2021 Employee Benefits

Committee of the Whole – July 9, 2020
Board Meeting - July 16, 2020

James P. Crochet, CPA
Chief Business Operations Officer
# 2021 EBRPSS Medical/Rx and Plan Change Summary

## Medical - BCBSLA

| Self Funded Medical Plan | CORE and Buy-Up Plans: Plan design remains unchanged; 9.9% premium increase; Community Blue: avg. 38% premium decrease; plan design cost share increases. |

## Prescription Drug Plan – Express Scripts (ESI)

| SaveOn SP Program | Adopt ESI’s SaveOn SP Program; no cost to EBRPSS; shared savings with ESI. |
| Rational Med Program | Adopt ESI’s Rational Med Program; $0.25 PMPM year 1, $0.35 PMPM year 2 with 2:1 savings |
| Advanced Opioid Management | Adopt ESI’s Advanced Opioid Management Program; $0.39 PMPM |
| HIV Care Value Program | Adopt ESI’s HIV Care Value Program; no cost to EBRPSS |
| Affordable Care Act (ACA) HIV PrEP Coverage | Adopt ESI’s Affordable Care Act (ACA) HIV PrEP Coverage; no cost to EBRPSS |

## Medicare Advantage Plans – Humana

| HMO | No change to retiree rates; 2 year rate guarantee |
| PPO | No change to retiree rates; 2 year rate guarantee |
Self Funded Medical/Rx: 2021 Renewal

Actives, Non-Medicare and Medicare Retirees
## Projection Overview - **Proposed**
**All Plans Combined (Actives, Non-Medicare and Medicare Retirees)**

<table>
<thead>
<tr>
<th>Combined (3 Proposed) Plans</th>
<th></th>
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</thead>
<tbody>
<tr>
<td><strong>Projected Budgeted Premium Required Calendar Year 2021</strong></td>
<td>$67,584,000</td>
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<tr>
<td><strong>Current Budgeted Premium Annualized</strong></td>
<td>$61,504,000</td>
</tr>
<tr>
<td><strong>2021 Required Medical / Rx Budget Increase (%)</strong></td>
<td>9.9%</td>
</tr>
<tr>
<td><strong>2021 Required Medical / Rx Budget Increase ($)</strong></td>
<td>$6,080,000</td>
</tr>
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</table>
Projection Overview – **Status Quo**  
All Plans Combined (Actives, Non-Medicare and Medicare Retirees)

<table>
<thead>
<tr>
<th>Combined (3 Current) Plans</th>
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<tbody>
<tr>
<td>Projected Budgeted Premium Required Calendar Year 2021</td>
<td>$ 71,669,000</td>
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<tr>
<td>Current Budgeted Premium Annualized</td>
<td>$ 61,504,000</td>
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<tr>
<td>2021 Required Medical / Rx Budget Increase (%)</td>
<td>16.5%</td>
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<tr>
<td>2021 Required Medical / Rx Budget Increase ($)</td>
<td>$ 10,165,000</td>
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## 2021 Community Blue Plan to mirror Core plan design

<table>
<thead>
<tr>
<th></th>
<th>2020 Community Blue Plan</th>
<th>2021 Community Blue Plan</th>
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<tbody>
<tr>
<td></td>
<td>In Network</td>
<td>Out of Network</td>
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<tr>
<td><strong>Annual Deductible</strong></td>
<td></td>
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<tr>
<td>Individual</td>
<td>$500 per person</td>
<td>$1,500 per person</td>
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<tr>
<td><strong>Out of Pocket Maximum</strong></td>
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<td></td>
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<tr>
<td>(includes office visit copays)</td>
<td>$4,000/$8,000</td>
<td>$12,000/$24,000</td>
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<tr>
<td>Individual/Family</td>
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<tr>
<td>Coinsurance Amount</td>
<td>85% after deductible</td>
<td>65% after deductible</td>
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<tr>
<td>Office Visit/Exam</td>
<td>$25 Co-pay PCP; $50 specialist</td>
<td>65% after deductible</td>
</tr>
<tr>
<td>Preventive Services - Wellness Care, Immunizations</td>
<td>100% (no deductible)</td>
<td>100% (no deductible)</td>
</tr>
<tr>
<td>Outpatient Services (therapy visits, surgical services)</td>
<td>Therapy: 85% after deductible; $50 Co-pay per surgical visit &amp; 85% after deductible for professional and physician charges</td>
<td>65% after deductible</td>
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<tr>
<td>Outpatient Mental Health, Substance Abuse</td>
<td>$25 Co-pay per office visit &amp; 85% after deductible for all other outpatient services (no visit limit)</td>
<td>65% after deductible</td>
</tr>
<tr>
<td>Inpatient Hospital Services</td>
<td>$400 per admission then 85% after deductible for professional and physician charges</td>
<td>65% after deductible</td>
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<tr>
<td>Emergency Room</td>
<td>85% after deductible</td>
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<tr>
<td>Prescription Drugs</td>
<td>OOP: $1,000/$2,000</td>
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<tr>
<td>Generic</td>
<td>$10</td>
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<tr>
<td>Formulary</td>
<td>$25</td>
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<tr>
<td>Non-Formulary</td>
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<tr>
<td>Specialty</td>
<td>$45</td>
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<tr>
<td>Actuarial Value</td>
<td>87.1%</td>
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### Actives
2020 Current Rates & 2021 Proposed Rates (9.9% EE increase)

<table>
<thead>
<tr>
<th>2020 Buy-Up Plan</th>
<th>EE Contribution</th>
<th>EBRPSS Contribution</th>
<th>Total Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Employee Only</strong></td>
<td>$190.24</td>
<td>$479.03</td>
<td>$669.27</td>
</tr>
<tr>
<td><strong>Employee + Spouse</strong></td>
<td>$568.42</td>
<td>$695.63</td>
<td>$1,264.05</td>
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<tr>
<td><strong>Employee + Child(ren)</strong></td>
<td>$466.43</td>
<td>$638.34</td>
<td>$1,104.77</td>
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<tr>
<td><strong>Employee + Family</strong></td>
<td>$841.18</td>
<td>$854.84</td>
<td>$1,696.02</td>
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</table>

<table>
<thead>
<tr>
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<th>EBRPSS Contribution</th>
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<tbody>
<tr>
<td><strong>Employee Only</strong></td>
<td>$209.05</td>
<td>$395.81</td>
<td>$604.86</td>
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<tr>
<td><strong>Employee + Spouse</strong></td>
<td>$624.61</td>
<td>$766.57</td>
<td>$1,391.18</td>
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<tr>
<td><strong>Employee + Child(ren)</strong></td>
<td>$512.54</td>
<td>$697.18</td>
<td>$1,209.72</td>
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<tr>
<td><strong>Employee + Family</strong></td>
<td>$924.34</td>
<td>$1,253.16</td>
<td>$2,177.50</td>
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</table>
### Actives
#### 2020 Current Rates & 2021 Proposed Rates (9.9% EE increase)

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<tr>
<td>Employee Only</td>
<td>$87.10</td>
<td>$479.03</td>
<td>$566.13</td>
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<tr>
<td>Employee + Spouse</td>
<td>$386.21</td>
<td>$695.63</td>
<td>$1,081.84</td>
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<tr>
<td>Employee + Child(ren)</td>
<td>$303.70</td>
<td>$637.18</td>
<td>$940.88</td>
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<td>Employee + Family</td>
<td>$602.81</td>
<td>$852.64</td>
<td>$1,455.45</td>
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<tbody>
<tr>
<td>Employee Only</td>
<td>$95.71</td>
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<td>Employee + Child(ren)</td>
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<td>Employee + Family</td>
<td>$662.40</td>
<td>$1,403.25</td>
<td>$2,065.65</td>
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</table>
## 2020 Current Rates & 2021 Proposed Rates (avg. 39% EE decrease)

<table>
<thead>
<tr>
<th>2020 Community Blue Narrow Network</th>
<th>EE Contribution</th>
<th>EBRPSS Contribution</th>
<th>Total Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee Only</td>
<td>$119.17</td>
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<td>Employee + Family</td>
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<td>$853.35</td>
<td>$1,536.30</td>
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</table>

<table>
<thead>
<tr>
<th>2021 Community Blue Narrow Network</th>
<th>EE Contribution</th>
<th>EBRPSS Contribution</th>
<th>Total Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee Only</td>
<td>$46.12</td>
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<td>$524.20</td>
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<tr>
<td>Employee + Spouse</td>
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<td>$1,205.67</td>
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<td>Employee + Child(ren)</td>
<td>$234.54</td>
<td>$813.66</td>
<td>$1,048.40</td>
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<tr>
<td>Employee + Family</td>
<td>$483.88</td>
<td>$1,403.25</td>
<td>$1,887.13</td>
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</tbody>
</table>
# Non-Medicare Retirees
## 2020 Current Rates & 2021 Proposed Rates (9.9% EE increase)

<table>
<thead>
<tr>
<th></th>
<th>2020 Buy-Up Plan</th>
<th></th>
<th>2021 Buy-Up Plan</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Retiree Only</td>
<td>EBRPSS Contribution</td>
<td>Total Premium</td>
<td>EBRPSS Contribution</td>
</tr>
<tr>
<td></td>
<td>Contribution</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Retiree Only</td>
<td>$417.15</td>
<td>$728.87</td>
<td>$1,146.02</td>
<td>$458.39</td>
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<tr>
<td>Retiree and Spouse</td>
<td>$860.66</td>
<td>$1,199.88</td>
<td>$2,060.54</td>
<td>$945.74</td>
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<tr>
<td>Retiree and Child(ren)</td>
<td>$717.40</td>
<td>$897.34</td>
<td>$1,614.74</td>
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<tr>
<td>Retiree and Family</td>
<td>$1,133.42</td>
<td>$1,368.35</td>
<td>$2,501.76</td>
<td>$1,245.46</td>
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### Non-Medicare Retirees

**2020 Current Rates & 2021 Proposed Rates (9.9% EE increase)**

<table>
<thead>
<tr>
<th>2020 Core Plan</th>
<th>Retiree Contribution</th>
<th>EBRPSS Contribution</th>
<th>Total Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>Retiree Only</td>
<td>$252.13</td>
<td>$728.87</td>
<td>$981.00</td>
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<tr>
<td>Retiree and Spouse</td>
<td>$545.50</td>
<td>$1,199.88</td>
<td>$1,745.39</td>
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<td>Retiree and Child(ren)</td>
<td>$492.79</td>
<td>$897.34</td>
<td>$1,390.13</td>
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<tr>
<td>Retiree and Family</td>
<td>$768.97</td>
<td>$1,368.35</td>
<td>$2,137.32</td>
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</table>

<table>
<thead>
<tr>
<th>2021 Core Plan</th>
<th>Retiree Contribution</th>
<th>EBRPSS Contribution</th>
<th>Total Premium</th>
</tr>
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<tbody>
<tr>
<td>Retiree Only</td>
<td>$277.05</td>
<td>$717.23</td>
<td>$994.28</td>
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<td>Retiree and Spouse</td>
<td>$599.43</td>
<td>$1,687.41</td>
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<td>Retiree and Child(ren)</td>
<td>$541.50</td>
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<td>Retiree and Family</td>
<td>$844.99</td>
<td>$2,734.41</td>
<td>$3,579.40</td>
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</table>
## Non-Medicare Retirees
### 2020 Current Rates & 2021 Proposed Rates (avg. 38% EE decrease)

<table>
<thead>
<tr>
<th>2020 Community Blue Narrow Network</th>
<th>EE Contribution</th>
<th>EBRPSS Contribution</th>
<th>Total Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>Retiree Only</td>
<td>$307.69</td>
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<td>Retiree and Spouse</td>
<td>$644.38</td>
<td>$1,197.96</td>
<td>$1,842.34</td>
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<tr>
<td>Retiree and Child(ren)</td>
<td>$571.52</td>
<td>$895.83</td>
<td>$1,467.35</td>
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<tr>
<td>Retiree and Family</td>
<td>$890.03</td>
<td>$1,366.02</td>
<td>$2,256.05</td>
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<tbody>
<tr>
<td>Retiree Only</td>
<td>$191.11</td>
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<td>Retiree and Spouse</td>
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<td>$369.62</td>
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<td>$535.61</td>
<td>$2,734.41</td>
<td>$3,270.02</td>
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# Medicare Retirees
## 2020 Current Rates and 2021 Proposed Rates (9.9% EE increase)

<table>
<thead>
<tr>
<th>2020 Buy-Up Plan</th>
<th>Retiree Contribution</th>
<th>EBRPSS Contribution</th>
<th>Total Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Retiree Only</strong></td>
<td>$430.96</td>
<td>$248.38</td>
<td>$679.34</td>
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<td><strong>Retiree and Spouse</strong></td>
<td>$732.47</td>
<td>$496.75</td>
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<td><strong>Retiree and Child(ren)</strong></td>
<td>$731.21</td>
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<tr>
<td><strong>Retiree and Family</strong></td>
<td>$1,005.21</td>
<td>$665.21</td>
<td>$1,670.43</td>
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<tr>
<th>2021 Buy-Up Plan</th>
<th>Retiree Contribution</th>
<th>EBRPSS Contribution</th>
<th>Total Premium</th>
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<tbody>
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<tr>
<td><strong>Retiree and Child(ren)</strong></td>
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<tr>
<td><strong>Retiree and Family</strong></td>
<td>$1,104.58</td>
<td>$1,072.92</td>
<td>$2,177.50</td>
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</table>
### Medicare Retirees
### 2020 Current Rates and 2021 Proposed Rates (9.9% EE increase)

<table>
<thead>
<tr>
<th>2020 Core Plan</th>
<th>Retiree Contribution</th>
<th>EBRPSS Contribution</th>
<th>Total Premium</th>
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<tbody>
<tr>
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<td>Retiree and Family</td>
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<td>$665.22</td>
<td>$1,464.27</td>
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<th>2021 Core Plan</th>
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<th>EBRPSS Contribution</th>
<th>Total Premium</th>
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<td>$374.82</td>
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<td>$632.47</td>
<td>$744.63</td>
<td>$1,377.10</td>
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<tr>
<td>Retiree and Child(ren)</td>
<td>$639.27</td>
<td>$737.83</td>
<td>$1,377.10</td>
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<tr>
<td>Retiree and Family</td>
<td>$878.04</td>
<td>$1,187.61</td>
<td>$2,065.65</td>
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</tbody>
</table>
## Medicare Retirees
### 2020 Current Rates and 2021 Proposed Rates (avg. 19% EE decrease)

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<tr>
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<th>EBRPSS Contribution</th>
<th>Total Premium</th>
</tr>
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<tbody>
<tr>
<td>Retiree Only</td>
<td>$374.46</td>
<td>$247.76</td>
<td>$622.22</td>
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<tr>
<td>Retiree and Spouse</td>
<td>$636.27</td>
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<tr>
<td>Retiree and Child(ren)</td>
<td>$638.30</td>
<td>$415.78</td>
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<tr>
<td>Retiree and Family</td>
<td>$881.93</td>
<td>$663.68</td>
<td>$1,545.61</td>
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<tr>
<td>Retiree Only</td>
<td>$315.31</td>
<td>$313.73</td>
<td>$629.04</td>
</tr>
<tr>
<td>Retiree and Spouse</td>
<td>$513.46</td>
<td>$744.63</td>
<td>$1,258.09</td>
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<tr>
<td>Retiree and Child(ren)</td>
<td>$520.26</td>
<td>$737.83</td>
<td>$1,258.09</td>
</tr>
<tr>
<td>Retiree and Family</td>
<td>$699.52</td>
<td>$1,187.61</td>
<td>$1,887.13</td>
</tr>
</tbody>
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Self- Funded Medical/Rx 2021

**Recommendation:**
Approve 1) +9.9% increase in Core, Buy-Up premiums, 2) Community Blue – increase plan design to mirror the Core Plan, but decrease Community Blue employee premiums on average by 38%

**Status Quo with no plan changes:**
+16.5% overall increase

**Budget Savings in Recommendation vs. Status Quo:**
Total Budget: $4,085,000
EBRPSS Cost Share: $2,136,000
Employee/Retiree Cost Share: $1,949,000
Express Scripts Rx: Adopt Pharmacy Programs

- **Rational Med**
  - Integrates medical, pharmacy and lab data to identify and alert providers and pharmacists of potential safety issues, gaps in care and other health-related concerns
  - Fee to EBRPSS: $0.25 PMPM year 1, $0.35 PMPM years 2+
  - ROI: 2:1 guarantee on fees years 1+
    - $176K savings year 1, $201K savings year 2
  - **Recommendation:** Enroll in above program for 2021

- **SaveOn SP**
  - Uses plan design changes to set copays to maximize the value of manufacturer’s copay assistance programs and identifies select specialty drugs as non-essential health benefits. Members and EBR experience significant cost savings.
  - Fee to EBRPSS: None, shared savings of 25% to ESI
  - ROI: $774K savings
  - **Recommendation:** Enroll in above program for 2021
Express Scripts Rx: Adopt Pharmacy Programs

- **Advanced Opioid**
  - Safety program to prevent opioid misuse using various strategies and methods at the pharmacy, physician and member channels
  - Fee to EBRPSS: $0.39 PMPM
  - ROI: Not necessarily savings program; however, potential for reduction in ER visits and hospitalizations

