

SafeGuardRx Consolidated Terms & Conditions

Definitions

- “Accredo” means Accredo Health Group, Inc., a pharmacy that primarily dispenses specialty products.
- “Additional Value” means the additional financial value, including but not limited to Additional Discounts and Discontinuation Credits, which Sponsor may receive.
- “Additional Discount” is the discount on select Program Products.
- “Administrative Fee” is a fee paid by Sponsor not to exceed 2.75% of the Wholesale Acquisition Cost of the Program Products covered under each enrolled SafeGuardRx Program.
- “Discontinuation Credit” means the credit which Sponsor will receive for members who discontinue therapy as described below.
- “Exhaust Date” means the date on which the prescription days’ supply would have been exhausted if the Program Patient utilized the Program Product as prescribed.
- “Pharma Value” means an Additional Discount paid by a manufacturer to Express Scripts based on Sponsor’s eligible utilization of Program Products by eligible Program Patients in connection with the SafeGuardRx Program.
- “Program Products” means those products listed on each individual SafeGuardRx Program product list, which can be provided to Sponsor upon request. The SafeGuardRx Program product lists may be updated from time to time by Express Scripts. Only products with a labeled indication for the treatment of a disease state covered within the program (i.e. diabetes in DCV) or products with significant clinical documentation supporting their use in the treatment of that disease state may be included as a SafeGuardRx Program Product. Newly launched products with a labeled indication for the treatment of disease states within each product may be added to the SafeGuardRx Program Products list.
- “Program Patient” means any Member covered by Sponsor who fills a prescription for one or more of the SafeGuardRx Program Product(s) at any point during the applicable Program Year at a SafeGuardRx Pharmacy.
- “SafeGuardRx Pharmacy” means either Accredo, Express Scripts Mail Service Pharmacy or any in-network retail or specialty pharmacy that dispenses a SafeGuardRx Program Product.
- “Program Year” means the period from January 1 through December 31 of each year.
- “SafeGuardRx Program” means the Express Scripts’ suite of care value solutions consisting of the following:
 - Diabetes Care Value Program (“DCV”)
 - Inflammatory + Atopic Conditions Care Value Program (“IACCV”)
 - Multiple Sclerosis Care Value Program (“MSCV”)
 - Neurological Care Value Program (“NCV”)
 - Oncology Care Value Program (“OCV”)
 - Rare Conditions Care Value Program (“RCCV”)
 - Weight Management Care Value Program (“WMCV”)
 - Cardiovascular Care Value Program (“CCV”)
- “Wholesale Acquisition Cost” or “WAC” is the price a manufacturer charges a wholesaler or direct purchaser for a drug.

- Capitalized terms used but not defined herein will have the meanings given those terms in the Pharmacy Benefit Management (“PBM”) Agreement between Sponsor and Express Scripts.

General Terms

a) Enrollment & Termination

1. Sponsor’s enrollment in the SafeGuardRx Program will be effective on the enrollment date, unless otherwise communicated by Express Scripts. Sponsor’s enrollment in the SafeGuardRx Program will continue until such time as: (i) Sponsor affirmatively disenrolls from participation in individual care value solutions within the SafeGuardRx Program by sending written notice of Sponsor’s desire to disenroll to Express Scripts; (ii) until such time as either Express Scripts is no longer providing PBM services to Sponsor or; (iii) Express Scripts discontinues a care value solution within the SafeGuardRx Program. For the sake of clarity, if Sponsor and Express Scripts enter into a new PBM Agreement, Sponsor’s participation in the SafeGuardRx Program will continue until such time as Sponsor affirmatively disenrolls from participation in the SafeGuardRx Program by sending written notice to Express Scripts, irrespective of any provision of the new PBM Agreement to the contrary. Any written notice of disenrollment from the SafeGuardRx Program by Sponsor will be effective within 60 days after Express Scripts receives such notice. If Sponsor’s PBM Agreement with Express Scripts is terminated and is not renewed, Sponsor’s enrollment in the SafeGuardRx Program will cease upon the termination date of the PBM Agreement.
2. Express Scripts reserves the right to terminate or modify the SafeGuardRx Program or individual care value solutions at any time upon no less than 30 days written notice to Sponsor.
3. Sponsor may opt-out of any SafeGuardRx care value solution at any time by communicating its decision in writing to Express Scripts. Disenrollment will be effective no later than 60 days after written notice is received by Express Scripts.

