ADMINISTRATIVE SERVICES AGREEMENT

by and between

RxBenefits, Inc.

and

Indian River County Board of County Commissioners

EFFECTIVE AS OF: October 1, 2024

ADMINISTRATIVE SERVICES AGREEMENT

THIS ADMINISTRATIVE SERVICES AGREEMENT, dated effective as of 12:01 a.m. local time in Birmingham, Alabama on **October 1, 2024** ("Effective Date"), is made and entered by and between **RxBenefits, Inc.**, an Alabama corporation ("Administrator"), and **Indian River County Board of County Commissioners (**"Client"). Administrator and Client are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

Recitals

A. Client has indicated a desire to enter into a contractual relationship with Administrator in order to procure the administration of prescription drug benefits to Client's Members (defined below) by Client's execution of this Agreement (defined below), including without limitation the Client application attached to this Agreement and incorporated herein by reference as Exhibit A (the "Client Application");

B. This Agreement shall replace and supersede any previous administrative services agreement between the Parties in its entirety. Any such previous administrative services agreement shall terminate as of the Effective Date, and this Agreement shall control as the sole Administrative Services Agreement in full force and effect hereafter.

C. Administrator desires to administer the prescription drug benefits specified in Client's Plan described herein in a ministerial capacity, subject to all the terms and conditions thereof; and

D. Administrator has entered into an agreement with an independent, third-party pharmacy benefit manager, Express Scripts, Inc. (hereinafter referred to as "PBM" or "ESI"), for the purpose of being able to provide a network of pharmacies and related pharmacy benefit management programs and services for utilization by Client and its Members as administered through Administrator working in conjunction with Client, all as more fully provided for in this Agreement.

Agreement

NOW, THEREFORE in consideration of the mutual covenants, duties and obligations made by the Parties herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE I – CERTAIN DEFINITIONS

A. The initially capitalized terms below in this Section A of Article I shall have the following meanings when used in this Agreement. In addition, there are other initially capitalized terms that are defined in other parts of this Agreement and such terms shall have the meanings ascribed to them in such other parts of this Agreement whenever they are used in this Agreement.

"340B Claim" means (i) Prescription Drug Claims submitted by 340B contracted pharmacies that adjudicate at a 340B price or are submitted with a submission clarification code of "20" or such equivalent codes for such Participating Pharmacies under the applicable NCPDP format (or any successor format); (ii) Prescription Drug Claims submitted by a 340B covered entity-owned or 340B contracted pharmacies which are categorized as Type 39 (or such equivalent codes) in the NCPDP DataQ database or otherwise identified as a 340B Claim by the dispensing pharmacy; or (iii) Prescription Drug Claims identified as a 340B Claim by a third party administrator.

"Administrator Intellectual Property" means (i) all software, software platforms, interfaces, codes, and algorithms thereof used by Administrator in connection with the Services; (ii) all Databases; (iii) all De-identified Data; (iv) all Materials; (v) all Confidential Information of Administrator; (vi) Administrator's name, trademarks, service marks, and logo(s), together with all goodwill associated therewith; and (vii) any and all non-Client data supplied to Administrator by its third party licensors or otherwise acquired by Administrator.

"Agreement" means this Administrative Services Agreement between Administrator and Client, the Client Application and all other exhibits, supplements, amendments, addenda and/or schedules to this Administrative Services Agreement.

"Ancillary Supplies, Equipment, and Services" or "ASES" means ancillary supplies, equipment, and services provided or coordinated by ESI Specialty Pharmacy in connection with ESI Specialty Pharmacy's dispensing of Specialty Products.

"Average Wholesale Price" or "AWP" means the average wholesale price of a prescription drug as identified by drug pricing services such as Medi-Span, the drug manufacturer or other source recognized in the retail prescription drug industry (the "Pricing Source"). If the Pricing Source discontinues the reporting of AWP or materially changes the manner in which AWP is calculated or reported, then ESI reserves the right to make an equitable adjustment as necessary to maintain the parties' relative economics and the pricing intent of this Agreement.

"Brand/Generic Algorithm" or "BGA" means ESI's standard and proprietary brand/generic algorithm utilized by ESI, a copy of which may be made available for review by Client upon request; ESI may require that Client sign a non-disclosure with ESI in order to receive a copy of the BGA. The purposes of the algorithm are to stabilize products "flipping" between brand and generic status and to reduce Client, Member and provider confusion due to fluctuations in brand/generic status. Administrator or its Auditor may audit ESI's application of its BGA to confirm that ESI is making brand and generic drug determinations consistent with such algorithm.

"Brand Drug" means a prescription drug identified as such in ESI's master drug file using indicators from First Databank (or other source nationally recognized in the prescription drug industry used by ESI for all clients) on the basis of a standard Brand/Generic Algorithm utilized by ESI for all of its clients, a copy of which may be made available for review by Administrator, Client, or its Auditor upon request. Notwithstanding the foregoing, certain prescription drug medications that are licensed and then currently marketed as brand name drugs, where there exists at least one (1) competing prescription medication that is a generic equivalent and interchangeable with the marketed brand name drug, may process as "Generic Drugs" for Prescription Drug Claim adjudication and Member Copayment purposes.

"Business Days" or "business days" means all days except Saturdays, Sundays, and federal holidays. All references to "day(s)" are to calendar days unless "business day" is specified.

"Claims Cycle" means the frequency by which Prescription Drug Claims are billed.

"Claims Older than 180 Days" means Claims that have not been submitted to ESI within 180 days of the service date of the claim.

"Client Data" means Raw Data received by Administrator from Client in connection with the Services.

"Contract Year" means the full twelve (12) month period commencing on the Effective Date and each full consecutive twelve (12) month period thereafter that this Agreement remains in effect.

"Copayment" means that portion of the charge for each Covered Drug dispensed to the Member that is paid by the Member (e.g., copayment, coinsurance and/or deductible). A Member's Copayment charged for a Covered Drug will be the lesser of the applicable Copayment, AWP discount (e.g. MAC price for Generic Drugs), or U&C.

"Cost Share" means the amount which a Member is required to pay for a prescription or authorized refill in accordance with the Plan Design, which may be a deductible, a percentage of the prescription price, a fixed amount and/or other charge or penalty.

"Covered Drug(s)" means those prescription drugs, supplies, Specialty Products and other items that are covered under the Plan, each as indicated on the Set-Up Forms.

"Databases" means any and all databases in which all or any portion of the Service Data is stored.

"De-identified Data" means de-identified or anonymized data derived by Administrator from the modification, arrangement, aggregation, reconfiguration, manipulation, compilation, processing, reformatting, and/or parsing of Client Data.

"Dispensing Fee" means the amount payable by Client as a dispensing fee per prescription or authorized refill to a Member as set forth on Exhibit A to this Agreement.

"Eligibility Files" means the list submitted by Client to Administrator in reasonably acceptable electronic format indicating persons eligible for drug benefit coverage services under the Plan.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and the regulations promulgated thereunder.

"ESI Mail Pharmacy" means a pharmacy owned or operated by ESI or one or more of its affiliates, other than an ESI Specialty Pharmacy, where prescriptions are filled and delivered to Members via mail delivery service.

"ESI Specialty Pharmacy" means Accredo Health Group, Inc., Express Scripts Specialty Distribution Services, Inc., or another pharmacy or home health agency owned or operated by ESI or its affiliates that primarily dispenses Specialty Products. When the ESI Mail Pharmacy dispenses a Specialty Product, it shall be considered an ESI Specialty Pharmacy hereunder.

"Exclusive or Limited Distribution Product" means a Specialty Product that is not generally available from most or all pharmacies but is restricted to select pharmacies as determined by a pharmaceutical manufacturer.

"FDA" means the United States Food and Drug Administration.

"Fees" means, with respect to Client, all the fees specified on the applicable Exhibit(s) attached hereto and all other amounts due by Client hereunder, which Client (or, if applicable, any Member) is required to pay pursuant to the terms and conditions of this Agreement. In the event ESI, Administrator and Client agree upon a modification of the Fees from time to time, Client shall be responsible for timely communicating such changes to Members and for obtaining the necessary consents, if any, required from Client and/or Members in order to implement the new pricing.

"Formulary" means the list of FDA-approved prescription drugs and supplies developed by ESI's Pharmacy and Therapeutics Committee and/or customized by Client, and which is selected and/or adopted by Client. The drugs and supplies included on the Formulary will be modified by ESI from time to time as a result of factors, including, but not limited to, medical appropriateness, manufacturer Rebate arrangements, and patent expirations. Additions and/or deletions to the Formulary are hereby adopted by Client, subject to Client's discretion to elect not to implement any such addition or deletion through the Set-Up Form process, which such election shall be considered a Client change to the Formulary.

"Generic Drug" means a prescription drug, whether identified by its chemical, proprietary, or non-proprietary name, that is therapeutically equivalent and interchangeable with drugs having an identical amount of the same active ingredient(s) and approved by the FDA, and which is identified as such in ESI's master drug file using indicators from First Databank (or other source nationally recognized in the prescription drug industry used by ESI for all clients) on the basis of a standard Brand/Generic Algorithm utilized by ESI for all of its clients, a copy of which may be made available for review by Client or its auditor upon request.

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996, as amended, and the regulations promulgated thereunder.

"In-House Pharmacy" means a pharmacy that is located on Client's site that is either owned and operated by Client or a third party (not ESI) on behalf of Client, or with which Client, or a third party (not ESI) on behalf of Client, has a contractual arrangement in order for such pharmacy to dispense prescription drugs to Client's Members. Client acknowledges and agrees that, except for processing claims from the In-House Pharmacy at No Bill No Remit, Administrator and ESI have no responsibility or liability with respect to the In-House Pharmacy, including but not limited to, credentialing the In-House Pharmacy, auditing the In-House Pharmacy, or payment of amounts due by Client to the In-House Pharmacy. Client agrees to indemnify and hold Administrator and ESI harmless with respect to any dispute, claim or otherwise arising out of or resulting from Client's arrangement with the In-House Pharmacy.

"Intellectual Property" or "Intellectual Property Right(s)" means all intellectual property of any nature or kind belonging to, or controlled by, a Party, whether protected, created, or arising under any United States federal, state, or local law, or under any federal, state, or local law of any other country, or under international treaty or convention, and all right, title, and interest therein and thereto.

"Limited Distribution Claims" means those prescription drug products including but not limited to Specialty medications that enter the market with exclusive and/or supply limitations or restrictions that limit marketplace competition.

"Losses" means any and all liabilities, damages, claims, causes of action, judgments, demands, penalties, fines, assessments, costs, expenses, fees (including without limitation attorneys' fees and other professional fees) and other losses of any kind or nature whatsoever.

"MAC" or "Maximum Allowable Cost" means the maximum unit ingredient cost payable by Client for a drug on the MAC List based on maximum reimbursement payment schedule(s) developed or selected by ESI. The application of MAC pricing may be subject to certain "dispensed as written" (DAW) protocols and Client defined plan design and coverage policies.

"MAC List" means a list of off-patent prescription drugs or supplies subject to maximum reimbursement payment schedules developed or selected by ESI.

"Manufacturer Administrative Fees" means those administrative fees paid by manufacturers to ESI in connection with ESI's administering, invoicing, allocating and collecting the Rebates under the Rebate program.

"Materials" means all documents, information, and materials provided or otherwise made available to Client through the Services, including any reports or other tangible and intangible expressions of De-identified Data generated, produced, and/or made available through the Services.

"Member" means each person who is eligible to receive prescription drug benefits as indicated by or on behalf of Client in the Eligibility Files and with respect to whom Administrator possesses Raw Data.

"Member Submitted Claim" means a paper claim submitted by a Member for Covered Drugs dispensed by a pharmacy for which the Member paid cash.

"No Bill, No Remit" means the pass through or Client provided pricing set up by ESI, at Client's request, to support Client's In-House Pharmacy.

"Over-the-Counter (OTC)" means those Prescription Drug Claims for Covered Drugs that a Member is typically able to obtain without a prescription or may require a prescription for higher strengths and/or concentrations such as but not limited to multivitamins, water soluble vitamins, etc.

"Pass-Through" means the actual ingredient cost and dispensing fee amount paid by ESI for the Prescription Drug Claim when the claim is adjudicated to the Participating Pharmacy, as set forth in the specific Participating Pharmacy remittances related to Client's claims.

"Participating Pharmacy" means any licensed retail pharmacy with which ESI or one or more of its affiliates has executed an agreement to provide Covered Drugs to Members but shall not include any mail order or specialty pharmacy affiliated with any such Participating Pharmacy. Participating Pharmacies are independent contractors of ESI.

"PDL" means the PBM Performance Drug List, which is a list of preferred pharmaceutical products, created and maintained by PBM, as amended from time to time, which: (a) has been approved by PBM's pharmacy and therapeutics committee; and (b) reflects PBM's recommendations as to which pharmaceutical products should be given favorable consideration by plans and their participants.

"Person" means any individual, corporation, partnership, limited liability company, joint venture, trust, unincorporated organization, government or any agency or instrumentality thereof, or other juridical person recognized by law.

"Personal Data" means all data identifying, or identifiable to, a specific Member, including Protected Health Information.

"Plan" means the self-funded prescription drug benefit plan(s) administered and/or sponsored by Client.

"Plan Administrator" means the Plan sponsor or committee designated by the Plan sponsor with respect to the Plan, as contemplated by Section 3(16)(A) of ERISA.

"Plan Design" means drug coverage, days' supply limitation, Cost Share, Formulary (including Formulary drug selection and relative cost indication) and other Plan specifications applicable to the Plan designated for Client as set forth in this Agreement or otherwise documented between the Parties.

"PMPM" means per Member per month fee, if applicable, as determined by Administrator from the Eligibility Files.

"Prescription Drug Claim" or "Claim" means a Member Submitted Claim, Subrogation Claim or claim for payment submitted to ESI by a Participating Pharmacy, ESI Mail Pharmacy, or ESI Specialty Pharmacy as a result of dispensing Covered Drugs to a Member.

"Primary Member" means each Member, excluding Members who are qualified dependents.

"Protected Health Information" or "PHI" shall have the meaning given such term by HIPAA, but limited to that information created or received by PBM in its capacity as a subcontractor to Administrator or by Administrator in its capacity as a business associate to the Plan.

"Raw Data" means all data (including all Personal Data) related to a Member created, collected, and/or maintained by or on behalf of Client, as such data exists immediately before it is disclosed to Administrator to perform the Services.

"Rebates" mean formulary rebates that are paid to ESI pursuant to the terms of a formulary rebate contract negotiated independently by ESI and directly attributable to the utilization of certain Covered Drugs by Members. For sake of clarity, Rebates also include inflation protection payments (applies only to specialty carve out). For sake of clarity, Rebates do not include, for example, Manufacturer Administrative Fees; product discounts or fees related to the procurement of prescription drug inventories by ESI Specialty Pharmacy or the ESI Mail Pharmacy; inflation protection amounts (does not apply to specialty carve out); fees received by ESI from pharmaceutical manufacturers for care management or other services provided in connection with the dispensing of products; or other fee-for-service arrangements whereby pharmaceutical manufacturers generally report the fees paid to ESI or its wholly-owned subsidiaries for services rendered as "bona fide service fees" pursuant to federal laws and regulations (collectively, "Other Pharma Revenue"). Such laws and regulations, as well as ESI's contracts with pharmaceutical manufacturers, generally prohibit

ESI from sharing any such "bona fide service fees" earned by ESI, whether wholly or in part, with any ESI client.

"Representatives" of a Party means such Party's directors, officers, managers, employees, agents and other representatives.

"Service Data" means Client Data and De-identified Data.

"Services" means the provision, maintenance, and support of the services set forth in this Agreement and the Client Application, including the improvement, augmentation, and development of such services and Administrator's other products and services, including through the use of artificial intelligence, generative artificial intelligence and/or other automation technologies.

"Set-Up Forms" means any standard Administrator or PBM document or form, which when completed and signed by or on behalf of Client (electronic communications from Client indicating Client's approval of a Set-Up Form shall satisfy the foregoing), will describe the essential elements adopted by Client for its Plan.

"Single Source Products" means a prescription medication that is: (i) approved by the FDA under a generic drug ANDA application and is licensed and then currently marketed by only one generic drug manufacturers under separate ANDA applications; or (ii) subject to patent litigation.

"Specialty Product List" means the list of Specialty Products applicable (exclusive or open) to Client, maintained and updated by ESI from time to time. The Specialty Product List is available to Client upon request.

"Specialty Products" means those injectable and non-injectable drugs on the Specialty Product List. Specialty Products, which may be administered by any route of administration, are typically used to treat chronic or complex conditions, and typically have one or more of several key characteristics, including frequent dosing adjustments and intensive clinical monitoring to decrease the potential for drug toxicity and increase the probability for beneficial treatment outcomes, patient training and compliance assistance to facilitate therapeutic goals, limited or exclusive product availability and distribution (if a drug is only available through limited specialty pharmacy distribution it is always considered a Specialty Product), specialized product handling, and/or administration requirements.