**Recommendation:** Enroll in above program in 2021

- **Affordable Care Act (ACA) HIV PrEP Coverage**
  - Non-grandfathered plans must cover HIV pre-exposure prophylaxis (PrEP) therapies at $0 cost-share for those at increased risk of contracting HIV;
  - Fee to EBRPSS: None

**Recommendation:** Adopt Express Scripts’ standard ACA HIV PrEP coverage effective January 1, 2021
Express Scripts Rx: Adopt Pharmacy Programs

- **HIV Care Value Program**
  - Designed to mitigate potential increases in trend that may result from ACA HIV PrEP coverage requirement. May have a positive impact on adherence. If EBR exceeds plan specific cost trend cap, ESI will reimburse EBR the difference.
  - Fee to EBRPSS: None

**Recommendation:** Enroll in above program in 2021
2021 Humana Contract

Renewal:
Medicare Advantage Plans – HMO & PPO

<table>
<thead>
<tr>
<th></th>
<th>Retiree Contribution</th>
<th>ER Contribution</th>
<th>Total Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>HMO Plan-</strong></td>
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<tr>
<td><strong>Current Rates</strong></td>
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<tr>
<td>Retiree Only</td>
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<td>$195.58</td>
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<tr>
<td>Retiree + Spouse</td>
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<td><strong>Proposed Rates</strong></td>
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<tr>
<td>Retiree Only</td>
<td>$0.00</td>
<td>$192.66</td>
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<tr>
<td>Retiree + Spouse</td>
<td>$0.00</td>
<td>$385.32</td>
<td>$385.32</td>
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</tbody>
</table>

| Total Contribution % Change over Current Rates | 0% | -1.5% | -1.5% |
## Medicare Retirees Humana PPO:
### 2019/2020 Monthly Current Rates & 2021/2022 Rates Proposed

<table>
<thead>
<tr>
<th>PPO Plan - Current Rates</th>
<th>Retiree Contribution</th>
<th>ER Contribution</th>
<th>Total Premium</th>
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<td>$195.58</td>
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<td>Retiree + Spouse</td>
<td>$233.54</td>
<td>$391.16</td>
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</table>

<table>
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<th>PPO Plan - Proposed Rates</th>
<th>Retiree Contribution</th>
<th>Retiree $ Change</th>
<th>ER Contribution</th>
<th>ER $ Change</th>
<th>Total Premium</th>
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<tbody>
<tr>
<td>Retiree Only</td>
<td>$116.77</td>
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<td>$194.65</td>
<td>-$0.93</td>
<td>$311.42</td>
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<td>Retiree + Spouse</td>
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<td>$389.30</td>
<td>-$1.86</td>
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<table>
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<th>Total Contribution % Change over Current Rates</th>
<th>Retiree Contribution</th>
<th>ER Contribution</th>
<th>Total Premium</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>0%</td>
<td>-0.3%</td>
<td>-0.3%</td>
</tr>
</tbody>
</table>
Humana Financial Summary

- Two Year Rate Guarantee – January 1, 2021- December 31, 2022

- Annualized Total Premium Savings for 2 years = $194,000
  - EBRPSS Cost Share Savings for 2 years = $194,000
  - Retiree Cost Share Savings for 2 years = $0; no cost increase
2021 WageWorks-Health Equity Contract

Renewal:
Flexible Spending Account (FSA) Administration
Flexible Spending Account (FSA) Administration Contract Renewal

- 2021 WageWorks-Health Equity Contract
  - Proposed Rate: Pending. Do not anticipate fee changes, but vendor will formally propose in fall 2020
  - Effective: January 1, 2021 through December 31, 2021

**Recommendation:** Board to authorize the Superintendent and staff to negotiate and execute the contract renewal for flexible spending account administration fees.
2021 Programs

Stop Loss - renewal
STOP LOSS - HM

- 2021 HM Contract
  - Proposed Rate: Pending. HM and other stop loss vendors will officially release rates closer to end of 2020.
  - Effective: January 1, 2021 through December 31, 2021

**Recommendation:** Board to authorize the Superintendent and staff to negotiate and execute the contract for stop loss coverage.
2021 Benefits Information System

Selerix- renewal
**Recommendation:** Approve mid-year conversion of Selerix platform from Humana to Met Life and 2021 monthly admin fees

**Effective:** July 1, 2020 through December 31, 2021

**Proposed rates:**
- No rate increase or conversion fee mid-year 2020
- Increase PEPM by $0.25 PEPM effective 1/1/2021, an additional $43K year
Appendix
Humana Group Medicare Advantage Plan Renewal

In signing this document, you are accepting the renewal, effective January 1, 2021, of the Group Medicare plan(s) submitted by your Humana Account Executive and described in the enclosed renewal package. The new rate is effective January 1, 2021. It is important that we receive acceptance of your renewal no later than September 1, 2020. This will ensure we meet CMS requirements and provide on-time delivery of member materials.

2021-2022 Plan/Option: 076/595, 079/064, Custom Rx
2021-2022 Rate: $192.66, $311.42

You, the Plan Sponsor, understand, acknowledge, and agree that:

- You have carefully reviewed the enclosed renewal package.
- Only individuals who meet the eligibility requirements of the plan are eligible to maintain coverage.
- Providing incomplete, inaccurate, or untimely information may void, reduce, or increase premium, or terminate an individual’s coverage or the plan coverage.
- The Plan Sponsor can subsidize different premium amounts for different classes of enrollees in a plan provided: 1) such classes are reasonable and based on objective business criteria, such as years of service, date of retirement, business location, job category, and nature of compensation (e.g., salaried vs. hourly), 2) the premium cannot vary for individuals within a given class of enrollees, and 3) the Plan Sponsor must pass through any direct subsidy payments received from CMS to reduce the amount that the beneficiary pays (or in those instances where the subscriber to or participant in the plan pays premiums on behalf of a Medicare eligible spouse or dependent, the amount the subscriber or participant pays). With regard to the Part D premium, different classes of enrollees cannot be based on eligibility for the Part D Low-Income Subsidy (LIS).
- If plan enrollees are entitled to a reduction of their premium as Part D LIS enrollees and Humana receives a Low-Income Premium Subsidy for such enrollees, Humana will pass the Low-Income Premium Subsidy amount through to the LIS enrollees to reduce their premiums.
- With regard to the Part D premium, the Plan Sponsor cannot charge an enrollee for prescription drug coverage provided under the PDP/MAPD plan more than the sum of his or her monthly beneficiary premium attributable to basic prescription drug coverage and 100% of the monthly beneficiary premium attributable to his or her non-Medicare Part D benefits (if any).

Organization: ______________________________

Signature: ______________________________

Title: ______________________________

Date: ______________________________

Important reminder: Please sign and return the enclosed “Humana Group Medicare Advantage Plan Renewal” form no later than September 1, 2020 to accept the plan’s benefits and rates and continue the plan in the coming year.
2020 PBM Agreement Service Addendum

Date of PBM Agreement: 

Client Name: East Baton Rouge Parish ("Sponsor")

Carrier: 2773 BPL/Contract: Group: 

Effective Date of Addendum: 1/1/2021

If you are sending Prenotification letters please provide the following:

1. Formulary in place as of effective date of the letter: NPF

Sponsor hereby directs Express Scripts to implement the selected programs on the attached Clinical Programs schedule as of the Effective Date. Sponsor agrees to pay the applicable fees in accordance with the payment provisions of the PBM Agreement. Upon execution by Sponsor, this Addendum shall replace and supersede any previously executed Clinical Programs schedule Addendum as it pertains to the programs contained herein and shall become part of and incorporated into the PBM Agreement between Sponsor and Express Scripts identified above as of the Effective Date.

By signing below, Sponsor agrees to the prices and terms set forth in this PBM Agreement Service Addendum.

If this Form was communicated to Sponsor as an attachment to an electronic communication (i.e., email), then any response to such email from Sponsor indicating Sponsor’s approval shall constitute Sponsor’s electronic signature to implement the changes set forth.

AUTHORIZED SIGNATURE: TITLE:

(Signatory must have authority to legally bind Sponsor) 

Date Signed: 

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Clinical Programs
Express Scripts (ESI) offers a comprehensive suite of trend and integrated health management programs. This offering may change or be discontinued from time to time as we update our offering to meet the needs of the marketplace.

<table>
<thead>
<tr>
<th>Clinical Programs</th>
<th>Fee</th>
<th>Guarantee</th>
<th>In Place</th>
<th>Add</th>
<th>Remove</th>
</tr>
</thead>
<tbody>
<tr>
<td>RationalMed</td>
<td>Year 1: $0.25 PMPM</td>
<td>2:1 on fees beginning Year 1</td>
<td>X</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Year 2: $0.35 PMPM</td>
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</tbody>
</table>

Note:
1) Prices for new modules will be established upon development.
2) Criteria for modules are subject to change at the discretion of ESI.
3) ESI is not responsible for clinical program impact due to missed file delivery dates from Sponsor’s vendor(s).

RMED Program Notes:
1) SPONSOR will provide, at its cost, the necessary medical data to run the RationalMed program.
2) Express Scripts may use information included in the data (alone or together with data from other sources) for the purpose of performing outcomes and/or opportunity analyses, for health, safety and wellness programs, pharmacy benefit plan administration, practice of pharmacy and other analytics to improve SPONSOR’s performance, and for assessing the effectiveness of the ESI managed care programs, and supporting a secondary research database, which may be provided by ESI on a/an SPONSOR and patient non-identifiable basis to other Sponsors, potential Sponsors or healthcare organizations, including pharmaceutical companies.
3) The RationalMed® Service Fee is based on SPONSOR maintaining the Minimum Enrollment of 8,779 RationalMed® Eligible Persons per month throughout the entire RationalMed® Performance Year (“RationalMed® Minimum Enrollment”).
4) Any change by SPONSOR to its medical health or prescription drug plan design or program specifications, changes to account structure (such as changes to groups or carriers), changes in the information/data provided, or a failure to maintain the RationalMed® Minimum Enrollment may result in modification by ESI of the RationalMed® Service Fee and/or Prescription Drug Costs Savings Performance Guarantee, as defined herein, retroactive to the date of the change.

RMED Savings Guarantee notes:
1) Increased pharmacy drug costs as a result of Omission of Care Alerts (as defined in the RationalMed® Program Savings Methodologies) are excluded from the Prescription Drug Costs Savings Guarantee calculation. Fees associated with the optional services including lab value integration, member mailings and custom rule development are excluded from the Prescription Drug Costs Savings Guarantee. For clients less than 10K lives, net negative Rx savings from the polypharmacy rule category are excluded.
2) The Prescription Drug Costs Savings Performance Guarantee is contingent upon SPONSOR’s satisfaction each of the following conditions: (1) the timely, regular submission and successful integration of SPONSOR’s Data, Historical Data, and Eligibility files; (2) submission of complete medical and mental health claims data for 100% of all RationalMed® Eligible Persons; (3) SPONSOR maintaining a minimum RationalMed® enrollment of 8,779 RationalMed® Eligible Persons per month during the term of this RationalMed® Program agreement; (4) SPONSOR’s Net Pharmacy Plan Cost for each RationalMed® Performance Year is greater than $1,952.25 per RationalMed® Eligible Person per year; (5) the RationalMed® Eligible Person average annual turnover rate during the term of this Agreement does not exceed twenty percent (20%); and (6) SPONSOR fully participates in the RationalMed® Program for a minimum of two (2) years, as program savings and guarantees are calculated on a 12 month period. Express Scripts shall have no obligation as to the Prescription Drug Costs Savings Performance Guarantee if any of the above conditions set forth in this Section is not satisfied. Sponsor shall be reimbursed 100% of any savings shortfall in the form of a credit to the Sponsor’s invoice, determined on an annual basis.
RationalMed® provides timely safety alerts to prevent unnecessary and costly hospitalizations and adverse events. Leveraging the power of integrated medical claims, pharmacy claims and lab data, RationalMed uses thousands of clinical rules to identify safety risks across three areas:

**Adverse drug risk:**
Interactions between a drug and patient's Disease State or between drugs; excessive dosing; duplicate therapies

**Coordination of care:**
Potential misuse/abuse; polypharmacy

**Omission of essential care:**
Under dosing; omission of essential therapy or drug-related testing/diagnostics; poor adherence

Once these risks are identified, Express Scripts sends patient-specific alerts to physicians and point-of-sale alerts to pharmacists, aligning the speed of engagement with the severity of the safety risk. At your option, alerts can also be sent directly to patients and other care managers. RationalMed delivers monthly, semi-annual, and annual reporting that demonstrates program activity, successes, and savings.

RationalMed uses the same prescription drug savings methodology as Express Script's clinical programs. The methodology quantifies the savings net of member cost share; ensures no double counting of savings across Express Script's clinical programs; and quantifies savings only for the period that a member is eligible.

Medical savings (excluding pharmacy) are also calculated. Each therapy/treatment change is multiplied by the unit savings of the associated alert. RationalMed uses an annual book-of-business analysis to determine the "medical costs unit savings" for the different alerts. These unit savings are summed across all of the alerts to obtain the total medical savings.
Clinical Programs
Express Scripts (ESI) offers a comprehensive suite of trend and integrated health management programs. This offering may change or be discontinued from time to time as we update our offering to meet the needs of the marketplace.

<table>
<thead>
<tr>
<th>Advanced Opioid Management</th>
<th>Fee PMPM</th>
<th>In Place</th>
<th>Add</th>
<th>Remove</th>
<th>Pre Notify</th>
<th>Coverage Review</th>
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<tbody>
<tr>
<td><strong>Advanced Opioid Management:</strong></td>
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<td>Proactive Opioid Member Education Letter</td>
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<td>Opioid Neuroscience Pharmacist Outreach (TRC)</td>
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<tr>
<td>Opioid &amp; Opioid Adjacent (benzodiazepine, gabapentin &amp; select muscle relaxants)</td>
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<td>Physician Care Alerts</td>
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<tr>
<td>Drug Deactivation Disposal Bags</td>
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<tr>
<td>Enhanced FWA (choose option below)</td>
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<tr>
<td>Enhanced Prior Authorization (Long Acting Opioids)</td>
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<tr>
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<td>$0.39 PMPM</td>
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<td>$0.39</td>
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<tr>
<td>Morphine Equivalent Dose Edit (MEQD) 90 MME for new starts</td>
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<tr>
<td>Morphine Equivalent Dose Edit (MEQD) 200 MME for existing utilizer</td>
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<td>Fentanyl patches – (DQM)</td>
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<td>Enhanced Prior Auth (Fentanyl TIRF)</td>
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<td>Benzodiazepines (DQM)</td>
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<td>Select Muscle Relaxants (DQM)</td>
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<td>Prescriber Education &amp; Peer Comparison</td>
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<td><strong>Advanced Opioid Management FWA</strong></td>
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<td>eFWA enrollment option as part of Advanced Opioid Managed Program</td>
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</tbody>
</table>

Data Class: Confidential
Preventive Items and Services Set Up Form
Benefit Administration Change (BAC) Addendum
HIV Pre-Exposure Prophylaxis – Stand Alone

Client Information

Client Name: East Baton Rouge Parish School System
Client DIV/Carrier: 2773
BPL(s)/Contract(s)/Group(s):
Effective Date: 1/1/2021

Important Information PLEASE READ:

- All categories chosen below will charge a $0 copay within the standard limits and will not apply to any deductibles.
- If covered, drugs filled outside of the specified limits, will charge a standard copay. However, if the client also has a CDM (Consumer Directed Healthcare) Preventive Medication List that setup with $0 copay value and includes the same NDCs included in the Standard Offering, then the CDM list will still allow members outside of the specified age and/or quantity limits to receive a $0 copay as long as the drugs are covered. CDM and ADA Preventive drug overlap should be considered prior to enrollment in the Merged Offering.
- For clients who have an Advanced Home Delivery (AHD) Program (i.e. Exclusive Home Delivery (EHD), Select Home Delivery (SHD), Smart 90®) in their benefit design: ADA drugs included in the AHD benefit filling above the fill limit at retail will be charged either the over the fill limit copay or reject at retail, not $0. Once the patient converts to the appropriate pharmacy (i.e. Home Delivery or a retail option - applicable for SHD-AC and Smart 90 clients), they return to $0 copay.
- Standard preventive options are the Express Scripts recommended and maintained solutions. Standard options are updated based on Express Scripts interpretation of recommendations put forward by the United States Preventive Services Task Force (USPSTF), the Advisory Committee on Immunization Practices (ACIP) the Health Resources Administration (HRSA) as well as sub-regulatory guidance issued by Federal agencies. Other enhancements to the standard options may be made to improve client and member experience. However, some updates may require client approval.

Instructions for Completion of the BAC Addendum:

1. Complete the client information at the top of the BAC addendum.
2. Select the appropriate coverage option in the "Drug/Device Category Standard Coverage Options" section. YOU MUST have a box checked for each category/column (choose appropriate Drug coverage & Copay options).
3. Select the appropriate updates in the "Drug Coverage Options" section. The "Drug Coverage" box must be selected to cover the products outlined in the respective option.

Effective 1/1/20
Preventive Items and Services Set Up Form
Benefit Administration Change (BAC) Addendum
HIV Pre-Exposure Prophylaxis – Stand Alone

Select the appropriate response to “Is desired coverage ESI standard or client custom”. Selecting “Standard” coverage is highly recommended because it is the compliant drug coverage option where all maintenance is performed by the Product team. If “Custom” coverage is selected by the client, details of the desired coverage should be provided in the “Other” section of the respective category. Maintenance of custom benefit setups will be the responsibility of the client and the account team. Also, please be aware that some custom setups may not be feasible due to system limitations.