b) Benefit Design Requirements

1. Sponsor may be required to adopt or implement benefit design changes to comply with SafeGuardRx Program requirements including but not limited to network and clinical rule components.
2. Sponsor’s benefit design must be set to exclusive Accredo for applicable Program Products with no courtesy fills allowed at any other pharmacy except to the extent a limited distribution product is not available at Accredo. If Sponsor’s plan design is not set-up in accordance with this requirement, Sponsor hereby directs Express Scripts to update its plan design to comply with this requirement.
3. Sponsor agrees a Program Patient may become eligible to receive greater than a 30-day supply over the course of their therapy.
4. Sponsor must be enrolled in Express Script’s National Preferred Formulary, or a clone thereof, or utilization management programs that drives preference for the applicable Program Products. If

Sponsor does not meet these requirements, Sponsor agrees to adopt the required utilization management programs. If at any time Sponsor does not meet these requirements, Sponsor is not eligible for participation in the SafeGuardRx Program and will be disenrolled as soon as reasonably practicable and will not be eligible for any Discontinuation Credit.

5. Sponsor will receive Pharma Value only when Program Products are not disadvantaged via formulary and/or utilization management in comparison to competing products within the same drug class.
6. Claims for which Sponsor overrides the applicable utilization management criteria will be excluded from all components of the SafeGuardRx Program.

c) Fees & Payment

1. As consideration for the administrative services rendered under the SafeGuardRx Program, Express Scripts is entitled to an Administrative Fee. For convenience and ease of administration, Express Scripts may retain the Administrative Fee out of the Pharma Value.
2. All Pharma Value, after subtraction of the Administrative Fee and the fair market value of any patient engagement program (i.e. Omada for Prevention), will be distributed to Sponsor as part of the SafeGuardRx Program. For the avoidance of doubt, in no event will the payments made to Sponsor under the SafeGuardRx Program exceed the SafeGuardRx Program Pharma Value (plus any applicable Additional Value).
3. In the event the amount of the Administrative Fee exceeds the total amount of Pharma Value received by Express Scripts, Sponsor will not be invoiced for the difference in amounts.
4. Sponsor may be eligible for Additional Value on preferred utilization in the applicable program as specified below.
 - IACCV: Discontinuation Credit and Additional Discount
 - MSCV: Discontinuation Credit
 - NCV: Discontinuation Credit and Additional Discount
 - OCV: Discontinuation Credit and Additional Discount
 - DCV: Discontinuation Credit and Additional Discount
 - RCCV: Additional Discount and Cost Cap
 - WMCV: Discontinuation Credit
 - CCV: Cost Cap, Discontinuation Credit, and Additional Discount
5. Sponsor will only be eligible for the Discontinuation Credit one payment per lifetime per unique Program Patient, per applicable Program Product on the Hierarchical Ingredient Code List (HICL). For the avoidance of doubt, a Discontinuation Credit will not be paid as a result of an applicable Program Product supply issues.
6. The Discontinuation Credit will only be available for new SafeGuardRx Program Patients (those starting a preferred medication after the date Sponsor enrolls in the SafeGuardRx program) up to

a maximum of 20% of Sponsor's SafeGuardRx Program Patients who are taking applicable SafeGuardRx Program Products in any one calendar year.

7. Any Discontinuation Credit guarantees, Pharma Value guarantees or other clinical guarantees set forth in the Clinical Addendum are subject to modification upon 30 days' notice to Sponsor. Any modification of existing guarantees will apply 30 days after notification.
8. Payments under the SafeGuardRx Program will be made to the Sponsor annually. Express Scripts will make reasonable efforts to provide payment by March 31 of the following year to all clients that are in Express Scripts active status. No reimbursement will be made to any Member.
9. Unless otherwise noted, Sponsor will be charged for Program Products at rates set forth in the PBM Agreement.

d) Compliance with Law

1. Medicare, Medicaid, and other government health care program claims will be excluded from the SafeGuardRx Program.
2. Sponsor understands that it is responsible for ensuring that the enrolled care value solutions comply with applicable laws in its jurisdiction and that plan documents are updated as necessary to be consistent with the terms of the SafeGuardRx Program.
3. ESI reserves the right to apply Option 3 Terms and Conditions for clients that are impacted by legislation requiring the removal of Exclusive Accredo. Unless Sponsor provides notice of disenrollment to ESI, Option 3 Terms and Conditions shall apply upon 30 days notice to Sponsor.
4. Express Scripts has structured the terms of the SafeGuardRx 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)). Express Scripts will treat any reimbursement made to Sponsor hereunder as retrospective discounts on the price of the product paid by Sponsor. Express Scripts will fully and accurately report such discounts on the payment information submitted to Sponsor. Express Scripts 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, Express Scripts will refrain from taking any action that would impede or frustrate Sponsor in any such disclosure requirements. If required by law, Sponsor may be required to provide information on the discount to the Secretary of Health and Human Services, or any state or other governmental agency, upon request. Express Scripts will comply with all applicable reporting and disclosure obligations.

