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10

11 AIDS HEALTHCARE FOUNDATION,
a California non-profit public-benefit
12 corporation,

13 Claimant,

14 v.

15 PRIME THERAPEUTICS LLC, a
Delaware limited-liability company,
16

17 Respondent.

Case No. 01-22-0000-2756

SECOND RESTATED COMPLAINT

1 **PARTIES**

2 1. Complainant AIDS Healthcare Foundation (“AHF”) is a California non-
3 profit public-benefit corporation incorporated in 1987 and headquartered in Los
4 Angeles, California. AHF provides cutting-edge medical care, including specialty
5 pharmacy services, to people affected by Human Immunodeficiency Virus (“HIV”) or
6 living with Acquired Immune Deficiency Syndrome (“AIDS”), regardless of ability to
7 pay. AHF provides this care to approximately 1.7 million people throughout
8 California, across the United States, and around the world. AHF is the largest private-
9 sector provider of HIV/AIDS health care to patients in both the United States and the
10 world.

11 2. As part of providing this care, AHF owns and operates a total of 63 retail,
12 accredited, specialty pharmacies in 14 U.S. states (California, Florida, Georgia,
13 Illinois, Louisiana, Maryland, Mississippi, Nevada, New York, Ohio, Pennsylvania,
14 South Carolina, Texas, and Washington) and 2 U.S. territories (the District of
15 Columbia and Puerto Rico). Most AHF patients have limited economic means and
16 receive free medical care from AHF. Many other AHF patients have commercial
17 health-insurance plans with prescription-drug benefits or are enrolled in Medicare Part
18 D, the government prescription-drug program (“Part D”). AHF is a safety-net
19 healthcare provider for often disenfranchised, marginalized people.

20 3. AHF is informed and believes and, based thereon, alleges as follows:
21 Respondent Prime Therapeutics LLC (“Prime”) is a Delaware limited-liability
22 company formed in 1998 and headquartered in Eagan, Minnesota. Prime is a
23 pharmacy-benefit manager (“PBM”).¹ Prime is jointly owned by 19 Blue Cross and/or
24

25 ¹ “Pharmacy benefit managers (PBMs) are a little-known but important part of
26 the process by which many Americans get their prescription drugs. Generally
27 speaking, PBMs serve as intermediaries between prescription-drug plans and the
28 pharmacies that beneficiaries use. When a beneficiary of a prescription-drug plan goes
to a pharmacy to fill a prescription, the pharmacy checks with a PBM to determine that
person’s coverage and copayment information. After the beneficiary leaves with his or
her prescription, the PBM reimburses the pharmacy for the prescription, less the
amount of the beneficiary’s copayment. The prescription-drug plan, in turn,

1 Blue Shield health-insurance plans, or their subsidiaries or affiliates. Through
2 relationships with those entities, as well as with employers and government programs,
3 Prime manages pharmacy benefits for approximately 35 million people across the
4 country, including in California, and interacts with numerous U.S. pharmacies,
5 including California pharmacies. (See, e.g., Prime, *Prime Therapeutics Provider*
6 *Manual for Pharmacy Providers* (2023) at 6 (“Notice to California Pharmacies,”
7 available at [https://www.primetherapeutics.com/wp-](https://www.primetherapeutics.com/wp-content/uploads/2022/10/document-primeprovidermanual-Jan-2023.pdf)
8 [content/uploads/2022/10/document-primeprovidermanual-Jan-2023.pdf](https://www.primetherapeutics.com/wp-content/uploads/2022/10/document-primeprovidermanual-Jan-2023.pdf) [last visited
9 Jan. 13, 2023]; print-out of certain pages attached hereto as Exhibit 1.)

10 STATEMENT OF FACTS²

11 HIV/AIDS AND AHF

12 4. Once considered a death sentence, HIV/AIDS can now be treated with
13 specialty pharmaceuticals in combination with other medical care and support services,
14 so that the virus in a person is suppressed to barely detectible levels. However, a
15 patient living with HIV/AIDS must take the medications and receive the other care
16 according to a strictly observed regimen for the patient’s entire life.

17 5. Over decades of treating patients with HIV/AIDS, AHF has developed a
18 uniquely successful model of integrated, coordinated care for such patients. The model
19 focuses on intensive, highly structured, and rigidly scheduled drug regimens, including
20 specialty anti-retroviral (“ARV”) drugs, and personal interactions between patients and
21 various AHF expert service providers, including physicians, case managers, social
22 workers, and, of course, pharmacists, to ensure that patients receive all the information,
23 medications, and support necessary to live full lives. AHF’s treatment stops not only

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25 reimburses the PBM.” *Rutledge v. Pharm. Care Mgmt. Ass’n*, 141 S. Ct. 474, 478
(2020).²

26 On June 18, 2021, AHF first filed against Prime a lawsuit, styled *AIDS*
27 *Healthcare Foundation v. Prime Therapeutics LLC*, U.S. District Court, Central
28 District of California, Case No. 2:22-cv-04979. That lawsuit’s complaint addresses the
bulk of the facts alleged here. That lawsuit is ongoing but stayed. Prime successfully
moved the district court to order the dispute to arbitration. The present arbitration is a
direct outcome of that order.

1 sickness but also transmission of the HIV virus. People who are virally suppressed are
2 rendered virtually noninfectious; the body has so little of the virus, it is extremely
3 difficult to transmit.

4 6. AHF’s integrated-care model for people living with HIV/AIDS saves lives
5 that would otherwise be lost. AHF’s treatment model results in 84 percent of patients
6 achieving viral suppression, compared to the national average of 62 percent of people
7 with HIV/AIDS achieving viral suppression.

8 THE CONTRACTUAL RELATIONSHIP BETWEEN PRIME AND AHF

9 7. Presently, Prime and AHF have a 16-page contract titled “Prime
10 Therapeutics LLC Pharmacy Participation Agreement (Chain)” (the “Prime-AHF
11 Contract”). It has an express effective date of November 15, 2018. The contract is a
12 form contract prepared by Prime for which Prime expressly claims a 2016 copyright.
13 Prime and AHF did not negotiate the terms or conditions of the Prime-AHF Contract.
14 It was presented to AHF on a take-it-or-leave-it basis, reflecting Prime’s bargaining
15 power over AHF. AHF had to accept the arrangement, or else AHF would lose access
16 to potentially millions of patients whose PBM is Prime. AHF has become aware that
17 Prime considers the Prime-AHF Contract confidential, because Prime filed a copy
18 under seal in federal court in 2021.