1 ESI = Express Scripts, Inc.

Additionally, drug coverage will not be made more restrictive for Affordable Care Act (ACA) categories unless specifically noted. In general, coverage should NEVER be made more restrictive. In the case where the National Drug Code (NDCs) are currently covered for all ages, the coverage will remain as is and the $0 copay will be applied using Copay Modifier Rules (OOPM) within the specified ACA age edits. The base copay will apply outside of ACA age edits. In the case where NDCs currently have mixed coverage (i.e., some legend products are covered and some legend products are excluded), the coverage will be added without age limitations for all the NDCs on ACA drug list to avoid restricting current coverage on the plan. If legend products are already covered but OTC’s are not covered, then OTC products will be covered with age limits and legend products will remain covered without additional restrictions.

4. Select the appropriate updates in the “Copay Options” section. The “Zero Copay” box must be selected to ensure standard coverage outlined in the option charges a $0 copay. If custom requirements are desired please explain in “Other” Section of the form. Maintenance of custom copay setups will be the responsibility of the client and the account team. Also, please be aware that some custom setups may not be feasible due to system limitations.

To complete this form, use the TAB key to tab through the various options for coverage updates.
Preventive Items and Services Set Up Form
Benefit Administration Change (BAC) Addendum
HIV Pre-Exposure Prophylaxis – Stand Alone

<table>
<thead>
<tr>
<th>Drug/Device Category</th>
<th>Drug Coverage Options</th>
<th>Copay Options</th>
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</thead>
<tbody>
<tr>
<td>Standard Coverage Options</td>
<td>![Drug Coverage] If you are selecting &quot;Drug Coverage&quot; above, is desired coverage ESI standard or client custom?</td>
<td>![Zero Copay] If zero copay is not selected base copay will apply</td>
</tr>
<tr>
<td></td>
<td>![Standard] ESI recommended and maintained option</td>
<td>If custom requirements are desired please explain in &quot;Other&quot; Section</td>
</tr>
<tr>
<td></td>
<td>![Custom] Not recommended. If custom requirements are desired please explain in &quot;Other&quot; Section.</td>
<td>Other:</td>
</tr>
<tr>
<td></td>
<td>![Standard Drug List: 531678]</td>
<td>![Includes Copay Review, Clinical Review Charges May Apply]</td>
</tr>
</tbody>
</table>

On June 11, 2019, the U.S. Preventive Services Task Force (USPSTF) released its final recommendation for the prevention of Human Immunodeficiency Virus (HIV) infection. The USPSTF recommends that clinicians offer pre-exposure prophylaxis (PrEP) with effective antiretroviral therapy to persons who are at high risk of HIV acquisition. The ACA regulations require 90% coverage of new USPSTF recommendations no later than the plan year that begins on or after one year from the final recommendation date.

Earliest available enrollment date is 1/1/2020

Additional Detail for Non-Standard or Custom Requirements – Provide any additional information that is not captured above for non-standard or custom requirements.

______________________________ Click here to enter a date.______________________________
Client Authorization Signature Date
Business Associate Agreement

This Business Associate Agreement ("BAA") is made and entered into as of the last date signed below ("Effective Date") by and between __________, as plan sponsor of its group health plan ("Covered Entity") and Save On SP, LLC ("Business Associate"), (individually "Party"; collectively, the "Parties"), in connection with the specialty pharmacy co-pay assistance program offered and administered by Business Associate through Covered Entity’s pharmacy benefit management arrangement with Express Scripts Holding Company (the "Program").

RECITALS

WHEREAS, as a result of the administration of the Program, Business Associate will create, receive, maintain or transmit PHI (as defined herein) on behalf of Covered Entity, or otherwise have access to PHI to perform its obligations under the Program; and

WHEREAS, the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, as may be amended from time to time, and the Health Information Technology for Economic and Clinical Health Act and its implementing regulations, as may be amended from time to time (collectively referred to as "HIPAA") requires the Parties to enter into an agreement pertaining to Business Associate’s access, use and disclosure of PHI; and

WHEREAS, the Parties enter into this BAA to satisfy the requirements of HIPAA, including the requirements for business associate agreements, and to supplement and supersede any conflicting or inconsistent terms and provisions of the Program subject to HIPAA, including any exhibits or other attachments thereto and all documents incorporated therein by reference.

NOW THEREFORE, for and in consideration of the recitals above, the Parties’ respective obligations under the Program and this BAA, compliance with HIPAA, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties enter into this BAA and agree as follows:

SECTION 1 – DEFINITIONS

Capitalized terms used but not otherwise defined in this BAA have the same meaning as those terms in HIPAA.

1.1 Breach Notification Requirements. "Breach Notification Requirements" means the requirements of 42 USC § 17932 and the rules issued thereunder, including 45 CFR Part 164, Subpart D.

1.2 Business Associate. "Business Associate" has the same meaning as the term “business associate” at 45 CFR § 160.103 and, in reference to the Party to this BAA, means SaveOnSP.

1.3 Covered Entity. "Covered Entity" has the same meaning as the term “covered entity” at 45 CFR § 160.103 and, in reference to the Party to this BAA, means client’s group health plan.

1.4 Individual. "Individual" has the same meaning as the term “individual” in 45 CFR § 160.103 and includes a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

1.5 Protected Health Information ("PHI"). "Protected Health Information" has the same meaning as the term “protected health information” in 45 CFR § 160.103, limited, for purposes of this BAA to

[Image]
information created, received, maintained, transmitted or accessed by Business Associate for or on behalf of Covered Entity.

1.6 Unsecured Protected Health Information ("Unsecured PHI"). Unsecured Protected Health Information” means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in guidance issued under section 13402(h)(2) of Pub. L. 111–5.

SECTION 2 – OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

2.1 Prohibition on Unauthorized Use or Disclosure. Business Associate will not use or disclose PHI other than as required to perform its obligations pursuant to the Program, as permitted or required by this BAA, or as required by law.

2.2 Safeguards. Business Associate will implement appropriate administrative, technical, and physical safeguards (including written policies and procedures) and comply, where applicable, with subpart C of Part 164 of HIPAA to prevent the use or disclosure of PHI other than as provided for by this BAA.

2.3 Duty to Identify, Mitigate, Document, and Report. With respect to (i) a use or disclosure of PHI by Business Associate in violation of the requirements of this BAA, (ii) a discovered Breach of Unsecured PHI, or (iii) a suspected or known security incident, excluding inconsequential incidents that occur on a daily basis such as scans or “pings” that are not allowed past Business Associate’s firewalls (collectively referred to hereinafter as “Occurrences”), Business Associate agrees:

(a) Identify. To identify and appropriately respond to any suspected or known Occurrences;

(b) Mitigate. Mitigate, to the extent practicable, any harmful effect known to Business Associate related to any Occurrences;

(c) Document. Document any Occurrences and the outcome;

(d) Report. Report any Occurrences to Covered Entity in writing within fifteen (15) business days of the Occurrence; and

(e) Additional Requirements. Comply with the additional requirements of Section 4.1 of this BAA.

2.4 Subcontractors and Agents. Business Associate agrees to ensure that any subcontractors or agents that create, receive, maintain, or transmit PHI for the Business Associate on behalf of the Covered Entity agree in writing to restrictions and conditions that are no less stringent than those that apply to the Business Associate pursuant to this BAA with respect to such information and will implement reasonable and appropriate safeguards to protect it. If Business Associate learns of a pattern of activity or practice of a subcontractor that constitutes a breach or violation of the subcontractor’s obligation under the contract or other arrangement with Business Associate, Business Associate must take reasonable steps to cure the breach or end the violation, as applicable, and if such steps are unsuccessful, terminate the contract or arrangement if feasible.
2.5 **Access and Amendment of PHI.** To the extent that Business Associate maintains PHI in a designated record set for, or on behalf of, Covered Entity:

**Responsibility.** Business Associate is responsible to make available and timely respond to requests to access or amend such PHI, by an Individual or the Individual’s designee, and to otherwise take any measures necessary to satisfy Covered Entity’s obligations under HIPAA.

**Limited Delegation of Authority.** Covered Entity delegates to Business Associate sole authority to determine on behalf of Covered Entity whether to deny a request for access or amendment of such PHI, provided that this delegation is revocable at will by Covered Entity upon notice to Business Associate.

2.6 **Accounting of Disclosures.**

(a) **Disclosure Tracking and Accounting.** Business Associate agrees to document such non-routine disclosures of PHI, any required information related to such disclosures, and otherwise maintain and timely provide to Covered Entity or directly to an Individual, upon request, the information required for an accounting of disclosures in the time and manner required by, and as otherwise necessary to satisfy Covered Entity’s obligations under HIPAA.

**Accounting of Disclosures of Electronic Health Records.** If and to the extent Business Associate uses or maintains an Electronic Health Record that includes PHI, Business Associate will respond to requests from Individuals for an accounting of disclosures as described, and in the time and manner required by HIPAA. Business Associate acknowledges that Covered Entity will, in response to a request for an accounting by an Individual, provide to Individual a list of business associates and contact information as permitted by HIPAA.

**Survival of Accounting Obligation.** Business Associate agrees to maintain an accounting of disclosures described in subsection (a) above for a period of six (6) years after termination of this BAA.

2.7 **Inspection of Books and Records.** Business Associate agrees to make internal practices, books, and records relating to its use and disclosure of PHI pursuant to the Program or this BAA available to the Secretary, in a time and manner designated by the Secretary, for purposes of determining compliance with HIPAA.

2.8 **Compliance with HIPAA.** Except as otherwise set forth herein, to the extent that Business Associate is obligated by the Program or this BAA to carry out one or more of Covered Entity’s obligations under HIPAA, Business Associate agrees to comply with those requirements under HIPAA that apply to Covered Entity in the performance of such obligations.

2.9 **Compliance with Standard Transactions and Code Sets.** If Business Associate conducts in whole or part a Transaction for or on behalf of Covered Entity, Business Associate will comply, and will require any subcontractor or agent involved with the conduct of such Transaction to comply, with each applicable standard, implementation specification, or other requirement as set forth in HIPAA.
2.10 Demands for Production of PHI

(a) Receipt by Business Associate. If Business Associate receives a subpoena, civil or administrative demand, or any other demand for production of PHI, other than an Individual right request, Business Associate shall provide a copy of such demand to Covered Entity within five (5) business days of receipt. To the extent the PHI that is the subject of the demand is in the possession of Business Associate and a response is warranted according to the standards set forth under HIPAA, Business Associate shall timely respond to the document demand.

Receipt by Covered Entity. If Covered Entity receives a subpoena, civil or administrative demand, or any other demand for production of PHI, other than an Individual right request, Business Associate shall provide to Covered Entity any PHI responsive to such demand and shall assist and cooperate with Covered Entity in responding to such document demand in a timely manner and in accordance with the standards set forth under HIPAA.

SECTION 3 – PERMITTED USES AND DISCLOSURES

3.1 Business Associate Services. Business Associate may use or disclose PHI as only required by law, or as necessary to perform its obligations and services set forth in the Program or this BAA, provided that such use or disclosure would not violate HIPAA if carried out by Covered Entity.

3.2 Minimum Necessary. Business Associate will comply with the minimum necessary standard as defined under HIPAA in its uses and disclosures of, and requests for, PHI and, to the extent practicable, will restrict its uses and disclosures to a Limited Data Set.

3.3 Other Permitted Uses. Business Associate may also, but only if necessary and as specifically permitted or required by the Program and in accordance with HIPAA, use and disclose PHI as follows: (i) for the proper management and administration, or to carry out the legal responsibilities, of Business Associate, provided any disclosures are required by law or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and only used or further disclosed as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached; and (ii) if applicable, for the provision of data aggregation services to the Covered Entity relating to the health care operations of Covered Entity.

SECTION 4 – BREACH IDENTIFICATION AND NOTIFICATION

4.1 Monitoring and Reporting Incidents. Throughout the term of this BAA, Business Associate will take reasonable steps to monitor the unauthorized acquisition, access, use, and disclosure (subsequently referred to collectively as use or disclosure) of PHI, and will have a policy that requires any unauthorized use or disclosure of PHI to be reported promptly to Business Associate’s Privacy Officer or designated individual as well as to Covered Entity.

4.2 Determination Whether Unauthorized Use or Disclosure Constitutes Breach. Upon receiving a report of unauthorized use or disclosure, Business Associate will undertake a risk assessment to determine whether the unauthorized use or disclosure constitutes a Breach of Unsecured PHI. Business Associate will make and retain records of such determinations, including the basis for determinations that unauthorized uses or disclosures are not Breaches of Unsecured PHI. All risk assessments and determinations will be shared with Covered Entity as soon as possible, and in no event later than fifteen
(15) business days following the initial report. Covered Entity will make the final determination as to whether or not the unauthorized use or disclosure constitutes a Breach and shall be responsible for providing all required notifications.

4.3 Proposed Notice to Covered Entity. If requested by Covered Entity, Business Associate will provide Covered Entity with a draft of the proposed notice to the Individual(s), HHS, and to the media (if applicable) as required by the Breach Notification Requirements within a sufficient time prior to the required distribution of the notice for review and approval by Covered Entity.

SECTION 5 – TERM & TERMINATION

5.1 Term. This BAA is effective as of the date first written above and shall terminate when all PHI is returned to Covered Entity or, with prior permission of Covered Entity, destroyed or, if it is infeasible to return or destroy PHI, protections are extended to such PHI in accordance with the termination provisions of this Section 5.

5.2 Termination for Cause. Covered Entity may terminate this BAA if Covered Entity determines that Business Associate has breached any provision of this BAA or otherwise violated HIPAA. Covered Entity will provide written notice to Business Associate and an opportunity for Business Associate to cure the breach or end the violation within thirty (30) business days of such written notice, unless cure is not possible. If Business Associate fails to cure the breach or end the violation within the specified time period or cure is not possible, this BAA shall automatically and immediately terminate, unless termination is infeasible. Business Associate acknowledges that, if cure is not possible and termination of the BAA is infeasible, Covered Entity has the right to report the violation to the Secretary.

5.3 Termination after Repeated Violations. Covered Entity may terminate this BAA if Covered Entity determines that Business Associate has repeatedly breached any provision of this BAA or otherwise violated HIPAA.

5.4 Obligations Upon Termination. Business Associate’s obligations to protect the privacy and security of PHI shall be continuous and shall survive termination, cancellation, expiration or other conclusion of this BAA. Upon termination of this BAA:

(a) Except as provided in paragraph (b) of this Section 5.4, Business Associate shall return or, if Covered Entity gives written permission, destroy PHI in whatever form or medium and retain no copies of such PHI.

(b) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall extend the protections of this BAA (and of any additional requirements imposed by subsequent changes to HIPAA) to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible for so long as Business Associate maintains such PHI.

SECTION 6 – INDEMNIFICATION AND LIMITATION OF LIABILITY

6.1 Indemnification.

(a) Business Associate shall indemnify and hold Covered Entity harmless from and against any claims, expenses (including reasonable attorneys’ fees) and liabilities arising from Business Associate’s gross negligence or willful misconduct, provided that Business Associate shall have no indemnity obligation to the extent any such claim is attributable
to Covered Entity’s negligence or willful misconduct or breach of its obligations under this BAA.

(b) Covered Entity shall indemnify and hold Business Associate harmless from and against any claims, expenses (including reasonable attorneys’ fees) and liabilities arising from Covered Entity’s negligence, willful misconduct or breach of this BAA provided that Covered Entity shall have no indemnity obligation to the extent any such claim is attributable to Business Associate’s gross negligence, willful misconduct or material breach of its obligations under this BAA.

6.2 Limitation of Liability. BUSINESS ASSOCIATE SHALL NOT HAVE ANY LIABILITY TO COVERED ENTITY OF ANY TYPE (INCLUDING, BUT NOT LIMITED TO, CONTRACT, NEGLIGENCE, AND TORT LIABILITY), FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO THE LOSS OF OPPORTUNITY, LOSS OF USE, OR LOSS OF REVENUE OR PROFIT, IN CONNECTION WITH OR ARISING OUT OF THIS BAA OR THE PROGRAM, EVEN IF SUCH DAMAGES MAY HAVE BEEN FORESEEABLE, EXCEPT AS MAY OTHERWISE ARISE UNDER APPLICABLE LAW. IN NO EVENT WILL BUSINESS ASSOCIATE BE LIABLE TO COVERED ENTITY FOR ANY AMOUNT THAT IN THE AGGREGATE EXCEEDS THE LESSER OF (I) BUSINESS ASSOCIATE’S SHARE OF THE PROGRAM FEES COVERED ENTITY PAID TO BUSINESS ASSOCIATE UNDER THE PROGRAM DURING THE PRECEDING TWELVE (12) MONTHS, AND (II) TWO MILLION DOLLARS.

SECTION 7 – MISCELLANEOUS

7.1 Regulatory References. A reference in this BAA to a section of HIPAA means the section as in effect or as amended and for which compliance is required.

7.2 Ownership of PHI. Business Associate acknowledges and agrees that all PHI subject to the terms of the Program or this BAA is owned exclusively by Covered Entity, unless such PHI contains confidential or proprietary information of the Business Associate.