e) Other Terms

1. Sponsor agrees that Express Scripts may contact Sponsor's Members (including via electronic means) to discuss the SafeGuardRx Program

- Sponsor agrees that Express Scripts may share Sponsor's Member contact information (including electronic addresses) with SafeGuardRx Program vendor(s), allowing SafeGuardRx Program vendors to contact Sponsor's Members, to enroll in SafeGuardRx Programs and otherwise regarding the SafeGuardRx Program's services.
2. The list of Program Products will be provided to Sponsor upon request. The list of Program Products may be updated by ESI from time to time upon notice to Sponsor.
 3. As defined by these terms the SafeguardRx Program is auditable through our standard PBM audit protocols.
 4. Sponsor agrees that nothing in the SafeGuardRx Program is designed or intended to vest Express Scripts with discretionary authority over the control of Sponsor's plan assets or otherwise vest Express Scripts with fiduciary status with respect to Sponsor's plan(s). By declining to opt-out of the SafeGuardRx Program, Sponsor hereby directs ESI to implement the SafeGuardRx Program upon the terms and conditions contained herein.
 5. Sponsors may choose to enroll in one or more of the following solutions below. The specific terms and conditions for each SafeGuardRx Program below will apply to the extent Sponsor is enrolled in such SafeGuardRx Program.
 - ✓ Inflammatory and Atopic Conditions Care Value
 - ✓ Multiple Sclerosis Care Value
 - ✓ Neurological Care Value
 - ✓ Oncology Care Value
 - ✓ Diabetes Care Value
 - ✓ Rare Conditions Care Value
 - ✓ Weight Management Care Value
 - ✓ Cardiovascular Care Value

Inflammatory + Atopic Conditions Care Value (IACCV) Program – Terms & Conditions

- "Preferred Inflammatory/Atopic Products" means those inflammatory/atopic products listed on the IACCV Program Product list, identified as being eligible for Additional Value. A list of Preferred Inflammatory/Atopic Products will be provided to Sponsor upon request. The list of Preferred Inflammatory/Atopic Products may be updated from time to time by Express Scripts. Only select Preferred Inflammatory/Atopic Products are eligible for a Discontinuation Credit.

- Sponsor will be eligible for Additional Discounts on select Preferred Inflammatory/Atopic Products dispensed at Accredo.

- To be eligible for the IACCV Discontinuation Credit, the IACCV Patient must have been continuously eligible in the prior 270 days and remained covered by Sponsor for the duration of the credit period (i.e., must remain benefit eligible) and Sponsor must be able to provide 270 days of claims data evidencing that the patient has not previously filled a Preferred Inflammatory/Atopic Product. Only IACCV Program

Patients who have not previously filled a Preferred Inflammatory/Atopic Product within the previous 270 days, and who discontinue therapy (as defined below) will be eligible for the Discontinuation Credit.

- For the purposes of this program, except as set forth in the General Terms above, Sponsor will be eligible for the Discontinuation Credit if an IACCV Program Patient discontinues therapy. The IACCV Program Patient will be considered to have discontinued therapy in any of the following scenarios: IACCV Program Patient receives one 90-day supply and does not refill their prescription before a 45-day gap after the Exhaust Date, IACCV Program Patient receives a 28 or 30 day's supply and does not refill their prescription before a 45-day gap after the prescription Exhaust Date, IACCV Program Patient receives one or more prescriptions with a combined days' supply of between 31 and 60 days and does not refill their prescription again before a 45-day gap after the Exhaust Date of the prescription(s), IACCV Program Patient receives one or more prescriptions with a combined days' supply of between 61 and 90 days and does not refill their prescription again before a 45-day gap after the Exhaust Date of the prescription(s).
- Calculation of days' supply will be based on Express Scripts and Accredo pharmacy records. To identify IACCV Program Patients who are eligible for the Discontinuation Credit under the IACCV Program, Express Scripts will use a combination of pharmacy data, claims adjudication data, PA approval/appeal data, other PBM data and, if necessary, manual review of patient records.