"Subrogation Claim" means subrogation claims submitted by any state or a person or entity acting on behalf of a state under Medicaid or similar United States or state government health care programs, for which Client is deemed to be the primary payor by operation of applicable federal or state laws.

"Term" shall mean the time period between the Effective Date and termination of this Agreement, including the Initial Term, as extended by any Renewal Term (as such terms are defined in Article VI.A).

"Usual and Customary Price" or "U&C" means the retail price charged by a Participating Pharmacy for the particular drug in a cash transaction on the date the drug is dispensed as reported to ESI by the Participating Pharmacy.

ARTICLE II – ADMINISTRATIVE SERVICES PROVIDED

A. Administrator shall administer the prescription drug benefits provided by the Plan, subject to all of the terms and conditions of this Agreement, as the same may be amended or supplemented from time to time.

B. Administrator shall provide such assistance as may reasonably be necessary to Client's personnel in enrollment of eligible employees and former employees and dependents eligible under the Plan. Administrator shall maintain up-to-date eligibility status records on all enrolled Members as submitted by Client for purposes of appropriate adjudication of Prescription Drug Claims under the Plan.

C. Administrator shall issue (or cause to be issued) prescription drug cards to each Member-employee who is enrolled in the Plan and who is declared eligible by Client, as evidence of such Member-employee's entitlement to prescription drug benefits under the Plan.

D. Upon reasonable request, Administrator shall provide Client with costs projections and analyses of Claims and such other statistical data as may reasonably be requested by Client in connection with Client's management, oversight and control of the Plan. Client acknowledges, understands, and agrees that due to the various factors that can affect live claims adjudication, including, but not limited to, changes in the member population, utilization, drug mix, and other factors, and the fact that costs projections are based on historical and/or test claims only, Administrator does not guarantee the accuracy of any costs projections and shall not be liable or otherwise held responsible for any Losses arising out of or related to such costs projections or the provision thereof.

E. Administrator shall invoice Client for the Prescription Drug Claims due to be paid and shall collect Prescription Drug Claims due, plus monthly Transaction Fees and any other fees payable by Client under Article IV hereof and/or the Client Application.

F. Client expressly authorizes Administrator to use automation technologies, including, without limitation, artificial intelligence and generative artificial intelligence, in the provision of the Services, and Administrator may deploy such technologies and update and/or change them to reflect current technologies and methodologies; provided that any such use of automation technologies and methodologies by Administrator shall be in compliance with all applicable laws and the terms of this Agreement, including without limitation the confidentiality provisions and the Business Associate Agreement.

ARTICLE III – DUTIES OF CLIENT

A. Client shall be solely responsible for determining the eligibility of its employees and their dependents to participate and receive benefits under the Plan.

B. Administrator has established and shall maintain an administrative portal (the "Portal") through which Client shall have the ability to access, revise and update the eligibility and enrollment information of the Members. Client agrees that it shall be solely responsible for simultaneously effecting timely revisions and updates to the enrollment information (1) through the Portal (or, in the alternative, through a secure file transfer protocol (ftp) site or via secure electronic data file in a format acceptable to Administrator delivered to Administrator via electronic mail); and (2) in any source system where the information is maintained by, or on behalf of, Client. Client shall be responsible for the accuracy of the enrollment information and any and all revisions and updates to the enrollment information. Upon becoming aware of any error in the enrollment information, Client shall promptly correct the information as necessary in the source system (if applicable) and through the Portal or via other acceptable alternative means provided for above in this Article III.B. Administrator shall not be responsible for Prescription Drug Claims payments made to Members or ineligible and former employees of Client who are no longer or, if applicable, should never have been Members, based on information that is or was inaccurate, was not updated or not updated on a timely basis, or otherwise revised as required by Client or this Agreement. Administrator agrees that revisions and updates to the enrollment or other applicable Member or Prescription Drug Claim information made as described above will be considered for purposes of this Agreement revised and updated within forty-eight (48) hours. For emergency revisions and updates that need to be effective on the same day, Client must call in or fax such revisions and updates to Administrator during Administrator's normal business hours and follow up with Administrator as appropriate to ensure such revisions and updates become effective on the same day to the extent reasonably possible. In addition, to the extent such emergency revisions are communicated by Client to Administrator orally (e.g., via telephone), Client agrees (and it shall be Client's sole responsibility) to provide Administrator with a written description in reasonable detail setting forth the emergency revisions and/or updates within forty-eight (48) hours after such emergency revisions/updates were orally communicated by Client to Administrator.

C. Administrator will provide unique passwords or passcodes to Client that will permit Client to access, revise, and update the enrollment information on the Portal. For password access, Client will distribute the passwords to the individuals named on the list of authorized users (the "Users"), provided by Client to Administrator, as

updated from time to time. For passcode access, Administrator will provide a passcode to a User upon the User's request through Administrator's system for access to the Portal. Client is responsible for all uses of the passwords and passcodes, whether or not authorized by Client. Client is responsible for maintaining the confidentiality of the passwords and passcodes and ensuring that the Users also maintain such confidentiality. Client agrees to immediately notify Administrator of any unauthorized use of a password or passcode of which Client becomes aware or has a reasonable basis to believe to have occurred. Client shall indemnify, defend and hold harmless Administrator and its Representatives from and against all Losses resulting from, arising out of or relating to any unauthorized use or access, except where such Losses result solely from the willful or intentional act or misconduct or negligence of Administrator. To amend the list of Users, Client must notify Administrator in writing of such amendment(s). Within one (1) business day after the business day on which Administrator receives such amendment(s) in writing from Client, Administrator will deactivate the password(s) issued to any deleted User(s) and will activate and issue new password(s) for any new User(s) identified by Client. Notwithstanding anything in this Agreement to the contrary, Administrator shall not (and Client acknowledges and understands that Administrator shall not) be liable or otherwise held responsible for fraudulent Prescription Drug Claims submitted by any Member, other third party acting or purporting to act on any Member's behalf or any unauthorized party using any Member's prescription drug card, information or otherwise.

D. Client expressly understands, acknowledges and agrees that any and all information, data, documentation or software disclosed by Administrator and/or PBM in the course of conducting its business and performing administrative and related services for Members and/or Client are confidential and proprietary to, and a valuable trade secret of, Administrator and/or PBM and that any disclosure or unauthorized use - that is, any use other than to evaluate Administrator's performance under this Agreement - will cause irreparable harm and damage to Administrator and/or PBM. Client shall not, directly or indirectly, release or disclose or otherwise use or attempt to use any patient-specific prescription information, trade secrets, proprietary software and technical processing, financial, pricing or other confidential information of Administrator and/or PBM obtained by Client from Administrator and/or PBM (regardless of the reason such information was provided or obtained) to any other party or for the benefit of any other party without the prior written consent of Administrator and/or PBM.

E. Client expressly represents and warrants that (i) it has provided notice to its employees and their dependents regarding participation in the Plan and Client's disclosure or anticipated disclosure of employee or dependent confidential information, including, without limitation, Client Data, to Administrator in connection with the Plan and applicable law, and (ii) it has obtained all required rights, approvals, licenses, consents and/or other approvals or authorizations (either in writing or through opt-out procedures) from each Primary Member or, if applicable, each dependent Member or other applicable party, regarding such disclosures to Administrator for purposes of this Agreement and the services provided to Client and Members hereunder, and relating to the use and disclosure of information by Administrator or other applicable parties, including without limitation PHI under HIPAA as permitted under this Agreement or as otherwise reasonably necessary to effect and/or carry out the purposes and intent of this Agreement and the services to be performed and rendered by Administrator, PBM, Client or other applicable third parties with respect to this Agreement. Client shall be responsible for the accuracy, quality, and legality of all Client Data and the means by which Administrator acquires such data. Further, to the extent applicable, Client hereby authorizes PBM to contract with pharmaceutical companies for Rebates as a group purchasing organization for the Plan. PBM and/or Administrator may use, disclose, reproduce or adapt information obtained in connection with this Agreement, including Prescription Drug Claims and eligibility information, which is not identifiable on a Member basis. PBM and/or Administrator shall maintain the confidentiality of this information to the extent required by applicable law, and may not use the information in any way prohibited by applicable law.

F. Should Client identify erroneous, mistaken or incorrect Prescription Drug Claims payments made by Administrator, refunds in the amount of any such erroneous Prescription Drug Claims payments to Client shall be made by Administrator within thirty (30) days after the Claim has been reprocessed, following receipt by Administrator of written notice from Client identifying such errors and providing reasonable supporting documentation. Client acknowledges, covenants and agrees that such refunds made by Administrator as provided in this Article III.F shall be the sole and exclusive remedy of Client and any Member against Administrator, its Representatives or any third party (including PBM) resulting from any such erroneous,

mistaken or incorrect Prescription Drug Claims payments made by or to Administrator, and Client further covenants and agrees to hold harmless and indemnify Administrator and its Representatives for any Losses beyond such refunds claimed by any party from Administrator. The Parties acknowledge that Administrator may seek to recover any overpayments from the Members, the providers of service or any other party unjustly enriched as a result of such overpayments at any time after notice or awareness of any such error.

G. Without limiting the generality or scope of any other provision of this Agreement, Administrator shall not be held responsible or liable for any performance standard or obligation required of it hereunder if Client (or Client's designee(s)) or any Member fails to provide Administrator with accurate, timely and complete information as necessary and/or required to meet any such performance standard or obligation under this Agreement or otherwise.

ARTICLE IV – FINANCIAL ARRANGEMENT

A. Administrator will invoice Client for the Prescription Charges paid during the immediately prior Claims Cycle in accordance with the Claims Cycle billing applicable to PBM's adjudication platform. Administrator may charge Client administration fees (a) per Member or Member-employee per calendar month payable on a monthly basis, and/or (b) per Prescription Drug Claim made by Members payable on a bi-weekly (i.e. every two weeks) basis, and/or (c) as a lump sum amount payable on a monthly basis (collectively, the "Transaction Fees"). The Transaction Fees to be paid by Client to Administrator under this Agreement are as specified in the Client Application.

B. All invoices will be due and payable seven (7) days from receipt by Client and payment shall in no event be received by Administrator later than the due date stated in the invoice. Refer to Article V, below, for rules applicable to late payment of invoices. Client shall not (and acknowledges that it shall not) have any right to offset any disputed amounts or amounts due and/or payable or purported to be due and/or payable from Administrator and/or PBM from any payments of Client except as specifically approved in writing by Administrator.

C. Administrator's charges to Client for Prescription Drug Claims will include the sum of the Prescription Charges (defined below) with respect to such Prescription Drug Claims that Administrator has paid or is obligated to pay to PBM on behalf of Client. For purposes of this Agreement, the "Prescription Charges" with respect to a particular Prescription Drug Claim shall be an amount equal to:

(a) the lesser of: (i) the sum of (x) the ingredient cost of the drug, plus (y) the pharmacy dispensing fee for such drug (each as set forth on the Client Application); or (ii) the pharmacy's U&C amount for such drug; plus

(b) state tax, where applicable; minus

(c) Cost Share.

In addition to and without limiting the foregoing, any sales, use or other tax or assessment, including without limitation any surcharge or similar fee imposed under applicable law on any health care provider, Client, Member, service, supply or product provided or to be provided under this Agreement, will be the responsibility of Client and will be added to any invoices to Client hereunder as applicable.

D. Client acknowledges that there are certain clinical programs and related prescription drug services (e.g., formulary management, generic substitution programs, prior authorizations, appeals) made available by PBM and other strategic partners of Administrator and administered by Administrator for the benefit of Client and its Members which Client may elect, in its discretion and subject to mutual agreement with Administrator, to include as part of the prescription drug benefits and services made available by Client to its Members under this Agreement (collectively, "Clinical Programs" and "Optional Services"). Client further acknowledges and agrees that (a) any such Clinical Programs and Optional Services it elects to include as part of its Plan may

require the payment of additional charges as set forth in the Client Application (collectively, the "Program Fees") and (b) a portion of any such Program Fees paid by Client may be retained by Administrator.

E. Client acknowledges and understands that PBM, through its contractual arrangement with Administrator, guarantees certain Rebates as set forth in the Client Application. The Parties further acknowledge and understand that no Rebates or similar discounts or payments will be paid to the Parties with respect to any Prescription Drug Claims reimbursed on a unit basis by Medicaid agencies or other federal or state healthcare programs.

F. Client acknowledges and is aware that Administrator, pursuant to its contractual agreement with PBM, (i) is paid by PBM an administrative services credit payment per mail and retail Prescription Drug Claim administered by Administrator on behalf of each Member in the Plan (the "PBM Service Credit"); and (ii) may also receive from PBM a one-time per Member implementation and marketing credit payment designed to reimburse Administrator for actual expenses and out-of-pocket costs incurred by Administrator to market and implement PBM products and services and transition Client (and its Members) to PBM's benefit offerings (the "Implementation Credit"). It shall be Administrator's responsibility to obtain and collect such PBM Service Credit and the Implementation Credit directly from PBM and Client shall have no responsibility (payment or otherwise) with respect to such credit due to Administrator. The Parties acknowledge and agree that (1) Administrator shall be responsible for any and all transition and implementation costs it incurs (exclusive of any Implementation Credit received by it as described above) with respect to the marketing and transition of Client (and its Members) to benefit offerings administered by Administrator for Client, and (2) Client shall be responsible for any and all transition and implementation costs it incurs with respect to the transition and implementation of such benefit offerings (e.g., Client's Human Resources Department's work, legal work on the Plan to update Plan documents, etc.). To the extent applicable to the Parties, it is the Parties' intention that, for purposes of the Federal Anti-Kickback Statute and any required government reporting, the PBM Service Credit and Implementation Credit shall constitute and shall be treated by Administrator and Client as a discount against the price of drugs within the meaning of 42 U.S.C. § 1320a-7b(b)(3)(A). By executing this Agreement, each of Administrator and Client hereby agrees that the Administrator and PBM are warranting that the PBM Service Credit and any Implementation Credit shall be so treated and reported, as and to the extent applicable to each such Party.

G. Client acknowledges that Administrator may, in its sole discretion, compensate brokers and/or third-party consultants from monies received or due to be received by Administrator.

ARTICLE V – LATE PAYMENT

A. If the Prescription Charges for Prescription Drug Claims, the Transaction Fees, the Program Fees, or any other amounts due under this Agreement are not paid by Client and received by Administrator by the due date of the applicable invoice, then Client shall pay Administrator a service charge equal to five percent (5%) (or the maximum amount allowable under applicable law if such amount is less than five percent (5%)) of all then past due amounts. In addition to such service charge, any past due amounts (inclusive of service charges) will incur interest beginning on the due date and continuing thereafter until fully paid at a rate of ten percent (10%) per annum (or the maximum amount allowable under applicable law if such amount is less than ten percent (10%)).

B. Furthermore, if payment of the Prescription Charges for Prescription Drug Claims, the Transaction Fees, the Program Fees, or any other amounts due under this Agreement are not received by the due date of the applicable invoice, Administrator may, at its option, provided that Administrator has provided Client with written notice of such payment deficiency and five (5) business days to cure such deficiency, cease or suspend the provision of administrative services provided by Administrator under this Agreement, and deactivate all prescription drug cards issued to the Members. Consult Article VI for Administrator's option and right to terminate this Agreement at any time if Client fails to make full and timely payment of such charges and fees (including any applicable service charges and interest) to Administrator.

C. If at any time Administrator reasonably determines that Client may have difficulty meeting its financial commitments under this Agreement, Administrator may request from Client financial information, reasonable

assurances, or both, satisfactory to Administrator as to Client's ability to timely and fully meet its commitments and responsibilities hereunder. Such assurances may include, without limitation, Administrator requiring Client to make a deposit in such amount reasonably sufficient in Administrator's judgment to secure Client's payment obligations. If Client provides Administrator with such a deposit, Administrator may apply the deposit to past due balances and shall return the remaining deposit, if any, after the termination of this Agreement and the payment of all amounts payable to Administrator hereunder. Any deposit made by Client hereunder shall not be deemed a Plan asset.

D. Administrator's failure to charge or collect a service charge and/or interest from Client shall not waive or otherwise limit in any respect any future right of Administrator under this Agreement to charge or collect a service charge and/or interest from Client.

ARTICLE VI – TERM AND TERMINATION

A. The initial term of this Agreement shall commence on the Effective Date and shall continue in effect, unless sooner terminated as provided herein, for a period of one (1) year after the Effective Date (the "Initial Term"). Unless either Party gives the other Party written notice of its intention to terminate (given in the manner prescribed in Article VIII.B below) effective as of the last day of the Initial Term or any Renewal Term at least ninety (90) days in advance of the expiration of then applicable Initial Term or Renewal Term (as the case may be), the Term of this Agreement shall automatically renew and extend for additional one (1) year renewal terms (each, a "Renewal Term") without any additional act on the part of either Party (unless sooner terminated as provided herein and subject to the consequences of any such termination). Administrator may terminate this Agreement at any time if its contractual arrangement with PBM terminates by giving at least ninety (90) days prior written notice of the termination of this Agreement to Client.