7.3 Amendment. The Parties agree to take such action as is necessary to amend this BAA from time to time as is necessary for compliance with the requirements of HIPAA or any other applicable law.

7.4 Assignment. Neither Party may assign its respective rights and obligations under this BAA without the prior written consent of the other Party, except to a parent or subsidiary company.

7.5 Survival. A change, waiver, or discharge of any liability or obligation under this BAA on any one or more occasions shall not constitute or be deemed a waiver of performance of any continuing or other obligation or prohibit enforcement of any obligation on any other occasion. In the event that any provision of this BAA is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this BAA will remain in full force and effect.

7.6 Interpretation. Any ambiguity in this BAA shall be interpreted to permit compliance with HIPAA. In the event of an inconsistency between the provisions of this BAA and one or more mandatory provisions of HIPAA, the HIPAA provisions control. Where provisions of this BAA are different than those mandated by HIPAA, but are nonetheless permitted, the provisions of this BAA control.
7.7 Third-Party Beneficiaries. This BAA is intended for the benefit of the Parties only. Nothing express or implied is intended to confer or create, nor be interpreted to confer or create, any rights, remedies, obligations, or liabilities to or for any third party.

7.8 Business Associate as Independent Contractor. The Parties acknowledge that Business Associate is an independent contractor and not an agent of Covered Entity.

7.9 Governing Law. This BAA shall be governed by the laws of the State of New York.

7.10 Notification. To the extent notice is required to be provided under any provision in this BAA, notice shall be provided to each respective Party as follows:

Covered Entity:

Business Associate:

SaveonSP
Attn: Jody Miller, President
611 Jamison Road, Suite 201
Elma, NY 14059

IN WITNESS WHEREOF, the Parties have each caused this BAA to be executed by an authorized representative, as of the date first written above.

COVERED ENTITY

By: ___________________________ By: ___________________________
Name: _________________________ Name: Jody Miller
Title: __________________________ Title: President
Date: __________________________ Date: _______________________

BUSINESS ASSOCIATE
Authorization to Disclose Protected Health Information

Plan/Sponsor/Employee/Designee of the foregoing ("Sponsor"): _____

Carrier ID(s): _____

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<thead>
<tr>
<th>Name of Recipient:</th>
<th>SevenSF</th>
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<tbody>
<tr>
<td>Relationship of Recipient to Employer/Plan Administrator: Specialty Copy Assistance Program Administrator</td>
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</tbody>
</table>

Specific data fields that should be provided to Recipient ("PHI"): Claims Data

Frequency of Release: Please indicate if this is a one-time release (Y/N): N

PHI is collected by Express Scripts, Inc. and its subsidiaries or affiliates ("ESI") in connection with the prescription drug program of Sponsor which is administered by ESI pursuant to ESI’s arrangement with Sponsor. Pursuant to the Standards for Privacy of Protected Health Information ("Privacy Rule") of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Sponsor represents and warrants each of the following:

a) Recipient listed above is (i) a HIPAA Business Associate of Sponsor, or (ii) performing certain activities in connection with Sponsor’s plan, and such activities constitute “treatment”, “payment” or “healthcare operations” functions (as those terms are defined by the Privacy Rule);

b) Recipient needs access to PHI as described above relating to Sponsor and specifically the Group(s) identified in connection with the above described relationship; and

c) Sponsor has the authority under HIPAA to authorize and does so authorize ESI to provide the PHI to Recipient related to the Group(s) as directed herein on behalf of the Group(s) listed.

d) Sponsor acknowledges that for a one-time Release as indicated above, this Release shall remain valid only for the identified duration. For all other Releases, in the event PHI is no longer required by a Recipient, Sponsor shall inform Business Associate of revocation of the Release specific to a Recipient or Group(s). Sponsor acknowledges that a Release shall remain in full force and effect for all remaining Recipients and Group(s) until such time as Sponsor revokes the authorization.

Once completed, this Release should be sent to the following address:

Express Scripts, Inc.
Attn: Account Manager Name
Account Manager Address

The undersigned hereby certifies that he or she has full authority to act on behalf of Sponsor and has executed this Release on behalf of Sponsor.

<table>
<thead>
<tr>
<th>Sponsor</th>
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<tr>
<td>By: ______________________________</td>
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<tr>
<td>Printed Name: ___________________</td>
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<tr>
<td>Title: __________________________</td>
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<tr>
<td>Date: ___________________________</td>
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</tbody>
</table>
AUTHORIZATION TO
SHARE PROTECTED HEALTH INFORMATION

[Name of Plan Sponsor], as plan sponsor of its self-funded pharmacy benefits ("Plan Sponsor") hereby authorizes Save On SP, LLC ("SaveOn") to disclose protected health information ("PHI") SaveOn obtains, creates and/or maintains through SaveOn’s specialty co-pay assistance program on behalf of Plan Sponsor’s self-funded pharmacy benefits, to the following individuals and/or entities ("Recipient"):

<table>
<thead>
<tr>
<th>Name of Recipient</th>
<th>Relationship to Plan Sponsor</th>
</tr>
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<tbody>
<tr>
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Plan Sponsor hereby certifies:

- Recipient is a business associate of Plan Sponsor, or is otherwise authorized under the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA") to receive PHI related to the self-funded pharmacy benefits;
- Plan Sponsor and Recipient have entered into a compliant business associate agreement, if required by HIPAA;
- The authorized disclosure is allowable under HIPAA;
- SaveOn may rely upon this Authorization, and the certifications herein, until revoked in writing by Plan Sponsor; and
- Plan Sponsor hereby indemnifies and holds SaveOn harmless for any liability incurred by SaveOn as a result of disclosure to Recipient in reliance upon Plan Sponsor’s authorization.

The undersigned further certifies that he/she has authority to act on behalf of the Plan Sponsor and is executing this Authorization in accordance with such authority.

PLAN SPONSOR

By: __________________________

Printed Name: ____________________

Title: ____________________________

Date: ____________________________
EXHIBIT B

JOINDER TO MASTER PROGRAM AGREEMENT

THIS JOINDER AGREEMENT is made and entered as of this ___ day of ___, 20__, (“Effective Date”), by and among Express Scripts, Inc. (“ESI”), a Delaware corporation with offices at One Express Way, St. Louis, MO 63121, Save On SP, LLC (“Vendor”), and ____ (“ESI Client”).

WHEREAS, ESI and Vendor are parties to that certain Master Program Agreement, effective November 13, 2017, and amended from time to time (“Agreement”); and

WHEREAS, ESI and Vendor are willing to allow ESI Client to become a party to the Agreement in order that ESI Client may avail itself of Vendor’s services under the Agreement.

NOW, THEREFORE, in consideration of the premises and of the covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Agreement to be Bound. ESI Client shall become a party to the Agreement as of the Effective Date and shall be fully bound by, and subject to, all of the applicable covenants, terms and conditions of the Agreement as a party. For the avoidance of doubt, ESI is providing ESI Client’s enrolled members’ claims data to Vendor on a periodic basis to facilitate Vendor’s provision of the Services (as defined in the Agreement). ESI is providing members’ claims data in accordance with HIPAA including, but not limited to, the minimum necessary standards. ESI is neither responsible, nor liable, for Vendor’s use, disclosure and protection of ESI Client’s enrolled members’ claims data. ESI Client has entered into business associate agreements, as required under HIPAA, with both ESI and Vendor.

ESI Client acknowledges and agrees that Vendor is not a legal advisor and does not render any legal counseling or advice on the SaveOn Program. Vendor is not responsible for ensuring that ESI Client or such client’s employee benefit plans independent from or in conjunction with the SaveOn Program comply with any applicable law including, but not limited to, laws, regulations, rules, ordinances and/or other guidance related to HSA-eligible high deductible health plans (including but not limited to Code Section 223). ESI Client acknowledges that it has or will consult with its own legal counsel regarding the operation, administration, and establishment of its employee benefit plans and the appropriateness of the SaveOn Program. ESI Client is solely responsible for determining whether to implement the SaveOn Program for its HSA-eligible high deductible health plan and addressing any compliance issues related to such implementation.

2. Implementation of SaveOn Program. Vendor shall obtain the historical co-pay credit information from ESI for ESI Client and communicate to ESI and ESI Client prior to implementation for invoicing purposes (refer to Agreement Section 3.1.1 “historical copay credit”). If such historical co-pay information is not available, ESI and/or ESI Client shall provide to Vendor plan design documentation and communication prior to implementation.

Vendor shall work with ESI and ESI Client to develop the SaveOn Program drug list for ESI Client and communicate to ESI and ESI Client prior to implementation.

Vendor shall provide the additional SaveOn Program Services to ESI Client as set forth in Attachment 1 to this Exhibit B.

3. Successors and Assigns. This Joinder Agreement shall bind and inure to the benefit of and be enforceable by the parties, and their respective successors and assigns.
4. **Counterparts.** This Joinder Agreement may be executed in separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same document.

5. **Governing Law.** This Joinder Agreement shall be governed by and construed in accordance with the laws of the State of New York.

6. **Headings.** The headings of this Joinder Agreement are inserted for convenience only and shall not affect the interpretation of this Joinder Agreement.

*The remainder of this page intentionally left blank. Signature page follows.*
IN WITNESS WHEREOF, the parties have executed this Joinder Agreement as of the day and year first above written.

**Express Scripts, Inc.:**

By: __________________________

Print: _________________________

Title: _________________________

Date: _________________________

**Save On SP, LLC:**

By: __________________________

Print: _________________________

Title: _________________________

Date: _________________________

**ESI Client**

By: __________________________

Print: _________________________

Title: _________________________

Date: _________________________
ATTACHMENT 1 TO EXHIBIT B

Additional SaveOn Program Services

Existing Participants in the Plan—
- Identify participants eligible for SaveOn Program and for manufacturers’ patient assistance programs
- Outreach to educate participants
- Enrollment of eligible participants into SaveOn Program
- Notification to pharmacy of secondary billing number
- Monitoring of SaveOn Program and enrolling participants for continuous eligibility

New Participants in the Plan—
- Receipt of call from pharmacy regarding eligible specialty drugs
- Education of pharmacy on SaveOn Program process
- Outreach to educate participant
- Enrollment of participant into SaveOn Program and determination of participant eligibility for Program
- Notification to pharmacy of secondary billing number
- Monitoring of SaveOn Program and enrolling participants for continuous eligibility

Changes to the SaveOn Program—
- Notification to client of any SaveOn Program changes or terminations
- Vendor may from time to time amend the list of specialty drugs to be included in the SaveOn Program. Such amendments may be made on a semi-annual basis, posted to a URL and a letter will be sent to ESI Client outlining change(s).
MASTER PROGRAM AGREEMENT

This amended and restated Master Program Agreement (this “Agreement”), effective as of the date of last signature below (the “Effective Date”), is entered into by and between Express Scripts, Inc ("ESI"), a Delaware corporation with offices at One Express Way, St. Louis, MO 63121, and Save On SF (“Vendor”), a New York Limited Liability Company with offices at 611 Janison Road, Suite 201, Elma, NY 14059. The Agreement was originally effective as of November 13, 2017.

Recitals

WHEREAS, ESI provides pharmacy benefit management services, including, among other things, pharmacy network contracting; pharmacy claims processing; mail and specialty drug pharmacy; cost containment, clinical, safety, adherence, and other like programs; and formulary administration to its clients; and

WHEREAS, Vendor has developed a proprietary solution to help group health plan sponsors capture the benefit of manufacturer copay assistance on certain specialty drugs ("SaveOn Program"); and

WHEREAS, ESI’s parent company and Vendor entered into an agreement, dated as of August 19, 2016, pursuant to which the parties work together to allow Vendor to offer the SaveOn Program directly to select clients of ESI; and

WHEREAS, the parties intend for that prior agreement, as amended, to remain in full force and effect for situations in which Vendor currently contracts directly with select clients of ESI and nothing in this Agreement is deemed to supersede or replace the terms of such prior agreement with respect to such direct contracting arrangements; and

WHEREAS, the parties intend for Vendor to also offer the SaveOn Program to certain eligible ESI clients ("ESI Clients") through a contracting arrangement with both ESI and Vendor by allowing ESI Clients to join this Agreement as a party to receive the SaveOn Program; and

WHEREAS, the parties intend for Vendor to provide the SaveOn Program to ESI Clients who join as a party to this Agreement upon the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth below, the adequacy of which is hereby acknowledged, the parties hereby agree as follows:

Agreement

1. SERVICES

1.1 Services. This Agreement establishes a master program agreement pursuant to which the SaveOn Program services ("Services"), as set forth on Exhibit A, attached hereto, shall be provided to ESI Clients.

1.2 No Minimum Commitment. Vendor acknowledges that it is entering into this Agreement without any ESI representation or commitment as to future engagements or guarantee of business in quantity or dollars.

2. PERSONNEL

2.1 Relationship. Vendor is being engaged as an independent contractor, and not as a subcontractor, of ESI. Vendor and its personnel are not and shall not be construed to be employees or agents of ESI within the meaning of any Applicable Law. ESI does not control or influence the provision of the Services, and bears no liability with respect to the same. “Applicable Law” means all federal, state, local, and foreign laws, regulations, rules, ordinances, and guidance, except as otherwise provided in this Agreement. Nothing in this Agreement is intended or shall be construed to create any employment, agency, partnership or joint venture relationship between the parties. Neither party nor its personnel are authorized to enter into agreements or take actions on the other’s behalf, and each shall hold itself out as an independent contractor for all purposes. Each party is solely responsible for supervising its personnel, and shall be responsible for their performance, non-performance, acts, and omissions subject to the indemnification and limitation of liability provisions set forth in this Agreement. Each party shall take all steps necessary to ensure that its personnel understand and abide by the requirements of this Agreement.
2.2 **Staffing.** Vendor shall staff the Services with the types and number of personnel necessary to perform all tasks, functions, and responsibilities with the requisite level of care within the required timeframes for completion. Vendor shall ensure that its personnel meet any requirements identified herein and possess the permits, licenses, certifications, education, training, and other qualifications necessary to provide the Services.

2.3 **Subcontracting.** Vendor shall remain responsible for providing the Services under this Agreement, shall cause any subcontractors to comply with all applicable provisions hereof, and shall be liable to ESI for its subcontractors’ performance and non-performance. Vendor shall enter into written agreements with its subcontractors containing terms sufficient for Vendor to comply and ensure such subcontractor’s compliance with the provisions of this Agreement.

2.4 **Compensation of Personnel.** Vendor is solely responsible for the compensation of its personnel, including all wages, benefits, and other amounts required to be paid under contract or Applicable Law. Regardless of the nature or duration of any assignment with ESI, neither Vendor nor its personnel are eligible for, or shall be entitled to participate in, ESI’s present or future employee benefit plans, programs, policies, or practices, including any: pension, retirement, or 401(k) plan; workers’ compensation benefits; profit sharing, stock option, bonus or incentive compensation plan; life, disability, health insurance plan or policy; vacation or holiday pay plan, policy or program or separation payment plan.

3. **PRICING AND PAYMENT**

3.1 **Fees, Invoicing and Payment.**

3.1.1. The SaveOn Program fee shall be an amount equal to twenty-five percent (25%) of the savings realized by the ESI Client under the SaveOn Program. ESI Clients with greater than 250,000 lives enrolled in the SaveOn Program will have a reduced SaveOn Program fee of twenty percent (20%) of the savings realized by the ESI Client under the SaveOn Program. The SaveOn Program savings are calculated by subtracting the agreed upon historical co-pay credit (to be agreed upon with the ESI Client based on standard benefit structure) from the amount of the pharmaceutical manufacturer co-pay assistance for the specialty product. ESI Client is also liable for all residual co-pay amounts after the pharmaceutical manufacturer co-pay assistance amounts have been exhausted. Vendor’s share of the SaveOn Program fees shall equal sixty percent (60%) of the SaveOn Program fee amount invoiced by Vendor. The remaining forty percent (40%) of the SaveOn Program fee will be retained by ESI for services provided in conjunction with the SaveOn Program, including operational set-up and support, member and claims support, program and benefit coordination, program invoicing and fee collections.

3.1.2. On or before the tenth (10th) day of each month, Vendor shall send a file to ESI denoting the applicable SaveOn Program fee and any residual co-pay amount to be charged to enrolled ESI Clients. This file shall include a client-specific breakout of the SaveOn Program fee. The file format, client hierarchy and backup documentation shall be as directed by ESI. The SaveOn Program fees shall be reviewed and confirmed by ESI, with confirmation communicated to Vendor by ESI within ten (10) days of ESI’s receipt of the file from Vendor. Following confirmation, ESI will enter the charge to be invoiced to enrolled ESI Clients on the next applicable administrative fee invoice. ESI will provide the claims-level backup documentation to each ESI Client to support invoicing. The billing and collection timing requirements of administrative fee invoicing shall be governed by the billing and payment terms set forth in the ESI Client’s PBM agreement. Upon Vendor’s receipt of confirmation from ESI that the charges are correct, Vendor shall submit an invoice to ESI for Vendor’s portion of the SaveOn Program fees and residual co-pay amounts described in Section 3.1.1 above. ESI shall remit Vendor’s portion of the SaveOn Program fees and residual co-pay amounts to Vendor within thirty (30) days of receipt of the invoice from Vendor. In the event of any dispute, ESI shall pay the undisputed portion in accordance with the foregoing and the parties shall seek to resolve the disputed amount as soon as reasonably practicable.