19 8. In brief, the Prime-AHF Contract sets forth the terms and conditions by
20 which (A) AHF participates in at least one Prime-organized network of pharmacies
21 that fill drug prescriptions and/or provide related health or medical care to patients
22 whose PBM is Prime; and (B) Prime processes reimbursements to AHF for providing
23 those prescriptions drugs and related services. The Prime-AHF Contract defines the
24 term “Average Wholesale Price” (or “AWP”), a component of the amount of
25 reimbursement offered to AHF, as being based on information “as established in
26 Prime’s price file for that date of service[....]” (*Id.*, ¶ 1.1.) The term “Maximum
27 Allowable Cost” or (“MAC”), another component of the amount of reimbursement, is
28 defined as being “established and solely determined by Prime[....]” (*Id.*, ¶ 1.12.) The

1 term “Pricing Source” is defined as being on information “as Prime may solely
2 designate[....]” (*Id.*, ¶ 1.26.) The term “Wholesale Acquisition Cost” or (“WAC”),
3 another component of the amount of reimbursement, is defined as being based on
4 information “as established in Prime’s price file for that date of service[....]” (*Id.*, ¶
5 1.30.) The Prime-AHF Contract further states that “Pharmacy [AHF] will cooperate
6 and participate with Prime, and if applicable [the Center for Medicare and Medicaid
7 Services], in procedures for utilization review and generic substitution and in other
8 programs established by Prime, Benefit Sponsors or CMS that are directed at
9 utilization management, quality assurance credentialing process, audit systems or peer
10 review.” (*Id.*, ¶ 2.14) The Prime-AHF Contract states further that, “[i]f after the
11 Effective Date the Pricing Source ceases to publish AWP for the Prescription Drug
12 Services covered by this Agreement, the AWP pricing under this Agreement shall
13 immediately and automatically be converted to an alternative pricing benchmark
14 determined by Prime.” (*Id.*, ¶ 3.1.5.) The Prime-AHF Contract states further that
15 “Prime reviews and performs any necessary adjustments to MAC pricing[....]” (*Id.*, ¶
16 3.3.1.) The Prime-AHF Contract expressly obligates Prime and AHF to “take all
17 commercially reasonable steps to provide maximum protection to the other parties’
18 trade secrets and other confidential business information.” (*Id.*, ¶ 5.7.2.) The Prime-
19 AHF Contract states further “that Prime may assign all or any of its rights or
20 responsibilities under this Agreement (an ‘Assignment’) to any entity controlling,
21 controlled by, or under common control with Prime (a ‘Related Entity’), or to any
22 entity which owns or controls more than 25% of Prime (‘Assignee.’)” (*Id.*, ¶ 9.7.) The
23 Prime-AHF Contract refers to and has as attachments [A] two documents called “Fee
24 Schedules,” setting forth terms and conditions for payments to AHF for filling
25 prescriptions of and/or for providing related health care to patients whose PBM is
26 Prime, as well as [B] numerous other documents with titles starting with “Exhibit B” –
27 and setting forth additional terms and conditions applicable within Prime-organized
28 pharmacy networks in which AHF participates.

1 9. The Prime-AHF Contract contains an unconscionable and unenforceable
2 provision purporting to limit Prime’s liability to AHF “under this Agreement for any
3 special, incidental, indirect, exemplary, punitive, or consequential damages, whether
4 based on breach of contract, warranty, tort (including negligence), lost profits or
5 savings, injury to reputation, loss of customers or business, product liability, or
6 otherwise[....]” (*Id.*, ¶ 7.4.)

7 10. Prime processes numerous AHF claims or requests for reimbursements for
8 filling prescriptions of and/or for providing health care to patients whose PBM is
9 Prime. From April 2020 to October 2022, Prime processed approximately 400,000
10 prescription-reimbursement requests from AHF. For that work, AHF accrued
11 approximately \$400 million in accounts receivable from Prime, during that same time
12 period. AHF served Prime patients in Florida, Texas, Washington, Illinois, California,
13 Georgia, New York, Louisiana, Mississippi, Nevada, Ohio, the District of Columbia,
14 South Carolina, Maryland, Pennsylvania, and Puerto Rico.

15 THE “COLLABORATION” BETWEEN PRIME AND EXPRESS SCRIPTS

16 11. AHF is informed and believes, based on the February 23, 2023, U.S.
17 Securities and Exchange Commission (“SEC”) 10-K report of The Cigna Group
18 (“Cigna”), that Cigna is a Delaware corporation with publicly traded stock, and that
19 Cigna has a subsidiary, Express Scripts Holding Company (“Express Scripts”), which
20 includes Express Scripts, Inc. (“ESI”), and Express Scripts PBM, a PBM. (*Id.* at 3, 5,
21 7, 92, 140, 142-47.)³ In Cigna’s 10-K report from two year earlier, February 25, 2021
22 (at 8), and in Cigna’s 10-K report from three years earlier, February 27, 2020 (at 7),
23 and in Cigna’s 10-K report from four years earlier, February 28, 2019 (at 1), Cigna had
24 expressly listed Prime as a competitor PBM of Express Scripts. While Cigna

25
26 ³ Both Cigna and Prime seem to use the term “Express Scripts” to refer
27 sometimes to Express Scripts Holding Company; other times to Express Scripts, Inc.;
28 still other times to Express Scripts PBM; and still other times to more than one of those
entities. Both Cigna and Prime seem to make similar varied use of the term “ESI.” In
the present document, AHF does its best to distinguish one from another these three
entities with similar names or abbreviations.

1 conspicuously did not repeat that disclosure in the last two Cigna 10-K reports, Prime
2 and Express Scripts are, indeed, directly competing PBMs.⁴

3 12. On or around December 19, 2019, Prime issued a press release
4 announcing “a new three-year collaboration” with ESI, “designed to deliver more
5 affordable care for clients and their members by enhancing pharmacy networks and
6 pharmaceutical manufacturer value.” (Prime, *Express Scripts and Prime Therapeutics*
7 *Collaborate to Deliver More Affordable Care to More Than 100 Million Americans*
8 (Dec. 19, 2019); Exh. 2.)

9 13. On or around January 2, 2020, Prime sent out to AHF and, AHF is
10 informed and believes, to many other entities a mass mailing stating, in part, that
11 “Prime’s health plans will begin to transition to ESI’s commercial and Medicaid
12 pharmacy networks starting April 1, 2020. [...]Prime will continue to operate our
13 claims processing platform, as well as manage and deliver a wide range of services to
14 our clients and their members, including pharmacy network management, formulary
15 management and clinical programs.” (Exh. 3.)

