

SCSB 2024-69 (NEW)EXHIBIT F-2CLARITYRX CLIENT AGREEMENTCLIENT NAME: Suwannee County School BoardCLIENT TAX ID NUMBER: 59-6000872SPONSOR NAME: ClarityRxEFFECTIVE DATE: May 1, 2023INITIAL TERM OF CLIENT AGREEMENT: 3 YEARS

ESI and Sponsor have entered into a PBM Agreement dated July 1, 2021, which may be amended or replaced from time to time ("PBM Agreement"). The PBM Agreement sets forth certain terms and conditions associated with ESI's, either directly or through its subsidiaries or affiliates, provision of PBM Services (which, under this Client Agreement shall be exclusive for all of Client's self-funded welfare benefit plans that offer a prescription benefit, including, but not limited to, pharmacy network contracting; pharmacy claims processing; mail and specialty drug pharmacy; cost containment, clinical, safety, adherence and other like programs; and formulary administration. The PBM Agreement is incorporated herein for all purposes. To the extent not defined herein, capitalized terms shall have the meaning ascribed to them in the PBM Agreement. By executing this Client Agreement, Client is entering into and joining the PBM Agreement, a copy of which has been furnished to Sponsor and will be made available to Sponsor at any time by request, as a party to the PBM Agreement and agrees to be bound by the PBM Agreement and will be responsible for paying all fees and costs, specified thereunder. ESI will pay all Rebates and other amounts as required under the PBM Agreement to Sponsor.

1. **Commencement of Services.** Client agrees that the PBM Services should be provided in accordance with the PBM Agreement, this Client Agreement, and the specific benefit design reflected on the ESI Set-Up Forms adopted by Client or Sponsor on behalf of Client. If Client already has on file with ESI any Set-Up Forms or similar set-up documentation as of the date Client executes this Client Agreement, Client adopts and directs ESI to use such Set-Up Forms until ESI is otherwise directed in writing by Client.

2. **BILLING AND PAYMENT.**

- a. **Billing.** ESI invoices Sponsor. Sponsor then invoices client. Client is responsible to pay Sponsor in 2 days and Sponsor is responsible to pay ESI within 5 days.
- b. **Payment.** Sponsor will pay ESI by wire, ACH transfer or pre-authorized debit on a bi-weekly basis within five (5) business days for Claims Reimbursements, and monthly within five (5) business days for Administrative Fees from the date of Sponsor's receipt of each ESI invoice. Sponsor will be responsible for all costs of collection, and agrees to reimburse ESI for such costs and expenses, including reasonable attorneys' fees. All amounts not paid by the due date thereof will bear interest at the rate of 1.5% per month or, if lower, the highest interest rate permitted by law. ESI may apply amounts otherwise owed to Sponsor against any unpaid Fees.
- c. **Service Fee.** Sponsor shall issue Client an invoice for all other services two (2) times per month including a fee for ARMSRx at the rate of \$0.00 per paid prescription.

3. **PHARMACY MANAGEMENT FUND ("PMF")**

In addition to any fees payable to Sponsor, ESI has agreed to provide Sponsor up to \$10.00 per Member implemented as of the Effective Date for three year terms and \$5.00 per Member implemented as of the effective date for one year terms ("PMF") in connection with the expenses incurred by Sponsor relating to transitioning Client to ESI and/or providing pharmacy programs and services to Client. Sponsor has represented that any such expenses are properly the expenses of the Sponsor and not the Client, and Client hereby consents to reimbursement of Sponsor under the PMF.

4. **THIRD PARTY ADMINISTRATION FEE.** Client hereby directs and authorizes ESI to facilitate the payment of a monthly administration fee of \$2.55 per prescription drug claim to ClarityRx ("Sponsor") on behalf of Client for the administration and related services Sponsor provides to Client. This fee will not be billed to Client.