B. Either Party may terminate this Agreement upon written notice to the other Party if, as a result of any change in law, the rights or obligations of the requesting Party would be materially and adversely affected. Any such termination shall be effective on the day immediately preceding the effective date of such change in law, subject to the provisions of immediately following sentence. Notwithstanding the foregoing sentence, the Parties hereby agree to use prompt, good faith efforts to renegotiate the terms of this Agreement. If the Parties successfully conclude such negotiations prior to the effective date of the change in law, this Agreement shall not terminate and shall be amended to reflect the negotiated terms mutually agreed upon by the Parties. In the event the Parties are unable to successfully conclude and reach mutual agreement through such good faith negotiations, this Agreement shall terminate as provided above and herein.

C. On and after the date of termination of this Agreement, Administrator shall be obligated to complete such administrative services provided for in this Agreement as have been commenced prior to the date of termination. Therefore, Prescription Drug Claims incurred or reported after the date of termination are the sole responsibility of Client and are not the responsibility of Administrator. Furthermore, termination of this Agreement shall not relieve Client of its obligation to pay Administrator for any outstanding Prescription Drug Claims, charges, fees (including without limitation any applicable service charges), interest and reasonable collection costs and attorneys' fees incurred by Administrator associated with such collections. Upon termination of this Agreement, Administrator shall not have any obligation to transition Claims files and/or histories (or other information prior to such information being scrubbed of PBM's or Administrator's confidential, proprietary or trade secret information) to the extent that they contain PBM and/or Administrator cost, pricing and/or other proprietary, financial information, to Client's new prescription benefit manager or any other third party. With respect to any files requested by Client or its new prescription benefit manager, any associated charges shall be the responsibility of Client.

D. Administrator may, in its sole and absolute discretion, suspend performance or terminate this Agreement at any time without giving any advance notice, written or otherwise, to Client (or to any other party) and without penalty or liability for any Losses if (1) Client fails to make timely payment within the five (5) business day notice and cure period provided in Article V.B. of the Prescription Charges for Prescription Drug Claims, the Transaction Fees, the Program Fees, or any other applicable payments owed to Administrator in accordance with the terms and conditions of this Agreement or, if requested, does not provide a deposit to Administrator as provided in Article V.C above, (2) Client makes an assignment for the benefit of creditors, (3) Client is the

subject of a voluntary or involuntary petition for bankruptcy or is adjudicated insolvent or bankrupt, or (4) a receiver or trustee is appointed for any portion of Client's property.

E. Termination of this Agreement shall not terminate either Party's rights and obligations under Article III.C, Article III.D, Article IV (Financial Arrangement), Article V (Late Payment), Article VI.C, Article VII (Indemnification), Article VIII.B (Notices), Article VIII.C (Applicable Law; Venue; Consent to Jurisdiction; Arbitration), Article VIII.D (Entire Agreement; Construction), Article VIII.F (Relationship of the Parties), Article VIII.I (Confidential and Proprietary Information), Article IX (Licenses; Intellectual Property), Article X (ERISA, COBRA & HIPAA Duties) and the Client Application (as amended, if applicable), and all such rights and obligations shall expressly survive any such termination.

ARTICLE VII – INDEMNIFICATION

A. Except as otherwise provided in this Agreement, Client and Administrator agree to hold harmless and to indemnify each other and each other's Representatives from and against any Losses arising out of or related to the indemnifying Party's breach or violation of this Agreement.

B. Client acknowledges that: (1) Administrator and its Representatives do not bear any liability for Losses under the Plan; (2) Administrator and its Representatives neither insure nor underwrite the liability of Client under the Plan; and (3) Administrator's execution of this Agreement shall not be deemed as the assumption by Administrator or its Representatives of any responsibilities, obligations or duties other than those required of Administrator pursuant to the express terms and conditions of this Agreement.

C. Client further agrees to hold harmless and to indemnify Administrator and its Representatives from and against all Losses arising out of any claim, demand, suit, or proceeding made or brought against Administrator by a third Person arising out of or in connection with (1) Client's default in the performance of any duty, requirement or obligation of Client under this Agreement, the Business Associate Agreement, the Plan or otherwise owed to Client's employees and their dependents (whether or not in relation to this Agreement or the Plan); (2) the acts or omissions of any Representative of Client (whether or not in relation to this Agreement or the Plan); (3) any representations, warranties, covenants or statements, whether written, oral or otherwise, made by Client to its Representatives and/or their dependents; (4) an allegation that Client's use of any Raw Data, Service Data and/or Administrator Intellectual Property in combination with any assets, Materials or other things not provided or authorized by Administrator, infringes or misappropriates such third Person's Intellectual Property Rights; (5) an allegation that the Raw Data violates a third Person's privacy rights or other rights; (6) an allegation of gross negligence, grossly negligent omissions, or willful misconduct of Client or any of Client's employees, agents, or subcontractors; or (7) Client's failure to comply with any law, rule, or regulation.

D. Administrator further agrees to hold harmless and to indemnify Client and its Representatives from and against all Losses arising out of any claim, demand, suit, or proceeding made or brought against Client by a third Person arising out of or in connection with (1) Administrator's default in the performance of any duty, requirement or obligation of Administrator under this Agreement or the Business Associate Agreement; (2) the acts or omissions of any Representative of Administrator (whether or not in relation to this Agreement or the Plan); (3) an allegation of gross negligence, grossly negligent omissions, or willful misconduct of Administrator or any of Administrator's employees, agents, or subcontractors; or (4) Administrator's failure to comply with any law, rule, or regulation.

E. Each Party's liability to the other Party and its Representatives hereunder shall not exceed the actual proximate Losses caused by or arising from the indemnifying Party's breach or violation of, or failure to perform, any term or provision of this Agreement. In no event whatsoever shall either Party or any of its Representatives be liable for any indirect, special, incidental, consequential, exemplary or punitive damages (in each case, to the fullest extent that such damages may be waived by contract under applicable law), or any damages for lost profits relating to a relationship with a third party, however caused or arising, whether or not they have been informed of the possibility of their occurrence.

ARTICLE VIII – GENERAL PROVISIONS

A. **Changes in Agreement**. This Agreement may be amended at any time, without prior notice to any Member, by mutual written agreement executed by Administrator (through its duly authorized Representative) and Client (through its duly authorized Representative). The foregoing notwithstanding, Administrator may amend, including, if appropriate, by amending and restating, the then-applicable Exhibit A, which amended Exhibit A shall be effective absent Client providing notice of non-acceptance of such amended Exhibit A no later than forty-five (45) days following the date on which Administrator transmitted the applicable amendment. Until such time as the applicable amended Exhibit A is deemed accepted, Administrator may, at its sole option, withhold any and all rebates payments that might otherwise be due to Client. No employee, agent or other Representative of Administrator is authorized to amend or vary the terms and conditions of this Agreement or to make any agreement or promise not specifically contained herein or to waive any provision hereof other than by the means prescribed above in this Article VIII.A.

B. **Notices**. Any notices to be given hereunder shall be deemed sufficiently given when in writing and (1) actually delivered to the Party to be notified or (2) placed in an envelope directed to the Party to be notified at the following addresses and deposited in the United States mail by certified or registered mail, postage prepaid:

If to Administrator at:	RxBenefits, Inc. Attn: Lauren Simmons 3700 Colonnade Parkway, Suite 600 Birmingham, AL 35243
If to Client at:	Indian River County Board of County Attn: 1801 27th Street Vero Beach, Florida 32960-3365 United States

Such addresses may be changed by either Party by written notice as to the new notice address given to the other Party as provided in this Article VIII.B. Client shall act as agent of its employees (and such employees' dependents, as and whenever applicable) to receive all notices to them hereunder and to notify the employees and their participating dependents affected thereby. It also shall be the responsibility of Client to notify all employees (and their dependents) of the expiration or termination of this Agreement by a Party pursuant to Article VI or otherwise. In the case of changes in, or termination of, the Agreement, notice to or by Client shall be deemed to constitute notice to all employees of Client and their dependents, and no further notice need be given by Administrator to any employee or dependent in order to effectuate any change in, or termination of, this Agreement or the benefits or coverage provided for herein or made available hereby.

C. **Applicable Law; Venue; Consent to Jurisdiction; Arbitration**. This Agreement shall be governed by, and construed and interpreted in accordance with, the internal laws of the State of Florida without regard to conflicts of law principles. The Parties agree that the exclusive venue for any action, suit, claim, counterclaim, cross-claim or otherwise with respect to this Agreement and/or the subject matter hereof that are not subject to the mandatory arbitration provision below shall be in the federal and state courts sitting in Indian River County, Florida (the "Florida Courts"), and each Party knowingly and voluntarily hereby submits and consents to the jurisdiction of said courts over such Party and hereby expressly waives and releases any and all defenses, claims or other rights or remedies it may have or may assert or allege to establish that jurisdiction or venue in the Florida Courts is in error, improper or otherwise invalid in any respect. As such, each Party agrees that any such Florida Courts shall have *in personam* jurisdiction over it and consents to service of process in any manner authorized by Florida law. Each Party further covenants not to sue the other Party (or such other Party's Representatives) in any court or jurisdiction other than the Alabama Courts. To the extent allowable by law, any dispute, controversy or claim arising out of or relating to this Agreement or the breach or termination hereof, or whether any claim for Losses asserted are arbitrable, shall be referred to and finally

determined by binding arbitration conducted by JAMS in accordance with its Comprehensive Arbitration Rules and Procedures (the "Rules"), and to the extent applicable, the United States Federal Arbitration Act. The arbitration shall be heard by one arbitrator to be selected in accordance with the Rules, with venue in Indian River County, Florida. The language to be used in the arbitration proceeding shall be English. Judgment upon any award rendered may be entered in any court having jurisdiction thereof. The decision of the arbitrator shall be final and binding on all parties. Notwithstanding anything to the contrary, the Parties shall retain the right to seek injunctive and equitable relief for breaches of confidentiality and the payment of money, and those claims shall be brought in the federal courts sitting in Indian River County, Florida, and the Parties hereby irrevocably and unconditionally consent to personal jurisdiction of such courts and venue in the federal courts sitting in Indian River County, Florida in any such action for injunctive relief or equitable relief.

D. **Entire Agreement; Construction**.

1. This Agreement constitutes the entire agreement and understanding of the Parties and supersedes any prior oral or written communication between the Parties with respect to the subject matter hereof. All Recitals to this Agreement set forth above and all exhibits and addenda attached hereto are hereby incorporated into and made a part of this Agreement.

2. In the event any provision of this Agreement shall be determined invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather this Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly; provided, that if the invalidation or unenforceability of such provision(s) shall, in the reasonable, good faith opinion of either Party, have a material adverse effect on such Party's rights or obligations under this Agreement, then the Agreement may be terminated by such Party upon thirty (30) days advance written notice by such Party to the other Party.

3. The Parties hereto agree that no provisions of this Agreement or any related document shall be construed for or against or interpreted to the advantage or disadvantage of any Party hereto by any court or otherwise by reason of any Party's having or being deemed to have structured or drafted such provision, each Party hereby expressly acknowledging its participation and/or its right and ability to participate, in the structuring and drafting hereof. The Parties further acknowledge that: (i) this Agreement is the product of good faith, arm's length negotiations between them; (ii) such Parties possess substantially equal bargaining power; and (iii) each Party has had the opportunity to obtain the advice of legal counsel regarding the negotiations and execution of this Agreement.

4. This Agreement is not a third-party beneficiary contract, nor shall this Agreement create (or be construed or deemed to create) any rights or remedies, whether legal, equitable or otherwise, on behalf of Members or any other third parties as against Administrator.

5. This Agreement is not a contract of insurance and Administrator is not an insurer or underwriter of Client's liability under, or with respect to, the Plan. Except as otherwise provided in this Agreement, Client has and will retain the ultimate responsibility for payment of Prescription Drug Claims and other expenses under the Plan.

6. The article and section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the Parties and shall not in any way affect the meaning or interpretation of this Agreement.

E. **Authority; Counterparts**. Each signatory to this Agreement represents and warrants that he/she has full corporate or company authority to sign this Agreement on behalf of his/her respective Party and to legally bind and obligate such Party by so signing. Additionally, upon such signature by such authorized signatory(ies) of Client in each signature block of this Agreement (and the Client Application and the Business Associate Agreement made a part of this Agreement), Client represents, warrants, covenants and agrees that it has the necessary power and authority, corporate, company or otherwise (and that all necessary action has

been taken for Client), to enter into this Agreement and such other agreements and to consummate the transactions provided for herein and therein. This Agreement (including the exhibits hereto) may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Electronic signatures shall be deemed to be original signatures for all purposes.

F. **Relationship of the Parties**.

1. Administrator and Client are, and shall at all times be, solely independent contractors. Neither Party nor its Representatives is, nor shall such Party or its Representatives be construed to be, by any Party to this Agreement or by any third party, an employee, joint venturer, partner, principal, agent, master, servant, fiduciary or other Representative of the other Party. Neither Party is authorized to assume or create any obligations, duties or liabilities, express or implied, on behalf of or in the name of the other Party, except as otherwise expressly provided to the contrary in this Agreement. Furthermore, Client acknowledges, agrees and understands that Administrator, on the one hand, and PBM and any other contracting parties of Administrator, on the other hand, are unaffiliated entities and independent parties who are solely independent contractors of one another.

2. Client acknowledges that: (i) Client shall be responsible, in its sole discretion, for the selection of any consultants or experts to provide advice to Client as to liabilities under the Plan or duties or obligations of the Plan or Client under applicable law or otherwise; and (ii) Client is not contracting hereunder with Administrator for the provision of any such advice by Administrator. To the contrary, the Parties expressly acknowledge that Administrator will not provide such advice to Client, and that neither Party has any obligation or responsibility to advise the other Party about such other Party's compliance or noncompliance with any law, regulation, statute, rule or otherwise (including without limitation under ERISA, the Internal Revenue Code, the Public Health Services Act and/or any regulation with respect to the any of the foregoing).

3. Client expressly acknowledges and agrees that: (i) Administrator is not (nor shall it be deemed to be at any time) a "fiduciary" for any purpose under ERISA, the Internal Revenue Code and/or the Public Health Services Act (and any regulations thereunder), applicable state law, common law or otherwise; (ii) Administrator is not (nor shall it be deemed to be at any time) the administrator of the Plan for any purpose; (iii) Client (and not Administrator) possesses and expressly retains at all times during this Agreement and thereafter the sole and absolute authority and responsibility to design, amend, terminate, modify, in whole or in part, all or any portion of the Plan, including without limitation the sole and absolute authority to control and administer the Plan and any assets of the Plan, and such authority and responsibility cannot be delegated to Administrator; and (iv) Client (and not Administrator) has complete discretionary, binding and final authority to construe the terms of the Plan, to interpret ambiguous Plan language, to make factual determinations regarding the payment of Prescription Drug Claims or provision of benefits, to review denied Prescription Drug Claims and to resolve complaints by Members.

G. **Compliance with Laws; Force Majeure**.

1. Each Party hereby certifies and shall perform its duties and obligations under this Agreement in a manner that complies with all federal, state, local and other laws and regulations applicable to such Party and its performance hereunder, including without limitation the federal anti-kickback statute set forth at 42 U.S.C. § 1320a-7b(b) ("Anti-Kickback Statute"), the Public Contracts Anti-Kickback Statute, and/or the federal "Stark Law" set forth at 42 U.S.C. § 1395nn ("Stark Law"), as and to the extent applicable to each such Party. Each Party is responsible for obtaining its own legal advice concerning its compliance with applicable laws. If Administrator's performance of its duties and obligations under this Agreement is made materially more burdensome or expensive due to a change in federal, state or local laws or regulations or the interpretation or enforcement thereof, the Parties shall, at the option of Administrator, negotiate promptly and in good faith an appropriate adjustment to the fees, costs, expenses and/or charges paid to Administrator hereunder or other amendment to this Agreement reasonably necessary in light of the change in law or regulation or the interpretation

or enforcement thereof. If the Parties cannot agree on such adjusted amounts or amended terms, then either Party may terminate this Agreement upon thirty (30) days prior written notice to the other Party.

2. Neither PBM nor Administrator shall be obligated at any time to provide the prescription drug benefit and related services identified in this Agreement to Client or the Members if Client or, if applicable, Members, are located in a state requiring a prescription benefit manager to be a fiduciary to Client or Members, in any capacity, contrary to or inconsistent with the terms and conditions specifically identified in this Agreement. In the event any state law or regulation requires PBM or Administrator to be a fiduciary to Client or a Member contrary to or inconsistent with the terms and conditions identified in this Agreement, Administrator may elect not to provide such prescription drug benefit and related services identified in this Agreement to the impacted Members upon thirty (30) days' prior written notice to Client.