16 14. In the United States, “the pharmacy industry utilizes two unique
17 identifiers to identify entities responsible for administering claims in retail pharmacy
18 transactions, the Bank Identification Number/Issue Identification Number (BIN/IIN)
19 [also sometimes referred to as just “BIN”] and the Processor Control Number (PCN).
20 These identifiers are programmed into the pharmacy’s software and identify the route
21 for processing the transaction from the pharmacy to the entity responsible for
22 administering the claim, which could be the health plan or the pharmacy benefit
23 manager. [...]The BIN/IIN is a 6-digit number [...] for use by retail pharmacies to
24 route prescription drug claims to the entity responsible for processing the transaction,
25

26 ⁴ Prime and Express Scripts have been directly competing PBMs for nearly 25
27 years. (See, e.g., Karen Padley, “Blue Cross Change Creates Company Based in St.
28 Louis,” *St. Paul Pioneer Press* (Sept. 2, 1998) (reporting on creation of Prime and
identifying Express Scripts as competing business); “Mid-Market PBMs Rely on
Differentiation for Success,” *Drug Week* (Apr. 13, 2012) (describing Prime and
Express Scripts as competitors).)

1 usually the pharmacy benefit manager. The PCN is an identifier of up to 10 characters
2 that is assigned by pharmacy benefit claim processors if there is a need to further
3 define benefits and routing. [...]The BIN/IIN and PCN identifiers are included in
4 information from pharmacy benefit managers and/or health plans that are distributed to
5 pharmacies to provide details on who will be processing the transaction, where to route
6 the transaction and what rules are expected to be applied during transaction
7 processing.” *Administrative Simplification: Adoption of a Standard for a Unique*
8 *Health Plan Identifier [Etc.]*, 77 Fed. Reg. 54664, 54677-78 (Sept. 5, 2012).) AHF
9 usually obtains BIN and PCN identifiers from health-insurance cards or paperwork
10 supplied by patients.

11 15. AHF’s pharmacies utilize BIN and PCN identifiers as indicated above, for
12 transaction processing. In addition, AHF’s pharmacies sometimes use third-level
13 identifiers, known as “Group Numbers,” associated with specific employer-provided
14 health-insurance plans. AHF usually obtains Group Numbers from patients’ health-
15 insurance cards or paperwork, too.

16 16. Prime has established codes, called “NRIDs,” that are associated with
17 particular reimbursement rates to pharmacies for providing pharmacy services. Prior
18 to April 2020, when pharmacies including AHF supplied BIN, PCN, and/or Group
19 Number identifiers to Prime, in the course of seeking reimbursement for services
20 provided to patients whose PBM was Prime, Prime used those identifiers to select
21 specific associated NRIDs. Prime reimbursement amounts were determined based – in
22 whole – on what the associated NRIDs were.

23 17. Prior to April 2020, Prime prices at which pharmacies were reimbursed
24 for various services rendered differed from, and were often and overall were higher
25 than, Express Script prices at which pharmacies were reimbursed for the same types of
26 services rendered.

27 18. In or around April 2020, Prime released a crosswalk table informing
28 pharmacies submitting requests for reimbursements in approximately 15 different

1 categories – associated with commercial, exchange, and U.S. state health-insurance
2 plans – that Prime was no longer going to have its own reimbursement rates associated
3 with NRIDs. (See Exh. 4.) Instead, Prime was going to starting associating its NRIDs
4 with certain schedules in Express Scripts contracts, which schedules contain Express
5 Scripts reimbursement rates. Although the table is labeled “confidential,” as of May
6 2021, Prime had published the table online at the company Internet site,
7 www.primetherapeutics.com, which is freely available to anyone with web access and
8 a working web browser. Prime has followed through on the notice and makes
9 pharmacies seeking reimbursements from Prime take reimbursement at Express Scripts
10 rates, not Prime rates. In other words, Prime fixed its prices to Express Scripts prices,
11 on an ongoing basis. Prime was no longer an independent decision-maker.

12 19. Since April 2020, in those 15 different categories, for providing
13 prescription refills and other health care to patients whose PBM is Prime, AHF has
14 been receiving reimbursements from Prime that are at Express Scripts rates. AHF has
15 been receiving smaller payments from Prime than AHF was receiving before, for the
16 same services rendered.

17 20. On or around November 13, 2020, Prime sent out to AHF and, AHF is
18 informed and believes, to many other entities another mass mailing stating, “ESI’s
19 Medicare network options are now available to Prime’s Benefit Sponsors, and they
20 have the choice to determine which pharmacy network(s) they will use to administer
21 benefit plans.” (Exh. 5.) The choices would be implemented “starting January 1,
22 2021. ...While ESI networks are contracted and managed by ESI, Prime will remain
23 the claims processor for our Benefit Sponsors.” The mailing included two more
24 crosswalk tables. (Exh. 6.) The first table indicated that approximately 80 Medicare
25 health-insurance plans, whose PBMs are Prime, would have NRIDs become associated
26 with certain schedules in Express Scripts contracts, which schedules, again, contain
27 Express Scripts reimbursement rates. The second table identified 13 more categories,
28 all associated with Medicare health-insurance plans, that also would have NRIDs

1 become associated with certain schedules in Express Scripts contracts and hence
2 Express Scripts reimbursement rates. Prime followed through on the notice and has
3 been making pharmacies seeking reimbursements from Prime take reimbursement at
4 Express Scripts rates, not Prime rates. In other words, Prime further fixed its prices to
5 Express Script prices, on an ongoing basis. Prime was no longer an independent
6 decision-maker.

7 21. Based on the numbers of Prime-as-PBM prescriptions that AHF filled and
8 the dollar values of Prime-to-AHF reimbursements for pharmacy and related services
9 rendered, approximately 90 percent of the above-referenced Prime Benefit Sponsors
10 with which AHF has worked since 2020 have switched from Prime Medicare network
11 options to Express Scripts Medicare network options.

12 22. Since January 2021, in those 13 categories, for providing medical care in
13 the nature of pharmacy services to patients whose PBM is Prime, AHF has been
14 receiving reimbursements from Prime that are at Express Scripts rates. AHF has been
15 receiving smaller payments from Prime than AHF was receiving before, for the same
16 services rendered.

17 23. Had AHF been reimbursed at Prime rates from January 2021 to the end of
18 the year 2022, AHF would have received an additional (approximately) \$769,000 in
19 reimbursements.