Multiple Sclerosis Care Value (MSCV) Program – Terms & Conditions

- “Preferred Multiple Sclerosis Products” means those Multiple Sclerosis products listed on the MSCV Program Product list, identified as being eligible for the Discontinuation Credit. A list of Preferred Multiple Sclerosis Products will be provided to Sponsor upon request. The list of Preferred Multiple Sclerosis Products may be updated from time to time by Express Scripts. Only select Preferred Multiple Sclerosis Products are eligible for a Discontinuation Credit.
- To be eligible, the MSCV Program Patient must have been continuously eligible in the prior 270 days and remained covered by Sponsor for the duration of the credit period (i.e., must remain benefit eligible) and Sponsor must be able to provide 270 days of claims data evidencing that the patient has not previously filled a select Preferred Multiple Sclerosis Product.
- For the purposes of this program, except as set forth in the General Terms above, Sponsor will be eligible for the Discontinuation Credit if an MSCV Program Patient discontinues therapy. The MSCV Program Patient will be considered to have discontinued therapy in any of the following scenarios: MSCV Program Patient receives one 90-day supply and does not refill their prescription before a 45-day gap after the Exhaust Date, MSCV Program Patient receives a 28-or 30-day supply and does not refill their prescription before a 45-day gap after the prescription Exhaust Date, MSCV Program Patient receives one or more prescriptions with a combined days' supply of between 31 and 60 days and does not refill their prescription again before a 45-day gap after the Exhaust Date of the prescription(s), MSCV Program Patient receives one or more prescriptions with a combined days' supply of between 61 and 90 days and does not refill their prescription again before a 45-day gap after the Exhaust Date of the prescription(s).
- Calculation of days' supply will be based on PBM and Accredo pharmacy records. To identify MSCV Program Patients who are eligible for the Discontinuation Credit under the MSCV SafeguardRx Program, Express Scripts will use a combination of pharmacy data, claims adjudication data, PA approval/appeal data, other PBM data and, if necessary, manual review of patient records.

- The above discontinuation criteria and credit do not apply to Mavenclad due to its unique dosing schedule. Sponsor will be eligible for Discontinuation Credit if an MSCV Program Patient discontinues Mavenclad in the following scenarios:
- MSCV Program Patients receives a 28 or 30 days' supply and does not refill their prescription before a 45 day gap after the prescription Exhaust Date
- The Discontinuation Credit for Mavenclad will be for MSCV Program Patients that discontinue therapy after receiving a 28 or 30 days' supply.
- Sponsor will be eligible for maximum Discontinuation Credit per MSCV Program Patient if patient discontinues therapy between their first and second cycle of their first course of Mavenclad therapy.

Neurological Care Value (NCV) Program – Terms & Conditions

- “Preferred Preventative Neurological Products” means those preventative products that are eligible for Additional Value to Sponsor and/or Member. The list of Preferred Preventative Products may be updated from time to time by Express Scripts.
- “Preferred Acute Neurological Products” means those select acute products that are eligible for Additional Value to Sponsor and/or Member. The list of Preferred Acute Neurological Products may be updated from time to time by Express Scripts. “Preferred Preventative Neurological Products” and “Preferred Acute Neurological Products” are referred to herein collectively as “Preferred Neurological Products.”
- If Sponsor participates in the program, Sponsor will be eligible for Additional Value which will be paid out on an annual basis for all select Preferred Neurological Products dispensed to Members. The list of Preferred Neurological Products will be provided to Sponsor upon request.
- A Discontinuation Credit for members who discontinue select Preferred Neurological Products therapy early may apply. To be eligible for the NCV Discontinuation Credit, the member must have been continuously covered by Sponsor’s pharmacy benefit plan under Express Scripts in the prior 130 days leading to the first fill and remained covered by Sponsor for the duration of the credit period (i.e., must remain benefit eligible) and Sponsor must be able to provide 270 days of claims data evidencing that the patient has not previously filled a Preferred Neurological Product.

Oncology Care Value (OCV) Program – Terms & Conditions

- “Preferred Oncology Products” means those oncology products listed on the OCV Program Product list, identified as being eligible for Additional Value. A list of Preferred Oncology Products will be provided to Sponsor upon request. The list of Preferred Oncology Products may be updated from time to time by Express Scripts.
- Sponsors must accept applicable drug preference requirements at the indication level and formulary status updates to qualify for applicable discounts at Accredo.
- Sponsors must accept automatic updates and/or enhancements to the program to continue to qualify for applicable discounts at Accredo.
- Express Scripts must manage Sponsor’s prior authorization (“PA”) process.
- Claims for which Sponsor overrides the applicable PA criteria will not be eligible for, or included in, any portion of the program.