3. Each Party, upon giving prompt written notice thereof to the other Party, shall not be liable for delay or failure to perform hereunder (except with regard to payment of invoices), if such delay or failure is due to a cause or causes beyond the reasonable control of such Party (a "Force Majeure Event"). For purposes of this Agreement, a Force Majeure Event may include, but shall not be limited to, acts of God or the public enemy, fire, flood, storms, explosion, earthquake, war, terrorism, malicious mischief, accident, transportation tie-up, riot or civil insurrection, embargo, boycott, lock-out, strike or labor disturbance, slowdown or labor stoppage of any kind or act of any government, foreign or domestic. Each Party shall have the option, but not the obligation, to terminate this Agreement in its entirety if the other Party fails to perform any material obligation of this Agreement because of the occurrence of a Force Majeure Event and either (i) the other Party does not cure such breach within thirty (30) days after the occurrence of the Force Majeure Event, or (ii) such failure is not reasonably subject to cure within such period. The non-breaching Party must provide written notice of termination to the breaching Party.

H. **Access to Information; Audit Rights; Government Agency Submitted Claims**.

1. Administrator and Client will allow each other reasonable access at reasonable times to administrative information relating to this Agreement and the Parties' respective duties, obligations and benefits described herein, upon the giving of reasonable advance notice by the requesting Party (subject to any limitations with respect to information that is not in the possession or control of Administrator or is otherwise subject to a covenant of confidentiality in favor of a third party). The requesting Party agrees to execute a confidentiality agreement in form and content satisfactory to the disclosing Party as a condition precedent to being permitted such access to such information.

2. Client, or a mutually acceptable independent, third party auditor retained by Client, may conduct, with at least sixty (60) days prior written notice and at Client's sole cost and expense, an annual Prescription Drug Claims audit of Administrator's data that directly relates to Prescription Drug Claims billings for the prior Agreement year. The scope and manner of such a Prescription Drug Claims audit (including applicable guidelines and timelines) shall be as reasonably determined by Administrator and communicated to Client sufficiently in advance of any such audit. Client agrees that it will execute (and shall cause any mutually acceptable independent, third party auditor taking part in any such audit to execute) a confidentiality agreement in form and content reasonably acceptable to Administrator prior to conducting any such audit. Any request by Client to permit an auditor to perform an audit will constitute Client's direction and authorization to Administrator to disclose PHI to auditor. In the event of an audit by a mutually acceptable independent third party, Administrator and Client shall be provided with a copy of any proposed audit report or other written materials documenting such audit and Administrator will have a reasonable opportunity to comment on any such report or written materials documenting such audit before such are finalized. Upon finalization of audit results and agreement between Client and Administrator on any identified adjustments or discrepancies, if any, the period under review will be considered closed by the Parties and such agreed upon adjustment payments, if any, shall be paid by the appropriate Party within thirty (30) days of execution by the Parties of an appropriate release document covering the audit period.

Client acknowledges that it shall not be entitled to audit documents that Administrator is barred from disclosing by applicable law or pursuant to an obligation of confidentiality to a third party or that are not under the direction or control of Administrator. Administrator will make 100% of claims available to Client or a mutually acceptable third party retained by Client to audit the processing contract. Client further acknowledges that there shall be a blackout period for audits from November 1 – February 1 each year.

3. Client acknowledges that government agencies, including without limitation federal and state governmental payors, may seek eligibility or similar data from Administrator or PBM regarding Members and may submit to Administrator or PBM claims for reimbursement for prescription drug benefits provided to such government agencies (or their agents) to Members ("Government Claims"). Client authorizes (a) Administrator and PBM to provide such data as requested by government agencies, including without limitation federal and state governmental payors, and/or their authorized agents and (b) Administrator and/or PBM to process such Government Claims. Client acknowledges that Administrator may advance payment for Government Claims on behalf of Client during the Term of this Agreement. Client shall reimburse Administrator, in accordance with Client's payment obligations under this Agreement, for all amounts advanced by Administrator for payment of Government Claims. Client acknowledges that Government Claims submitted by or on behalf of a state Medicaid Agency or other governmental payor shall be paid by or on behalf of Client if submitted within three (3) years from the original date of fill unless a longer period is required by applicable law. In addition, Government Claims submitted by or on behalf of a state Medicaid agency or other governmental payor may not be denied on the basis of the format of the Government Claim or failure to present proper documentation at the point-of-sale. Client shall also reimburse Administrator for any adjustments or reconciliations to previously processed Government Claims that may be payable to government agencies in accordance with applicable laws and regulations. The administrative fee for processing Government Claims shall be invoiced at the paper submitted claim rate already agreed to by the Parties or as otherwise agreed upon in writing by Administrator and Client. Administrator reserves the right to (a) terminate these services upon ninety (90) days prior notice to Client, or (b) delegate these services to a third-party claims processor other than PBM. Notwithstanding any provision of this Agreement to the contrary, Client acknowledges and agrees that Client shall be solely responsible for processing and making payment of any Government Claims applicable to Client and its Members received after the effective date of the termination or expiration of this Agreement.

I. **Confidential and Proprietary Information**.

1. The term "Confidential Information" includes, but is not limited to, this Agreement or any information of either Client or Administrator (including without limitation its designees) disclosed or made available before the Effective Date, now or in the future (whether oral, written, electronic, visual or fixed in any tangible medium of expression) relating to either Party's services, operations, systems, programs, inventions, techniques, suppliers, customers and prospective customers, contractors, costs and pricing data, trade secrets, know-how, processes, plans, designs and other information of or relating to either Party's business. Confidential Information does not include Protected Health Information, the use and disclosure of which is governed by Article IX (Licenses; Intellectual Property) and Article X.C (ERISA, COBRA & HIPAA Duties) (including Exhibit B) of this Agreement. Furthermore, the following categories of data shall not be considered Confidential Information under this Agreement and shall not be subject to the confidentiality or non-use obligations contained herein: Pharmacy ID, NDC, Drug Name, AHFS Class, Delivery Method (mail/retail), Date of Service, Days' Supply and Metric Quantity.

2. Administrator and Client shall not disclose or make use of any Confidential Information except as permitted under this Agreement without the prior written consent of the non-disclosing Party, which consent may be conditioned upon the execution of a confidentiality agreement. Each Party may disclose Confidential Information of the other Party only to its authorized Representatives who have a need to know the Confidential Information in order to accomplish the purpose of this Agreement and who (i) have been informed of the confidential and proprietary nature of the Confidential

Information; and (ii) with respect to Representatives, have agreed in writing not to disclose it to others and to treat it in accordance with the requirements of this Section. Administrator or Client, as applicable, shall be responsible to the other Party for any breach of this Agreement by its respective Representatives. Representatives, for the purpose of this Article VIII(I), include entities that directly or indirectly (i) control; (ii) are controlled by; or (iii) are under common control with a Party, including any subsidiary or successor.

3. The foregoing shall not apply to such Confidential Information to the extent: (i) the information is or becomes generally available or known to the public through no fault of the receiving Party; (ii) the information was already known by or available to the receiving Party prior to the disclosure by the other Party on a non-confidential basis; (iii) the information is subsequently disclosed to the receiving Party by a third party who is not under any obligation of confidentiality to the disclosing Party; (iv) the information has already been or is hereafter independently acquired or developed by the receiving Party without violating any confidentiality agreement or other similar obligation; or (v) the information is required to be disclosed pursuant to a court order. Except in accordance with the requirements of this Article VIII.I.3, neither Party nor its Representatives may disclose, or permit to be disclosed, Confidential Information of the other Party as an expert witness in any proceeding, or in response to a request for information by oral questions, interrogatories, document requests, subpoena, civil investigative demand, formal or informal investigation by any government agency, judicial process or otherwise. If either Party, or any of its respective Representatives, is requested to disclose the Confidential Information of the other Party for any of the reasons described in the preceding sentence such Party shall give prompt prior written notice to the other Party to allow the other Party to seek an appropriate protective order or modification of any requested disclosure. The receiving Party agrees to reasonably cooperate with the disclosing Party in any action by the disclosing Party to obtain a protective order or other appropriate remedy. If the receiving Party is ultimately legally compelled to disclose such Confidential Information, the receiving Party shall disclose only the minimum required pursuant to and in order to comply with the court order or other legal compulsion.

4. Without limiting any other rights and remedies available under this Agreement or otherwise, any unauthorized disclosure or use of Confidential Information would cause Administrator or Client, as applicable, immediate and irreparable injury or loss that may not be adequately compensated with money damages. Accordingly, if either Party fails to comply with this Article VIII.I, the other Party will be entitled to seek to obtain specific performance including immediate issuance of a temporary restraining order or preliminary injunction enforcing this Agreement, and to judgment for Losses caused by the breach, and to seek to obtain any other remedies provided by law or in equity.

5. The confidentiality provisions of this Agreement supersede any and all prior oral or written communication(s) or agreement(s) of the Parties with respect to the confidential information of either Party, including, but not limited to, any mutual nondisclosure agreement between or among the Parties and/or Client's broker or consultant.

6. Gag Clause Compliance. Nothing in this Agreement may be construed or enforced by a Party as a gag clause that prohibits the exchange of information required under 26 U.S.C. § 9824(a); 29 U.S.C. § 1185m(a)(1); or 42 U.S.C. § 300gg-119(a)(1).

J. **Assignment**. Neither Party may assign this Agreement without the prior written consent of the other Party, provided such consent will not be unreasonably withheld. However, Administrator may assign this Agreement or delegate the duties to be performed by or on behalf of Administrator under this Agreement without the consent of Client as part of a change in ownership or the sale of all, or substantially all, of the assets of Administrator or similar sale or disposition of Administrator that would, upon consummation, be deemed to constitute an assignment of this Agreement under applicable law.

K. **Disclosure of Information to Third Parties**. Client acknowledges, understands and agrees that it may be necessary or desirable for Administrator to disclose information obtained from, provided by or otherwise regarding or relating to Client, Client's Plan, and/or Client's employees and Members (excluding any

information that constitutes PHI under HIPAA) to certain vendors, consultants, brokers or other third parties in connection with Administrator's services, duties and/or obligations rendered by, or required of, Administrator under this Agreement or otherwise relating to its performance hereunder.

L. **Exclusivity**. PBM and Administrator shall be the exclusive providers of each of the services described in this Agreement for the Plan receiving services as set forth in this Agreement, provided that PBM will be a provider of specialty products and services if Client elects an "open specialty" relationship with the PBM. Client acknowledges and agrees that it will not, directly or indirectly, engage any prescription benefit manager or other third party, to provide concurrently to Client or the Plan any service that is similar to any of the services provided by Administrator or PBM, including without limitation, retail pharmacy network contracting, pharmacy claims processing, mail pharmacy services, formulary and rebate administration services, and specialty pharmacy services to the extent an exclusive option has been selected. Client acknowledges and agrees that a breach of this Section shall be deemed a material breach of this Agreement and shall entitle PBM and Administrator to modify pricing terms of this Agreement.

M. **Conflict**. In the event of any inconsistency or conflict between this Agreement and the Business Associate Agreement, the terms, provisions, and conditions of the Business Associate Agreement shall govern and control on issues relating to PHI.

ARTICLE IX – LICENSES; INTELLECTUAL PROPERTY

A. **Client License Grant.** Subject to the terms and conditions of this Agreement, Client hereby grants to Administrator a non-exclusive, perpetual, royalty-free license to receive, store, access, host, transmit, use, copy, reproduce, distribute, display, publish, process, reformat, reconfigure, modify, manipulate, arrange, compile, parse, aggregate, anonymize, de-identify, and create derivative works of Raw Data and Client Data as necessary or useful for (i) Administrator's provision of the Services to Client hereunder; and (ii) Administrator's creation and use of De-identified Data.

B. **Intellectual Property and Assets.**

1. Client acknowledges and agrees that Administrator (i) is and shall remain the owner of all right, title, and interest in and to the Administrator Intellectual Property; and (ii) may freely use and disclose Administrator Intellectual Property in accordance with applicable law.

2. Except as otherwise set forth in this Agreement: (i) Client shall have no right, title or interest in or to any Administrator Intellectual Property or any portion(s) thereof; (ii) nothing in this Agreement shall operate or be construed as an express or implied grant, transfer, conveyance, assignment, or license to Client of any right, title, or interest in and to any Administrator Intellectual Property; and (iii) upon expiration or termination of this Agreement, Client shall immediately cease any and all further use and disclosure of the Administrator Intellectual Property, unless and until a superseding agreement is executed by the Parties. Client shall take such actions (including, without limitation, execution of affidavits or other documents) as Administrator may reasonably request, to effect, perfect, or confirm Administrator's ownership interests and other rights as set forth in this Article IX.B.

3. Client shall not directly or indirectly remove, obscure, alter or otherwise modify any copyright and/or other proprietary notices placed or appearing on any Administrator Intellectual Property.

ARTICLE X – ERISA, COBRA AND HIPAA DUTIES

A. **ERISA**. If Client's offering of the Plan provided for in this Agreement constitutes part of a "welfare plan" within the meaning of Section 3(1) of ERISA, it is understood and agreed that the duties of Client and Administrator are as follows:

1. Plan and Summary Description: It shall be the duty of Client (and not the duty of Administrator) to furnish any Plan, summary plan description or summary of material modifications to Members and beneficiaries as required by ERISA and any regulations under it. It shall be the duty of Administrator

to provide Client, upon request, with a summary of benefits available under the Plan for use in conjunction with the summary plan description and summary of material modifications.

2. Annual and Summary Annual Reports: It shall be the duty of Client to furnish any annual reports to participants and/or governmental agencies as required by ERISA, the Internal Revenue Code and any regulations thereunder. It shall be the duty of Administrator to send to Client, upon Client's reasonable request, such information which Administrator has within its possession as will permit Client to make the annual reports. It shall be the duty of Client to provide the Members with summary annual reports as required by ERISA and any regulations under it.

3. Plan Administrator: It is expressly understood and agreed by the Parties that any and all duties assigned by ERISA and any regulations thereunder to the Plan Administrator including, but not limited to, those duties specified in the Plan shall be deemed for purposes of this Agreement as duties of Client and not those of Administrator.

B. **Continuation Coverage**. It is also expressly understood and agreed by the Parties that the compliance with continuation coverage requirements imposed on group health plans by ERISA, the Internal Revenue Code and the Public Health Service Act (including the regulations thereunder) shall be the sole obligation of Client under this Agreement and not the obligation of Administrator. Further, Administrator will not accept payment directly from any employee or former employee (or dependent of such employee or former employee) who is eligible for continuation coverage under the Plan. It shall be the responsibility of Client (and not Administrator), or such other third party administrator handling the group health plan of which the Plan is a part, to collect the premiums due from the employee or former employee (or dependent of such employee or former employee) for continuation coverage and to satisfy any and all other COBRA duties and responsibilities relating thereto.

C. **HIPAA and Privacy and Security**.

1. Client shall be solely responsible for any and all duties and responsibilities applicable to Client under HIPAA and similar state law that may apply to the Plan offered under this Agreement at any time, including but not limited to those provisions applicable to Client relating to portability, non-discrimination, privacy and security. The Parties agree to sign a HIPAA Business Associate Agreement in the form attached hereto as Exhibit B.

IN WITNESS WHEREOF, Administrator and Client have caused this Agreement to be executed and delivered by their respective authorized Representatives as of the Effective Date.

Client: Indian River County Board of County Commissioners

By: _____

Printed Name: _____

Its: _____

Administrator: RxBenefits, Inc.

By: _____

Printed Name: Sara Epstein

Its: Chief Legal Officer

[*Exhibit A (Client Application) Follows*]

EXHIBIT A

CLIENT APPLICATION

January 1, 2025

[IMPORTANT – PLEASE READ CAREFULLY: Client should carefully review this Exhibit A, which has been completed by Administrator, in order to ensure its accuracy and completeness. Client shall promptly notify Administrator of any inaccuracy or omission with respect to the terms and conditions, if applicable (including, without limitation, the Client Information in Section A).]

A. CLIENT INFORMATION

Client's Name: Indian River County Board of County Commissioners

Client's Mail Address: 1801 27th Street, Vero Beach, Florida 32960-3365, United States

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B. PLAN DESIGN; MEMBER COST SHARE

Member Cost Share:

Please see current Summary of Benefits.