3.1.3 In the event the Services being performed are terminated pursuant to Section 4.2, Vendor shall be compensated within forty-five (45) days of termination for all SaveOn Program fees due and owing to Vendor.

3.2 **Expenses.** Vendor is solely responsible for furnishing and maintaining, at its own expense, all facilities, materials, labor, supplies and other resources necessary to provide the Services.

3.3 **Taxes.** Any applicable sales, use, excise, or other similarly assessed and administered tax, surcharge, or fee imposed on the Services will be the sole responsibility of the ESI Client and will be invoiced to ESI Client in accordance...
with the terms of the ESI Client’s PBM Agreement. Vendor shall be solely responsible for all taxes, duties, levies, tariffs, and surcharges, however designated in any jurisdiction, associated with the activities or performance of Vendor and its personnel in connection with this Agreement, including: (a) taxes based on Vendor’s or its personnel’s income, assets, or operations; (b) withholding taxes associated with Vendor’s personnel; (c) import and export duties associated with the Services or any component thereof; and (d) taxes arising out of Vendor’s provision of Services or use of personnel located outside of the United States. Vendor shall provide ESI with the full benefit of any refunds and reductions in taxes, and shall cooperate regarding any payment under protest and any investigations or claims proceedings.

4. **TERM AND TERMINATION**

4.1 **Term of Agreement.** This Agreement shall commence on the Effective Date and shall automatically renew on the annual anniversary unless terminated earlier by either party in accordance with Section 4.2. During the term of the Agreement, ESI shall not undertake any actions to amend existing agreements with ESI Clients to terminate or shorten the term of any ESI Client’s receipt of the SaveOn Program. Upon termination of this Agreement, ESI shall not undertake any actions to prevent ESI Client from contracting directly with Vendor. Notwithstanding expiration or termination of the Agreement for any reason, except for any breach by Vendor as described in Section 4.2, each party shall continue to perform its obligations hereunder with respect to ESI Clients, pursuant to a transition plan mutually agreed to by ESI and Vendor.

4.2 **Termination.** Either party may terminate this Agreement:

(a) upon written notice to the other party, if the other party breaches any material provision of this Agreement, and fails to cure the breach within thirty (30) days after receiving written notice of breach from the terminating party;

(b) immediately if the other party ceases its business or operations, becomes or is declared insolvent or unable to meet its debts as they become due, makes a general assignment for the benefit of creditors, is the subject of an appointment of a receiver or trustee for its business or property, files a voluntary petition under any provision of the U.S. Bankruptcy Code or similar law, or has an involuntary petition filed against it, which petition is not dismissed with prejudice within sixty (60) days after the date of filing;

(c) immediately, without providing opportunity to cure, if the other party breaches any of their confidentiality, data use and record retention, or legal or regulatory compliance obligations, or in the case of ESI as the terminating party, ESI otherwise reasonably determines, based on its internal risk assessment, that continued performance under this Agreement presents a material information security, or legal or regulatory compliance risk;

(d) either party may terminate this Agreement, in whole or in part, without cause at any time during the term of the Agreement, upon one hundred eighty (180) days’ prior written notice to the other party; and

(e) either party may terminate this Agreement on thirty (30) days prior written notice if a warranty or representation by the other party is breached and such party fails to or is otherwise unable to cure such breach to the reasonable satisfaction of the non-breaching party.

4.3 **Effects of Termination.** Upon the expiration or termination of this Agreement, in whole or in part: (a) Vendor shall cease performance and cause its personnel to cease performance; and (b) Vendor shall be compensated within forty-five (45) days of termination for all SaveOn Program fees due and owing to Vendor.

4.4 **Transition Extension.** Upon the expiration or termination of this Agreement, in whole or in part, the parties shall have the right, but not the obligation, to mutually agree to extend Vendor’s provision of the Services on a month-to-month basis for up to twelve (12) months. Any such extension must be in writing from an authorized representative of each party, and shall not otherwise constitute a renewal of this Agreement. During any such extension, Vendor agrees to continue providing the Services on the terms and at the pricing in effect immediately prior to termination, unless otherwise agreed to by the parties.

4.5 **Survival.** The following sections (including their sub-sections) of this Agreement, and any other provisions of this Agreement, which by their terms or nature extend beyond expiration or termination, shall survive the expiration or termination of this Agreement for any reason, and shall be binding on and inure to the benefit of the parties and their respective, permitted successors and assigns: ESI Affiliates; No Minimum Commitment; Relationship; Compensation of Personnel; Pricing and Payment; Effects of Termination; Transition Extension; Survival; Confidentiality; Data Use and
5. CONFIDENTIALITY

5.1 HIPAA. If applicable, as relates to use and disclosure of Protected Health Information ("PHI"), as defined by HIPAA, the parties agree the they shall comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended, including the electronic transaction standards and security of electronic PHI. ESI and Vendor shall separately enter into business associate agreements with each ESI Client, as required under HIPAA.

5.2 Confidential Information. As used in this Agreement, "Confidential Information" means all information disclosed by or on behalf of a party or received, observed or obtained by the other party under or in connection with this Agreement that is confidential or proprietary in nature, in any form or medium, and all copies, summaries, extracts, and derivations thereof, regardless of whether marked or identified as such as the time of disclosure, including: (a) the content of this Agreement and the parties’ discussions, communications, and negotiations in connection herewith; (b) all information concerning the business, assets, liabilities, operations, customers, personnel, suppliers, products, services, facilities, information systems, technology, intellectual property, research, development, and strategic plans of the disclosing party or its Affiliates; (c) the existence, nature, and details of any actual or potential initiatives, projects, engagements, or transactions involving a party, including ESI, its Affiliates, and/or their direct or indirect clients; (d) in the case of ESI, all ESI Data (as defined and further provided below); and (e) all other information that a reasonable person would consider confidential or proprietary in nature.

5.2 Exceptions. Notwithstanding anything to the contrary, Confidential Information does not include, and the provisions of this Section 5 are not intended to restrict the receiving party’s use or disclosure of, information (other than ESI Data if and to the extent that it: (a) was known by the receiving party without confidentiality restriction prior to disclosure by or on behalf of the disclosing party under this Agreement; (b) is acquired by the receiving party without confidentiality restriction from a third party that is lawfully entitled to make such disclosure; (c) is or becomes generally known or available to the public through no wrongful act or failure to act by the receiving party; or (d) is independently developed by or for the receiving party without reference to or use of the disclosing party’s Confidential Information.

5.3 Standard of Care. The receiving party shall hold the disclosing party’s Confidential Information in confidence, exercising at least the same care used to protect its own Confidential Information that is similar in nature, but no less than reasonable care. The receiving party shall notify the disclosing party promptly and in writing of any unauthorized access to, use or disclosure of the disclosing party’s Confidential Information of which it becomes aware. Each party acknowledges and agrees that additional and/or stricter notification standards are required in this Agreement in specified circumstances (e.g., unauthorized use or disclosure of Protected Health Information). The disclosing party reserves all rights in and to its Confidential Information. Except as otherwise expressly stated herein, the disclosing party does not grant the receiving party any rights in or to such Confidential Information, nor grant to the receiving party any licenses, express or implied, under the disclosing party’s related patents, copyrights, or other intellectual property.

5.4 Permitted Use. The receiving party shall use the disclosing party’s Confidential Information only as necessary for the limited purpose of: (a) engaging in confidential discussions, communications, and negotiations with the disclosing party concerning the activities and proposed activities under this Agreement; (b) in the case of Vendor, providing the Services and otherwise performing its obligations hereunder; (c) in the case of ESI, performing its obligations hereunder; and (d) taking any other actions expressly authorized in writing by an authorized representative of the disclosing party (each a "Permitted Purpose"). The receiving party shall not use or authorize others to use the disclosing party’s Confidential Information for any other purpose, whether for the receiving party’s own benefit or the benefit of a third party.

5.5 Permitted Disclosures. Except as provided in Section 5.6 below or as otherwise expressly authorized in writing by the disclosing party, the receiving party shall not disclose the disclosing party’s Confidential Information to any person or entity other than the receiving party’s directors, officers, employees, agents, contractors, legal and financial advisors, and other representatives (collectively, “Representatives”) who have a need to know the Confidential Information for a Permitted Purpose, and are bound by an obligation of confidentiality at least as protective of the Confidential Information as the applicable provisions of this Agreement. Each party acknowledges and agrees that additional and/or stricter obligations with respect to permitted uses and disclosures are required in this Agreement in specified circumstances (e.g.,
disclosure to a sub-business associate). The receiving party is responsible for ensuring compliance by its Representatives with the receiving party’s confidentiality obligations under this Agreement, and shall remain liable to the disclosing party for any unauthorized access to, use, or disclosure of the disclosing party’s Confidential Information by or through its Representatives.

5.6 **Legally Required Disclosures.** Prior to making any disclosure of the disclosing party’s Confidential Information to any governmental or regulatory authority, in connection with any civil, criminal, administrative, or other proceeding, in response to any subpoena, court order, or law enforcement request, or as otherwise is or may be required under Applicable Law, where permitted by Applicable Law, the receiving party shall notify the disclosing party and afford the disclosing party a reasonable opportunity to object thereto and limit the contents thereof. The receiving party agrees to provide all reasonable information and assistance requested by the disclosing party in connection therewith, at the disclosing party’s expense. If the receiving party is nonetheless compelled to disclose any of the disclosing party’s Confidential Information, the receiving party shall limit its disclosure to that portion of the Confidential Information that the receiving party is required to disclose under Applicable Law. Notwithstanding anything to the contrary, either party is authorized to disclose Confidential Information (excluding ESI Data) in support of legal and regulatory compliance activities in the ordinary course, including in response to requests by auditors, examiners, and regulators, without notifying the other party or affording such other party an opportunity to object to such disclosure.

5.7 **Return or Destruction.** Upon the expiration or termination of this Agreement, following the disclosing party’s written demand, the receiving party shall return or destroy all Confidential Information of the disclosing party in its possession or control. Notwithstanding the foregoing, the receiving party shall not be obligated to return or destroy Confidential Information (i) contained in back-up or archival copies of systems, media, or communications that were made in the ordinary course and are not readily accessible to users, or (ii) retained in accordance with the receiving party’s record retention policy for legal, regulatory compliance, archival, or evidentiary purposes, in either case provided that such Confidential Information shall remain subject to the receiving party’s surviving confidentiality obligations under this Agreement. Upon the disclosing party’s written demand, an authorized representative of the receiving party shall certify in writing to the disclosing party that the receiving party has complied with its return and destruction obligations under this paragraph.

5.8 **Publicity; Use of Name.** Each party confirms that it has not, and that it shall not, directly or indirectly, without the prior written consent of an authorized representative of the other in each instance: (a) issue any press release or engage in any advertising, publicity, promotional, or marketing activities announcing or concerning the parties’ entry into, relationship, or performance under this Agreement; (b) identify the other as a past, current, or prospective customer (whether in customer lists, white papers, case studies, presentations, or otherwise); (c) state or imply that ESI utilizes, sponsors, endorses, or is affiliated with any offerings of Vendor or its personnel (regardless of whether ESI is specifically identified by name; e.g., “a large pharmacy benefits management company”); or (d) otherwise use any of the other’s business, product, or service names, logos, trademarks, or service marks, whether registered or unregistered, or any derivations thereof (it being understood and agreed, in any event, that any such use shall be subject to reasonable quality control and brand usage guidelines, and that all goodwill arising therefrom shall inure solely to the other’s benefit). ESI is authorized to identify Vendor as a supplier of ESI, and to describe the Services provided by Vendor and Vendor’s subcontractors hereunder, without confidentiality or other restriction.

5.9 **Obligations of Confidentiality.** The obligations of the receiving party as to disclosure and confidentiality shall come into effect as of the Effective Date of this Agreement and shall continue for a period of seven (7) years following such termination or expiration. The receiving party shall use the same degree of care to protect the disclosing party’s Confidential Information as the receiving party uses to protect its own Confidential Information, but in no event shall the receiving party exercise anything less than the standard of care. Notwithstanding the foregoing, the obligations not to disclose ESI Data shall survive in perpetuity.

6. **DATA USE AND RECORD RETENTION**

6.1 **ESI Data.** As used in this Agreement, “ESI Data” means all information, records, files, reports, materials, and data (excluding ESI Client Protected Health Information, whose use and disclosure is governed by the parties’ respective Business Associate Agreements with ESI Client) (a) created, collected, compiled, generated, processed, handled, transmitted, maintained, or stored by or for ESI, its Affiliates, their direct or indirect clients, and/or their authorized users (including health plan members) under or in connection with the provision, receipt, or use of the Services (including any
related software, website, mobile application, or information system), (b) that Vendor or its personnel receive, obtain, or have physical or remote access to at the facilities or on the information systems of ESI, its Affiliates, their direct or indirect clients, and/or their authorized users (regardless of whether related to the Services), or (c) that otherwise is classified as internal, confidential, or restricted information of ESI in accordance with ESI’s information asset classification policy, and all copies, summaries, extracts, and derivations of the foregoing, in each case in any form or medium, and regardless of whether in identifiable, de-identified, aggregated, disaggregated, encrypted, unencrypted, or other form.

6.2 Ownership of ESI Data. As between the parties, ESI is and shall remain the sole and exclusive owner of the ESI Data. However, to the extent that the ESI Data is the identifiable health information and data of an enrolled member of an ESI Client, such ESI Data is the property of the ESI Client. Vendor shall not acquire or assert any right, title, or interest in ESI Data or impose any restrictions on ESI in connection therewith, including by virtue of Vendor’s selection, arrangement, structure, generation, processing, or storage thereof. Vendor shall not, nor shall it attempt or purport to, sell, license, subject to any lien, or otherwise encumber the ESI Data, nor shall Vendor condition ESI’s access to, receipt, or use of ESI Data on the purchase, license, or use of Vendor’s products, services, or information systems.

6.3 Use of ESI Data. Vendor shall access, collect, retain, use, and disclose ESI Data only as expressly authorized by ESI for the limited purpose of providing the Services, and shall comply and cause its Personnel to comply with Applicable Law in connection therewith. Vendor shall not access, collect, retain, use, or disclose ESI Data for any other purpose, whether for its own benefit or the benefit of a third party. Without limiting the generality of the foregoing, Vendor shall not, nor shall it authorize or enable any other person or entity to, access, collect, retain, use, or disclose ESI Data: (a) in competition with or to the detriment of ESI, its Affiliates, or their direct or indirect clients; (b) through use of screen scraping, data harvesting, remote monitoring, or similar methods, tools, or capabilities; (c) to market to or solicit ESI or its Affiliates’ direct or indirect clients, authorized users, or health plan members; or (d) for research, analysis, data mining, benchmarking, or similar purposes, regardless of whether aggregated with other data or retained in de-identified form.

6.4 Retention of ESI Data. Vendor shall retain ESI Data in a manner that supports ESI’s record retention requirements and complies with Applicable Law and ESI’s obligations to its clients and other third parties, each as supplemented by any specific record retention requirements identified in this Agreement. Vendor shall maintain the integrity of all ESI Data in Vendor’s and its Personnel’s possession, custody, or control, and shall cooperate with ESI to restore any ESI Data that is incorrectly processed, truncated, corrupted, lost, or otherwise damaged. Vendor shall not dispose of any ESI Data that Vendor is required to maintain on ESI’s behalf without ESI’s prior, written consent in each instance. For the avoidance of doubt, expiration or termination of this Agreement shall not relieve Vendor of its record retention obligations.

6.5 Return of ESI Data. Upon the expiration or termination of this Agreement, and/or upon ESI’s earlier written demand, at no additional charge, Vendor shall return all ESI Data (unless a lesser portion is specifically requested by ESI) to ESI and obtain ESI’s written confirmation that ESI has any copies of such ESI Data that ESI requires for its internal systems, records, and archives. Vendor shall return ESI Data in a secure manner and in an industry standard, non-proprietary format that satisfies ESI’s record retention requirements and is suitable for ESI’s use on its own systems and/or with another supplier of ESI’s choice, all as reasonably specified by ESI, and shall provide all information and assistance reasonably requested by ESI in connection therewith. Notwithstanding the foregoing, with ESI’s prior, written approval in connection with the return of electronic ESI Data, Vendor may charge ESI at Vendor’s standard hourly rate, not to exceed $150 per hour, for reasonable time spent preparing custom extractions of ESI Data that are neither supported by default in Vendor’s information systems nor supplied by ESI.

6.6 Disposal of ESI Data. Vendor shall securely destroy and dispose of ESI Data (including copies, extracts, summaries, and derivations thereof) in Vendor’s and its Personnel’s custody, possession, or control promptly following the expiration or termination of this Agreement, or at the conclusion of the applicable retention period, if a shorter or longer retention period is expressly stated or required hereunder. Notwithstanding the foregoing, prior to disposing of any ESI Data, Vendor shall comply with its obligations concerning the return of such ESI Data to ESI. Vendor shall dispose of ESI Data in a secure manner consistent with Vendor’s confidentiality and information security obligations, and in compliance with Applicable Law. Without limiting the foregoing, Vendor shall permanently erase all ESI Data from the networks, equipment, software, databases, devices, media, and other information systems of Vendor and its Personnel. Upon ESI’s request, Vendor’s authorized representative shall certify in writing to ESI that Vendor has complied and caused its Personnel to comply with the foregoing requirements.
6.7 Relationship to Confidentiality Obligations. Vendor’s obligations pursuant to this Section 6 are in addition to, not in lieu of, Vendor’s confidentiality obligations pursuant to Section 5, and shall control to the extent more protective of ESI or the ESI Data. For the avoidance of doubt, the exceptions in Section 5.2 do not and shall not apply to ESI Data, which shall remain Confidential Information notwithstanding the applicability of any such exceptions.