1. ESI agrees to facilitate the administrative fee subject to the following:

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- a. Client has executed this Client Participating Agreement, and Client is current in its payment obligations to ESI. Sponsor understands that Client may direct ESI to cease paying administrative fees, and Sponsor shall hold ESI harmless with respect to any dispute between Client and Sponsor regarding the administrative fees if ESI has paid such administrative fees in accordance with the terms above.
  - c. Client hereby confirms that the administrative fees are fair and reasonable, commensurate with other standard administrative fees in the industry and not in violation of any law or regulation. ESI will not pay per prescription administrative fees on Medicare subsidy utilization.
5. **Use of Records; HIPAA and Business Associate Agreement Terms.** Subject to applicable law, ESI may communicate with Members regarding benefit design cost savings, availability, use of the Mail Service and ESI Specialty Pharmacies, and related items as necessary to conduct applicable clinical and/or trend programs. ESI or its affiliates may use and disclose both during and after the term of this Agreement the anonymized claims data (de-identified in accordance with HIPAA) including drug and related medical data collected by ESI or provided to ESI by Client or TPA for research; provider profiling; benchmarking, drug trend, and cost and other internal analyses and comparisons; clinical, safety and/or trend programs; ASES; or other business purposes of ESI or its affiliates, in all cases subject to applicable law. ESI agrees to comply with the business associate provisions of HIPAA, and the Business Associate Agreement posted at [www.express-scripts.com](http://www.express-scripts.com), the terms and conditions of which are incorporated herein by reference. Notwithstanding the foregoing, the parties acknowledge that in providing services to Members, ESI Specialty Pharmacy and the Mail Service Pharmacy are acting as separate health care provider covered entities under HIPAA and not as business associates to the Plan covered by the Business Associate Agreement. In providing services, ESI Specialty Pharmacy and the Mail Services Pharmacy shall abide by all HIPAA requirements applicable to covered entities and shall safeguard, use and disclose Member PHI accordingly.
  6. **Disclosure of Certain Financial Matters.** In addition to the Fees paid to ESI by Client, ESI and ESI's wholly-owned subsidiaries or affiliates derive revenue in one or more of the ways as further described in the Financial Disclosure to ESI PBM Clients set forth in the PBM Agreement as Exhibit D of the PBM Agreement ("Financial Disclosure"), as updated by ESI from time to time. The revenues described in the Financial Disclosure are not direct or indirect compensation to ESI from Client for services rendered to Client or the Plan under this Agreement. In negotiating any of the fees and revenues described in the Financial Disclosure or in this Agreement, ESI and ESI's wholly-owned subsidiaries and affiliates act on their own behalf, and not for the benefit of or as agents for Client, Members or the Plan. ESI and ESI's wholly-owned subsidiaries and affiliates retain all proprietary rights and beneficial interest in such fees and revenues described in the Financial Disclosure and, accordingly, Client acknowledges that neither it, any Member, nor the Plan, has a right to receive, or possesses any beneficial interest in, any such fees or revenues; provided, that ESI will pay Client amounts equal to the amounts expressly set forth on Exhibit A of the PBM Agreement.
  7. **Term/Termination.** The Initial term of this Client Agreement shall commence on the Effective Date and will continue for the duration of the initial term as specified on the first page of this Client Agreement (the "Initial Term"). Thereafter, this Client Agreement will automatically renew for successive one (1) year renewal terms unless either ESI or Client gives notice to the other of its intention not to renew this Client Agreement at least thirty (30) days prior to the end of the then current term of this Client Agreement, with such termination of this Client Agreement upon notice effective the last day of such then current term.
  8. This Agreement will be construed and governed in all respects according to the laws in the State of Florida, without regard to the rules of conflict of laws thereof. Venue for any action instituted pursuant to this Agreement shall lie in a court of competent jurisdiction in Suwannee County, Florida or the Middle District of Florida, Jacksonville Division.
  9. **Notice.** Any notice or document required or permitted to be delivered pursuant to this Client Agreement must be in writing and properly addressed to the other party at the address set forth below, or at such other address as such party will specify from time to time by written notice delivered in accordance herewith:

Express Scripts, Inc.  
 Attn: Senior Vice President of Account Management  
 One Express Way  
 St. Louis, Missouri 63121  
 With copy to: Legal Department

Suwannee County School Board  
 Attn: Marsha Brown, CFO

THE UNDERSIGNED AGREE THAT THIS CLIENT AGREEMENT ACCURATELY DESCRIBES THE PRESCRIPTION DRUG PROGRAM TO BE PROVIDED

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TO CLIENT. CLIENT FURTHER EXPRESSLY AGREES TO THE TERMS AND CONDITIONS SET FORTH IN THIS CLIENT AGREEMENT AND THE PBM AGREEMENT. CLIENT WARRANTS THAT IT HAS EITHER REVIEWED OR BEEN PROVIDED THE OPPORTUNITY TO REVIEW THE PBM AGREEMENT. ESI AND SPONSOR WILL PROVIDE CLIENT WITH A FULL COPY OF THE PBM AGREEMENT UPON REQUEST.

EXPRESS SCRIPTS, INC.

Suwannee County School Board

DocuSigned by:  
By: Robert Vitolo  
684954EDD83C46F...

By: Ted L. Roush

Printed Name: Robert Vitolo

Printed Name: Ted L. Roush

Title: Managing Director, Market Coalitions Superintendent of Schools

Date: 11/20/2023 | 11:28 AM EST

Date: NOV 14 2023

IMPLEMENTATION OF THE PRESCRIPTION DRUG PROGRAM DETAILED HEREIN INCLUDING PAYMENT OF REBATES, IF ANY, SHALL NOT BE INITIATED UNTIL THIS CLIENT AGREEMENT IS EXECUTED BY CLIENT AND ESI.

Gerry Taylor  
Chairperson, Suwannee County School Board

"Approved as to Form and Sufficiency  
BY Leonard J. Dietzen, III  
Rumberger, Kirk & Caldwell, P.A.  
Suwannee School Board Attorney"

## EXHIBIT B

## JOINDER TO MASTER PROGRAM AGREEMENT

THIS JOINDER AGREEMENT is made and entered as of this 1st day of February, 2024 ("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 Suwannee County School Board ("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.

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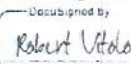
5. Governing Law. This Joinder Agreement shall be governed by and construed in accordance with the Laws of the State of New York.
6. Headings. The headings of this Joinder Agreement are inserted for convenience only and shall not affect the interpretation of this Joinder Agreement.

*The remainder of this page intentionally left blank. Signature page follows.*

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IN WITNESS WHEREOF, the parties have executed this Joint Agreement as of the day and year first above written


Express Scripts, Inc.:

By:   
Robert Vitolo  
Print: Robert Vitolo

Title: Managing Director, Market Coalitions

Date: 11/20/2023 | 11:27 AM EST

Save On SP, LLC:

By:   
Print: Jody L. Miller

Title: President

Date: 11/20/2023

ESI Client: Suwannee County School Board


By:   
Print: Ted L. Roten

Title: Superintendent of Schools

Date: 11/20/2023



Approved as to Form and Sufficiency

By:   
Leonard J. Dietzen, II  
Rumberger, Kirk & Caldwell, P.A.  
Suwannee School Board Attorney

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## ATTACHMENT I 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 changes(s).

484-8057-0003  
(7/20/2015)