- If Sponsor participates in the program, Sponsor will be eligible for Additional Discounts, which will be paid out on an annual basis for all select oncology products dispensed at Accredo. The list of products will be provided to Sponsor upon request.
- A Discontinuation Credit for members who discontinue select Preferred Oncology Products therapy may apply. To be eligible, the OCV Program Patient must have been continuously eligible in the prior 270 days and remained covered by Sponsor for the duration of the credit period (i.e., must remain benefit eligible) and Sponsor must be able to provide 270 days of claims data evidencing that the patient has not previously filled a Preferred Oncology Product.

Diabetes Care Value (DCV) Program – Terms & Conditions

- “Preferred DCV Products” means those products listed on the DCV Program Product list, identified as being eligible for Additional Value. A list of Preferred DCV Products will be provided to Sponsor upon request. The list of Preferred DCV Products may be updated from time to time by Express Scripts. Only select Preferred DCV Products are eligible for Additional Value.
- As part of DCV, Express Scripts will administer DCV and provide Sponsor with available clinical programs, including but not limited to, patient engagement tools. Program Patient enrollment in DCV shall be for a minimum of six (6) months in duration.
- Sponsor will be eligible for Additional Discounts on select Preferred DCV Products which will be paid out on an annual basis.
- Sponsor must offer personalize patient engagement tools to be eligible to receive Additional Discounts and Discontinuation Credits.
 - Sponsor may enroll in the Omada for Prevention Program. By enrolling, Sponsor accepts and agrees to the additional Omada Prevention terms and conditions, as may be modified from time to time, found here: [\[Omada for Prevention Terms & Conditions\]](#). The value for member services associated with the Omada for Prevention Program, up to the fair market, is captured in the SafeguardRx Program Fee Schedule and available upon request. The cost of such member services may be deducted from the Pharma Value to cover these member services.
- In the event of contradiction of terms and conditions between the DCV and Omada for Prevention Program, DCV terms and conditions will prevail.
- Except as set forth in the General Terms above A Discontinuation Credit for up to 90-days supply of select Preferred DCV Products may apply for Members who discontinue select Preferred DCV Products early. To be eligible for the Discontinuation Credit, the Member must have been continuously covered by Sponsor’s pharmacy benefit plan under Express Scripts in the prior 130 days leading to the first fill of a Preferred DCV Product and remained covered by Sponsor for the duration of the credit period (i.e., must remain benefit eligible) and Sponsor must be able to provide 270 days of claims data evidencing that the patient has not previously filled a Preferred DCV Product. An “early discontinuation” occurs when a Member fills a prescription of a Preferred DCV Product but, during the 90 day period following the Member’s initial fill, does not continue therapy within 45 days after the Exhaust Date of the last dispensed prescription.

Pulmonary Care Value (PCV) Program – Terms & Conditions

The Pulmonary Care Value program will be sunset, effective December 31, 2025.

Rare Conditions Care Value (RCCV) Program – Terms & Conditions

- “Preferred Rare Conditions Products” means those rare conditions products that are eligible for Additional Value to Sponsor and/or Member. The list of Preferred Rare Conditions Products may be updated from time to time by Express Scripts. Preferred Rare Conditions Products do not typically include drugs or products to which Accredo does not have access.
- If Sponsor participates in the program, Sponsor will be eligible for Additional Value which will be paid out on an annual basis for all select Preferred Rare Conditions Products. The list of Preferred Rare Conditions Products will be provided to Sponsor upon request.
- For select medications, a client may be eligible for capping the cost of treatment for Program Patients on the therapy during the calendar year.
- Only utilization while Sponsor is enrolled in the Rare Conditions Care Value Program will count towards the cost cap. Only utilization while the Program Patient is covered by Sponsor will apply.