20 UNLAWFUL CLAWBACKS

21 24. As explained by Adam J. Fein, Chief Executive Officer, Drug Channels
22 Institute, “[i]n recent years, pharmacy profits have been significantly affected by the
23 use of per-prescription fees and payments that occur after prescription
24 adjudication[....] Evidence suggests that these post-adjudication amounts substantially
25 reduce a pharmacy’s prescription profits. Since these fees are paid retroactively, a
26 pharmacy may not know a prescription’s true profitability until months after
27 dispensing.” (*The 2022 Economic Report on U.S. Pharmacies and Pharmacy Benefit*
28 *Managers* (Mar. 2022) at 307-08.) “The most significant – and controversial – fees are

1 in the Medicare Part D program, Part D plans often use point-of-sale (POS) price
2 concessions that pharmacies pay to the plan sponsor. These price concessions[] are
3 collected from pharmacies after claim adjudication[....]” (*Id.* at 308.) “The net value
4 of pharmacy price concessions has grown significantly, from \$68 million in 2012 to
5 \$9.5 billion in 2020.” (*Id.* at 310.) “The only significant public disclosure of
6 pharmacy performance and DIR [direct and indirect remuneration] fees were the
7 pharmacies in Express Scripts’ Medicare Part [D] Networks during 2019. Nearly all
8 (99%) of pharmacies faced fees that ranged from 2% to 6% of a prescription’s price.”
9 (*Ibid.*)

10 25. Unlike Prime, Express Scripts has reimbursement schedules for
11 pharmacies that claw back some of the money already paid to pharmacies for filling
12 prescriptions or providing related health care. The clawbacks are supposedly designed
13 to incentivize pharmacies to deliver high-quality pharmacy services efficiently.
14 Pharmacies obviously want to avoid having to return some of their payments from
15 PBMs. But Express Scripts’s clawback (a/k/a “DIR”) program, like other ones
16 administered by other PBMs, is not really a performance-improvement program for
17 pharmacies. The performance metrics are opaque and/or are derived and applied
18 arbitrarily and capriciously. Therefore, AHF and other pharmacies do not know what
19 to do or not to do, or literally cannot do or refrain from doing what would be required,
20 to avoid clawbacks. Nonetheless by virtue of controlling access to tens of millions of
21 patients with health insurance, Express Scripts has the power to impose its clawback
22 program on pharmacies like AHF. Ultimately, Express Script’s clawback program is
23 just a way for Express Scripts to steal money from pharmacies like AHF.

24 26. It is not merely AHF’s opinion that Express Scripts’s clawback program is
25 disingenuous and exploitative. Largely because of complaints by pharmacies, several
26 U.S. states have outlawed PBM clawback programs. The U.S. Center for Medicare
27 and Medicaid Services (“CMS”) has prohibited any PBM from having a claw-back
28 program after December 31, 2023.

1 27. Because of the Prime/Express-Scripts “collaboration,” for the last two
2 years, AHF has been subject to Express Scripts clawbacks for Prime transactions.
3 Thereby, Prime has exacerbated the illegality of Express Script’s clawback program.
4 Prime’s use of the program has expanded it. Prime has imposed the program on AHF,
5 and other pharmacies, which had no good reason to suspect that such a program would
6 be imposed by Prime. Since Prime started using the Express Scripts clawback program
7 against AHF, through the end of the year 2022, Prime has illegally taken back
8 approximately \$792,00 from AHF.

9 28. Prime’s adoption of the Express Scripts clawback program has further
10 fused together price-setting at Prime and Express Scripts. The price-setting is done by
11 Express Scripts for both PBMs.

12 NO JUSTIFICATION FOR THE PRIME/EXPRESS-SCRIPTS
13 “COLLABORATION”

14 29. On September 28, 2021, *Managed Healthcare Executive* magazine
15 published an interview with Prime’s President and Chief Executive Officer, Ken
16 Paulus, about the Prime/Express-Scripts “collaboration.” Mr. Paulus stated, “The core
17 of the relationship is around a GPO, a group purchasing organization, by the name of
18 Ascent. Express Scripts had this vehicle that they use for their own purchasing in
19 pharmacy for a few years. [...]And the model is pretty straightforward, actually. We,
20 together, co-own this GPO. We’re a minority owner, the[y’re] majority owner. It is
21 based in Switzerland. [...]I think we both benefited from it. We took our lives and
22 together created a GPO in this market, that’s 100 million lives, a big chunk of the
23 United States. And then we...went out to work with pharma[ceutical manufacturers]
24 and said[] we want to work with you, let’s find a way to make healthcare more
25 affordable and advance formularies and rebates and pharmacy strategies together in
26 ways that are helpful. [...]The beauty of the relationship is that we didn’t really hand
27 over the keys. [...]W]e really didn’t change anything at Prime other than that. We still
28 process our own claims. We own the claim system. We do all of our own PAs [prior

1 authorizations], contact center, utilization management – we do everything ourselves.
2 But that piece sits off behind the scenes, and then feeds our systems. [...W]e’re
3 basically still doing all the functions of the PBM except for the procurement.” (Peter
4 Wehrwein, “PBM Leaders: A Conversation with Ken Paulus, Prime Therapeutics
5 President and CEO, Part 3,” *Managed Healthcare Executive* (Sept. 28, 2021).)⁵ Mr.
6 Paulus also stated, “One of the things we noticed was[...]we’re also the highest paying
7 retail pharmacy network pharmacy payer in the marketplace. [...]I think a lot of our
8 partners got used to Prime paying 20% more than the market, and I understand that.
9 We just couldn’t afford it anymore.” (*Id.*)

10 30. As Mr. Paulus’s statements reveal, the Prime/Express-Scripts
11 “collaboration” is focused on negotiating lower prices from pharmaceutical
12 manufacturers for medicines. It follows that horizontal price-fixing to the detriment of
13 pharmacies is not a necessary component of this “collaboration.” Moreover, it does
14 not include the combination of complementary assets or capabilities of Prime and
15 Express Scripts. The Prime/Express-Scripts “collaboration” is not facilitating the
16 offering of any new product or service. Prime and Express Scripts continue to operate
17 as separate, competing PBMs in most respects: enrollment and member services for
18 plan beneficiaries; drug formulary development; formulary and rebate negotiations
19 with manufacturers of drugs; custom network options; and value-based care strategies
20 and contracting.

21 //

22 //

23 //

24 _____
25 ⁵ On March 27, 2023, Ohio Attorney General Dave Yost sued Cigna, Express
26 Scripts, Prime, and other entities in Ohio state court for conspiring, in violation of Ohio
27 antitrust laws, through Ascent to fix the rebates that pharmaceutical manufacturers are
28 required to pay to have pharmaceuticals listed or given preferred placements on PBM
formularies. (Dave Yost, *Ohio Attorney General, Yost Sues Express Scripts, Prime
Therapeutics and 5 Others, Blaming Exorbitant Drug Prices on Their Collusion* (Mar.
27, 2023), available at [https://ohioattorneygeneral.gov/Media/News-Releases/March-
2023/Yost-Sues-Express-Scripts-Prime-Therapeutics-and-5](https://ohioattorneygeneral.gov/Media/News-Releases/March-2023/Yost-Sues-Express-Scripts-Prime-Therapeutics-and-5) [last visited Apr. 3, 2023].)

