include Nicotine Replacement Therapy (NRT). Pass through price is per participant per order, https://info.pelagohealth.com/costs/third-party. Client will only be billed for the amount of NRT that is ordered by the member (ex., If client allows 12 weeks of NRT, and member chooses 4 weeks of NRT, client will be charged for 4 weeks of NRT).</p>	
RecoveryOne	Musculoskeletal Care: \$97.50 PPPM for a minimum of 12 months	
SilverCloud	Digital Behavioral Health Care: \$150 per participant enrolled program per year	
Big Health	Digital Behavioral Health Care – for anxiety or insomnia	
	Sleepio, Digital Therapeutic for Insomnia	\$400 per enrolled participant per year
	Daylight, Digital Therapeutic for Anxiety	\$400 per enrolled participant per year
Vivante Health GIThrive	\$280 per enrolled member per quarter (PEMPQ)	

Advanced Utilization Management (AUM) Packages					
Limited Package	Delivers plan savings with minimal member impact				\$0.32 PMPM
Advantage Package	Same as Limited, adding chronic disease states and a broad specialty offering				\$0.95 PMPM
Advantage Plus Package	Same as Advantage, adding undermanaged medication classes for select chronic diseases				\$1.25 PMPM
Unlimited Option	Allows implementation of any current and/or future UM program				\$1.47 PMPM
Ala-Carte List Pricing					
		Included in AUM Package			
	Ala-Carte	Limited	Advantage	Advantage Plus	Unlimited
Prior Authorization					
Limited List	\$0.06 PMPM	X	X	X	X
Proactive List	\$0.05 PMPM	X	X	X	X
Advantage List	\$0.20 PMPM		X	X	X
Non Essential Therapy List	\$0.16 PMPM		X	X	X
Advantage Plus List	\$0.06 PMPM			X	X
Pharmacogenomics List	\$0.10 PMPM			X	X
Oncology Package	\$0.15 PMPM			X	X
Adjunctive Specialty List	\$0.05 PMPM				X
Cost Watch List	\$0.07 PMPM				X
Active Management List	\$0.03 PMPM				X
Drug Quantity Management					
Limited List	\$0.10 PMPM	X	X	X	X
Advantage List	\$0.15 PMPM		X	X	X
Advantage Plus List	\$0.03 PMPM			X	X
Step Therapy					
Limited List	\$0.20 PMPM	X	X	X	X
Advantage List	\$0.06 PMPM		X	X	X
Preferred Specialty Management	\$0.20 PMPM		X	X	X
Advantage Plus List	\$0.06 PMPM			X	X

Package Guarantees: <1,000 lives – no guarantee, 1,001 – 2,500 – 1:1 guarantee, 2,501 – 5,000 – 2:1 guarantee, >5,000 lives 4:1 guarantee. Unlimited option with all elements of the Advantage Plus Package receives Advantage Plus guarantee. Closed formulary or 100% tier 3 copay Sponsors do not qualify for guarantees

List Guarantees: Some lists offer 3:1 Guarantees for Sponsors with >10,000 lives. Prior Authorization must be implemented without grandfathering to receive guarantee.

Some programs may impact Rebates. Development and maintenance of customized rules and/or criteria may incur additional fees

EXHIBIT D

STATE OF FLORIDA REQUIREMENTS

Sponsor and ESI agree to the following terms and conditions applicable to contracts between Pharmacy Benefit Managers and Pharmacy Benefits Plans in accordance with Florida Statute, Chapter 626, Part VII, Section 626.8825 ("Section 626.8825"). Except to the extent not allowed by law, the terms of this Exhibit D shall supersede any other contractual terms to the contrary.

For purposes of this Exhibit D, "PBM" shall mean Express Scripts, Inc. and "Plan/Program" shall mean Pinellas County's employee pharmacy benefit plan.

1. As required by and in accordance with Section 626.8825(2), the Plan/Program and PBM agree as follows:
 - 1.1. PBM will comply with the provisions of Section 626.8825(2).
 - 1.2. PBM will adjudicate and Plan/Program will pay for claims using a pass-through pricing model, consistent with the prohibition in Section 626.8825(3)(c).
 - 1.3. PBM and Plan/Program acknowledge that this Agreement excludes terms that allow for the direct or indirect engagement in the practice of spread pricing unless PBM passes along the entire amount of such difference to the Plan/Program as allowable under Section 626.8825(a).
 - 1.4. PBM agrees to ensure that funds received in relation to providing services to Plan/Program are used or distributed only pursuant to the Agreement or as otherwise required by applicable law.
 - 1.5. PBM will pass one hundred percent (100%) of all prescription drug manufacturer rebates, including nonresident prescription drug manufacturer rebates, received by PBM to the Plan/Program, provided PBM is contractually delegated with the negotiation of rebates, for the sole purpose of offsetting defined cost sharing and reducing premiums of covered persons. Any excess rebate revenue, after PBM and Plan/Program have taken all actions required under this paragraph, must be used for the sole purpose of offsetting copayments and deductibles of covered persons. This Section 1.5 does not apply to Medicaid managed care plans/programs.
 - 1.6. PBM agrees that its network adequacy requirements shall meet or exceed Medicare Part D program standards for convenient access to the network pharmacies set forth in [42 C.F.R. s. 423.120\(a\)\(1\)](#) and:
 - 1.6.1. Do not limit a network to solely include affiliated pharmacies; or
 - 1.6.2. Require a provider contract for licensed pharmacies physically located on the physical site of providers that are:
 - 1.6.2.1. Within the Plan/Program's geographic service area and that have been specifically designated as essential providers by the Agency for Health Care Administration pursuant to Florida Statute Section 409.975(1)(a);
 - 1.6.2.2. Designated as cancer centers of excellence under Florida Statute Section 381.925, regardless of the Plan/Program's geographic service area;
 - 1.6.2.3. Organ transplant hospitals, regardless of the Plan/Program's geographic service area;
 - 1.6.2.4. Hospitals licensed as specialty children's hospitals as defined in Florida Statute Section 395.002; or
 - 1.6.2.5. Regional perinatal intensive care centers as defined in s. 383.16(2), regardless of the Plan/Program's geographic service area.

