UNITED STATES OF AMERICA
BEFORE THE FEDERAL TRADE COMMISSION
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s possession, custody, or control of such information. No later than 14 days from the vice, the Recipient should contact Commission staff and indicate whether all of the n required to respond to this Order is in the Recipient's possession, custody, or certain information is not in the Recipient's possession, custody, or control, no later s from the date of service, the Recipient also must: (1) Identify, both orally and in n question or sub-question that the Recipient is not able to fully answer because n is not in the Recipient's possession, custody, or control, and (2) for each, provide the and addresses of all entities or individuals who have possession, custody, or control of ng information.

7. Submit documents sufficient to show how the company tracks, aggregates or summarizes the information requested in Specification 5 and Specification 6. Submit documents sufficient to show how the Company communicates the information requested in Specification 5 and 6 to any Relevant Entity.

8. Describe in detail whether and how the Company limits Pharmacy Network participation for pharmacies, including, but not limited to, participation limits or restrictions for each of the following categories:
    a) Company-owned or affiliated Retail Pharmacy or Mail-Order Pharmacy,
    b) Company-and f f n

h) Non-MAC generic dispensing fee;
i) MAC generic ingredient cost;
j) MAC generic dispensing fee;
k) Summary of material terms of any contract rate guarantee; and
l)

d) Strategic plans, Pharmacy Network composition evaluations, reimbursement rates, prices, fees, performance measures or metrics, and comparative performance with any other company;
e) Any spreadsheets the Company used in connection with contracting decisions;
f) Internal documents that discuss or otherwise evaluate the Company's methods and procedures for determining whether to accept proposed and final terms and prices; and
g) Any analysis performed regarding

a) Formulary name;
b) Formulary ID;
c) Number of Covered Lives;
d) Each Pharmacy Benefit Plan that uses the formulary;
e) The copayment or coinsurance associated with each tier on the formulary;
f) List of drugs indicating:
    i. Brand name;
    ii. Generic name;
    iii.

c) The date of the change in classification; and
d) All documents related to the decision to change each drug's classification.

24. Describe the Company's policies and criteria for determining reimbursement of Specialty Drugs and submit all documents relating thereto.

25. Describe the Company's policies for requiring, directing, encouraging, or incentivizing patients to utilize Specialty or Mail-Order pharmacy. Submit all documents relating to any effort to encourage, require, or incentivize patients to use Specialty and Mail-Order Pharmacies owned or affiliated with the Company, including, but not limited to, co-pay differentials, availability of 90-day refills, shipping charge differentials, pricing differentials, express shipping availability, simplified ordering, patient communication or reminder policies, or other service or any other financial or non-financial incentives.

26. Submit one copy of the Company's contracts with all Specialty and Mail-Order pharmacies and all policies regarding internal transfer pricing by the Company and any Specialty Pharmacy or Mail-Order Pharmacy owned by or affiliated with the Company.

27. Submit one copy of all contracts between the Company and Selected Plan Sponsors.

28. Identify and specifically define all material financial terms in all contracts (including all appendices, addenda or attachments) between the Company and Selected Plan Sponsors. Where such terms vary by drug type or dispensing channel, include and explain the relevant distinctions. Such terms may include but are not limited to:

    a) Guaranteed discount rates from list or reference prices;
    b) Price protection guarantees;
    c) Dispensing fees;
    d) Rebate pass-through methodology (e.g., percentage off Rebates, fixed payments per prescription);
    e) Pass-through of administrative fees received from drug manufacturers;
    f) Pass-through of any other remuneration or consideration from drug manufacturers;
    g) Pass-through of any discounts negotiated with pharmacies;
    h) Per-member-per year (or otherwise specified) administrative fees paid to the Company by the Plan Sponsor;
    i) Any other payments covering terms of sale;
    j) Contract duration; and
    k) Timing of allowed market checks.

29. For each year, provide a spreadsheet listing all contracts between the Company and Selected Plan Sponsors. For each contract, provide a summary of the material contract terms identified in Specification 28, listing separately any terms that vary by type of drug or dispensing channel.