Client represents and warrants that the design of Client's Plan as reflected in a Plan Design document for Client ("PDD"), accurately reflects the applicable terms of Client's Plan for purposes of this Agreement. Client shall provide Administrator with ninety (90) days prior written notice of any proposed changes to the design of Client's Plan (including the PDD), which changes shall be consistent with the scope and nature of the services to be provided by Administrator under this Agreement. Client agrees that it is responsible for Losses resulting from (a) any failure to implement Plan Design changes which are not communicated in writing to Administrator, or (b) implementation of verbal or written direction regarding exception or overrides to the PDD. In addition, Client shall notify Members of any Plan Design changes prior to the effective date of any such changes as required by applicable law.

C. SERVICES; FORMULARY; PRICING GUARANTEES.

1. **Base Administrative Services:** The following services are the base administrative services made available to Client and its Members pursuant to the Agreement (including this Exhibit A) (the "Base Administrative Services"), as applicable:

- Administration of eligibility submitted via telecommunication or electronically
- Eligibility maintenance
- Client support system for on-line access to current eligibility
- Administration of Client's Plan Design
- In-network claims adjudication via on-line claims adjudication system
- Designated Account Team
- Client clinical and plan consulting, analysis and cost projections
- Annual analysis of program utilization and impact of plan design and managed care interventions
- Welcome Package and ID Cards (hard copy or digital) for new Members
- Standard Member communications
- Toll-free telephone access to customer service for the program for use by Members and Client's benefits personnel and Representatives

2. **Additional Administrative Services**. Client will pay for additional administrative services (the "Additional Administrative Services") beyond those included in the Base Administrative Services that are requested by Client and provided or made available by Administrator under the program as follows:

2.1 Transaction Fees

Administrative Services	Fees
Transaction Fees Payable for Administrative Services (per Article IV.B of the Agreement)	$0.65 **per Prescription Drug Claim**
Transaction Fees Payable for Administrator's Protect Program	
	$2.25 per claim
Reviews and Appeals Management	
Initial Determinations (i.e. coverage reviews) and Level One Non-Urgent Appeals under the UM program. Examples: Prior Authorization, Step Therapy, Drug Quantity Management	Included in the existing utilization management PMPM charge **OR** Included in the existing PA charge of $55 per initial determination **OR** No Charge if Client elects HDCR[1]
Initial Determinations and Level One Non-Urgent Appeals for benefit reviews. Examples: copay review, plan excluded drug coverage review, administrative plan design review.	$55 per initial determination
Final Internal Appeals – Level Two Appeals and/or Urgent Appeals for UM, formulary, and benefit reviews.	$10 per review **OR** No Charge if Client elects HDCR[1]
External Reviews by Independent Review Organizations - for non-grandfathered plans	$800 per review **OR** No Charge if Client elects HDCR[1]
Miscellaneous	
Third Party Integration Fees	Charges passed through from provider or mutually agreed upon by Parties

[1]Reviews not managed by Administrator under HDCR may incur an additional charge.

The following terms and conditions apply only if client does not elect HDCR or for reviews not conducted by Administrator under HDCR:

- Initial determination – this is the first review of drug coverage based on the Plan's conditions of coverage. Initial determinations are also referred to as initial reviews, coverage reviews, prior authorization reviews, UM reviews, or benefit reviews.
- The Level 2 and Urgent Appeal Service is an optional service for Clients to enroll in and there is an incremental fee of $10 per initial determination.
- Level 2 and Urgent Appeals are not included in the UM package fees.
- The Level 2 and Urgent Appeal Service fee is not charged per appeal. It is charged for each initial review. This allows Client to better estimate their appeal costs since it is based on the number of initial determinations. The fees cover the legal and operational costs involved with handling final and binding appeal reviews, which includes, but is not limited to the following: staffing of clinical professionals and supportive personnel, notifications to patients and prescribers, and maintaining a process aligned with state and federal regulations.
- Charges for the Level 2 and Urgent Appeal Service are billed on the monthly admin invoice for completed initial determination for UM, formulary, and benefit reviews. No subsequent charges are incurred when cases are appealed.
- Appeals can be deemed urgent at Level 1 or Level 2. Urgent appeal decisions are final and binding. If a Level 1 Appeal is processed as urgent, there is no Level 2 appeal.

PBM Services	Fees
Advanced Utilization Management (AUM Bundle)	
	$0.46 / PMPM or Passed through from PBM
Member-submitted paper claims processing fee Commercial Medicaid or Medicare subrogation claims fee	$3.00 per claim $3.00 per claim
Advanced Opioid Management Program	$0.32 / PMPM (If Elected)
ACA Statin "Trend Management" Program	$0.03 / PMPM (If Elected)
Combined Benefit Management	
Services to manage combined medical-pharmacy benefits that are not a consumer-directed health (CDH) plan. Services include ongoing management of the data exchange platform with the medical vendor/TPA, production monitoring and quality control, and designated operations team. Combined benefit types may include deductible, out of pocket, spending account, and lifetime maximum.	$0.10 PMPM per combined accumulator up to maximum of $0.20 PMPM for existing connection with medical carrier or TPA. Fees to establish connection with new medical carrier or TPA are quoted upon request.
Basic Network Pharmacy Audit	No Charge, 100% of recoveries passed back to Client

Comprehensive Consumer Driven Health (CDH) Solution	
Technical Bi-directional data exchange; dedicated operations; 24-hour a day, seven-days a week monitoring and quality control; performance reporting; and analytics Decision Support Dedicated CDH member services, Prescription Benefit Review Statements, Retail Pricing Transparency Member Adherence ScreenRx Preventive Medications Member Education Proactive, personalized member communications open enrollment tools and member communications library, robust online features, and preventive care proactive, personalized member communications	$0.48 PMPM *these charges would be in addition to any pricing adjustments if greater than ten percent of Client's total utilization for all Plans is attributable to a CDHC. These services and fee are required for all CDH enrollees.
ScreenRx for PPO Plans	$0.25 PMPM (If Elected)
Medicare Part D – Retiree Drug Subsidy (RDS)	
RDS enhanced service (ESI sends reports to CMS on behalf of Client) (i) Notice of Creditable Coverage	$1.12 PMPM for Medicare-qualified Members with a minimum annual fee of $7,500 $1.35/letter + postage
RDS standard service (ESI sends reports to Client) A. Notice of Creditable Coverage	$0.62 PMPM for Medicare-qualified Members with a minimum annual fee of $5,000 $1.35/letter + postage
Communication with physicians and/or members (e.g., program descriptions, notifications, formulary compliance, non-Medicare EOBs, etc.	$1.35/letter + postage
Medicare EOB	$1.75/letter + postage
Custom non-standard materials	Priced upon request
Electronic Pharmacy Benefit Eligibility Verification	
Eligibility confirmation of pharmacy benefit coverage shared with prescribers and other healthcare professionals through their Electronic Medical Records (EMR) or other digital channels. Pass-through charge to Client at PBM's preferred rate with data switch such as Surescripts.	
Miscellaneous	
RxDC Reporting (Submission of P2, D3-D8, and Narrative Response file via HIOS, and any other files deemed necessary)	Charges passed through from PBM
Coordination of Benefits - Custom reimbursement formula - Setup and ongoing maintenance - Product support	$0.01 PMPM, If Elected
PBM Services – No Additional Fee	
Customer service for Members	Electronic claims processing
Electronic/on-line eligibility submission	Plan setup
Standard coordination of benefits (COB) (reject for primary carrier)	Software training for access to on-line system(s)
FSA eligibility feeds	

A. Network Pharmacy Services	
Pharmacy help desk	Pharmacy reimbursement
Pharmacy network management	Network development (upon request)
B. Home Delivery Services	
Benefit education	Prescription delivery – standard
Reporting Services	
Web-based client reporting	Annual Strategic Account Plan report
Ad-hoc desktop parametric reports	Billing reports
Claims detail extract file electronic (NCPDP format)	Inquiry access to claims processing system
Load 12 months claims history for clinical reports and reporting	
Website Services	
Express-Scripts.com for Members — access to benefit, drug, health and wellness information; prescription ordering capability; and customer service	Mobile App for Members — Includes My Rx Choices, My Medicine Cabinet, Pharmacy Care Alerts, Refills and Renewals, and virtual prescription ID card.
Implementation Package and Member Communications	
• New Member packets (includes two standard resin ID cards or virtual cards, depending on PBM's procedures) • Member replacement cards printed via web (for hard-copy cards, charges are passed through from the PBM)	
• Member-requested replacement packets or Client requested re-carding	$1.50 + postage per packet or card
Clinical	
Concurrent Drug Utilization Review (DUR) Overrides a. Client-requested overrides b. Lost/stolen overrides c. Vacation supplies	No Charge

2.1 Administrator Protect Program

- If elected, the ***Low Clinical Value ("LCV")*** exclusion option prevents unnecessary spending by removing LCV medications from the formulary without impact to client rebates while providing equal or more effective medicines at a lower cost. LCV medications are drugs that treat common conditions that do not provide any additional or superior therapeutic value when compared to currently existing therapies already in the marketplace. These medications are excluded in addition to any products that would normally be excluded by the PBM Formulary. This exclusion occurs without affecting Rebate minimum guarantees or contracted discount rates. Administrator reserves the right to amend, from time to time, the list of low clinical value medications. The list of low clinical value medications may be updated quarterly. Client may request a current list of LCV medications.
- If elected, Administrator's ***High Dollar Claim Review***, ***Prior Authorization and Appeals program ("HDCR")***, will provide Client with umbrella protection against high-cost Prescription Drug Claims for approved non-specialty formulary drugs. Prescription Drug Claims over the threshold dollar amount are flagged prior to payment and reviewed for clinical appropriateness. This additional level of clinical oversight protects against unnecessary spending, saving clients money and providing improved visibility into claim reviews, decision processes, and cost savings. If HDCR is elected, Administrator's **Complex Clinical Intervention ("CCI")** program is included. CCI addresses complex case management issues for Members on a trajectory to

generate more than $250,000.00 in annual pharmacy plan spend. Clinical pharmacists reach out to Prescribers to request and review medical documentation and tackle issues such as redundant therapies, dosing errors, potential drug-on-drug interactions, and medication misuse. If HDCR is elected, Administrator's **Therapeutic Interchange for High-Cost Specialty Medications ("HTI")** identifies and promotes lower cost, clinically effective alternatives for certain categories of drugs.

- The following may apply to HDCR:
  - Administrator manages the clinical review process for high dollar claims, providing oversight of the process. Administrator communicates trends and savings results to clients through detailed reporting and analytics.
  - Review turnaround time is dependent on prescriber activity and whether additional information is required. If additional information is required, the reviewer will attempt to contact physician at least once daily for three days; direct contact with the prescriber will discontinue after the third day. The majority of reviews are completed with a disposition within 24 to 72 hours.
  - Following a clinical review, one of four actions will occur: (i) the medication is ***approved***, (ii) the medication claim is ***denied***, (iii) the prescriber may decide to ***withdraw*** and prescribe a different medication, or (iv) the reviewer can ***dismiss or deny*** the claim due to lack of communication from the prescriber; or
  - If denied, an appeal process is available.
- If HDCR is elected, the Administrator will also manage all other Prior Authorizations and Appeals.
  - Following a clinical review, one of four actions will occur: the medication is ***approved***, the medication claim is ***denied***, the doctor may decide to ***withdraw*** and prescribe a different medication, or the reviewer can ***dismiss or deny*** the claim due to lack of communication from the prescriber;
  - If denied, the appeal process is available.
- The appeal process:
  - If an initial review is denied, the Member may appeal the decision to have a different pharmacist reviewer evaluate the prior authorization.
  - If the denial is upheld upon first appeal, a second appeal may be made, which may be completed in consultation with a peer physician reviewer from an Independent Review Organization.
  - If the denial is again upheld upon second appeal, a final appeal for a Federal External Review completed by an Independent Review Organization may be made.
  - If the denial is upheld by the final review, the appeal process has been exhausted and the decision is final and binding.

- ***Foundational Utilization Management ("UM")***. UM is a bundling of evidence-based clinical programs commonly used to provide appropriate clinical oversight of prescription drug claims. UM ensures the correct clinical evaluation processes are in place. Appropriate quantity limit ("QL") promotes FDA-approved dispensing guidelines and generally accepted medical treatment guidelines by ensuring appropriate quantities are dispensed. Step Therapy ("ST") ensures the most clinically appropriate item is used as initial therapy as part of adhering to generally accepted medical treatment guidelines. When faced with two similar agents, the lowest cost option is promoted first. Prior Authorizations ("PA") ensure FDA-approved and generally accepted medical treatment guidelines with respect to indications are being met. Utilizing the

PBM or Administrator-developed criteria, Administrator has carved out the QL/ST exception review process as well as all specialty and non-specialty PA reviews to be independently reviewed and documented utilizing a documentation system that allows for ease of auditing through increased visibility of clinical decisions. This component requires that Client elect a standard Utilization Management Program promoted by Administrator. If Client has elected UM and Administrator's Protect program, UM is managed by Administrator. If Client has elected UM but not Administrator's Protect program, UM may be managed by PBM. The following may apply to UM:

- Review turnaround time is dependent on prescriber activity and whether additional information is required. If additional information is required, the reviewer will attempt to contact physician at least once daily for three days; direct contact with the prescriber will discontinue after the third day. The majority of reviews are completed with a disposition within 24 to 72 hours;
- Following a clinical review, one of four actions will occur: (i) the medication is ***approved***, (ii) the medication claim is ***denied***, (iii) the prescriber may decide to ***withdraw*** and prescribe a different medication, or (iv) the reviewer can ***dismiss*** or ***deny*** the claim due to lack of communication from the prescriber; or
- If denied, an appeal process is available.

2.2 Protect Program Guarantee

- **General**: The Administrator clinical programs elected by Client shall be collectively referred to as the "Protect Solutions" for purposes of this Exhibit A. The fees associated with the Protect Solutions which are invoiced to the client shall be referred to herein as the "Protect Fees".
- **Protect ROI Guarantee**: Administrator guarantees that Client will generate savings from the Protect Solutions ("Protect Savings") that are equal to or greater than the Protect Fees paid by Client during the given Contract Year (the "Protect ROI Guarantee"). To the extent that the Protect Fees exceed the Protect Savings in a given Contract Year, Administrator will pay Client an amount equal to the difference between the Protect Fees and the Protect Savings (the "Protect Guarantee Payment").

    - For Clients with one thousand (1,000) Members or more, the Protect ROI Guarantee shall be 2:1. This means that following Client's Contract Year, if necessary, Administrator's Protect Guarantee Payment will consist of reimbursing Client for Protect Fees in an amount such that the ratio of Client's Protect Savings to Client's net Protect Fees is 2:1. Notwithstanding the foregoing, in no event will Administrator reimburse Client in an amount greater than the Protect Fees paid by Client during the applicable Contract Year. For purposes of calculating Member count, Administrator shall, on a monthly basis, calculate how many Members are active during the given month. At the end of the Contract Year, Administrator shall take the sum total of each month and divide it by the number of months in the Contract Year. If the average Member count over the course of the Contract Year is 1,000 Members or greater, the Protect ROI Guarantee shall be 2:1. At no point during the Contract Year can the monthly Member count fall below 900 Members; in the event that it does, the Protect ROI Guarantee for the Contract Year shall revert to 1:1 (as described in the immediately preceding paragraph).

- **Conditions**:
    - Client's entire population must be enrolled in the Protect Solutions for Client to be eligible for the Protect ROI Guarantee. If any portion of Client's population is not enrolled in the Protect Solutions for the entire applicable Contract Year, the Protect ROI Guarantee will not be applicable to Client. Administrator reserves the right not to honor the Protect ROI Guarantee if Client makes overrides from the Protect Program Claims reviews/appeals.
    - **Eligibility**. To be eligible for the Protect ROI Guarantee, Administrator's LCV and HDCR programs (including PA, HTI, and CCI) must be elected and Administrator (or a vendor

designated by Administrator) must be the PA reviewer for all PA requests.

- **Protect Savings Validation**: Protect Savings are calculated using a proprietary methodology developed by Administrator that analyzes rejected Claims and the paid alternatives to calculate definitive actual-dollar savings realized as a result of the Protect Solutions. Protect Savings generated by the PA and appeals process are based on the AWP contracted discount for the specific drug involved in a Claim. Protect Savings generated by the HDCR process are based on the net cost after actual discount. Administrator may use information from PBM in its calculation of Protect Savings (e.g., AWP, gross cost, plan cost, member cost, rejected Claims data). Generic product identifier (GPI) and national drug code (NDC) data will be retrieved from Medi-Span.

- Within one hundred and twenty (120) days after the end of each Contract year, Administrator shall report to Client performance for the Protect ROI Guarantee. If Protect Savings exceeds Protect Fees during a Contract Year, no payment shall be made by Administrator to Client. If Protect Fees exceed Protect Savings, amounts due resulting from an Administrator failure to meet the Protect ROI Guarantee, shall be calculated and paid to Client within thirty (30) days following Administrator's reconciliation report.