1 **CAUSES OF ACTION**

2 **FIRST CAUSE OF ACTION**

3 **FEDERAL HORIZONTAL PRICE-FIXING**

4 (15 U.S.C. §§ 1, 15, 26)

5 31. AHF incorporates by this reference, as if set forth fully herein, all the
6 preceding allegations in the preceding paragraphs.

7 32. Prime and Express Scripts, both PBMs, are direct business competitors,
8 engaged in interstate commerce.

9 33. Prime and Express Scripts knowingly and voluntarily entered into the
10 Prime/Express-Scripts “collaboration.”

11 34. Before the Prime/Express-Scripts “collaboration,” Prime and Express
12 Scripts independently set and paid different prices to pharmacies for rendering the
13 same services.

14 35. The Prime/Express-Scripts “collaboration” functions to fix, to set, to
15 lower, to raise, to maintain, and/or to stabilize the previously different prices that
16 Prime and Express Scripts set and pay to pharmacies for rendering the same services.

17 36. The Prime/Express-Scripts “collaboration” affects interstate commerce.

18 37. Horizontal price-fixing, which the Prime/Express-Scripts “collaboration”
19 perpetrates, is a per se unreasonable restraint of trade under the federal Sherman Act,
20 15 U.S.C. § 1.

21 38. The Prime/Express-Scripts “collaboration,” by horizontally fixing prices
22 for pharmacy services, including by lowering the amounts of the Prime
23 reimbursements to AHF, has financially harmed AHF in its pharmacy enterprise, as
24 well as in AHF’s ability to fulfill its mission of providing cutting-edge medical care to
25 people with HIV/AIDS, regardless of ability to pay, and thereby AHF patients also
26 have been harmed.

27 39. AHF was thereby harmed and is entitled to appropriate relief.

28 //

1 HIV/AIDS, regardless of ability to pay, and thereby AHF patients also have been
2 harmed.

3 48. AHF was thereby harmed and is entitled to appropriate relief.

4 THIRD CAUSE OF ACTION

5 MINNESOTA UNLAWFUL CLAWBACKS

6 (Minn. Statutes §§ 62W.01, 62W.13)

7 49. AHF incorporates by this reference, as if set forth fully herein, all the
8 preceding allegations in the preceding paragraphs.

9 50. In processing AHF claims or requests for reimbursements for pharmacy or
10 similar services rendered to patients whose PBM is Prime, Prime has
11 retroactively adjusted claims for reasons other than the outcome of a pharmacy audit
12 conducted in accordance with Minn. Statutes § 62W.09 or technical billing errors.

13 51. AHF was thereby harmed and is entitled to appropriate relief

14 FOURTH CAUSE OF ACTION

15 MINNESOTA BREACH OF CONTRACT

16 52. AHF incorporates by this reference, as if set forth fully herein, all the
17 preceding allegations in the preceding paragraphs.

18 53. Prime and AHF formed a contract, the Prime-AHF Contract.

19 54. AHF has performed any conditions precedent to demanding performance
20 by Prime of the Prime-AHF Contract.

21 55. Prime breached the Prime-AHF Contract.

22 56. AHF was thereby damaged and is entitled to appropriate relief.

23 FIFTH CAUSE OF ACTION

24 MINNESOTA BREACH OF THE IMPLIED COVENANT IN ALL CONTRACTS

25 57. AHF incorporates by this reference, as if set forth fully herein, all the
26 preceding allegations in the preceding paragraphs.

27 58. Prime unjustifiably hindered AHF's performance of the Prime-AHF
28 Contract.

1 4. For interest available under Minn. Statutes § 549.09 on actual
2 damages from the date that AHF first served on Prime the complaint in *AIDS*
3 *Healthcare Foundation v. Prime Therapeutics LLC*, U.S. District Court, Central
4 District of California, Case No. 2:21-cv-04979;

5 5. For an injunction against threatened or future loss or damage to
6 AHF by reason of Prime’s violations of the Minnesota antitrust laws;

7 6. For declaratory relief.

8 C. On Third Cause (for Minnesota Unlawful Clawbacks):

9 1. For actual damages;

10 2. For restitution;

11 3. For costs and disbursements of suit;

12 4. For interest available under Minn. Statutes § 549.09 on actual
13 damages from the date that AHF first served on Prime the complaint in *AIDS*
14 *Healthcare Foundation v. Prime Therapeutics LLC*, U.S. District Court, Central
15 District of California, Case No. 2:21-cv-04979;

16 5. For an injunction against threatened or future loss or damage to
17 AHF by reason of Prime’s violations of the Minnesota law prohibiting most
18 PBM clawbacks from pharmacies;

19 6. For declaratory relief.

20 D. On the Fourth Cause of Action (for Minnesota Breach of Contract)

21 1. For the actual damages that AHF has sustained by reason of
22 Prime’s breach of contract;

23 2. For lost profits;

24 3. For costs and disbursements of suit, including reasonable attorneys’
25 fees;

26 4. For interest available under Minn. Statutes § 549.09 on actual
27 damages from the date that AHF first served on Prime the complaint in *AIDS*
28

1 *Healthcare Foundation v. Prime Therapeutics LLC*, U.S. District Court, Central
2 District of California, Case No. 2:21-cv-04979;

3 5. For declaratory relief.

4 E. On the Fifth Cause of Action (for Minnesota Breach of the Implied
5 Covenant of Good Faith and Fair Dealing)

6 1. For compensatory damages;

7 2. For punitive damages of 10 times compensatory damages;

8 3. For costs and disbursements of suit, including reasonable attorneys'
9 fees;

10 4. For interest available under Minn. Statutes § 549.09 on actual
11 damages from the date that AHF first served on Prime the complaint in *AIDS*
12 *Healthcare Foundation v. Prime Therapeutics LLC*, U.S. District Court, Central
13 District of California, Case No. 2:21-cv-04979;

14 5. For declaratory relief.

15 F. On the Sixth Cause of Action (for Minnesota Unjust Enrichment)

16 1. For compensatory damages;

17 2. For restitution;

18 3. For costs and disbursements of suit, including reasonable attorneys'
19 fees;

20 4. For interest available under Minn. Statutes § 549.09 on actual
21 damages from the date that AHF first served on Prime the complaint in *AIDS*
22 *Healthcare Foundation v. Prime Therapeutics LLC*, U.S. District Court, Central
23 District of California, Case No. 2:21-cv-04979;

24 5. For declaratory relief.