8. INTELLECTUAL PROPERTY RIGHTS

Each party reserves all right, title, and interest in and to its general skills and knowledge, pre-existing work, products, services, data, specifications, information systems, technology, and intellectual property utilized, developed, authored, invented, or otherwise owned or controlled by such party prior to this Agreement and/or independently of the other party. No rights or licenses in or to the foregoing, express or implied, are granted or conferred by either party to the other party under or by virtue of this Agreement.

9. REPRESENTATIONS AND WARRANTIES

9.1 Full Power and Authority. Each party represents and warrants that it is duly incorporated, validly existing, and in good standing under the laws of its state of organization, and that this Agreement has been duly authorized and, when executed and delivered, shall constitute a legal, valid and binding obligation of the party, enforceable against the party in accordance with its terms. Vendor further represents and warrants that (a) it possesses and shall maintain the ability, resources, and financial capacity necessary to timely perform its obligations under this Agreement, (b) there are no threatened or pending claims known to it as of the Effective Date that could have a material adverse impact on its ability to perform as required by this Agreement, and (c) it is not and shall not become subject to any contract or obligation that conflicts with Vendor’s entry into or performance hereunder.

9.2 Compliance with Applicable Laws. Each party represents and warrants that: (a) it can and shall exercise its rights and perform its obligations under this Agreement in compliance with Applicable Law; (b) no notice or charge of non-compliance with any Applicable Law has been asserted or filed against it that may impair a party’s ability to perform hereunder; (c) a party shall not perform or fail to perform any act that it knows or reasonably should know would place the other in violation of Applicable Law; (d) in the case of Vendor only, assuming proper configuration by ESI of those parameters within ESI’s discretion and control, the Services, and each component thereof, have been and shall be designed and maintained by Vendor to comply, operate in accordance with, and support ESI’s compliance with Applicable Law; (e) in the case of Vendor only, Vendor shall notify ESI promptly upon discovering or receiving notice from any regulatory authority, industry working group, or other third party that the Services, or any component thereof, fails to comply or operate in accordance with any Applicable Law; and (f) in the case of Vendor only, Vendor shall take all steps necessary to correct any identified deficiencies, promptly and at no additional charge, and shall provide all information and assistance reasonably requested by ESI in connection therewith. Vendor also represents and warrants that the SaveOn Program does not involve the counseling or promotion of any off-label use of any products or a business arrangement or other activity that violates any Applicable Law. Vendor shall make no representations to an ESI Client that ESI has provided any guidance or endorsement on the legal structure of the SaveOn Program offered by Vendor, including any representation of compliance with any Applicable Laws.

The term “Applicable Law” as used in this Section 9.2 and elsewhere in this Agreement shall not include any laws, regulations, rules, ordinances and/or other guidance related to HSA-eligible high deductible health plans (including but not limited to Code Section 223) and ESI Client is solely responsible for determining whether to implement the SaveOn Program for its HSA-eligible high deductible health plan and addressing any compliance issues related to such implementation.

9.3 Performance. Vendor represents and warrants that the Services: (a) shall be provided in a professional, diligent, and workmanlike manner, consistent with the highest industry standards and practices, in compliance with Applicable Law, in such a manner as shall not unreasonably interfere with or disrupt ESI’s systems, facilities or business operations, and in accordance with all commercially reasonable precautions necessary to promote safety, avoid accident, and prevent injury or damage to person or property; (b) shall conform in all material respects to the applicable specifications, project milestones, acceptance criteria, and requirements under this Agreement, and (c) shall be free from defects in materials, design, or workmanship. In the event of a breach of the foregoing representations or warranties under this paragraph, promptly and at no additional charge, Vendor shall re-perform, correct, or otherwise remedy the
nonconforming Services reasonable satisfaction, or if Vendor is unable or unwilling to timely do so, ESI shall have the right to (x) remedy the non-conformity itself, and to offset the reasonable cost of such actions against any and all amounts owed by ESI to Vendor or (y) terminate the affected Services, in which case Vendor shall refund to ESI all fees and charges paid for the non-conforming Services and waive any further balance owed therefor for the non-conforming Services.

9.4 Non-Infringement. Vendor represents and warrants that: (a) to the best of its knowledge, but without limiting its indemnification obligations hereunder, neither the Services, nor the provision, receipt, or use of any component thereof as contemplated hereby (in each case excluding contributions or modifications by ESI) infringes, misappropriates, or otherwise violates any third party’s Intellectual Property, privacy, publicity or other rights; (b) no claim, allegation, or finding of infringement of a third party’s Intellectual Property related to the Services, or the provision, receipt, or use of any component thereof as contemplated hereby, has been threatened, is pending, or has been found, held, or decided by any court or other body of competent jurisdiction; (c) with respect to any and all third party components of the Services, Vendor has and shall maintain, at no additional cost to ESI, all rights and licenses necessary for Vendor to provide and ESI Client to receive, use, and enjoy the Services for the purposes contemplated hereby; and (d) Vendor and its personnel do not intend to and shall not, directly or indirectly, alone or in concert with others, take any action or enforce or grant any third party the right to enforce any Intellectual Property against ESI, its Affiliates, or ESI Clients (or the customers of such clients) that would conflict with or derogate from the receipt, use, or enjoyment of the Services for the purposes contemplated by this Agreement.

9.5 Licenses and Certifications. To the extent applicable based on the Services provided, Vendor represents, warrants and covenants to ESI that any and all professional licenses and/or certifications required to be maintained by individuals performing Services under this Agreement have not been and currently are not subject to any sanctions, suspension, revocations and/or disciplinary actions.

9.6 Continuous Nature. Except as otherwise expressly stated in this Agreement, all representations and warranties shall be deemed first made on the Effective Date and shall run continuously thereafter. Vendor shall promptly notify ESI if any change in circumstance makes any representation by Vendor inaccurate, or causes or is likely to cause Vendor to breach any warranty, and shall provide all information and further assurances reasonably requested by ESI in connection therewith.

9.7 DISCLAIMER. NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, EACH PARTY HEREBY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

10. RECORDS, AUDITS, AND COMPLIANCE

10.1 Record Keeping. Each party shall maintain complete and accurate records and supporting documentation, in accordance with generally accepted accounting principles, that substantiate activities, fees, and charges under this Agreement, as applicable, and comport with any additional record keeping obligations under this Agreement. Each party shall retain such records and supporting documentation for at least three (3) years following the expiration or termination of this Agreement, except as otherwise provided herein or by Applicable Law. Upon a party’s request, the other shall provide copies of such records and supporting documentation, in the format, on the media, and via the method of delivery reasonably requested. The requesting party bears all costs associated with such request.

10.2 Audit Right. During the term, and for a period of three (3) years after the Agreement, each party reserves the right to audit, inspect, and examine the other’s books, records, supporting documentation, facilities, information systems, and related controls pertaining to the Services, billing practices, and/or compliance with this Agreement or Applicable Law. Such audits may be conducted no more than once annually, upon thirty (30) days advance written notice, at any reasonable time, both on-site and remotely, by the requesting party, its designated third party auditor that is reasonably acceptable to the other party, or any regulators. Any such designated third-party auditor shall execute a non-disclosure agreement protecting Confidential Information. Each party agrees to fully cooperate with each such audit, including by promptly providing written responses to questions, providing access to requested areas, individuals, and items during regular business hours, and providing auditors with suitable working space and use of Internet connectivity, printers, scanners, and copiers. If any audit reveals that an overcharge or undercharge incurred, in the case of an error by
either party, such party shall provide a written response or explanation, correct any error and remit any monies due within fifteen (15) days after receiving notice of the error or overcharge. Each party shall bear its own costs in connection with any such audits.

11. INDEMNIFICATION

11.1 Each party (the “Indemnifying Party”) shall indemnify and hold harmless the other party and its affiliates, and their respective directors, employees, consultants and agents (the “Indemnified Parties”) from and against any and all liabilities, losses, damages, costs, and other expenses, including reasonable attorneys’ fees (“Losses”) incurred by the Indemnified Parties as a result of any claim, demand, action or proceeding by any third party against such Indemnified Parties (each, a “Claim”) to the extent arising from or relating to: (i) any material breach of any representation, warranty, covenant, or obligation of the Indemnifying Party under this Agreement; (ii) any negligence or willful misconduct by the Indemnifying Party or any of its employees, agents, or subcontractors except, in each case, to the extent such Losses and Claims result from the negligence or willful misconduct of any of the Indemnified Parties; (iii) any security incident occurring while ESI Data is in Vendor’s or its personnel’s possession, custody, or control, occurring on or through products, services, websites, applications, or information systems of Vendor or its personnel, or otherwise arising out of or resulting from the negligent or intentional tortious acts or omissions, criminal or wrongful acts, breach of any representation, warranty, or obligation under this Agreement, or violation of Applicable Law by Vendor or its personnel; or (iv) any claim or allegation that the Services, the provision, receipt, or use of any component thereof, or the grant or exercise of rights therein contemplated hereby (in each case excluding claims directed and attributable solely to contributions or modifications by ESI) infringes, misappropriates, or otherwise violates (whether on a direct, contributory, or vicarious liability basis) any third party’s intellectual property, privacy, publicity or other rights.

11.2 Indemnification Procedures. The Indemnifying Party shall be entitled, at its option, to control the defense of and settlement of any claim on which it is liable, provided that the Indemnifying Party shall act reasonably and in good faith with respect to all matters relating to the settlement or disposition of the Claim as the disposition of the Claim relates to the Indemnified Party. The Indemnified Parties shall cooperate in the investigation, defense and settlement of any Claim. Failure of the Indemnified Party to provide prompt written notice shall not relieve the Indemnifying Party of its obligations hereunder unless the Indemnifying Party is prejudiced by such delay. An Indemnified Party shall have the right to retain its own separate legal counsel at its own expense.

11.3 Failure to Defend or Settle. If the Indemnifying Party fails or wrongfully refuses to defend or settle any Claims, then the Indemnified Party will, upon written notice to the Indemnifying Party, have the right to defend or settle (and control the defense of) such Claims. In such case, the Indemnifying Party shall cooperate, at its own expense, with the Indemnified Party and its counsel in the defense and settlement of such Claims, and shall pay, as they become due, all costs, damages, and reasonable legal fees incurred therefore.

11.4 Settlement. No settlement or compromise of a Claim subject to the indemnification provision will be binding on a party without prior written consent. Such consent of settlement or compromise will not be unreasonably withheld, conditioned or delayed. A party will not admit fault on behalf of the other without the prior written approval of such other party.

12. LIMITATIONS ON LIABILITY

EACH PARTY TOGETHER WITH ITS AFFILIATES AND ANY OF ITS RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, SUBCONTRACTORS, CONSULTANTS OR AGENTS, SHALL NOT HAVE ANY LIABILITY TO THE OTHER PARTY OF ANY TYPE (INCLUDING, BUT NOT LIMITED TO, CONTRACT, NEGLIGENCE, AND TORT LIABILITY), FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO THE LOSS OF OPPORTUNITY, LOSS OF USE, OR LOSS OF REVENUE OR PROFIT, IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE SERVICES HEREREUNDER, EVEN IF SUCH DAMAGES MAY HAVE BEEN FORESEEABLE, EXCEPT AS MAY OTHERWISE ARISE UNDER APPLICABLE LAW. IN NO EVENT WILL VENDOR’S LIABILITY UNDER THIS AGREEMENT EXCEED ITS APPLICABLE INSURANCE LIMITATIONS (WITH SUCH LIMITATIONS APPLIED PER OCCURRENCE FOR ANY CLAIM BROUGHT BY AN INDIVIDUAL ESI CLIENT). ANY LIMITATION OF LIABILITY FOR A HIPAA BREACH WILL BE DETERMINED BY ESI AND VENDOR IN THEIR RESPECTIVE BUSINESS ASSOCIATE AGREEMENTS WITH ESI CLIENT.
13. INSURANCE

13.1 Minimum Types and Amounts. At all times and for claims that may accrue during the term of this Agreement, and for a period of three (3) years thereafter with respect to any insurance maintained on a claims made basis, each party shall continuously maintain on behalf of itself and any subcontractors utilized under or in connection with this Agreement, at no cost to the other, insurance of types and in amounts sufficient to cover obligations undertaken under this Agreement, and protect against all claims and liabilities that may arise directly or indirectly as a result of each party’s or its personnel’s performance or non-performance hereunder. The foregoing coverage shall include, at a minimum, policies of insurance of the following types written for not less than the following U.S. Dollars per claim/occurrence and annual aggregate limits or any higher limit required by Applicable Law:

<table>
<thead>
<tr>
<th>Insurance Coverage</th>
<th>Per Claim/Occurrence</th>
<th>Annual Aggregate</th>
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<tbody>
<tr>
<td>Workers’ Compensation</td>
<td>Statutory</td>
<td>Statutory</td>
</tr>
<tr>
<td>Employer’s Liability</td>
<td>$1 Million</td>
<td>$2 Million</td>
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<tr>
<td>Commercial General Liability (including Contractual Liability coverage)</td>
<td>$2 Million</td>
<td>$3 Million</td>
</tr>
<tr>
<td>Automobile Liability</td>
<td>$1 Million</td>
<td>$2 Million</td>
</tr>
<tr>
<td>Umbrella/Excess Liability</td>
<td>$3 Million</td>
<td>$3 Million</td>
</tr>
<tr>
<td>Cyber/Network/Privacy Liability</td>
<td>$5 Million</td>
<td>$5 Million</td>
</tr>
<tr>
<td>Professional/Errors and Omissions Liability</td>
<td>$1 Million</td>
<td>$2 Million</td>
</tr>
</tbody>
</table>

13.2 Additional Requirements. Each policy of insurance shall be underwritten by an insurer or insurers that have an A.M. Best rating of not less than A minus VII. With respect to any coverage maintained on a “claims made” policy form, such policy retrospective date must precede the commencement of the first Services provided under this Agreement. Each party shall be responsible for payment of its own insurance deductibles and self-insurance retentions. A party’s maintenance of, or failure to maintain, the required coverage shall in no way limit its obligations or liability under this Agreement and Applicable Law.

13.3 Evidence of Insurance. Simultaneously with the execution of this Agreement, annually thereafter, and at each time a change is made to any insurance required hereunder, each party shall deliver to the other a Certificate of Insurance evidencing the required coverage for itself and its personnel, together with any supplemental detail on policy status, scope, or coverage that may be reasonably requested by the other party. Vendor shall also deliver a Certificate of Insurance with any supplemental detail evidencing the Umbrella Liability policy’s provision of excess coverage of Vendor’s primary Professional Liability policy. Each party shall notify the other at least thirty (30) days prior to making any material modification to, cancelling, or substituting any policy. Upon cancellation, expiration or termination of a policy for any reason, a party shall either purchase a new policy having a retrospective date the precedes the commencement of the first Services under this Agreement or purchase an Extended Reporting Endorsement or “Tail” coverage under such policy to provide for uninterrupted insurance coverage as required hereunder. Each party shall notify the other immediately if any policy is cancelled, terminates, or expires without an appropriate substitution previously disclosed in writing to the other party, or if a party reaches or determines that it is likely to reach the per occurrence, per claim, or aggregate limit under any policy.

14. MISCELLANEOUS

14.1 Governing Law. This Agreement is governed and shall be interpreted for all purposes by the laws of the State of New York, without giving effect to any conflict of laws principles that would require the application of the laws of a different jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods and the United
Nations Convention on the Limitation Period in International Sales of Goods shall not apply to this Agreement, and are hereby expressly excluded.

14.2 Equitable Relief. Each party acknowledges that its breach or threatened breach of its confidentiality, record retention, privacy, or information security obligations under this Agreement, or violation or threatened violation of the other party’s intellectual property rights, may cause irreparable harm to the other party, the extent of which would be difficult and impracticable to assess, and that money damages may not be an adequate remedy for such breach. Accordingly, in connection with any such occurrence, a party shall be entitled to seek specific performance, temporary or permanent injunctive relief, and other non-monetary equitable relief in any court of competent jurisdiction, notwithstanding the jurisdiction, venue, and other dispute resolution requirements hereof, in addition to all other legal and equitable rights and remedies available to the disclosing party under this Agreement and Applicable Law.

14.3 Notices. All notices of legal effect required or permitted under this Agreement shall be in writing and in the English language, and shall be delivered either personally or by postage prepaid certified or registered mail, or by a recognized overnight courier or delivery service, with return receipt or other proof of delivery requested. Notices shall be directed to the other party’s notice address set forth below the signature block of this Agreement, and shall be deemed effective upon receipt (or if delivery is refused, on the date of such refusal). Either party may change its address for notices from time to time by providing written notice of such change to the other party.

14.4 Assignments. Neither party may transfer or assign this Agreement, in whole or in part, by operation of law or otherwise, without the other party’s written consent, not to be unreasonably withheld. Any attempted transfer or assignment in violation of the foregoing shall be null and void from the beginning and of no effect.