- The Protect Guarantee Payment, if any, shall be issued as a credit to Client's account. Client must have the Protect Solutions in place for the entirety of the applicable Contract Year – and such Contract Year must be at least twelve (12) months in length – to be eligible for the Protect ROI Guarantee. If this Agreement is terminated prior to the end of a given Contract Year or if the Agreement is terminated in breach of the terms of the Agreement (e.g., insufficient notice of non-renewal is given), then Administrator is not required to meet the Protect ROI Guarantee set forth above. No Protect Guarantee Payment will be paid (a) until this Agreement (including any applicable Client Application) is executed by Client, or (b) if the Administrative Services Agreement has been terminated as of the date that such Protect Guarantee Payment is to be paid to Client.

- If Client has not paid any outstanding invoice(s) when payment of the Protect Guarantee Payment, if any, is to be made, such outstanding amounts (including any applicable interest, service charge, or other outstanding amount) may be deducted from the Protect Guarantee Payment.

- In the event Administrator fails to meet the Protect ROI Guarantee, the Protect Guarantee Payment described above will be the sole and exclusive remedy available to Client for such failure.

3. **Pricing Terms.** The financial terms herein are conditioned on an exclusive arrangement and all other specified conditions set forth in this Exhibit A. Client will pay to Administrator the amounts set forth below, net of applicable Copayments. The application of Brand Drug and Generic Drug pricing below may be subject to certain "dispensed as written" (DAW) protocols and Client defined Plan Design and coverage policies for adjudication and Member Copayment purposes. Sales or excise tax or other governmental surcharge, if any, will be the responsibility of Client.

Members will always pay based on the logic below:

- Retail: Lowest of (i) the U&C price, (ii) Plan copayments/coinsurance, or (iii) discounted AWP (including MAC price, when MAC pricing is applicable) or (iv) Price Assure price, if applicable.

- Mail Order: Lower of (i) Plan copayments/coinsurance or (ii) discounted AWP (including MAC price, when MAC pricing is applicable).

- If no adjudication rates are specified herein, each Prescription Drug Claim will be adjudicated to Client

at the applicable ingredient cost and will be reconciled to the applicable guarantee as set forth herein. The discounted ingredient cost will be the lesser of MAC (as applicable), U&C or the applicable AWP discount. Prescription Drug Claims dispensed at ESI Mail Pharmacy will be adjudicated to Client at the applicable ingredient cost and will be reconciled to the applicable guarantee as set forth herein.

3.1 Pricing.

(a) Ingredient Cost. Administrator will offer an average aggregate annual discount as reflected below on Client utilization to be calculated as follows. The pricing below will be implemented as of the Addendum Effective Date. The pricing below will be guaranteed upon the start of Client's Initial Term or Renewal Term (as described in the Agreement) that begins on or after the Addendum Effective Date.

> [1-(total discounted AWP ingredient cost excluding dispensing fees and ancillary charges, and prior to application of Copayments) of applicable Prescription Drug Claims for the annual period divided by total undiscounted AWP ingredient cost (both amounts will be calculated as of the date of adjudication) for the annual period)]. Discounted ingredient cost will be the lesser of MAC (as applicable), U&C or AWP discount.

The Prescription Drug Claims that may be excluded from the reconciliation of the pricing guarantees are as identified in the "Prescription Drug Claims Excluded" paragraphs below in addition to Prescription Drug Claims dispensed in Puerto Rico, Guam, Northern Mariana Islands, Virgin Islands, Hawaii, Massachusetts, Alaska, West Virginia, and rural pharmacies. Furthermore, prices may vary in certain states for reasons such as most favored nations laws, other state or local legal requirements, geographic location, or other factors beyond the control of Administrator. In those situations, some Claims may be exempt from reconciliation of the financial guarantees set forth herein. All Claims may be aggregated for purposes of such rates. Additionally, under any retail pricing arrangement(s) subject to NADAC pricing, Administrator will retrospectively invoice Client for the difference between Client's contracted dispensing fee and any state mandated pharmacy dispensing fee resulting from claims incurred in any state that mandates the use of NADAC or another pricing benchmarks in pharmacy reimbursement.

PARTICIPATING PHARMACY	
BRAND	
• **PPO**	AWP – 19.85%
GENERIC	
• **PPO**	AWP – 85.85%
RETAIL MAINTENANCE NETWORK (84-90 DAYS' SUPPLY)	
BRAND	
• **PPO**	AWP – 23.25%
GENERIC	
• **PPO**	AWP – 85.85%
MAIL SERVICE PHARMACY	
BRAND	
• **PPO**	AWP – 22.35%
GENERIC	
• **PPO**	AWP – 92%

Prescription Drug Claims Excluded: Specialty Products (other than specialty guarantee), 340B Claims, Subrogation Claims, long term care pharmacy claims, Member Submitted Claims, compounds, OTC products (excluding insulin, diabetic supplies, and test strips), Vaccine Claims, U&C, Exclusive or Limited Distribution Products, claims that may be subject to ancillary charges, COVID test kits, COVID antivirals, Prescription Drug Claims filled through In-House Pharmacies that are No Bill, No Remit or that have not entered into an ESI pharmacy network agreement, and COB claims.

(b) Dispensing Fee. Administrator will guarantee an average aggregate annual per Prescription Drug Claim dispensing fee on Client utilization to be calculated as follows:

[total dispensing fee of applicable Prescription Drug Claims for the annual period divided by total of applicable Prescription Drug Claims for the annual period]

PARTICIPATING PHARMACY	
BRAND	
• **PPO**	$0.45 dispensing fee
GENERIC	
• **PPO**	$0.45 dispensing fee
RETAIL MAINTENANCE NETWORK (84-90 DAYS' SUPPLY)	
BRAND	
• **PPO**	$0.45 dispensing fee
GENERIC	
• **PPO**	$0.45 dispensing fee
ESI MAIL PHARMACY	
BRAND	
• **PPO**	$0.00 dispensing fee
GENERIC	
• **PPO**	$0.00 dispensing fee

Prescription Drug Claims Excluded: Specialty Products (other than specialty guarantee), 340B Claims, Subrogation Claims, long term care pharmacy claims, Member Submitted Claims, compounds, OTC products (excluding insulin, diabetic supplies, and test strips), Vaccine Claims, U&C, Exclusive or Limited Distribution Products, claims that may be subject to ancillary charges, COVID test kits, COVID antivirals, Prescription Drug Claims filled through In-House Pharmacies that are No Bill, No Remit or that have not entered into an ESI pharmacy network agreement, and COB claims. Claims dispensed at West Virginia pharmacies or Claims subject to NADAC or another pricing benchmark required by law for pharmacy reimbursement may be excluded from dispensing fee guarantees.

Dispensing Fees are inclusive of shipping and handling. If carrier rates (i.e., U.S. mail and/or applicable commercial courier services) increase during the Term of this Agreement, the Dispensing Fee guarantees will not be increased to reflect such increase(s).

When traditional pricing is prohibited, or state law mandates a pharmacy dispensing fee, any charges, expenses, or fees associated with applicable Claims or otherwise assessed by PBM will be passed through to Client by Administrator.

Guarantees will be measured and reconciled on an annual basis within 180 days of the end of each Contract Year. The guarantees are annual guarantees - if this Agreement is terminated prior to the completion of the then current contract year or if the applicable Term or Renewal Term being reconciled is less than twelve (12) months in length (hereinafter, a "Partial Contract Year"), then the guarantees will not apply for such Partial

Contract Year. Furthermore, in the event Client terminates the Agreement outside the terms and conditions in the Agreement, Client forfeits the right to receive any shortfall payments for financial guarantees. To the extent Client changes its benefit design or Formulary during the Term of the Agreement, the guarantee will be equitably adjusted if there is a material impact on the discount achieved. If Client changes to a different pricing option during a contract year (for example, Rebate Reinvestment to Standard), Administrator will have the right to offset the performance of the multiple partial year measurements against one another within the same component during the annual reconciliation. Subject to the remaining terms of this Agreement, Administrator will pay the difference of Client's cost for any shortfall between the actual result and the guaranteed result. Shortfall payments for financial guarantees, if any, will not be paid until this Agreement, including any applicable Client Application, and any amendment(s) or addenda to this Agreement or Client Application, is signed. For purposes of measurement of any pricing guarantee in this Agreement or Amendments to this Agreement, over performance in any component will not be used to offset performance in any other measured pricing component.

Notwithstanding anything in this Agreement to the contrary, the Generic Drug guarantees set forth above will include only those Prescription Drug Claims that processed to Client for payment where the underlying prescription drug product was identified by Medi-Span as having a Multi-Source Indicator code identifier of "Y" on the date dispensed (or was identified by Medi-Span as having a Multi-Source Indicator identifier of an "M," "N," or "O" on the date dispensed, but was substituted and dispensed by the ESI Mail Pharmacy as its "house generic"), unless such Prescription Drug Claim is otherwise excluded above. The Brand Drug guarantees set forth above will include only those Prescription Drug Claims that processed to Client for payment where the underlying prescription drug product was identified by Medi-Span as having a Multi-Source Indicator code identifier of "M", "N", or "O" on the date dispensed (except in cases where the underlying prescription drug product was substituted and dispensed by the ESI Mail Pharmacy as its "house generic"), unless such Prescription Drug Claim is otherwise excluded above. The application of brand and generic pricing may be subject to certain "dispensed as written" (DAW) protocols and Client or Plan defined Plan Design and coverage policies for adjudication and Member Copayment purposes. If Medi-Span discontinues reporting Multi-Source Indicator identifiers, Administrator reserves the right to make an equitable adjustment as necessary to maintain the parties' relative economics and the pricing intent of this Agreement. Notwithstanding anything in this Agreement to the contrary, any Rebate guarantees set forth in this Agreement will be reconciled using the BGA. Any generic claim that is considered a Single Source Product will be included in the generic reconciliation.

Any generic claim that is considered a Single Source Product will be included in the generic reconciliation.

(c) If Client elects PBM's Price Assure program, PBM will automatically integrate the GoodRx discount card at the point of sale for certain non-specialty retail generic claims at in-network retail pharmacies under contract to support the program. Client acknowledges and agrees that PBM may share Client/Member information with GoodRx while providing these services. Member cost for applicable generic claims will be either Client's current Member cost share or the GoodRx market price. GoodRx's cost calculation methodology may not be audited. If not otherwise excluded, Price Assure claims will be included in Client's existing ingredient cost and dispensing fee guarantees. Notwithstanding anything in this Agreement to the contrary, Client understands and agrees that any surplus value on retail generic claims within the Agreement will be applied towards meeting other retail channel guarantees in the Agreement between Client and Administrator. Client acknowledges and agrees that it is solely responsible for ensuring that its implementation of Price Assure complies with any applicable federal and state law including, but not limited to, laws, regulations, rules, ordinances and/or other guidance related to high deductible health plans (including but not limited to IRC Section 223). PBM and Administrator reserve the right to terminate or modify Price Assure without cause and upon notice. Client must notify PBM if they plan to terminate or modify Price Assure enrollment with 60 days' written notice. Client acknowledges and agrees that additional terms and conditions will apply to the Price Assure program which are available upon request.

3.2 <u>Specialty Products</u>

(a) Exclusive Specialty. For Exclusive Specialty arrangements, the specialty guarantee shall only apply to Plans for which the ESI Specialty Pharmacy is the exclusive pharmacy that may fill Specialty Products for Members, other than Exclusive or Limited Distribution Products not available at the ESI Specialty Pharmacy. Any Specialty Product dispensed at a Participating Pharmacy (for example, Limited Distribution Products not then available through ESI Specialty Pharmacy or overrides) will be reimbursed at the standard Participating Pharmacy Specialty Product rates shown below. Upon ESI Specialty Pharmacy acquisition of Exclusive or Limited Distribution Products, Members will obtain prescriptions through ESI Specialty Pharmacy.

(b) Precision Specialty. In situations where regulations prevent implementation of Exclusive Specialty arrangements, Client may implement a Precision Specialty arrangement where the ESI Specialty Pharmacy or a Specialty Precision Network participating retail pharmacy are the exclusive pharmacies that may fill Specialty Products for Members (other than Exclusive or Limited Distribution Products not available at the ESI Specialty Pharmacy or a Specialty Precision Network participating retail pharmacy).

(c) Dispensing Fee for Specialty Products.

	Dispensing Fee*
Exclusive ESI Specialty Pharmacy	$0.00
Participating Pharmacy Specialty Products	$0.45
Limited Distribution Claims	$0.45

* Dispensing Fees are inclusive of shipping and handling. If carrier rates (i.e., U.S. mail and/or applicable commercial courier services) increase during the Term of this Agreement, the Dispensing Fee guarantees will not be increased to reflect such increase(s).

(d) **SPECIALTY NET EFFECTIVE DISCOUNT GUARANTEE** Administrator guarantees the overall annual net effective discount for the products listed on the Specialty Products List (excluding Limited Distribution Products) pursuant to the table below. Within one hundred and eighty (180) days following the end of each Contract Year, Administrator will calculate the actual net effective discount for the products listed on the Specialty Products List to determine if the guarantee has been met. Client will retain any amount that the actual net effective discount exceeds the guaranteed net effective discount. The calculation for the actual net effective discount will be as follows: ((Total Ingredient Cost for the products listed on the Specialty Products List) divided by (Total AWP for the products listed on the Specialty Products List)) minus 1. This guarantee is contingent on Client's participation in the National Preferred Formulary or Basic Formulary and an exclusive, precision, or open specialty arrangement, as applicable. For Exclusive Specialty guarantees to be reconciled annually and any shortfalls paid, Client must be enrolled in the Exclusive Specialty program for the entire Contract Year.

Average Annual Ingredient Cost Guarantee: Open Specialty Arrangements	AWP- 19.5%
Average Annual Ingredient Cost Guarantee: Limited Distribution Claims (does not apply to gene therapy)	AWP – 15.25%

(e) Exclusions. In addition to the general exclusions identified above in Sections C.3.1(a), (b) ("Prescription Drug Claims Excluded"), all non-Specialty Products and all Exclusive or Limited Distribution Products (except for the Limited Distribution guarantee noted in the chart above) are excluded from the specialty guarantee.

(f) Ancillary Supplies, Equipment, and Services. For Specialty Products needing an additional charge to cover costs of all ASES required to administer the Specialty Products, Administrator, ESI or ESI

Specialty Pharmacy will bill at the following standard per diem and nursing fee rates set forth below, maintained and updated by ESI from time to time. If ESI elects to bill Client's medical plan for ASES, Administrator will work with ESI to coordinate the invoicing and payment of ASES through Client's medical plan. If Client's medical plan will not cover the cost of ASES billed through ESI or ESI Specialty Pharmacy, Client shall be responsible for the costs of all ASES. If a Specialty Product dispensed or ASES provided by ESI Specialty Pharmacy is billed to Administrator or a Client directly by ESI Specialty Pharmacy instead of being processed through ESI, Client will timely pay Administrator, and Administrator will timely pay ESI Specialty Pharmacy for such claim pursuant to the rates below. ESI Specialty Pharmacy shall have 360 days from the date of service to submit such electronic or paper claim.

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

(g) Specialty Products will be excluded from the non-specialty price guarantees set forth in the Agreement. In no event will the ESI Mail Pharmacy or Participating Pharmacy pricing terms specified in the Agreement, including, but not limited to, the annual average ingredient cost discount guarantees, apply to Specialty Products.

3.3 Vaccine Claims. NO VACCINE CLAIMS WILL BE INCLUDED IN ANY PRICING OR REBATE GUARANTEE SET FORTH IN THE AGREEMENT).

(a) General terms applicable to Vaccine Claims

1. "Vaccine Claim" means any Claim processed with a GPI-2 of 17 or 18.

2. "Vaccine Vendor Transaction Fee" means the data interchange fee that ESI is charged by its third party vendor to convert Vaccine Claims submitted electronically by physicians to NCPDP 5.1 format in order for PBM to process the claim.

3. Vaccine Claims shall adjudicate at the lower of U&C or the amounts shown in the table below. In the case of Vaccine Claims, the U&C shall be the retail price charged by a Participating Pharmacy for the particular vaccine, including administration and dispensing fees, in a cash transaction on the date the vaccine is dispensed as reported to PBM by the Participating Pharmacy.

4. The Vaccine Administration Fee for Vaccine Claims for Members enrolled in Client's Medicaid programs, if any, will be capped at the maximum reimbursable amount under the state Medicaid program in which the Member is enrolled.

5. All Vaccine Claims will be subject to any Transaction Fees set forth in the Agreement.

6. Vaccine Claims will be charged a program fee of $2.50 per Vaccine Claim (except for Medicare Part D covered Vaccine Claims, if applicable). The Vaccine Program Fee will be billed separately to Client as part of the administrative invoice according to the billing frequency set forth in this Agreement.