25 G. On the Seventh Cause of Action (for California Unfair Competition)

26 1. For restitution;

27 2. For costs of suit;

28 3. For 10 percent annual interest on judgment;

EXHIBIT 1



PRIME THERAPEUTICS
**PROVIDER
MANUAL**
FOR PHARMACY PROVIDERS
EXHIBIT 1

SECTION 2: COMPLIANCE (CONTINUED)

- › Claims phishing to identify a drug that is covered (e.g., a Pharmacy submits a claim for one drug, receives a reject or reverses the claim, and resubmits for a new drug within a short period of time)
- › Prescription splitting to bypass point-of-sale (POS) messaging requiring a PA
- › Billing a greater vial size than what is necessary to supply the ordered dose
- › Waiving Copays — The Pharmacy does not collect the copay due from the Covered Person, when required by the Agreement
- › Misrepresenting or falsifying information to obtain a paid claim
- **Prescription drug shorting** — The Pharmacy provides less than the prescribed quantity and intentionally does not inform the Covered Person or makes arrangements to provide the balance but bills for the full amount ordered on the prescription.
- **Bait and switch pricing** — The Pharmacy leads a Covered Person to believe that a drug will cost one price, but, at POS, the Covered Person is charged a higher amount.
- **Prescription forging or altering** — Existing prescriptions are altered to increase the quantity or number of refills without the Prescribing Provider's permission.
- **Dispensing expired or adulterated prescription drugs** — The Pharmacy dispenses drugs that are expired or have not been stored or handled according to the manufacturer or FDA requirements.
- **Prescription refill errors** — The Pharmacy provides a higher number of refills than what was prescribed.
- **Illegal remuneration schemes (kickbacks)** — The Pharmacy is offered, solicits, or receives unlawful payment that results in an incentive or reward for switching Covered Persons to different drugs, influencing Prescribing Providers to prescribe different drugs or steering Covered Persons to plans.
- **TrOOP manipulation** — The Pharmacy's manipulation of true out-of-pocket (TrOOP) costs, including to either push a Covered Person through the coverage gap so the Covered Person can reach catastrophic coverage before being eligible, or to keep a Covered Person in the coverage gap so that catastrophic coverage is never realized.
- **Failure to offer negotiated prices** — The Pharmacy's failure to offer a Covered Person the negotiated price of a drug available to the Covered Person through the Benefit Plan.
- **Inappropriate application of therapeutic interchange protocols** — The Pharmacy dispensing a different covered medication than the prescribed medication without obtaining and documenting the Prescribing Provider's consent prior to dispensing or without informing the Covered Person of the substitution.

NOTICE TO CALIFORNIA PHARMACIES

This serves as notice to Pharmacies in California about rights under California Health and Safety Code.

Pharmacy Reporting

Pharmacies may report to the department through the toll-free Pharmacy line, email address or other method designated by the California Department of Managed Health Care, instances in which the Pharmacy believes a Benefit Sponsor is engaging in an unfair payment pattern (Cal. Health and Safety Code §1371.39).

Pharmacy Bill of Rights

Pharmacy has certain rights as a Pharmacy under Cal. Health and Safety Code §1371.39.

EXHIBIT 2

NewsRoom

12/20/19 Targeted News Serv. (U.S.) 00:00:00

Targeted News Service (US)
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December 20, 2019

Express Scripts and Prime Therapeutics Collaborate to Deliver
More Affordable Care to More Than 100 Million Americans

EAGAN, Minnesota, Dec. 20 -- Prime Therapeutics, a pharmacy benefit manager, issued the following news release:

Leading pharmacy services providers Express Scripts and Prime Therapeutics LLC (Prime) announced a new three-year collaboration designed to deliver more affordable care for clients and their members by enhancing pharmacy networks and pharmaceutical manufacturer value.

Prime, collectively owned by 18 Blue Cross and Blue Shield Plans, subsidiaries or affiliates, provides total drug management solutions for more than 28 million people covered by 23 health plans, plus employers and government programs including Medicare and Medicaid. Prime will continue to supply full-service pharmacy benefit management offerings for its clients and customers.

Express Scripts serves more than 3,000 clients and 75 million customer relationships. Under this collaboration, Express Scripts will provide services to Prime related to retail pharmacy network and pharmaceutical manufacturer contracts. Both companies will continue to work independently with pharmaceutical manufacturers--Express Scripts handling negotiations for drugs on the pharmacy benefit, and each company separately managing certain relationships on the medical benefit and value-based contracting. Other relationships with members, caregivers and key stakeholders will also remain independent as they work to deliver better affordability and improved pharmacy care.

"As health care costs continue to grow at an unsustainable pace, improving the value we deliver in health care is critical. This collaboration will improve outcomes while still maintaining flexibility and transparency to the clients we proudly serve," said Ken Paulus, president and CEO, Prime.

"Our agreement reinforces our position as a health services partner of choice for health plans, employers, government and other payers seeking the most value for their investments in health care," said Tim Wentworth, president, Express Scripts. "This collaboration allows both Prime and Express Scripts to leverage our capabilities to deliver more affordable health care."

Express Scripts expects this relationship will have an immaterial impact to adjusted income from operations¹ in 2020 with a more positive contribution beginning in 2021.

* * *

EXHIBIT 2

About Prime Therapeutics

Prime Therapeutics LLC (Prime) makes healthcare work better by helping people get the medicine they need to feel better and live well. Prime provides total drug management solutions for health plans, employers, and government programs including Medicare and Medicaid. The company processes claims and offers clinical services for people with complex medical conditions. Prime serves more than 28 million people. It is collectively owned by 18 Blue Cross and Blue Shield Plans, subsidiaries or affiliates of those plans.

Follow @Prime_PBM on Twitter.

About Express Scripts

Express Scripts is a health care opportunity company. Empowered by our legacy as an industry innovator, we dare to imagine -- and deliver -- a better health care system with greater choice, predictability, affordability and improved outcomes. From pharmacy and medical benefits management, to specialty pharmacy care and everything in between, we uncover opportunities to make health care better.

We stand alongside our clients and partners, collaborating to develop personalized solutions that make a meaningful difference in the lives of those we serve, whenever and wherever it's needed. We believe health care can do more. We are Champions For Better (SM). Express Scripts, a Cigna company, unlocks new value in pharmacy, medical and beyond to further total health for all. MSTRUCK-6968857 MSTRUCK

--- Index References ---

Company: BLUE CROSS AND BLUE SHIELD ASSOCIATION; EXPRESS SCRIPTS HOLDING CO; PRIME THERAPEUTICS LLC

Industry: (Drugstores (1DR73); Financial Services (1FI37); Health Insurance (1HE18); Healthcare (1HE06); Healthcare Services (1HE13); Insurance (1IN97); Managed Care (1MA75); Pharmacy (1PH23); Pharmacy Benefits Management (1PH11))

Region: (Americas (1AM92); Minnesota (1MI53); North America (1NO39); U.S. Midwest Region (1MI19); USA (1US73))

Language: EN

Other Indexing: (Ken Paulus; Prime Therapeutics; Timothy Charles Wentworth; Timothy Charles Wentworth) (EAGAN, Minnesota)

Word Count: 519

EXHIBIT 3

January 2, 2020



Provider Communication

Prime Therapeutics and Express Scripts Collaboration

Dear Valued Provider,

Prime Therapeutics LLC (Prime) continues our commitment to affordability and dedication to improved pharmacy care for our clients and their members. As part of our commitment, Prime has entered into a three-year, supply chain agreement with Express Scripts (ESI) to focus on enhancing pharmacy networks and pharmaceutical manufacturer value.