14.5 Third Party Beneficiaries. Except as otherwise expressly set forth herein, this Agreement is entered into for the benefit of the parties and their respective permitted successors and assigns. Nothing contained in this Agreement, express or implied, is intended or shall be construed to give any other person or entity any legal or equitable rights under or by reason of this Agreement; provided, however, that ESI Clients have third party beneficiary rights to enforce their rights under this Agreement upon execution of the Joinder to Master Program Agreement, attached hereto as Exhibit B. The covenants, terms and conditions of this Agreement applicable to ESI Clients include: Pricing and Payment; Term and Termination; Confidentiality; Intellectual Property Rights; Representation and Warranties (as reasonably applicable to ESI Client); Records, Audits and Compliance; Indemnification; Limitations on Liability; and Miscellaneous.

14.6 Non-Solicitation. During the term of this Agreement, neither party shall take any action to directly solicit any officer or other key employee of the other party who renders services to terminate his or her employment with the other party or to seek or accept employment with the first party; provided, however, the foregoing restrictions shall not apply to any solicitation directed at the public in general or to employees of the other party who first approach the first party regarding employment opportunities.

14.7 Force Majeure. Each party shall be excused for any failure or delay in performance for the duration that it is so precluded from performing as a direct result of acts of God, natural disasters, wars, riots, civil disturbances, national emergencies, terrorist acts, epidemics, or other causes or events beyond its reasonable control and not caused by its negligent or tortious acts or omissions (in each case, an event of “force majeure”), provided that the party so precluded from performing promptly informs the other party and uses all commercially reasonable efforts to resume performance with reasonable dispatch. The foregoing shall not be construed to relieve either party of its confidentiality, data use and record retention, intellectual property, privacy, or information security obligations, or to diminish its responsibility for an incident or its business continuity or disaster recovery obligations in any way. Under no circumstances shall ESI be required to pay fees or charges in respect of Services that Vendor is precluded from providing as the result of a force majeure event, and any prepayments made by ESI in respect thereof shall be credited or refunded accordingly. If a force majeure event delays Vendor from performing for more than ten (10) business days, or if, following a force majeure event, Vendor does not resume performance with reasonable dispatch, ESI shall be entitled to immediately terminate this Agreement, in whole or in part, upon written notice to Vendor.

14.8 Remedies Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of each party under this Agreement are cumulative, and in addition to all other rights and remedies available at law or in equity. Termination of this Agreement shall not relieve either party of any liabilities accruing prior to termination or its surviving obligations under this Agreement.
14.9 Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable or invalid under Applicable Law, such provision shall be deemed modified to the extent necessary in the court's opinion to render such provision enforceable, preserving to the fullest permissible extent the intent and agreement of the parties herein set forth, or severed from this Agreement if such modification is not possible, and the rights and obligations of the parties shall be construed and enforced accordingly. The unenforceability, invalidity, or exclusion from this Agreement of any provision shall not affect the enforceability or validity of this Agreement or any other provision hereof.

14.10 Construction. The captions and section headings in this Agreement are for reference purposes only, and shall not affect the meaning or interpretation of this Agreement. The term "including" as used herein means "including without limitation." The terms "herein," "hereof," "herein," "hereof," and similar variations refer to this Agreement as a whole, rather than to any particular part or section. This Agreement shall be interpreted in order to give reasonable meaning to all parts.

14.11 Amendment; Waiver. Except as otherwise expressly stated herein, this Agreement may be amended or supplemented only by a written instrument executed by an authorized representative of each party. No rights or obligations shall be waived by any act, omission or knowledge of a party, except by a written instrument expressly waiving such rights or obligations executed by an authorized representative of the waiving party. Any waiver on one occasion shall not constitute a waiver on subsequent occasions.

14.12 Entire Agreement. Except as otherwise noted, this Agreement, including the exhibits attached hereto, sets forth the entire agreement of the parties with regard to the subject matter hereof, and supersedes all prior and contemporaneous negotiations, understandings, and agreements, whether written or oral, pertaining to the subject matter hereof. Without limiting the foregoing, this Agreement supersedes and shall take precedence over any conflicting or supplemental terms and conditions included in any Vendor proposal, quote, acknowledgment, or invoice, all of which are hereby objected to and expressly rejected.

14.13 Counterparts; Facsimile. For the convenience of the parties, this Agreement and any amendment may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument. Facsimiles or scanned images of original signatures shall be deemed valid and have the same effect as an original signature. An executed copy of this Agreement or an amendment may be imaged and stored electronically, and shall be deemed valid and have the same effect as the original executed version.

14.14 Further Assurances. The parties shall, with reasonable due diligence and at their own cost and expense, cooperate fully with each other to take further action and/or provide all such further assurances as may be reasonably required or appropriate to better evidence and reflect the transactions described herein and contemplated hereby and to carry into effect the intent, purposes and obligations of this Agreement or to show the ability to carry out the intent, purposes and obligations of this Agreement. In connection with the foregoing, the parties agree to perform (or procure the performance of) all further acts, including but not limited to, executing, filing, consummating and/or delivering such further documents, as may be required to comply with applicable laws, contractual obligations to third parties or as the other party may reasonably require to implement and/or give effect to this Agreement and the transactions contemplated by, and to the terms of, this Agreement. Any such documents confirming a party's compliance with this Agreement shall be promptly provided at the request of party seeking such further assurances.

14.15 Exclusivity. During the term of this Agreement, Vendor will offer the SaveOn Program exclusively through ESI or an Affiliate to ESI Clients and shall not enter into an arrangement to offer a substantially similar program to any other pharmacy benefit manager. So long as Vendor is subject to exclusivity hereunder, ESI shall not exclusively market the SaveOn Program to ESI Clients and not market any third-party program to the ESI Clients that provides substantially similar services. Notwithstanding anything in this Agreement to the contrary, ESI may continue to offer and expand existing ESI copay assistance management programs for ESI Clients in a manner that does not infringe upon Vendor's rights hereunder. Nothing in this Section 14.15 is meant to lessen any Intellectual Property or Confidentiality rights provided under this Agreement.

14.16 Fiduciary Acknowledgement. Neither ESI nor Vendor is a fiduciary (as defined under ERISA or state law) of ESI Clients’ plans. ESI, ESI Affiliates and Vendor do not: (a) have any discretionary authority or control respecting management of ESI Clients’ plans’ prescription benefit programs or (b) exercise any authority or control respecting
management or disposition of the assets of ESI Clients’ plans. All such discretionary authority and control with respect to the management of ESI Clients’ plans and plans’ assets are retained by ESI Clients and/or ESI Clients’ plans.

IN WITNESS WHEREOF, the parties, each acting with proper authority and intending to be legally bound, have caused this Agreement to be executed as of the Effective Date:

**Express Scripts, Inc.:**

- **By:** [Signature]
- **Print:** Ronald K. Fox
- **Title:** President - Health Plan Division
- **Date:** 8/2/18

**Vendor:**

- **By:** [Signature]
- **Print:** [Signature]
- **Title:** President
- **Date:** 8/2/2018

**Address for Notices:**

Express Scripts, Inc.
One Express Way
St. Louis, MO 63121
Attn: Vice President Product Management
With a copy to: General Counsel
Fax No. (800) 417-8163

Save On SP
611 Jamison Road, Suite 201
Elma, NY 14059
EXHIBIT A

SERVICES

(a) Vendor shall perform the following services:

i. Assist the ESI Client with potential modifications to summary plan descriptions or other benefits documents to outline the SaveOn Program within the ESI Client’s plan benefit;

ii. Assist the ESI Client with benefit design changes that recategorize certain specialty medications with respect to Essential Health Benefits as defined at 42 CFR § 440.347 and implementing guidance as required under the Patient Protection and Affordable Care Act 42 U.S.C. § 18001.

iii. Triage calls from pharmacies (Accredo and retail network pharmacies) attempting to process prescriptions for ESI Clients implementing the SaveOn Program;

iv. Contact patients and assist with enrollment for copay assistance;

v. Cover any remaining portion of the ESI Client’s member’s copay after copay assistance has been applied; these charges are billed back to the ESI Client through the monthly invoice

vi. Provide necessary data (i.e., step edit info) back to ESI to process any administrative prior authorizations setup to administer the SaveOn Program;

vii. Provide secondary and tertiaryBIN information to pharmacies;

viii. Provide any and all reporting requested by ESI Clients on the copay assistance captured and associated plan savings;

ix. Provide ESI with client-level (or group-level, if requested) invoices and any requested supporting documentation on a monthly basis; and

x. Handle all SaveOn Program related member communications on behalf of the ESI Client when/if requested by ESI Client;

(b) Vendor will commit to matching ESI’s timeline for ESI Client implementation to as low as a thirty (30) day timeline for client implementations on any new ESI Client setup on the SaveOn Program measured from the time of full execution of contract with the ESI Client to readiness for processing, provided that Vendor receives timely support from ESI where necessary during any such implementation and any delay is not caused or requested by ESI Client.

(c) Vendor will commit to service level agreements for implementation, contacting patients, signing responsive patients up on copay assistance, clearing the administrative prior authorization and returning the appropriate BIN information to the pharmacy.

(d) To the extent reasonably feasible, Vendor will ensure the accuracy of the copay information, BIN and PCN information provided and will ensure that the ESI Client’s member is enrolled properly in the applicable manufacturer copay assistance program. If billing information provided by Vendor is found to be inaccurate and results in an inability for Accredo or an ESI network pharmacy to bill a payor or manufacturer copay assistance program and Accredo or ESI accrue any liability or expense as a result, these expenses and liabilities will be billable in full to Vendor.
Client Service Agreement

This agreement ("Agreement") is made by and between:

Selerix Systems, Inc., a Delaware Corporation, with its principal place of business located at 2851 Craig Drive, Suite 300, McKinney, TX 75072 (hereinafter referred to as "Selerix")

and

East Baton Rouge Parish School System, a Louisiana Educational Entity with its principal place of business located 1050 South Foster Dr., Baton Rouge, LA 70806 (hereinafter referred to as "EBRPSS")

as of

July 1, 2020 ("Effective Date")

WHEREAS, Selerix is a party to that certain Software License Agreement (the "License Agreement"), as the same may have been amended from time to time, with MetLife ("MetLife"), wherein Selerix has licensed the Licensed Product described in Exhibit A to MetLife;

WHEREAS, the License Agreement permits the software portion of the Licensed Product to be utilized in marketing and enrolling voluntary insurance products of MetLife ("MetLife Products") and other voluntary and core insurance products on MetLife site ("Other Benefits"), and the License Agreement permits the software system portion of the Licensed Product to be utilized by employees of MetLife and third parties performing services on behalf of MetLife to market, purchase, or enroll MetLife Products and Other Benefits;

WHEREAS, EBRPSS has been permitted by MetLife to use the Licensed Product for the purpose of marketing MetLife Products and Other Benefits to EBRPSS’s employees and for the purpose of enrolling EBRPSS’s employees into MetLife Products and Other Benefits in accordance with the License Agreement;

WHEREAS, EBRPSS solely uses the Licensed Product for the purpose of marketing MetLife Products and Other Benefits to EBRPSS’s employees and for the purpose of enrolling EBRPSS’s employees in MetLife Products and Other Benefits;

WHEREAS, EBRPSS acknowledges that EBRPSS’s rights to use the Licensed Product for the foregoing purposes are derived solely from the license rights granted to MetLife under the License Agreement, and should such License Agreement ever be terminated for any reason, including MetLife’s failure to pay Selerix the license fees and other fees required in order for MetLife to maintain such license rights, then EBRPSS’s rights to use the Licensed Product will cease unless EBRPSS enters into a separate license agreement with Selerix and pays license fees to Selerix as required under such separate license agreement; and

WHEREAS, EBRPSS desires Selerix to perform, and Selerix is willing to provide for so long as EBRPSS has the above-described rights to use the Licensed Product, certain services (the "Services") to EBRPSS related to the support and maintenance of the Licensed Product under the terms and conditions described in this Agreement.

NOW THEREFORE, the Parties further agree to the following:

1. Scope of Services
   The scope of services included in this Agreement is defined in Exhibit A, which is incorporated herein as part of this Agreement. The scope of services can be amended from time-to-time by mutual agreement.
Client Service Agreement

between the Parties as evidenced in writing, provided, however, that the expiration of any amendment, irrespective of its effective date, shall be the expiration date of this original Agreement unless otherwise stated.

2. Confidentiality
(a) Confidential Information. As used herein, “EBRPSS’s Confidential Information” means, subject to the exceptions set forth in subsection (c) and (d) hereof, any information or data, regardless of whether it is in tangible form, disclosed by EBRPSS directly to SELERIX that EBRPSS has either marked as confidential or proprietary, or has identified in writing as confidential or proprietary within thirty (30) days of disclosure to SELERIX or which would be apparent to a reasonable person, familiar with EBRPSS’s business and the industry in which it operates, to be of a confidential or proprietary nature the maintenance of which is important to EBRPSS; unless such information is the subject of any of the exceptions set forth in Section 2 (c) and (d) hereof.

(b) Use and Disclosure of Confidential Information. SELERIX acknowledges that in the course of SELERIX’s performance of services under this Agreement, EBRPSS may directly disclose to SELERIX EBRPSS’s Confidential Information. SELERIX agrees that it will not (i) use any such Confidential Information in any way, for its own account or the account of any third party, except for the exercise of its rights and performance of its obligations under this Agreement, or (ii) disclose any such Confidential Information to any party, other than furnishing such Confidential Information to (a) its employees, agents, customers and consultants who are required to have access to the Confidential Information in connection with the exercise of its rights and performance of its obligations under this Agreement and (b) investors, prospective acquirers and professional advisers; provided that such employees, consultants, investors, prospective acquirers and professional advisers are bound by written agreements in accordance with the terms of this Section 2 (b). SELERIX agrees that it will not allow any unauthorized person access to EBRPSS’s Confidential Information, and that SELERIX will take all action reasonably necessary to protect the confidentiality of such Confidential Information, including implementing and enforcing procedures to minimize the possibility of unauthorized use or copying of such Confidential Information. In the event that SELERIX is required by law to make any disclosure of any of EBRPSS’s Confidential Information, by subpoena, judicial or administrative order or otherwise, SELERIX shall first give written notice of such requirement to EBRPSS, and shall permit EBRPSS to intervene in any relevant proceedings to protect its interests in the Confidential Information, and provide full cooperation and assistance to EBRPSS in seeking to obtain such protection.

(c) Exceptions. Information will not be deemed Confidential Information hereunder if such information: (i) is known to SELERIX prior to receipt from EBRPSS directly from a source other than one having an obligation of confidentiality to EBRPSS; (ii) becomes known (independently of disclosure by the EBRPSS) to SELERIX directly from a source other than one having an obligation of confidentiality to EBRPSS; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by SELERIX; or (iv) is independently developed by SELERIX.

(d) Exception from Confidentiality Provision Regarding Terms of the Agreement. In addition, neither of the Parties to this Agreement will disclose the terms of this Agreement to any other person or entity not a party to this Agreement without the prior written consent of the other Party to this Agreement except that a Party to this Agreement may disclose the terms of this Agreement to its accountants, advisors, investors, acquirers and/or potential investors or acquirers and their advisors (collectively, “Representatives”), which Representatives have a “need-to-know” solely for the purpose of evaluating, negotiating or documenting a contemplated investment or acquisition; provided, however, that each such Representative is bound by a written agreement (or in the case of attorneys or other professional advisors, formal ethical duties) requiring such Representative to treat, hold and maintain the terms of this Agreement as Confidential Information in accordance with the terms and conditions of this Section 2 (d).

3. Risk of Loss
SELERIX shall not be responsible for, and EBRPSS shall bear the risk of, loss during transmission of EBRPSS’s records and data over all communications links and devices.
4. Term
This Agreement shall commence on the Effective Date and shall continue in effect for eighteen (18) months (the “Initial Term”). Upon expiration of the Initial Term, and on each annual anniversary thereafter, this Agreement shall automatically renew for additional one-year period(s) (each a “Renewal Term”) unless terminated earlier by either Party or unless either Party provides written notice of non-renewal within sixty (60) days prior to the expiration of the then current term. Notwithstanding the foregoing, however, the term of this Agreement shall expire immediately in the event the above-described License Agreement is terminated for any reason or in the event EBRPSS is no longer permitted to use the Licensed Product under the terms of the License Agreement. EBRPSS acknowledges that this Agreement does not grant EBRPSS any rights to use the Licensed Product.

5. Termination Without Cause
EBRPSS may terminate the Agreement at any time by providing advanced written notice of not less than sixty (60) days to SELERIX.

6. Termination For Cause
This Agreement may be terminated for cause, as follows:

(a) If either Party breaches any material term or condition of this Agreement, except for EBRPSS’s obligation to pay fees, and fails either to substantially cure such breach within thirty (30) days after receiving written notice specifying the breach or, for those breaches which cannot reasonably be cured within thirty (30) days, promptly commences curing such breach and thereafter proceeds with all due diligence to substantially cure such breach, then the Party not in breach may, by giving written notice to the breaching Party, terminate this Agreement as of a date specified in such notice of termination. All of the obligations of the Parties contained in this Agreement, except for EBRPSS’s obligation to pay fees, shall be deemed to have been performed in an acceptable manner unless the Party not in breach provides the breaching Party with written notice as stated above within sixty (60) days of the event giving rise to the breach; provided the Party not in breach, knows or should have known about such breach.