(b) Commercial (Including Medicaid and Exchange, if applicable)

	Participating Pharmacy INFLUENZA	Participating Pharmacy ALL OTHER VACCINES	Member Submitted Vaccine Claims (excluding foreign claims)
Vaccine Administration Fee	Pass-Through (capped at $20 per vaccine claim)	Pass-Through (capped at $25 per vaccine claim and $40 per covid vaccine claim)	Submitted amount
Ingredient Cost	Participating Pharmacy Ingredient Cost as set forth in the Agreement	Participating Pharmacy Ingredient Cost as set forth in the Agreement	Submitted amount
Dispensing Fee	Participating Pharmacy Dispensing Fee as set forth in the Agreement	Participating Pharmacy Dispensing Fee as set forth in the Agreement	Submitted amount
Administrative Fee/Vaccine Claim	Administrative Fee per Prescription Drug Claim as set forth in the Agreement		Administrative Fee per Prescription Drug Claim (plus manual claim administrative fee) as set forth in the Agreement
Vaccine Program Fee	$2.50 per vaccine claim		N/A

(c) Medicare Part D Covered Vaccine Claims: Medicare Part D Vaccine Claims shall adjudicate at the lower of U&C or the amounts shown in the table below.

	Participating Pharmacies/ESI Mail Pharmacy/ESI Specialty Pharmacy	Member Submitted Vaccine Claims (excluding foreign claims)	Vaccine Claims Submitted Electronically by Physicians
Vaccine Administration Fee	Pass-Through (capped at $25 per Vaccine Claim)	Lower of submitted amount or pharmacy contracted rate (capped at $25 if administered at a Participating Pharmacy)	Pass-Through (capped at $25 per Vaccine Claim)

Ingredient Cost	Pass-Through	Lower of submitted amount or pharmacy contracted rate	Pass-Through
Dispensing Fee	Pass-Through	Lower of submitted amount or pharmacy contracted rate	Pass-Through
Vendor Transaction Fee	N/A	N/A	Pass-through at ESI cost for Vendor Transaction Fee (currently $3.75, subject to change)

D. REBATES

1. Rebate Amounts. Subject to: (i) the conditions set forth in Sections 2 through 4 below and elsewhere in this Agreement; and (ii) Client meeting the Plan Design conditions identified in the table below, the following guaranteed amounts will be payable to Client during the Term of this Agreement:

REBATES PER BRAND DRUG	FORMULARY: ESI NATIONAL PREFERRED
PARTICIPATING PHARMACIES (1-83 DAYS' SUPPLY)	
• **PPO**	$293.00 per Brand Drug claim
RETAIL MAINTENANCE NETWORK (84-90 DAYS' SUPPLY	
• **PPO**	$812.00 per Brand Drug claim
MAIL SERVICE PHARMACY	
• **PPO**	$812.00 per Brand Drug claim
SPECIALTY PRODUCTS	
• **PPO**	$3,421.00 per Brand Drug claim

(1) Specialty Rebates may be impacted if Client changes the days' supply allotment for specialty claims.

The Extended Days' Supply pricing set forth in this Agreement shall be subject to certain requirements, as follows. Extended Days' Supply shall mean; (1) for all lines of business other than Medicare or EGWP, any supply of a covered drug of 84 days or greater; and (2) for Medicare or EGWP, if applicable, any supply of a covered drug of 35 days or greater. Certain Participating Pharmacies have agreed to participate in the extended (84 – 90) day supply network ("Maintenance Network") for maintenance drugs. Rebate amounts in the 84 – 90 Days' Supply row in the table set forth above are applicable only if Client implements a Plan Design that requires Members to fill such days' supply at a Maintenance Network Participating Pharmacy (i.e., Client must implement a Plan Design whereby Members who fill extended days' supply prescriptions at a Participating Pharmacy other than a Maintenance Network Participating Pharmacy do not receive benefit coverage under the Plan for such prescription). If no such Plan Design is implemented, Rebate amounts for such days' supply will be the same as for Prescription Drug Claims for less than an 84 days' supply, and Rebate amounts for an 84 – 90 days' supply in the table set forth above shall not apply, even if a Maintenance Network Participating Pharmacy is used.

2. **Exclusions For Non-Specialty Rebates:** Specialty Products, Member Submitted Claims, Subrogation Claims, Exclusive or Limited Distribution Products, COVID test kits, COVID antivirals, Vaccine Claims, OTC products (excluding insulin, diabetic supplies, and test strips), Claims Older than 180 days, Claims filled through In-House Pharmacies that do not utilize PBM for rebates, 340b Claims, COB claims, and claims pursuant to a 100% Member Copayment plan are not eligible for the guaranteed Rebate amounts set forth in Section D.1 above.

Exclusions For Specialty Rebates: Member Submitted Claims, Subrogation Claims, Exclusive or Limited Distribution Products, COVID test kits, COVID antivirals, Vaccine Claims, OTC products (excluding insulin, diabetic supplies, and test strips), Claims Older than 180 days, Claims filled through In-House Pharmacies that do not utilize PBM for rebates, 340b Claims, COB claims, and claims pursuant to a 100% Member Copayment plan are not eligible for the guaranteed Rebate amounts set forth in Section D.1 above

3. Rebate Payment Terms. Subject to the conditions set forth herein, Administrator will receive from ESI the quarterly Rebate payments within approximately one hundred twenty (120) days following the end of a calendar quarter for Rebates received during the prior calendar quarter. Upon receipt, Administrator will credit Client's account. For Prescription Drug Claims dispensed through in-house pharmacies, if applicable, Rebate payments shall only be paid if ESI is billing pharmaceutical manufacturers on behalf of the in-house pharmacies.

4. Conditions

4.1 PBM contracts with pharmaceutical manufacturers for Rebates on its own behalf and for its own benefit, and not on behalf of Client. Accordingly, PBM retains all right, title and interest to any and all actual Rebates received from manufacturers. PBM will pay to Administrator (and Administrator shall pay to Client) amounts equal to the Rebate amounts allocated to Client, as specified above, from PBM's general assets (neither Client, its Members, nor Client's Plan retains any beneficial or proprietary interest in PBM's general assets). Client acknowledges and agrees that neither it, its Members, nor its Plan will have a right to interest on, or the time value of, any Rebate payments received by PBM during the collection period or moneys payable under this Section. No amounts for Rebates will be paid until this Agreement, including any applicable Client Application, is executed by Client. PBM and Administrator will have the right to apply Client's allocated Rebate amount to unpaid Fees. PBM will retain Manufacturer Administrative Fees on Specialty Products.

4.2 PBM reserves the right to adjust the Rebate guarantees if Rebate revenue is materially decreased because Brand Drugs move off-patent to generic status or due to a change in applicable law.

4.3 Client acknowledges that it may be eligible for Rebate amounts under this Agreement only so long as Client, its affiliates, or its agents do not contract directly or indirectly with anyone else for discounts, utilization limits, Rebates or other financial incentives on pharmaceutical products or formulary programs for Prescription Drug Claims processed by PBM pursuant to the Agreement, without the prior written consent of PBM. In the event that Client negotiates or arranges with a pharmaceutical manufacturer for Rebates or similar discounts for any Covered Drugs hereunder, but without limiting PBM's right to other remedies, PBM may immediately withhold any Rebate amounts earned by, but not yet paid to, Client as necessary to prevent duplicative Rebates on Covered Drugs. To the extent Client knowingly negotiates and/or contracts for discounts or Rebates on claims for Covered Drugs without prior written approval of PBM, such activity will be deemed to be a material breach of this Agreement, entitling PBM to suspend payment of Rebate amounts hereunder and to renegotiate the terms and conditions of this Agreement.

4.4 Under its Rebate program, PBM may implement PBM's Formulary management programs and controls, which may include, among other things, cost containment initiatives, and communications with Members, Participating Pharmacies, and/or physicians. PBM reserves the right to modify or replace such programs from time to time. Guaranteed Rebate amounts, if any, set forth herein, are conditioned on adherence to various Formulary management controls, benefit design requirements, claims volume, and other factors stated in the applicable pharmaceutical manufacturer agreements, as communicated by PBM to Client from time to time. If any government action, change in law or regulation, change in the interpretation of any law or regulation, or any action by a pharmaceutical manufacturer has an adverse effect on the availability of Rebates, then PBM and Administrator may make an adjustment to the Rebate terms and guaranteed Rebate amounts, if any, hereunder.

4.5 Subject to the conditions set forth herein, the quarterly rebates paid to Client shall be reduced by the aggregate difference between the Anchor Date Rebate (defined herein) plus an Inflationary Factor

(defined herein), and the New Rebate (defined herein), for the drugs impacted by the American Rescue Plan Act of 2021, during each calendar quarter. Impacted drugs are drugs that have a material reduction in price or negotiated rebate due to removal of the Average Manufacturer Price cap under the American Rescue Plan Act of 2021. "Inflationary Factor" is defined as the average year-over-year price increase of the applicable category for the impacted drug. "Anchor Date Rebate" is defined as the Rebate for an impacted drug within the 30-day period preceding the change in price of such drug. "New Rebate" is defined as the Rebate for an impacted drug within the 30-day period following the change in price of the impacted drug.

4.6 Client's quarterly rebate guarantee payments may be reduced by the Rebate Credit for low list price biosimilars for the remainder of the term of the Agreement. "Rebate Credit" means the aggregate difference between (i) the Rebate applied to the reference or standard list price biosimilar product and (ii) the Rebate applied to the low list price biosimilar product. The difference between the ingredient cost of a reference product or the standard list price biosimilar product and the low list price biosimilar product will be greater than the difference between the Rebate of such reference product or the standard list price biosimilar product and the low list price biosimilar product.

4.7 Rebate Acknowledgment; No Representation; Rebate Limitations. Client acknowledges that Administrator is not making any representation, warranty or guarantee of any kind or nature, either express, implied or otherwise, regarding the amount of Rebates to be paid or remitted to Client pursuant to this Agreement, except as specifically set forth in writing herein. In addition, Client waives, releases and forever discharges PBM and Administrator from any Losses arising from a pharmaceutical company's (a) failure to pay Rebates; (b) breach of an agreement related to Rebates; or (c) negligence or misconduct affecting Rebates. Client acknowledges that whether and to what extent pharmaceutical companies are willing to provide Rebates to Client may depend upon a variety of factors, including the content of the PDL, the Plan Design, Client meeting criteria for Rebates, and the extent of participation in PBM's formulary management programs, as well as PBM/Administrator receiving sufficient information regarding each Claim for submission to pharmaceutical companies for Rebates. Client acknowledges and agrees that PBM may, but shall not be required to, initiate any collection action to collect any Rebates from a pharmaceutical company. In the event PBM does initiate collection action against a pharmaceutical company to collect Rebates, PBM may offset any reasonable costs, including reasonable attorneys' fees and expenses, arising from any such action. Notwithstanding any provision of this Agreement to the contrary, Administrator shall only be responsible for payment of Rebates to Client pursuant to the terms of this Agreement if such Rebates are actually received by Administrator during the Term of this Agreement. In no event shall Administrator be obligated to pay Rebates to Client until Administrator receives payment for the same Rebates from PBM. In the event Client terminates the Agreement outside the terms and conditions in the Agreement, Client forfeits the right to receive any Rebates received by Administrator on Client's behalf after the date of such termination. Client acknowledges that Administrator shall not be obligated to pay Client any Rebates described herein until this Agreement, including any applicable Client Application, and any amendment(s) or addenda to this Agreement or Client Application, is signed by Client. PBM and Administrator reserve the right to apply Client's allocated Rebate amount to unpaid Fees.

5. Rebate amounts paid to Client pursuant to this Agreement are intended to be treated as "discounts" pursuant to the federal anti-kickback statute set forth at 42 U.S.C. §1320a-7b and implementing regulations. Client is obligated if requested by the Secretary of the United States Department of Health and Human Services, or as otherwise required by applicable law, to report the Rebate amounts and to provide a copy of this notice. PBM will refrain from doing anything that would impede Client from meeting any such obligation.

6. Notwithstanding anything in the Agreement to the contrary, in the event PBM does not receive a manufacturer payment for a particular Brand Drug claim due to its identification by a pharmaceutical manufacturer as being a 340B eligible claim (even where such claim may not meet the definition of a "340B Claim"), ESI may reduce a subsequent Rebate quarterly payment (or reconciliation payment, if applicable) to account for any previously-paid Rebate amounts attributable to such claim up to one year after the Claims date of service.

E. MISCELLANEOUS

1. Member Cost Share. Administrator and/or PBM may, but shall not be obligated to, dispense or cause to be dispensed a prescription even if the prescription is not accompanied by the applicable Member Cost Share described above in this Exhibit A. In the event a Member submits an insufficient Member Cost Share, Administrator shall have the right to invoice Client for, and Client shall have an obligation to pay Administrator (or its designee), the amount of the uncollected Member Cost Share(s). Client shall, in turn, have the right to recover uncollected Member Cost Shares from its Members at Client's determination. Shipping of prescriptions submitted without the appropriate Member Cost Share may be delayed.

2. Additional Optional Services: Charges for additional optional services not otherwise identified and priced in this Exhibit A (Client Application) shall be quoted upon request and/or as applicable. The Parties acknowledge that the arrangement between Administrator and PBM is a pass-through arrangement. To the extent Client requests or PBM administers services of PBM that are not outlined in this Agreement, Administrator will pass through any such charges from PBM to Client.

3. Translation Services. To the extent Client requests translation services from Administrator or PBM (for translating member materials, brochures, etc.) and there is a charge from Administrator's or PBM's translation services provider, such charge will be passed through to Client.

4. Reservation of Rights. Administrator expressly reserves (and Client hereby confirms, acknowledges and agrees to such reservation) the right to modify or amend financial provisions in this Agreement (including without limitation this Client Application/Exhibit A) in the event of:

   4.1 A change in the scope of services to be performed by Administrator or PBM or the assumptions upon which the financial provisions included in this Agreement are based (including PBM's pricing provided to Administrator) and/or: (1) any new – or change in existing – state or federal law or regulation, or the interpretation thereof, and/or; (2) any government imposed or industry wide change that would impede Administrator's ability to provide the pricing described in this Agreement, including without limitation any prohibition or restriction on the right of Administrator or any third party's ability to receive rebates from PBM and/or pharmaceutical manufacturers.

   4.2 Implementation or addition of a 100% Member paid plan.

   4.3 A change in the coverage of Medicare eligible Members, irrespective of the resulting change in total number of Members.

   4.4 A change to the methodology by which AWP is calculated or reported.

   4.5 A change in PBM's PDL or the PBM Prescribing Guide or Administrator's alignment with such PDL or PBM Prescribing Guide. In any event, Administrator will use its commercially reasonable efforts to provide Client with 30 days' notice prior to addition or removal of a drug from the PDL or PBM's Prescribing Guide. In the event safety concerns or regulatory action require PBM to remove a drug sooner, Administrator shall notify Client of the removal of a drug from the PDL or the Prescribing Guide within three (3) business days.

   4.6 Termination of Administrator's contractual arrangement with PBM.

F. The following pricing assumptions shall apply for purposes of this Agreement:

1. If Client decides to implement a mandatory generic, mandatory mail, step therapy or other program during the Term, ESI has agreed that proposed pricing terms other than rebate guarantees will remain unchanged.

2. ESI must agree to propose pricing based on its broad national retail network that includes all major national and regional pharmacy chains.

DISCOUNTS

3. The proposed "effective" generic discount and the generic discount guarantee calculation INCLUDES the following:
- MAC Generics
- Non-MAC Generics
- Single Source Generics
- Multi-Source Generics
- Generics in their FDC-granted exclusivity period
- Patent litigated claims
- Generics with limited supply
- Generic medications prescribed and/or dispensed in conjunction with a specialty medication

4. Ingredient Cost (including Member share) is defined as the lesser of the following:
- AWP-Discount %;
- MAC Price; or
- Usual & Customary Price.

5. Discount will always be calculated using this formula (all Claims, including ZBDs):
(1- [Ingredient Cost] / [AWP Price]) x 100.

6. "Gross Cost" is defined as: [Ingredient Cost] + [Dispensing Fee] + [Sales Tax].

7. ESI agrees to apply Client-specific guarantees to all pricing components:
- Discounts
- Rebates
- Admin Fees
- Dispensing Fees

8. During the Term, contract guarantees will not change unless one of the following items occurs which could change the economics of the pricing arrangement and would need to be evaluated: (i) a change in assumption or plan design; (ii) change in law; and/or (iii) change in pricing benchmarks.

9. There will be NO dispensing fee applied to Reversed/Rejected Claims.

CLAIMS ADJUDICATION

10. There will be no price floors for amount paid on any Prescription Drug Claims.

REBATES

11. Rebate revenue will not have any impact on discount guarantee reporting and/or true up.

12. Rebates will be paid for brand Prescription Drug Claims and at a flat minimum dollar-for-dollar guarantee basis

13. Contract rebate guarantees are not subject to change as a result of known brand patent expirations.

14. The rebate guarantees are not subject to formulary percentage criteria.

DATA

15. Audit files will be supplied to Client and Client's consultant directly from the source system and should include all Prescription Drug Claims processed including, but not limited to, paid, reversed and denied Prescription Drug Claims.

