

**AMENDMENT ONE TO CONTRACTUAL AGREEMENT
TO PROVIDE PHARMACY BENEFITS MANAGEMENT SERVICES FOR THE
HEALTHSELECT OF TEXAS PRESCRIPTION DRUG PROGRAMS AND THE
HEALTHSELECT MEDICARE RX PRESCRIPTION DRUG PROGRAM UNDER THE
TEXAS EMPLOYEES GROUP BENEFITS PROGRAM**

This Amendment One ("**Amendment 1**"), effective the date executed by an authorized representative of ERS, is entered into by and between the Employees Retirement System of Texas ("**ERS**") and Express Scripts, Inc. ("**PBM**"), sometimes hereinafter referred to collectively as the "**Parties**."

RECITALS

WHEREAS, effective December 7, 2022, the Parties entered into a Contractual Agreement ("**Original Contract**") to provide Pharmacy Benefits Management Services for the HealthSelect of Texas Prescription Drug Programs and the HealthSelect Medicare Rx Prescription Drug Program under the Texas Employees Group Benefits Program (the "**Services**"); and

WHEREAS, the Parties have determined to amend the Clarifications; and

WHEREAS, in accordance with section 6.2 of the Contract, ERS and Contractor have determined to amend the Contract to make necessary modifications to bring the Contract into compliance with statutory provisions which have been added since the Contract was originally executed; and

WHEREAS, in accordance with Article 2.6 of the Contract, the Contract may be altered, extended, modified or amended by mutual written agreement of the Parties.

NOW, THEREFORE, in consideration of the above premises, the Parties now desire to enter into this amendment in each case as fully set forth below.

AGREEMENT

The Parties, by their authorized representatives' signatures below, agree that:

1. Article 31, *Additional Warranties and Representations*, is amended in its entirety to read as follows:

The current text of Section 31.4 is replaced in its entirety as follows:

31.4 Under Texas Government Code §§ 2155.004, 2155.006, and 2261.053 PBM certifies that it is not ineligible to receive the Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate. Under Texas Government Code § 403.055, in the event PBM is indebted to ERS or the state of Texas or delinquent in paying any taxes owed the state of Texas at the time the Contract is entered into, PBM agrees that any payment owed to PBM under the Contract shall first be applied towards such debt or delinquent taxes until the debt or delinquent taxes are paid in full. PBM warrants and represents that at the time it entered into the Contract, PBM was not indebted to ERS or the state of Texas or delinquent in paying any taxes owed the state of Texas.

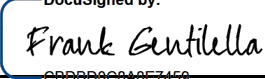
The current section 31.19 is renumbered as Section 31.20 and the following text as new Section 31.19:

- 31.19 In the performance of the Services, including but not limited to utilization and pharmacy benefit management, and the administration of ERS' plan structure and benefit design, PBM shall comply with the MHPAEA as amended, including federal regulations promulgated pursuant thereto. Documentation and any additional support required to demonstrate compliance with the MHPAEA shall be provided to ERS and, at the direction of and in cooperation with ERS, to relevant federal regulators, upon request, for no additional charge.
2. Effective December 7, 2022, the attached Exhibit C, "First Amended and Restated Clarifications," replaces the previous Clarifications and is incorporated herein and into the Contract by reference for all purposes as if restated in full.
 3. The supplement to the Contract titled "Consolidated Appropriations Act of 2021 Reporting Services Agreement" attached hereto, is incorporated herein and into the Contract by reference for all purposes.
 4. PBM warrants and represents that the statements, warranties, and representations contained in the Contract continue to be true and correct. PBM acknowledges that ERS has executed this Amendment 1 in reliance on the truth and accuracy of these statements, warranties, and representations. PBM shall immediately notify ERS in the event such warranties, representations, and/or statements are no longer true and correct.
 5. The Contract, as amended hereby, shall be effective as of the date indicated herein above, and supersedes all prior understandings or arrangements between the parties as stated herein, whether oral or written, with respect to the provisions hereof.
 6. Except as expressly amended hereby, all provisions of the Contract, including all supplements, amendments and Exhibits thereto, shall remain in full force and effect and are unchanged in all other aspects.
 7. If any provision of the Contract, as amended hereby, is held to be void or unenforceable, the remaining provisions are considered to be severable and their enforceability is not affected or impaired in any way by reason of such law or holding.

[SPACE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE TO FOLLOW]

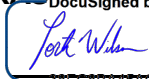
IN WITNESS WHEREOF, ERS and PBM, as the two signatories have memorialized this Amendment to be fully effective upon the date executed by an authorized representative of ERS.

EXPRESS SCRIPTS, INC.

DocuSigned by:

By: 0BDBB9C0A0E7459...
Frank Gentilella
Vice President and General Manager,
Special Markets

Date: 12/20/2023 | 2:31 PM EST

EMPLOYEES RETIREMENT SYSTEM OF TEXAS

DocuSigned by:

By: 38EC8BA43AC04F3...
Porter Wilson
Executive Director

Date: 12/21/2023

Attachments:

Exhibit C – First Amended and Restated Clarifications

Consolidated Appropriations Act of 2021 Reporting Services Agreement

EXHIBIT C

**Express Scripts, Inc.'s
Contract to Provide Pharmacy Benefit Management
Services for the HealthSelectSM Prescription Drug
Program and HealthSelectSM Medicare Rx (Medicare
Part D) Prescription Drug Program under the Texas
Employees Group Benefits Program**

**First Amended and Restated
Clarification Responses**