As part of this new collaboration, Prime's health plans will begin to transition to ESI's commercial and Medicaid pharmacy networks starting April 1, 2020. As part of the transition, there will be no changes to claims processing requirements, including BIN/PCNs.

Prime will continue to operate our claims processing platform, as well as manage and deliver a wide range of services to our clients and their members, including pharmacy network management, formulary management and clinical programs.

As a company, Prime is committed to evolving from a pharmacy benefit management company to a total drug management company that will allow our clients to propel in regional competitiveness. Our vision is to make health care work better by helping people get the medicine they need to feel better and live well. This step demonstrates our commitment to transforming our business into one that's focused on improving care, increasing value and leveraging pharmacy as a tool to deliver better health outcomes.

If you have any questions about this communication, please reach out to Prime at PrimeContracting@primetherapeutics.com

If pharmacies have specific questions regarding their terms and conditions, including reimbursement with ESI, please have them contact their account team or RecontractingMailbox@express-scripts.com

Sincerely,
Prime Therapeutics LLC
Pharmacy Network Management

EXHIBIT 3

EXHIBIT 4

NRID	NRID Description	Prime Exhibit Name
	Commercial, Exchange, State and Medicare Plans	
BAO	Access One Commercial	B-AO
BAOESN	Access One Commercial ESN	B-AO
BLESN	Broad Limited ESN	B-L ESN
B38	Cambia Commercial	B-38
B38ESN	Cambia Commercial ESN	B-38 ESN
B12A	Commercial ESN	B-12A
B12B	Commercial ESN (opt in)	B-12B
B12N	Commercial Narrow Retail	B-12N
B12NESN	Commercial Narrow ESN	B-12N
B11	Commercial Preferred Elite	B-11
B12L	Commercial Limited ESN	B-12L
B12P	Commercial Preferred ESN	B-12P
B16	Commercial Vaccine	B-16
DTE	Direct to Employer	DTE
BFL	FL Commercial	B-FL
BFLESN	FL Commercial ESN	B-FLESN
BEC	FL Exclusive Commercial	B-EC
BECESN	FL Exclusive Commercial ESN	B-EC
BFLM	FL Medicare	B-FLM
BFLMESN	FL Medicare ESN	B-FLM ESN
GPSPEC	GP Specialty Fee Schedule	GPSPEC
BHIV	HIV	B-HIV
BILHMO	IL HMO	B-IL HMO
ILHMO90	IL HMO 90	B-IL HMO 90
BTX1H05	Legacy TX HMO	B-TX1H05
BL	Limited	B-L
LDD	Limited Distribution	LDD
BMC	Medicare Choice Retail	B-MC
BMCESN	Medicare Choice ESN	B-MC
B10HI	Medicare Home Infusion	B-10
B7B	Medicare Hospital Pharmacy	B-7B
B9LTC	Medicare Long Term Care	B-9
BMP	Medicare Preferred (any year) Retail	B-MP
BMPESEN	Medicare Preferred (any year) ESN	B-MP
B1A	Medicare Retail	B-1A
B1B	Medicare Retail ESN	B-1B
BMS	Medicare Silver Retail	B-MS
BMSESN	Medicare Silver ESN	B-MS
B25	Mississippi Instate Commercial	B-25
B25ESN	Mississippi Instate Commercial ESN	B-25
BNCCHOICE	NC Choice Instate Commercial Retail	B-NC CHOICE
BNCCHOICEE	NC Choice Instate Commercial ESN	B-NC CHOICE
B12NC	NC Instate Commercial ESN	B-12NC

NRID	NRID Description	Prime Exhibit Name
	Commercial, Exchange, State and Medicare Plans	
B34	NC Instate Commercial	B-34
BNJCHOICE	NJ Choice Commercial Retail	B-NJ CHOICE
BNJCHOICEE	NJ Choice Commercial ESN	B-NJ CHOICE
BNJ	NJ Instate Commercial Retail	B-NJ
BNJESN	NJ Instate Commercial ESN	B-NJ
BNJM	NJ Instate Med D Retail	B-NJM
BNJMESN	NJ Instate Med D ESN	B-NJM
BNJF	NJ Fertility	B-NJF
B32	Oncology for NE	B-32
B41	RI Commercial	B-41
B41ESN	RI Commercial ESN	B-41 ESN
B41RIM	RI Medicare Retail	B-41RIM
B41RIMESN	RI Medicare ESN	B-41RIM
B2D	Select Commercial	B-2D
BSPEC	Specialty Agreement & Fee Schedule	B-SPEC
B30	Specialty Hemophilia/Bleeding Disorders	B-30
BHIVQ	HIV QUALITY	B-HIVQ
CLIENT	Client Owned Contracts	B-WY
BNMCAID	New Mexico Medicaid	B-NMCAID
BPACHIP	CBC Chip Network	B-PACHIP

NRID	Commercial and Exchange Plans	Prime Processed Network Name
BIDBRODCBR	Broad	Schedule C
BIDBRODCBE	Broad ESN	EDS1
BIDBRDPCCR	Broad Plus	Schedule A
BIDBRDPCEE	Broad Plus ESN	EDS1
BIDBRDSCSR	Broad Select	Schedule B
BIDBRDSCSE	Broad Select ESN	EDS1
BIDLMTDCLR	Limited	Schedule D
BIDLMTDCLE	Limited ESN	EDS2
BIDPREFCPR	Preferred	Schedule EN15/20
BIDPREFCPE	Preferred ESN	EDS2

NRID	State Plans (Medicaid)	Prime Processed Network Name
BIDBRODSBR	Broad	Schedule C
BIDBRDPSCR	Broad Plus	Schedule A
BIDLMTDSLRL	Limited	Schedule D
BIDPREFSPR	Preferred	Schedule EN15/20
BIDBRDSSSR	Broad Select	Schedule B

EXHIBIT 5

November 13, 2020

AHF Pharmacy Contracting
AIDS HEALTHCARE FOUNDATION
6255 W Sunset Blvd,
Floor 21
Los Angeles, CA 90028

RE: Medicare Network Changes effective January 1, 2021

Dear AHF Pharmacy:

Prime Therapeutics LLC (Prime) continues our commitment to affordability and dedication to improved pharmacy care for our clients and their members. As part of our commitment, Prime entered into a three-year network agreement with Express Scripts, Inc. (ESI) that gives Prime additional resources to focus on enhancing pharmacy network performance, including additional network options to our Benefit Sponsors.