30. Submit all documents related to the Company's strategies, conditions and plans for formulary placement, formulary exclusion, formulary tier assignment, prior authorization or step-edit requirement regarding all Rebated Drug Products, including documents relating to the decisions and implementation of those strategies, and any changes thereto.

31. Produce all documents related to Rebated Drug Products, including, but not limited to, every Rebate Contract.

32. Provide a spreadsheet containing, the following data for each Rebate Contract regarding each Rebated Drug Product:

    a) The contracting parties;
    b) Execution date, duration or tec 0 Tc 0.44 Tw (t)-.154 1.15 Td ( )i each Rebate Con4(ons)]TJ9.52 (at)]TJ

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K. The term “formulary” means any list of prescription drugs that describes the circumstances under which the Company will reimburse particular drug products

L. The term “Generic” or “Generic Drug” means any FDA-approved drug that was

X. The term “Pharmacy Benefits Plan” or capitalized “Plan” means any pharmacy benefit product issued, administered, or serviced by the Company under which covered individuals are entitled to any reimbursement for prescribed Drugs. For clarification, a Plan may include commercial, capitated Medicaid, capitated Medicare, or qualified health plans with coverage for prescription drugs under an open, closed, or multi-tiered formulary.

Y. The term “Pharmacy Network” means a collection of pharmacies that individuals within a Pharmacy Benefits Plan are required or incentivized to use to obtain reimbursement for the costs of prescription drugs.

Z. The uncapitalized term “plan” means tentative and preliminary proposals, recommendations, or considerations, whether or not finalized or authorized, as well as those that have been adopted.

AA. The term “Plan Sponsor” means any business entity (e.g. self-funded employer, insurance company, union health plan) that is financially liable for prescription drug purchases on behalf of individuals pursuant to a Pharmacy Benefits Plan. Each Plan Sponsor may offer multiple Pharmacy Benefit Plans.

BB. The term “Post Sale Adjustment” means any additional compensation or reduction in compensation exchanged between the Company and a pharmacy after the point-of-sale transaction that changes the amount of a pharmacy was reimbursed for a prescription or related service.

CC. The standalone term “Prescription” refers to the dispensing of a 30-day supply of a particular prescription drug product. In case of ambiguity, 90-day prescriptions requiring only one co-payment shall be counted as three Prescriptions.

DD. The term “Quantity Dispensed” means the number of units, grams, milliliters, or other relevant unit indicating the amount of an individual drug product included in a transaction or transactions.

EE. The term “Quarter” means any three-month period beginning on January 1, April 1, July 1, or October 1 of any year from 2017 to the present.

FF. The term “Rebate” means any retrospective price concession, credit, or other consideration conditioned on the purchase, sale or dispensing of any units of a Prescription D w(i)-ith(c)4 ua

discount, administrative or other fee, price concession (including any bundled discounts), or other consideration related to the dispensing of prescription drugs.

HH. The term "Rebated Drug Product(s)" means all Prescription drug products described in the following categories, including all combination products, authorized generics, and biosimilar alternatives:

a. HIV antiretrovirals and preventatives, including, but not limited to: dolutegravir and ralpivirine (Juluca); emtricitabine and tonofovir alafenamide (Descovy); dolutegravir (Tivicay); abacavir, dolutegravir, lamivudine (Triumeq); bictegravir, emtricitabine and tenofovir alafenamide (Biktarvy); tenofovir disoproxil fumerate (Viread); efavirenz, emtricitabine and tenofovir disoproxil fumarate (Atripla); elvitegravir, cobicistat, emtricitabine, and tenofovir alafenamide (Genvoya); and emtricitabine, tenofovir, and disoproxil fumerate (Truvada).

b. Hepatitis C antiretrovirals, including, but not limited to: glecaprevir and pibrentasavir (Mavyret); sofosbuvir and velpatasvir (Epclusa); ledipasvir and sofosbuvir (Harvoni); Sofosbuvir and velpatsvir (Vosevi); and elbasvir and grazoprevir (Zepatier).

c. Multiple Sclerosis treatments, including, but not limited to: dimethyl fumarate (Tecfidera), fingolimod (Gilenya), glatiramer acetate (Copaxone), and teriflunamide (Aubagio).