16. ESI will provide the above-mentioned extract at no charge to Client.

17. At no charge, ESI must be able to transfer data to Client's other vendor partners (e.g., medical plan administrator, stop loss vendor, disease management vendor, catastrophic claimant advocate, etc.), with an appropriate non-disclosure agreement in place.

18. ESI can provide the fully identified NCPDP expanded format to Client's consultant on a monthly basis at no additional charge for use by both the InfoLock team and the Pharmacy Analytics Team.

19. InfoLock Data and Pharmacy Analytics team feeds that are in place will be honored even after termination at no cost to Client or Client's consultant. In other words, if the Agreement is not renewed following the Term, InfoLock must still receive the 4th quarter data even though it will not be available until after termination of this Agreement.

AUDITS

20. Third Party Audits- Client may employ a third-party auditor, at Client's sole cost and expense, to conduct audits of the terms of this Exhibit A, including, but not limited to:

Pharmacy Claims transactions
Financial performance guarantees

21. Client's consultant (Lockton) may perform a pre-implementation audit prior to the Effective Date.

MISCELLANEOUS

22. Any costs bidding entities may incur as it relates to attending meetings, site visits or negotiations are the responsibility of Administrator.

23. Client may not terminate this Agreement without cause and may only terminate this Agreement as expressly provided for in Article VI of the Agreement.

24. Coordination of Benefits claims accounted for in the claims data and discount guarantees by a flag indicating that a transaction utilized COB functionality within the RxCLAIM system. COB claims are excluded from pricing guarantees but are assessed an administrative fee if applicable.

G. EXECUTION BY CLIENT

Client hereby represents and warrants that the information contained in Section A of this Client Application is true and correct in all respects and Client hereby agrees to the specific terms, conditions and financial arrangements set out in this Exhibit A (Client Application). Client agrees that if any information in Section A changes, Client will give Administrator prompt notice of such changes. Furthermore, Client understands that this Exhibit A (Client Application) is a part of the Administrative Services Agreement between Client and Administrator to which it is attached and incorporated into by reference and that Client is bound by all terms and conditions of such Administrative Services Agreement.

All capitalized terms used in this Exhibit A (Client Application) but not specifically defined herein shall have the meanings given to such terms in the Administrative Services Agreement to which this Exhibit A (Client Application) is attached and made a part of.

IN WITNESS WHEREOF, Client has caused this Exhibit A (Client Application) to be executed as of the Addendum Effective Date.

CLIENT:

Indian River County Board of County Commissioners

By: _____

Printed Name: _____

Title: _____

Acknowledged, agreed to and accepted by:

ADMINISTRATOR:

RxBenefits, Inc.

By: _____

Printed Name: _____

Title: _____

EXHIBIT B
BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (this "Agreement"), by and between **Indian River County Board of County Commissioners's Health Plan** (the "Plan") and **Indian River County Board of County Commissioners** (the "Company") (the Plan and the Company are collectively referred to herein as the "Company"), and **RxBenefits, Inc.**, on behalf of itself and its subsidiaries (the "Business Associate"), is effective as of **October 1, 2024**.

RECITALS

WHEREAS, Company and the Business Associate are parties to an Administrative Services Agreement dated October 1, 2024 (the "Underlying Agreement") under which the Business Associate provides the Services (as defined in the Underlying Agreement) to Company with respect to the Plan;

WHEREAS, in order to perform the Services set forth in the Underlying Agreement, Company may disclose to the Business Associate certain Protected Health Information ("PHI") and Electronic Protected Health Information subject to the Privacy Regulations and the Security Regulations, promulgated by the United States Department of Health and Human Services ("HHS") under the Health Insurance Portability and Accountability Act of 1996 (the "Regulations"), may be transmitted, created, received, and/or maintained;

WHEREAS, Company is a "Covered Entity" and the Business Associate is a "Business Associate" under the Regulations and are required to protect the privacy and provide for the security of PHI disclosed by Company to the Business Associate and to satisfy certain requirements in compliance with the Regulations;

WHEREAS, to the extent required by the Regulations, the Business Associate and the Company desire to comply with the "Business Associate" requirements of the Regulations and to memorialize their agreements with respect to such compliance; and

WHEREAS, Company and Business Associate agree that, to the extent that Company has disclosed PHI to Business Associate prior to this Agreement's Effective Date, such PHI shall be subject to all terms of this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and adequacy of which hereby are acknowledged, the Business Associate and the Company agree as follows:

1. Definitions. Unless otherwise defined herein, capitalized terms shall have the same meanings as set forth in the Regulations.

2. Restrictions on Use and Disclosure of PHI. The Business Associate may Use and Disclose PHI as permitted or required by this Agreement, as necessary to perform the Services in the Underlying Agreement, or as Required By Law. The Business Associate shall make reasonable efforts to limit PHI that is subject to this Agreement to the minimum amount that is necessary to accomplish the intended purpose of a required or permitted Use or Disclosure under this Agreement. The Business Associate shall not Use or Disclose PHI received from the Company or any participant in the Plan in any manner that would constitute a violation of the Regulations if the Company made the same Use or Disclosure, except that the Business Associate may Use or Disclose such PHI for the Business Associate's proper management and administration and legal responsibilities, provided that the Uses and Disclosures are Required By Law; or the Business Associate obtains reasonable assurances from the person to whom the PHI is Disclosed that it will be held confidentially and Used or further Disclosed only as Required By Law or for the purpose for which it was Disclosed to the person, and the person agrees to notify the Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached.

3. Data Aggregation; De-identification. The Business Associate may use PHI received from the Company, or created or received by Business Associate on behalf of the Company, to provide Data Aggregation services for the health care operations of the Company as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B). Further, the Business Associate may de-identify such PHI in accordance with 45 C.F.R. § 164.514. Company hereby grants to the Business Associate a non-

exclusive, royalty-free, worldwide license to use, copy, modify, aggregate, and de-identify such PHI for any lawful purpose under the Underlying Agreement and/or this Agreement. The Company agrees that any de-identified data in accordance with the standards set forth at 45 C.F.R. § 164.514 will not be subject to the restrictions applicable to PHI set forth herein and that the Business Associate may freely use, retain, and disclose such de-identified data, including, without limitation, following the Term or termination of this Agreement.

4. Agents and Subcontractors Bound by Agreement. If any agent or subcontractor of the Business Associate (other than the Business Associate's Workforce) will have access to PHI that is received from, or created or received by the Business Associate on behalf of the Company, then the Business Associate will enter into an agreement with such agent or subcontractor whereby the agent or subcontractor agrees to be bound by the terms of this Agreement with respect to PHI.

5. Safeguards for Protection of PHI; Report of Unauthorized Use or Disclosure. The Business Associate agrees that it will implement and use appropriate safeguards to prevent any Use or Disclosure of PHI in violation of this Agreement. The Business Associate agrees that it will report to the Company any Use or Disclosure of PHI, of which the Business Associate becomes aware, that is in violation of this Agreement, including breaches of unsecured PHI as required at 45 C.F.R. § 164.410 and any security incident of which it becomes aware. The Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a Use or Disclosure of PHI by the Business Associate in violation of this Agreement.

6. Cooperation by the Business Associate. The Business Associate agrees to cooperate with the Company in providing an accounting of Disclosures of PHI received under this Agreement as requested by an individual to whom it relates, except to the extent the Regulations provide otherwise. In the event that Business Associate uses or maintains an electronic health record, Business Associate agrees that such accounting shall include disclosures made to carry out treatment, payment, and health care operations through the use of such electronic health record. Upon receiving a request for an accounting of disclosures directly from an individual who has received an accounting of disclosures from Company, which provided a list of all business associates acting on behalf of the Plan, including Business Associate, Business Associate agrees to provide an accounting of its disclosures of PHI to such individual as required by the Privacy Regulations. In response to such a request from an individual, Business Associate may elect to provide either (i) an accounting of disclosures that includes disclosures of subcontractors and/or agents acting on behalf of Business Associate or (ii) an accounting of disclosures that are made by the Business Associate as well as a list of all subcontractors and/or agents acting on behalf of Business Associate, including contact information such as mailing address, phone, and email address. The Business Associate shall respond to requests from the Company for the information described in this Section 6 and make available such information to the Company within a reasonable period of time to enable the Company to timely respond to any request.

The Company agrees that the Business Associate will not maintain any Designated Record Sets on its behalf and that the Business Associate assumes no responsibility to respond to individuals' requests for access or amendments as provided in Sections 164.524 and 164.526 of the Regulations.

Business Associate agrees that the requirements of the Privacy Regulations shall be applicable to Business Associate in the performance of its obligations pursuant to the Agreement.

Business Associate agrees that it shall not directly or indirectly receive remuneration in exchange for any PHI, unless a valid authorization, as that term is defined at 45 C.F.R. § 164.508, is obtained or the purpose of the exchange meets one of the exceptions set forth in 45 C.F.R. 164.502(a)(5)(ii).

7. Documenting Disclosures. In order to cooperate with the Company in accordance with Section 6 above, the Business Associate agrees to document all Disclosures of PHI and information related to such Disclosures as would be required for the Company to respond to an individual's request for an accounting of Disclosures of PHI under Section 164.528 of the Regulations. Such documentation shall include: (a) the date of the Disclosure; (b) the name of the entity or person who received the PHI and, if known, the address of such entity or person; (c) a brief description of the PHI Disclosed; and (d) a brief statement of the purpose of the Disclosure (which would reasonably inform an individual of the basis for the Disclosure).

8. HHS. The Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of PHI received from or created or received by the Business Associate on behalf of the Company available to the Secretary of HHS for purposes of determining the Company's compliance with the Regulations. Notwithstanding this Section 8, no attorney-client privilege or other privilege shall be deemed waived by the Company or the Business Associate.

9. Termination. Company and Business Associate shall each have the right to immediately terminate this agreement upon the violation by the other of a material term of this Agreement or of the Regulations, including violations relating specifically to the permitted and required Uses and Disclosures of PHI by the Company or Business Associate; provided, however, that the breaching party shall be provided the opportunity to cure the breach to the satisfaction of the other within a reasonable period of time. If the breaching-party does not cure the default, the non- breaching party shall be entitled to terminate this Agreement or if it is not feasible to terminate this Agreement, report the problem to the Secretary of HHS.

Upon termination of this Agreement, the Business Associate and the Company agree to determine whether the return or destruction of PHI received from, or created or received by, the Business Associate under this Agreement, is feasible. If such return or destruction is mutually determined to be feasible, the Business Associate shall promptly return or destroy all such PHI received from or created or received by the Business Associate under this Agreement. If such return or destruction is mutually determined to not be feasible, the protections of this Agreement shall continue to apply to such PHI after termination (including the Business Associate's obligations in Section 6), and further Uses and Disclosures of such PHI shall be restricted to only those purposes that make the return or destruction of the information infeasible. If mutual agreement is not made as to the feasibility of any return or destruction of PHI, the parties agree to use mediation to resolve this issue.

10. Term of Agreement. The term of this Agreement shall be such period of time as the Business Associate is performing the Services. In the event that such Services are terminated, this Agreement also shall terminate, except that the provisions of Sections 9 and 16 shall survive any termination of this Agreement.

11. Notice. All written communications, demands, and notices between the parties hereto must be posted by first class mail, postage paid or express mail to the following addresses:

To the Business Associate:

RxBenefits, Inc.
Attn: Legal
3700 Colonnade Parkway, Suite 600
Birmingham, AL 35243

To the Company:

Indian River County Board of County Commissioners
Attn: _____
1801 27th Street
Vero Beach, Florida 32960-3365
United States

12. Entire Agreement. This Agreement supersedes all previous contracts, including any previous business associate agreements between the parties, and constitutes the entire agreement of whatever kind or nature existing between the parties with respect to the subject matter hereof, and no party shall be entitled to benefits other than those specified herein. As between the parties, no oral statement or prior written material not specifically incorporated herein shall be of any force and effect; and the parties specifically acknowledge that in entering into and executing this Agreement, the parties rely solely upon the representations and agreements contained in this Agreement and no others. This Agreement may be amended only by an instrument in writing executed by the parties hereto and may be supplemented only by documents delivered in accordance with the express terms hereof.

13. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

14. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein or therein confer, upon any person other than the Company and the Business Associate and their respective successors or assigns in interest, any rights, remedies, obligations, or liabilities whatsoever.

15. Modification For Change in Law. Upon the occurrence of changes or amendments to the Regulations or other law that affect the legality of or any provision in this Agreement, the Company and the Business Associate agree to modify this Agreement to comport with such changes or amendments. Any such modification of this Agreement shall be in writing and signed by the Company and the Business Associate.

16. Indemnification; Limitation of Liability. Each party to this Agreement hereby agrees to indemnify, defend, and hold harmless the other party (including, but not limited to, its directors, employees, officers, and agents) from and against any and all claims, causes of action, liabilities, damages, costs, or expenses (including, but not limited to, attorneys' fees) incurred by the party as a result of the other party's (or any party acting by or through the party) gross negligence or willful misconduct or failure to perform any of its duties or obligations under this Agreement. Notwithstanding anything herein to the contrary, (i) in no event will either party be liable to the other party under contract, tort, or any other legal theories for incidental, consequential, indirect, punitive, exemplary or special losses or damages of any kind, regardless of the nature of the claim, including, without limitation, loss of revenue, loss of profits, loss of goodwill, and loss of data; and (ii) either party's total aggregate liability in connection with this Agreement shall be subject to any limitation of liability provisions in the Underlying Agreement and in no event shall exceed the following amounts: (a) if the Company has less than 1,500 Members as of this Agreement's Effective Date, the amount equal to the Transaction Fees and Program Fees paid by the Company to the Business Associate in the most recently completed Plan year; (b) if the Company has between 1,500 and 5,000 Members as of this Agreement's Effective Date, the amount equal to two times the Transaction Fees and Program Fees paid by the Company to the Business Associate in the most recently completed Plan year; or (c) if the Company has more than 5,000 Members as of this Agreement's Effective Date, the amount equal to three times the Transaction Fees and Program Fees paid by the Company to the Business Associate in the most recently completed Plan year. This Section 16 shall survive termination or expiration of this Agreement.

17. Security. The Business Associate shall:

(a) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Company as required by the Regulations;

(b) Ensure that any agent, including any subcontractor, to whom the Business Associate provides such Electronic Protected Health Information agrees in writing to implement reasonable and appropriate safeguards to protect it;

(c) Report to the Company any security incident of which the Business Associate becomes aware; provided that the parties acknowledge that probes and reconnaissance scans are commonplace in electronic information systems and the parties therefore acknowledge and agree that, to the extent such probes and reconnaissance scans constitute security incidents under the Security Rule, this Section 17(c) constitutes notice to the Company of the ongoing existence and occurrence of such security incidents for which no additional notice shall be required. Probes and reconnaissance scans include, without limitation, pings and other broadcast attacks on the Business Associate's firewall, port scans, and unsuccessful log-on attempts, as long as such probes and reconnaissance scans do not result in unauthorized Use or Disclosure of PHI;

(d) Make its policies and procedures and documentation required by the Regulations relating to such administrative, physical, and technical safeguards, available to the Secretary of HHS for purposes of determining the Company's compliance with the Regulations;

(e) Acknowledge its obligation to comply with the Security Regulations in using and disclosing Electronic Protected Health Information, including but not limited to 45 C.F.R. §§ 164.308 (Administrative safeguards), 164.310 (Physical safeguards), 164.312 (Technical safeguards), and 164.316 (Policies and procedures and documentation requirements) of the Security Regulations.

(f) Notify the Company in writing within fifteen (15) business days after discovery of a breach, as that term is defined at 45 C.F.R. § 164.402, of which Business Associate becomes aware. Business Associate shall also promptly provide Company such other information required to be provided to individuals under 45 C.F.R. § 164.404(c) as it becomes available after such breach.

18. Offshore Access to PHI. Business Associate agrees that no PHI may be maintained, stored, or transmitted outside of the United States by Business Associate or its subcontractors, but Business Associate and its subcontractors may access PHI from locations outside of the United States. The provisions of this Agreement shall apply completely and without exception to such accesses of PHI outside of the United States.

19. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Florida without regard to the principles of conflicts of laws of said state.

[Signature page follows]

IN WITNESS WHEREOF, the parties herein have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

PLAN: **Indian River County Board of County Commissioners's Health Plan**

By: _____

Its: _____

COMPANY: **Indian River County Board of County Commissioners**

By: _____

Its: _____

BUSINESS ASSOCIATE: **RxBenefits, Inc.**

By: _____

Its: Chief Legal Officer