ESI's Medicare network options are now available to Prime's Benefit Sponsors, and they have the choice to determine which pharmacy network(s) they will use to administer benefit plans. This letter serves as notice of Prime's Benefit Sponsors' network elections for Medicare networks starting January 1, 2021.

The following attachments are incorporated in this letter as notice to you of Benefit Sponsor elections:

- 1) Attachment A: Benefit Sponsor Elections. This will provide your pharmacy with current network participation and Benefit Sponsor elections.
- 2) Attachment B: Network Reimbursement ID (NRID). This will provide your pharmacy with the NRIDs pharmacy will see associated with Benefit Sponsor elections after January 1, 2021.

While ESI networks are contracted and managed by ESI, Prime will remain the claims processor for our Benefit Sponsors.

As part of claims processing, Prime provides a network identifier at the point of sale in the Reimbursement ID field (NCPDP field 545-2F). This Network Reimbursement ID (NRID) can be used to link the new ESI networks back to the information contained in Attachments A and B. NRIDs are also available on Prime's website at: <https://www.primetherapeutics.com/en/resources>. If your pharmacy currently does not receive information in the Reimbursement ID field (NCPDP field 545-2F), please work with your claims software vendor to access this information.

Questions about this communication can be directed to Prime at: PharmacyOps@primetherapeutics.com

Specific questions regarding ESI's networks, contracts, including terms and conditions of participation, and reimbursement should be directed to ESI's network contracting team at: RecontractingMailbox@express-scripts.com

Sincerely,
Prime Therapeutics LLC
Pharmacy Network Management

EXHIBIT 6

Attachment A: Current network participation and Benefit Sponsor Network Election

Current Network Election	Benefit Sponsor Utilization (Medicare)	Benefit Sponsor Network Election on or after 1/1/2021
Exhibit B-1A	Arkansas Blue Cross and Blue Shield Regence BlueShield of Idaho Regence BlueCross BlueShield of Oregon Regence BlueCross BlueShield of Utah Regence BlueShield (WA) Capital Blue Cross Capital Health Plan, Inc. Blue Cross and Blue Shield of Florida, Inc. (Florida Blue) Blue Cross and Blue Shield of Illinois Blue Cross and Blue Shield of Montana Blue Cross and Blue Shield of New Mexico Blue Cross and Blue Shield of Oklahoma Blue Cross and Blue Shield of Texas BCBSM, Inc. (BCBSMN) Horizon Healthcare Services, Inc. (BCBSNJ) Blue Cross & Blue Shield of Rhode Island Vibra Healthcare, LLC	Schedule MEDD
Exhibit B-1B	Arkansas Blue Cross and Blue Shield Regence BlueShield of Idaho Regence BlueCross BlueShield of Oregon Regence BlueCross BlueShield of Utah Regence BlueShield (WA) Capital Blue Cross Capital Health Plan, Inc. Blue Cross and Blue Shield of Florida, Inc. (Florida Blue) Blue Cross and Blue Shield of Illinois Blue Cross and Blue Shield of Montana Blue Cross and Blue Shield of New Mexico Blue Cross and Blue Shield of Oklahoma Blue Cross and Blue Shield of Texas BCBSM, Inc. (BCBSMN) Horizon Healthcare Services, Inc. (BCBSNJ) Blue Cross & Blue Shield of Rhode Island Vibra Healthcare, LLC	Schedule MEDD/EDS1
Exhibit B-FLM	Capital Health Plan, Inc. Blue Cross and Blue Shield of Florida, Inc. (Florida Blue)	Schedule MEDD
Exhibit B-FLM ESN	Capital Health Plan, Inc. Blue Cross and Blue Shield of Florida, Inc. (Florida Blue)	Schedule MEDD/EDS1
Exhibit B-MC	Blue Cross and Blue Shield of Alabama Arkansas Blue Cross and Blue Shield Experience Health (BCBSNC) Blue Cross and Blue Shield of Florida, Inc. (Florida Blue)	Medicare Part D Performance Network

	<p>Blue Cross and Blue Shield of Oklahoma BCBSM, Inc. (BCBSMN) Horizon Healthcare Services, Inc. (BCBSNJ)</p>	
Exhibit B-MS	<p>Blue Cross and Blue Shield of Alabama Alignment Healthcare USA, LLC Regence BlueShield of Idaho Regence BlueCross BlueShield of Oregon Regence BlueCross BlueShield of Utah Regence BlueShield (WA) Capital Blue Cross Capital Health Plan, Inc. Blue Cross and Blue Shield of Florida, Inc. (Florida Blue) Blue Cross and Blue Shield of Kansas Inc. Blue Cross and Blue Shield of Nebraska, Inc. Blue Cross and Blue Shield of Illinois Blue Cross and Blue Shield of New Mexico Blue Cross and Blue Shield of Oklahoma Blue Cross and Blue Shield of Texas BCBSM, Inc. (BCBSMN) Blue Cross and Blue Shield of North Carolina</p>	Schedule MEDD (Amended)

Attachment B: Network Reimbursement ID (NRID):
Medicare NRIDs:

Prime Processing NRID*	Network Name	Day Supply
BIDOPENMOR	Schedule MEDD	RETAIL
BIDOPENMOE	Schedule MEDD/EDS1	ESN
BIDSILVMSR	Schedule MEDD (Amended)	RETAIL
BIDSILVMSE	Schedule MEDD (Amended)	ESN
BIDLIMTMLR	Medicare Part D Performance Network	RETAIL
BIDLIMTMLE	Medicare Part D Performance Network	ESN
BIDPREFMPR	Medicare Part D Preferred Performance Network	RETAIL
BIDPREFMPE	Medicare Part D Preferred Performance Network	ESN
BIDPREFMDR	Medicare Part D Preferred Performance Network	RETAIL
BIDPREFMDE	Medicare Part D Preferred Performance Network	ESN
BIDPREFMER	Medicare Part D Premier Preferred Performance Network	RETAIL
BIDPREFMEE	Medicare Part D Premier Preferred Performance Network	ESN
BIDLTCMTR	Medicare Long Term Care	RETAIL

* The ESI Network NRIDs are current as of the date of this letter and are subject to change. Please visit Prime's website for updated NRIDs: www.primetherapeutics.com