Weight Management Care Value (WMCV) Program – Terms and Conditions

- “Preferred Weight Management Products” means those weight management products that are eligible for WMCV Pharma Value. The list of Weight Management Preferred Products is available to Sponsor upon request and may be updated from time to time by Express Scripts.
- In order to be eligible to receive WMCV Pharma Value, Sponsor must offer Sponsor’s Members the opportunity to participate in a weight loss prevention program that provides resources to support prevention and adherence.
- The WMCV SafeguardRx Program must be included in Sponsor’s benefit design. Sponsor is solely responsible for determining whether the WMCV SafeguardRx Program complies with all applicable benefit designs, associated documents, and Member cost-sharing obligations. Sponsor is solely responsible for all benefit design decisions.
- Except as set forth in the General Terms above, a Discontinuation Credit for up to 90 days’ supply of Preferred Weight Management Products may apply for Members who discontinue select Preferred Weight Management Products early. To be eligible for the WMCV Discontinuation Credit, the Member must have been continuously covered by Sponsor’s pharmacy benefit plan under Express Scripts in the prior 130 days leading to the first fill of a Preferred Weight Management Product and remained covered by Sponsor for the duration of the credit period (i.e., must remain benefit eligible) and Sponsor must be able to provide 270 days of claims data evidencing that the patient has not previously filled a Preferred Weight Management Product. An “early discontinuation” occurs when a Member fills a prescription of a Preferred Weight Management Product but, during the 90 day period following the Member’s initial fill, does not continue therapy within 45 days after the Exhaust Date of the last dispensed prescription.
- Sponsor may enroll in the Omada for Prevention Program. By enrolling, Sponsor accepts and agrees to the additional Omada Prevention terms and conditions, as may be modified from time to time, found

here: [\[Omada for Prevention Terms & Conditions\]](#). The value for member services associated with the Omada for Prevention Program, up to the fair market value, is captured in the SafeguardRx Program Fee Schedule and available upon request. The cost of such member services, up to fair market value, may be deducted from the Pharma Value to cover the cost for these member services.

Hepatitis Cure Value (HCV) Program – Terms & Conditions

The Hepatitis Cure Value program sunset, effective December 31, 2024.

HIV Care Value (HIVCV) Program – Terms & Conditions

The HIV Care Value program will be sunset, effective December 31, 2025.

Cardiovascular Care Value (CCV) Program – Terms & Conditions

- “Preferred CCV Products” means those products listed on the CCV Program Product list, identified as being eligible for Additional Value. A list of Preferred CCV Products will be provided to Sponsor upon request. The list of Preferred CCV Products may be updated from time to time by Express Scripts. Only Preferred CCV Products are eligible for Additional Value.
- Sponsor is eligible for an Additional Discount on select non-PCSK9 Preferred CCV Products.
- Sponsor is eligible for a per member per year cost cap reimbursement on select PCSK9 Preferred CCV Products (“PMPY Cap”).
- ESI may adjust the PMPY Cap if there are significant changes to the FDA approved labels for Preferred CCV Products as part of the Cardiovascular Care Value program or if outcomes trials are released that materially change prescriber behavior. ESI may also adjust the cap if the number of Sponsor’s members enrolled in the program drops below 1,000.
- ESI will provide Sponsor with a credit, dollar for dollar, to the extent that Sponsor’s actual Preferred CCV Product spend as part of the Cardiovascular Care Value Program (net of rebates and discounts) exceeds the PMPY Cap. ESI will determine if the PMPY Cap is exceeded by comparing the cap to the result of the following equation: Sponsor’s actual plan cost billed for Preferred CCV Products for the calendar year, less any taxes, dispensing fees, rebates or discounts paid (if applicable) divided by the average CCV SafeguardRx Program enrollment in Sponsor’s plans during the calendar year.
- The PMPY Cap is only applicable to select Preferred CCV Product claims as part of the Cardiovascular Care Value program and does not include the cost of any other therapies used by the member, including statin therapy.
- The total value to be paid to Sponsor under PMPY Cap will not exceed 70% of AWP of the PCSK9 products dispensed to Sponsor’s Program Patients.

- Except as set forth in the General Terms above, a Discontinuation Credit for up to 90-days' supply on select Preferred CCV Products may apply for Members who discontinue select Preferred CCV Products early. To be eligible for the Discontinuation Credit, the Member must have been continuously covered by Sponsor's pharmacy benefit plan under Express Scripts in the prior 130 days leading to the first fill of a Preferred CCV Product and remained covered by Sponsor for the duration of the credit period (i.e., must remain benefit eligible) and Sponsor must be able to provide 270 days of claims data evidencing that the patient has not previously filled a Preferred CCV Product. An "early discontinuation" occurs when a Member fills a prescription of a Preferred CCV Product, but, during the 90 day period following the Member's initial fill, does not continue therapy within 45 days after the Exhaust Date of the last dispensed prescription.