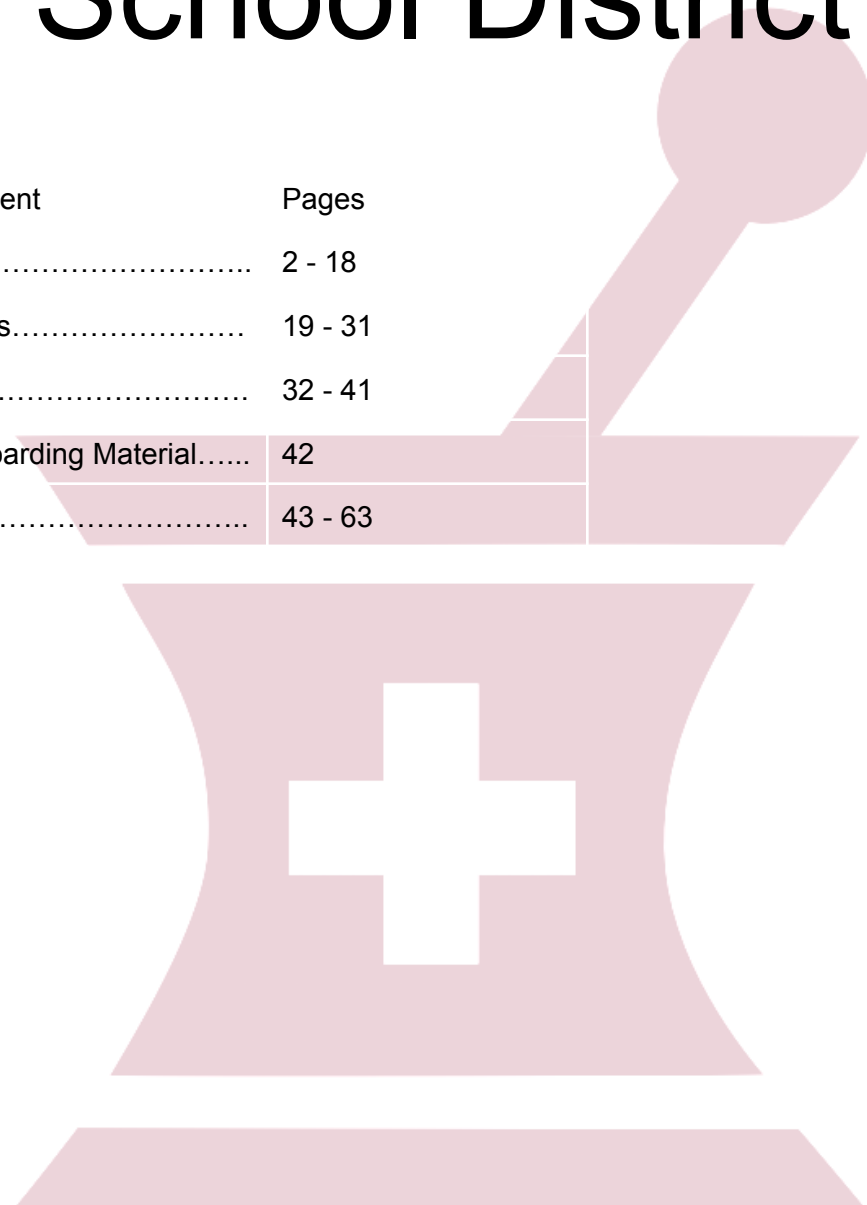


# Van Wert, OH School District

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The information contained in this packet is the product of Freedom of Information Act requests filed by the Partnership for Safe Medicines. For additional info, please feel free to contact Shabbir Imber Safdar at [shabbir@safemedicines.org](mailto:shabbir@safemedicines.org) or (415) 630-3736.

**RX PROTECT, LLC**  
**RXPROTECT CLIENT AGREEMENT**

THIS RXPROTECT CLIENT AGREEMENT (the “Agreement”) will be effective as of the date set forth in Article 6.1 and is entered into by and between **RxProtect, LLC** (“RxProtect”), a Delaware limited liability company, with a business address of 9520 Ormsby Station Rd., Ste 15, Louisville, KY 40223, and **Van Wert Area Schools Insurance Group** an Ohio Public Sector Schools Consortium, with a business address of 15945 Middle Point Road Van Wert, Ohio 45891 (“Client”). RxProtect and Client may hereinafter be referred to as a “Party” and together, the “Parties”.

**RECITALS**

WHEREAS, RxProtect engages in medication (“Rx”) management consulting and assistance services, including, among other things, facilitating the logistics of order of medications and prescription processing for certain brand name (“Brand Name”) and insulin (“Insulin”) medications (“RxProtect Services”);

WHEREAS, Client provides or arranges for the coverage of Rx benefits and benefit programs for employees;

WHEREAS, RxProtect and Client desire that RxProtect be a provider of RxProtect Services to Client,

NOW THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**TERMS OF AGREEMENT**

**ARTICLE I – DEFINITIONS**

“Member” or “Members” means the employee or employees at Client location(s) or other covered lives associated with such employee(s).

“Eligibility Files” means the list submitted by Client to RxProtect in electronic format as requested by RxProtect indicating persons eligible for program participation.

“Data Analytics” means Rx claim data submitted by Client to RxProtect indicating medication cost and Member associated with medication.