d. Blood clotting disorders treatments, including, but not limited to: apixaban (Eliquis) and rivaroxaban (Xarelto).

e. Oral tyrosine kinase inhibitor treatments to treat chronic myelogenous leukemia and acute lymphocytic leukemia, including, but not limited to: imatinib mesylate (Gleevec).

f. Respiratory Asthma/COPD inhalers, including, but not limited to: fluticasone propionate and salmeterol (Advair); budesonide and formoterol fumurate dihydrate (Symbicort); tiotropium bromide (Spiriva); fluticasone furoate and vilanterol (Breo); (fluticasone furoate, umeclidinium, and vilanterol) Trelegy; albuterol sulfate or salbutemol (AccuNeb, Proair HFA, Proventil HFA, Ventolin HFA,), Pulmicort, etc., metaproterenol sulfate, levalbuterol (Xopenex HFA), and levalbuterol (Xopenex HFA).

g. Opioid Treatments & Reversal Agents, including, but not limited to: buprenorphine and naloxone (Suboxone), and naloxone (Narcan).

h. Statins, including, but not limited to: atorvastatin (Lipitor), fluvastatin (Lescol), lovastatin (Mevacor, Altocor) pravastatin (Pravachol), rosuvastatin (Crestor), simvastatin (Zocor), and pitavastatin (Livalo).

i. ADHD agents including, but not limited to: amphetamine (Adzenys XR), amphetamine/dextroamphetamine (Adderall, Adderall XR), dexmethylphenidate (Focalin) lisdexamfetamine (Vyvanse), and methylphenidate (Concerta, Ritalin).

j. Insulins, including, but not limited to: insulin glargine (Lantus), insulin detemir (Levemir), insulin aspart (Novolog), insulin lispro (Humalog).

II. The term "Relevant Entity" includes all Retail Pharmacies, Chain Pharmacies, Independent Pharmacies, Specialty Pharmacies, Pharmacy Services Administrative Organizations, and Mail-Order Pharmacies that dispense prescription drugs.

JJ. The term "Retail Pharmacy" means any pharmacy that generally dispenses prescription drugs to patients in person. For avoidance of doubt, this term excludes both Specialty Pharmacies and Mail Order Pharmacies.

KK. The term "Selected Plan Sponsors" refers to the Commercial Payers whose Pharmacy Benefit Plans rank in the top 10 within the Company's book of business with respect to any of the following metrics:

(a) Covered Lives;
(b) Drug Spend;
(c) Total Rebate Dollars Remitted to Plan Sponsor; or
(d) Total Rebate Dollars Retained by the Company.

LL. The term "Specialty Drug" means any drug product that has been included on any of the Company's Specialty Drug Lists (or any similar term or list indicating particular dispensing requirements) by the Company at any point since January 1, 2017.

MM. The term "Specialty Drug List" means any list of prescription drugs that are referenced as "specialty" drugs (or any similar term indicating heightened requirements for pharmacies dispensing such drug products) by the Company.

NN. The term "Specialty Pharmacy" means a pharmacy that focuses primarily on dispensing FDA approved pharmaceuticals that are generally not dispensed by traditional retail pharmacies due to issues including, but not limited to, those pharmaceuticals' special handling requirements, complex administration requirements, orphan drug status, high cost, complex patient monitoring requirements, and extensive insurance preapproval requirements.

OO. The term "Spread Price Amount" means the difference between the total amount paid by a PBM to a pharmacy for a prescription and the total amount paid by the Plan Sponsor to the PBM for the same prescription.

PP. The term "Total Amount Paid [to Relevant Entity]" means the amount reported as paid to the pharmacy in NCPDP Field #509-F9.

QQ. The term “documents” means any information, on paper or in electronic format, including written, recorded, and graphic materials of every kind, in the possession, custody, or control of the Company. (However, your response as it relates to separately incorporated subsidiaries or affiliates should only include information from or about such entities if you already have access to it, including information maintained in a central data repository. You should not otherwise seek any responsive information from separately in-6 (na(on,)]TJ5hfy8)on from or about for5.(t)- iomd ( )-om (na(oni (ar)-1 (at)-or)3 (a)4 (af(

(iii) include other proposals consistent with Commission policy and the facts of the case.