Such provider contracts must be solely for the administration or dispensing of covered prescription drugs, including biological products, which are administered through infusions, intravenously injected, or inhaled during a surgical procedure or are covered parenteral drugs, as part of onsite outpatient care.
 - 1.6.3. Do not require a covered person to receive a prescription drug by United States mail, common carrier, local courier, third-party company or delivery service, or pharmacy direct delivery unless

the prescription drug cannot be acquired at any retail pharmacy in PBM's network for the Plan/Program. This subparagraph does not prohibit PBM from operating mail order or delivery programs on an opt-in basis at the sole discretion of a covered person, provided that the covered person is not penalized through the imposition of any additional retail cost-sharing obligations or a lower allowed-quantity limit for choosing not to select the mail order or delivery programs;

- 1.6.4. For the in-person administration of covered prescription drugs, prohibit requiring a covered person to receive pharmacist services from an affiliated pharmacy or an affiliated health care provider; and
- 1.6.5. Prohibit offering or implementing pharmacy networks that require or provide a promotional item or an incentive, defined as anything other than a reduced cost-sharing amount or enhanced quantity limit allowed under the benefit design for a covered drug, to a covered person to use an affiliated pharmacy or an affiliated health care provider for the in-person administration of covered prescription drugs; or advertising, marketing, or promoting an affiliated pharmacy to covered persons. Subject to the foregoing, PBM may include an affiliated pharmacy in communications to covered persons regarding network pharmacies and prices, provided PBM includes information, such as links to all nonaffiliated network pharmacies, in such communications and that the information provided is accurate and of equal prominence. This subparagraph may not be construed to prohibit PBM from entering into an agreement with an affiliated pharmacy to provide pharmacist services to covered persons.
- 1.7. PBM will not condition participation in one pharmacy network on participation in any other pharmacy network or penalize a pharmacy for exercising its prerogative not to participate in a specific pharmacy network.
- 1.8. PBM will not institute a network that requires a pharmacy to meet accreditation standards inconsistent with or more stringent than applicable federal and state requirements for licensure and operation as a pharmacy in the State of Florida. However, PBM may specify additional specialty networks that require enhanced standards related to the safety and competency necessary to meet the United States Food and Drug Administration's limited distribution requirements for dispensing any drug that, on a drug-by-drug basis, requires extraordinary special handling, provider coordination, or clinical care or monitoring when such extraordinary requirements cannot be met by a retail pharmacy. For purposes of this paragraph, drugs requiring extraordinary special handling are limited to drugs that are subject to a risk evaluation and mitigation strategy approved by the United States Food and Drug Administration and that:
 - 1.8.1. Require special certification of a health care provider to prescribe, receive, dispense, or administer; or
 - 1.8.2. Require special handling due to the molecular complexity or cytotoxic properties of the biologic or biosimilar product or drug.

For participation in a specialty network, PBM may not require a pharmacy to meet requirements for participation beyond those necessary to demonstrate the pharmacy's ability to dispense the drug in accordance with the United States Food and Drug Administration's approved manufacturer labeling.
- 1.9. At a minimum, upon revising its formulary of covered prescription drugs during a Plan/Program year, PBM and Plan/Program will provide a 60-day continuity-of-care period in which the covered prescription drug that is being revised from the formulary continues to be provided at the same cost for the patient for a period of 60 days. The 60-day continuity-of-care period commences upon notification to the patient. This requirement does not apply if the covered prescription drug:
 - 1.9.1. Has been approved and made available over the counter by the United States Food and Drug Administration and has entered the commercial market as such;
 - 1.9.2. Has been removed or withdrawn from the commercial market by the manufacturer; or
- 1.9.3 Is subject to an involuntary recall by state or federal authorities and is no longer available on the commercial market.

- 1.10 The Plan/Program shall annually submit to the Florida Office of Insurance Regulation, under the penalty of perjury, a statement attesting to its compliance with the requirements of Section 626.8825(2).