(b) If EBRPSS fails to pay when due any amounts owed hereunder within thirty (30) days of receiving written notice thereof, SELERIX may, by giving written notice thereof to EBRPSS, terminate this Agreement as of a date specified in such notice of termination.

(c) In the event that either Party hereto becomes or is declared insolvent or bankrupt, is the subject of any proceedings related to its liquidation, insolvency or for the appointment of a receiver or similar officer for it, makes an assignment for the benefit of all or substantially all of its creditors, or enters into an agreement for the composition, extension or readjustment of all or substantially all of its obligations, then the other Party hereto may, by giving written notice thereof to such Party, terminate this Agreement as of the date specified in such notice of termination.

(d) Upon the termination of the Agreement for any reason, EBRPSS will promptly pay to SELERIX all fees due up to the termination date pursuant to this Agreement.

7. Payment Terms
SELERIX will invoice EBRPSS, or other third parties as designated by EBRPSS, monthly for the fees as outlined in Exhibit A. SELERIX will invoice for any fees due for SELERIX’s assistance with EBRPSS’s implementation during the case setup as outlined in Exhibit A. All fees will be invoiced and are due within thirty (30) days of the date of the invoice. If applicable and in the event that any third party fails to pay invoices when due, EBRPSS agrees to pay SELERIX for the Services according to the rates and schedule described in Exhibit A.

Any amount not paid when due shall thereafter bear interest until paid at a rate equal to the lesser of one and one half percent (1 1/2%) per month or the maximum rate allowed by applicable law.
8. Limited Warranty and Service Level Agreement

(a) SELERIX warrants all services under this Agreement will be performed in accordance with generally accepted industry standards by personnel or agents that are qualified to perform the services.

(b) SELERIX warrants that it has all requisite corporate power, financial capacity, and authority to execute, deliver, and perform its obligations under this Agreement.

(c) NO OTHER WARRANTY. Except for the express warranty set out above in this section, the Services are provided on an “As Is” basis, and EBRPSS’s use of the Services is at its own risk. SELERIX does not make, and hereby disclaims, any and all other express or implied warranties, including, but not limited to, warranties of merchantability, fitness for a particular purpose, non-infringement and title, and any warranties arising from a course of dealing, usage, or trade practice. SELERIX does not warrant that the services will be uninterrupted, error-free, or completely secure. SELERIX MAKES ABSOLUTELY NO WARRANTIES CONCERNING THE LICENSED PRODUCT.

9. Limitation of Liability

Under no circumstances will SELERIX or its related persons be liable to EBRPSS for any consequential, indirect, special, punitive, or incidental damages or lost profits, whether foreseeable or unforeseeable, whether or not arising out of breach or failure of express or implied warranty, breach of contract, misrepresentation, negligence, strict liability in tort or otherwise, based on EBRPSS’s claims or those of its customers, including, but not limited to claims for:

- use of the Services,
- interruption in use or availability of data,
- loss of goodwill,
- use of third party software,
- accuracy or interpretation of resulting reports,
- stoppage of other work, or
- impairment of other assets

IN NO EVENT WILL THE AGGREGATE LIABILITY WHICH SELERIX INCURS IN ANY ACTION OR PROCEEDING EXCEED THE AMOUNT ACTUALLY PAID BY EBRPSS TO SELERIX UNDER THIS AGREEMENT DURING THE YEAR ENDING ON THE DATE ON WHICH THE EVENT FORMING THE BASIS OF THE ACTION OR PROCEEDING FIRST OCCURRED.

10. Indemnification

EBRPSS SHALL HOLD HARMLESS SELERIX FROM AND AGAINST ANY LIABILITY, CLAIMS, ACTIONS, DAMAGES OR LOSSES, FOR INJURY, INCLUDING DEATH, TO ANY PERSON OR DAMAGE TO ANY PROPERTY OR PROPERTY RIGHT ARISING OUT OF EBRPSS’S USE OF THE LICENSED PRODUCT AND THE SERVICES EVEN IF SUCH LIABILITY, CLAIMS, ACTIONS, DAMAGES OR LOSSES ARE SOLELY CAUSED OR PARTIALLY CAUSED BY THE NEGLIGENCE OF SELERIX OR OF ANY LICENSORS OF ANY OF THE LICENSED PRODUCT OR ANY OTHER PRODUCT USED BY SELERIX IN PERFORMANCE OF THE SERVICES. SUCH OBLIGATIONS SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFIT PAYABLE BY OR FOR EITHER PARTY UNDER WORKER’S COMPENSATION, DISABILITY BENEFITS, OR OTHER EMPLOYEE ENTITLEMENT.

11. Force Majeure

Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to causes beyond its reasonable control, including, but not limited to, fire, explosion, epidemics, earthquake, lightning, failures or fluctuations in electrical power or telecommunications equipment, accidents, floods, acts of God, the elements, terrorism, war, civil disturbances, acts of civil or military authorities or the public enemy, fuel or energy shortages, acts or omissions of any common carrier, strikes, labor disputes, regulatory restrictions, restraining orders or decrees of any court, changes in law or regulation or other acts of governmental, transportation stoppages or slowdowns or the inability to
Client Service Agreement

procure parts or materials. These causes will not excuse EBRPSS from paying accrued amounts due to SELERIX through any available lawful means acceptable to SELERIX.

12. Assignment
Neither Party may assign, delegate or otherwise transfer this Agreement or any of its rights or obligations hereunder without the other Party's prior written approval. Any attempt to do so without such approval will be void.

Notwithstanding the foregoing, either Party may assign this Agreement to a related or unrelated entity in connection with a transfer of all, or substantially all, of its stock or assets to a third party, and the Parties hereto hereby consent to any such assignment.

This Agreement will bind each Party's successors-in-interest.

13. Relationship
In performing hereunder, both Parties are acting as independent contractors and neither Party undertakes to perform any obligation of the other, whether regulatory or contractual, or to assume any responsibility for the other's business or operations. EBRPSS understands and agrees that SELERIX may perform for or provide to third parties services similar to the Services. Nothing in this Agreement shall be deemed to constitute a partnership or joint venture between SELERIX and EBRPSS. Neither Party shall hold itself out as having any authority to enter into any contract or create any obligation or liability on behalf of or binding upon the other Party.

14. Notices
Any notice or approval required or permitted under this Agreement will be in writing and will be sent by fax, courier, or mail, postage prepaid, to the address specified below or to any other address that may be designated by prior written notice. Any notice or approval delivered by fax (with answer back) will be deemed to have been received the day it is sent. Any notice or approval sent by courier will be deemed received one (1) day after its date of posting. Any notice or approval sent by mail will be deemed to have been received on the fifth (5th) business day after its date of posting.

| If to EBRPSS: | East Baton Rouge Parish School System  
| | 1050 South Foster Dr.  
| | Baton Rouge, LA 70806  
| | Attn: Legal Compliance |

| If to SELERIX: | Selerix Systems, Inc.  
| | 2851 Craig Drive, Suite 300  
| | McKinney, TX 75072  
| | Attn: Legal Compliance |

15. Accuracy of Data and Records
EBRPSS is solely responsible for the accuracy and integrity of data stored in the system. EBRPSS is solely responsible for data input and maintenance of employee and benefit plan information.

16. Amendments
Any waiver, amendment or modification of this Agreement will not be effective unless executed in writing and signed by both Parties.

17. Governing Law
This Agreement will be governed by and interpreted in accordance with the laws of the State of Texas, U.S.A., to the exclusion of its conflict of laws provisions. If any provision of this Agreement is held to be
Client Service Agreement

unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement, unless either Party in good faith deems the unenforceable provision to be essential, in which case such Party may terminate this Agreement effective immediately upon notice to the other Party.

Venue for any dispute resolution proceeding shall be in Collin County, Texas or, if applicable, the state and federal courts covering the geographic area or district in which Collin County, Texas is located.

18. Entire Agreement
This Agreement, together with the Exhibits and attachments hereto which are hereby incorporated into this Agreement, constitutes the complete and entire statement of all conditions and representations of the agreement between Selerix and EBRPSS with respect to its subject matter and supersedes all prior writings or understandings.

19. Survival
Notwithstanding any other provisions of this Agreement to the contrary, Sections 2, 6, 8, 9, 10, 14, and 17 shall survive the termination of this Agreement.

In witness whereof, the Parties hereto have caused this Agreement to be executed by the duly authorized representatives as of the Effective Date:

<table>
<thead>
<tr>
<th>East Baton Rouge Parish School System</th>
<th>Selerix Systems, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signed:</td>
<td>Signed:</td>
</tr>
<tr>
<td>Print name:</td>
<td>Print name: Chris McCoy</td>
</tr>
<tr>
<td>Title:</td>
<td>Title: CFO</td>
</tr>
<tr>
<td>Date:</td>
<td>Date:</td>
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</table>

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Exhibit A: Scope of Services

This Exhibit A—Scope of Services shall be incorporated into and governed by the terms of that certain Client Service Agreement by and between ("SELERIX") and ("EBRPSS") dated July 1, 2020 as amended (the “Agreement”). Unless expressly provided for in this Exhibit A, in the event of a conflict between the provisions contained in the Agreement and those contained in this Exhibit A, the provisions contained in the Agreement shall prevail.

EBRPSS plans to utilize the Licensed Product for the following purposes (the “Purposes”):

- for its employees’ open enrollment and on a year-round basis to assist with employee benefit enrollment and maintenance wherein one or more MetLife Products and Other Benefits is marketed or purchased; and
- to provide access to benefit administrators, employees, carriers, affiliated agents, and professional enrollers designated by EBRPSS who act as agents in conducting such employee benefit enrollments.

1. Licensed Product

"Licensed Product" means the software, software system, and documentation described in the License Agreement.

2. Use of Licensed Product Pursuant to MetLife License Agreement

EBRPSS acknowledges that EBRPSS is only permitted to use the Licensed Product in strict accordance with the License Agreement with MetLife. EBRPSS shall not acquire any right or interest in the Licensed Product, or any derivative of the Licensed Product other than the use rights expressly provided for in the License Agreement.

3. Setup

Subject to the fees set forth below, SELERIX will configure the Licensed Product for EBRPSS at EBRPSS’s request. Configuration can include any of the following: preparation of plan presentations, setting up benefit plans, establishing eligibility and enrollment rules, entering rates, and loading the census.

4. Support

A. Client Support

SELERIX will provide support EBRPSS reasonably needs to assist it in utilizing the Licensed Product for the Purposes described above.

B. Technical Support

In addition to the Client Support described above, SELERIX will provide technical support as required to fix technical problems with the Licensed Product as described below. SELERIX reserves the right to determine the manner in which problems are resolved.

Technical problems are defined as follows:

- “Severity 1 Problem” means any defect or interruption in service for which there is no workaround and that prevents the user from completing a critical task.
- “Severity 2 Problem” means any defect that poses an inconvenience to the user but does not prevent the user from completing critical tasks in the system.
- “Severity 3 Problem” means a minor defect or suggestion for improvements for which EBRPSS’s use of the system is not seriously impaired.

With the exception of Severity 1 problems, support is to be provided by SELERIX during normal business hours, which are defined as 8 a.m. to 6 p.m. Central Time, Monday through Friday.
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SELERIX agrees to resolve:
- Severity 1 Problems within 24 hours.
- Severity 2 Problems within 7 days.
- Severity 3 Problems within 30 days.

5. Schedule of Fees

Support Fees
Fees for the Client Support and Technical Support services described above shall be at a per month per enrolled employee ("PEPM") rate of $0.50 through 12/31/2020 during the balance of the Initial Term, through 12/31/2021, fees shall be at a PEPM rate which is based on the number of lives listed in the grid below. Minimum monthly charge of $750 applies in addition to four (4) month minimum for open enrollment only groups.

<table>
<thead>
<tr>
<th>Group Size</th>
<th>Fee</th>
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<tbody>
<tr>
<td>0 – 500</td>
<td>$750 per Month</td>
</tr>
<tr>
<td>501 – 2,000</td>
<td>$1.50 PEPM</td>
</tr>
<tr>
<td>2,001 – 4,000</td>
<td>$1.25 PEPM</td>
</tr>
<tr>
<td>4,001 – 6,000</td>
<td>$1.00 PEPM</td>
</tr>
<tr>
<td>6,000 &amp; Up</td>
<td>$0.75 PEPM</td>
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</tbody>
</table>

Case Set-up Fees
There are no fees associated with the transition from the Humana site to the MetLife site. Thereafter during any open enrollment period SELERIX will configure the Benefits-Selection system for EBRPSS. The configuration cost will vary based on the complexity of EBRPSS’s plan design. Fees for set-up will be based on plan changes requested by EBRPSS. A Statement of Work will be produced for request including any fees associated. EBRPSS must approve the Statement of Work prior to any updates to the system.

- Configuration of rates and eligibility rules for all plans.
- Deployment of onscreen product presentations (no charge)
- Census preparation and upload
- Configuration of imports and exports for data interchange.
- Preparation of custom forms.
- Preparation of laptop software (no charge)
- Preparation of benefit statement report (no charge)

Note, if there are no material plan changes, e.g. only rates, there will be no additional setup fees.

Fee Adjustment
Fees herein Section 5, described above, shall be fixed during the Initial Term. Following the Initial Term, Fees are subject to change upon 60 days' notice during any Renewal Term. Such Fee Adjustment may occur at any time during a Renewal Term regardless of effective date of such Renewal Term.

6. Billing
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SELERIX will provide an itemized invoice on or about the first of each month for support fees and any case setup work or training that may have been requested or utilized by EBRPSS. Payments are due within thirty (30) days of the date of the invoice.

SELERIX will be responsible for paying any federal income taxes that accrue as a result of this Agreement. In the event that the fees are deemed to be subject to any state sales tax, said sales tax will be charged to EBRPSS and paid by EBRPSS to SELERIX or other third party as applicable.

7. Copyright

THE LICENSED PRODUCT IS THE COPYRIGHTED WORK OF SELERIX OR ITS SUPPLIERS AND IS PROTECTED BY THE COPYRIGHT LAWS OF THE UNITED STATES AND INTERNATIONAL TREATY PROVISIONS. EBRPSS is prohibited from selling, loaning, renting, leasing, sublicensing, transmitting, distributing, redistributing, or otherwise transferring or assigning any part of the Licensed Product to any third party at any time whether with or without consideration. Without limiting the generality of the foregoing, any transmission or transfer of the Licensed Product on the Internet or by other electronic means is prohibited. ANY REPRODUCTION OR DISTRIBUTION OF THE LICENSED PRODUCT NOT IN ACCORDANCE WITH THE EXPRESS TERMS OF THE LICENSE AGREEMENT IS PROHIBITED AND MAY SUBJECT YOU TO CIVIL AND CRIMINAL PENALTIES. ANY ACTUAL OR ATTEMPTED SALE, LOAN, RENTAL, LEASE, LICENSE, SUBLICENSE, TRANSMISSION, DISTRIBUTION OR REDISTRIBUTION OR OTHER TRANSFER OR ASSIGNMENT OF THE LICENSED PRODUCT, IN WHOLE OR IN PART, IN ANY MEDIA OR BY ANY METHOD, SHALL IMMEDIATELY AND IRREVOCABLY TERMINATE THIS AGREEMENT AND YOUR RIGHTS TO USE THE LICENSED PRODUCT UNDER THE LICENSE AGREEMENT FOR ALL PURPOSES NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN. EBRPSS acknowledges and agrees that the Licensed Product and all permitted copies are SELERIX’s exclusive property and a valuable trade secret of SELERIX. EBRPSS may not disclose or make available to third parties the Licensed Product or any portion thereof without SELERIX’s prior written approval. SELERIX reserves title to ownership of, and all proprietary rights to the Licensed Product, as well as any related work product and major or minor releases of the Licensed Product, if any. EBRPSS shall not: (a) permit any copy of the Licensed Product to be shared or used concurrently by persons other than Authorized Users under the terms of the License Agreement; (b) modify (except as expressly provided elsewhere herein), translate, disassemble, or reduce the Licensed Product to another form, or create derivative works based upon the Licensed Product, or cause or permit another to do so; (c) remove any proprietary notices, labels, copyright marks, or trademarks on the Licensed Product; or (d) adapt (except as expressly provided otherwise herein), rent, lease, commercially host, redistribute, loan, or attempt to license or sublicense the Licensed Product. EBRPSS shall promptly and in good faith take all action reasonably necessary, advisable, or requested by SELERIX to assure compliance with this Section 7 by all employees, agents, and clients of EBRPSS.

8. Termination

In the event of termination of this Agreement, SELERIX shall discontinue providing services to EBRPSS.

In addition, EBRPSS acknowledges and agrees that the remedy at law for any breach by EBRPSS of any of the terms of this Agreement may be inadequate and therefore agrees and consents that temporary and permanent injunctive and other equitable relief may be granted in any proceeding which may be brought to enforce any provision hereof, including within such other equitable relief, specific performance, without the necessity of proof of actual damage or inadequacy of any legal remedy and without the necessity of posting bond of more than $500.00.

SELERIX’s foregoing rights and remedies shall be cumulative and in addition to all other rights and remedies available to SELERIX in law and in equity.