RR. The term “Person” includes the Company and means any natural person, corporate entity, partnership, association, joint venture, government entity, or trust.

SS. The term “relating to” means in whole or in part constituting, containing, concerning, discussing, describing, analyzing, identifying, or stating.

TT. The terms “and” and “or” have both conjunctive and disjunctive meanings.

5. Form of Production: You must submit documents as instructed below absent written modification.

a. Documents stored in electronic or hard copy formats in the ordinary course of business shall be submitted in the following electronic format provided that such copies are true, correct, and complete copies of the original documents:

i. Submit Microsoft Excel, Access, and PowerPoint files in native format with extracted text and metadata.

ii. Submit emails in TIFF (Group IV) format with extracted text and the following metadata and information:

Metadata/Document Information	**Description**
Alternative Custodian	List of custodians where the document has been removed as a duplicate.
Bates Begin	Beginning Bates number of the email.
Bates End	Bates number of the last page of the email.
Beg Attach	First Bates number of attachment range.
End Attach	Ending Bates number of attachment range.
Custodian	Name of the person from whom the email was obtained.
Email BCC	Names of person(s) blind copied on the email.
Email CC	Names of person(s) copied on the email.
Email Date Received	Date the email was received. [MM/DD/YYYY]
Email Date Sent	Date the email was sent. [MM/DD/YYYY]
Email From	Names of the person who authored the email.

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Metadata/Document Information	Description
Email To	recipients(s) of the email.
Email Time Sent	Time email was sent. [HH:MM:SS AM/PM]
Page count	Number of pages in record.
File size	Size of document in KB.
File Extension	File extension type (e.g., docx, xlsx).
Folder	File path/folder location of email.
Hash	Identifying value used for deduplication – typically SHA1 or MD5.
Text Link	Relative path to submitted text file. Example: \TEXT\001\FTC0003090.txt

Metadata/Document Information	Description
Date Created	Date the file was created. [MM/DD/YYY]
Date Modified	Date the file was last changed and saved. [MM/DD/YYYY]
Page count	Number of pages in record.
File size	Size of document in KB.
File Extension	File extension type (e.g., docx, xlsx).

Metadata/Document Information	Description
Alternative Custodian	List of custodians where the document has been removed as a duplicate.
Bates Begin	Beginning Bates number of the document.
Bates End	Last Bates number of the document.
Beg Attach	First Bates number of attachment range.
End Attach	Ending Bates number of attachment range.
Custodian	Name of the original custodian of the file.
Date Created	Date the file was created. [MM/DD/YYY]
Date Modified	Date the file was last changed and saved. [MM/DD/YYYY HH:MM:SS AM/PM]

Alternatively, the FTC's secure file transfer protocol service may be used; contac

b. The full title (if the withheld material is a document) and the full file name (if the withheld material is in electronic form);

c. A description of the material withheld (for example, a letter, memorandum, or email), including any attachments;

d. The date the material was created;

e. The date the material was sent to each recipient (if different from the date the material was created);

f. The email addresses, if any, or other electronic contact information to the extent used in the document, from which and to which each document was sent;

g. The names, titles, business addresses, email addresses or other electronic contact information, and relevant affiliations of all authors;

h. The names, titles, business addresses, email addresses or other electronic contact information, and relevant affiliations of all recipients of the material;

i. The names, titles, business addresses, email addresses or other electronic contact information, and relevant affiliations of all persons copied on the material;

j. The factual basis supporting the claim that the material is protected; and

k. Any other pertinent information necessary to support the assertion of protected status by operation of law.

In the log, identify by an asterisk each attorney who is an author, recipient, or person copied on the material. The titles, business addresses, email addresses, and relevant affiliations of all authors, recipients, and persons copied on the material may be provided in a legend appended to the log.

However, provide in the log the information requirende

2189, jfrost@ftc.gov. Please notify James Frost by email in advance of each production. Any password(s) necessary to access the response to the Order shall be emailed to James Frost

You are advised that penalties may be imposed under applicable provisions of federal law for failure to file special reports or for filing false reports.

By direction of the Commission.

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Lina M. Khan, Chair

DATED: June 6, 2022