**ARTICLE II – ESTABLISHMENT OF THE RX PROTECT PROGRAM**

2.1 Eligibility/Set Up. Client will submit completed Eligibility Files on a monthly basis, and RxProtect will utilize Eligibility Files to determine eligibility of potential new enrollees and employees previously helped through the RxProtect program. Eligibility File will include first name, last name, phone number, address, and email if available.

2.2 Data Analytics. Client will submit updated Rx Data Analytics on a monthly basis. Data Analytics will contain Brand Name and Insulin medication name, cost to the Client, and the Members' first and last name associated with each medication.

### **ARTICLE III – RX PROTECT SERVICES**

3.1 Patient Advocacy Mail Order Logistics Program (“Mail Order Logistics Program”). RxProtect will work one on one with Members to submit and process the order of medication through licensed and certified established wholesale and distribution partners at the lowest cash paying price.

RxProtect Services are subject to the detail found in Exhibit A, RxProtect Services.

### **ARTICLE IV – FEES; BILLING AND PAYMENT**

4.1 Fees. RxProtect will be due [REDACTED] of the savings created for the Client, calculated as described below (“Fees”).

4.2 Billing and Payment.

- (a) Billing. Client will pay to RxProtect, an amount equal to the costs of the Mail Order Logistics Program and an amount equal to the RxProtect Program Fees as defined in Exhibit A. Unless otherwise agreed to by the Parties, RxProtect will invoice Client on the 2<sup>th</sup> and 17<sup>th</sup> of each month for the Mail Order Logistics Program and on the fifth (5<sup>th</sup>) day of each month for the RxProtect Program Fees. Client shall allow RxProtect to draw via ACH from an account designated by Client (an “ACH Draw”) on the third (3<sup>rd</sup>) day following each invoice date (the “Draw Date”) and shall provide RxProtect with an executed debit authorization form upon execution of this Agreement. Any ACH Draw due to RxProtect that is returned as unpaid shall constitute a payment breach (a “Payment Breach”).
- (b) Payment. If any amount payable to RxProtect by Client is not paid when due, then without limiting any other rights which RxProtect may have as a result of late payment including, but not limited to, termination of the Agreement for a Payment Breach, the unpaid amount will bear interest until paid at a monthly rate of one and one-half percent (1.5%) or the maximum amount permitted under law, whichever is less, with such interest to be paid on demand together with all costs incurred by RxProtect to collect amounts due, including reasonable attorneys' fees and disbursements.

### **ARTICLE V – HIPAA; CONFIDENTIAL INFORMATION**

5.1 HIPAA. The Parties agree that as relates to use and disclosure of PHI, electronic transaction standards and security of electronic PHI under HIPAA, they are subject to the terms of the Business Associate Agreement (the “BAA”) set forth in Exhibit C.

5.2 Confidential Information.

- (a) RxProtect Proprietary Information. Client agrees that certain information provided by RxProtect is considered confidential and proprietary information (“RxProtect Proprietary Information”), including but not limited to, business models, distribution

methods and partners, business methods and practices, RxProtect reporting and other web-based applications, eligibility and adjudication systems, trade secrets, formats and databanks (collectively, “RxProtect Systems”). Unless otherwise needed for litigation purposes related to this Agreement or required by law, Client agrees that RxProtect Proprietary Information will not be disclosed to third parties except as provided herein. Client shall not use RxProtect Proprietary Information for its own purposes or disclose it to any third party, at any time during or after termination of the Agreement, except as specifically contemplated by this Agreement or upon RxProtects’ prior written consent, or as otherwise required by law or court order. Upon termination of this Agreement, Client shall cease using all RxProtect Proprietary Information. This obligation of Client shall not apply, however, if and to the extent that:

- (i) The RxProtect Proprietary Information was already known to Client at the time of receipt from RxProtect; or
- (ii) The RxProtect Proprietary Information is lawfully obtained by Client from a third party not under any obligation not to disclose it; or
- (iii) The RxProtect Proprietary Information was either published or otherwise available to the public at the time of its receipt by Client from RxProtect or later became published or available to the public other than by breach of this Agreement.

## **ARTICLE VI – TERM AND TERMINATION; DEFAULT AND NON-PAYMENT**

6.1 Term. This Agreement will commence effective as of September 1, 2023 (the “Effective Date”) and will continue for a period of one (1) year(s) (the “Initial Term”). This Agreement will automatically renew for an additional year (a “Renewal Term”) if either Party does not provide ninety (90) days written notice to the other Party prior to end of the Initial Term or any Renewal Term. This Agreement may be terminated earlier in accordance with the terms of Article 6.2 below.

### 6.2 Termination.

- (a) Termination Without Cause. Client may terminate this Agreement at any time prior to the expiration of the Term without cause and for any or no reason upon ninety (90) days’ prior written notice to RxProtect. In addition, Client acknowledges and agrees that Client and its beneficiaries enrolled in Exhibit A Service 1 (Mail Order Logistics Program) shall not receive any medications after the termination date specified in the termination notice delivered in accordance with the preceding sentence (the “Termination Date”). The Agreement will be terminated effective with the payment of all outstanding amounts due pursuant to the agreement (the “Final Termination Date”). The Parties acknowledge and agree that with respect to this Article 6.2(a) RxProtect will retain all rights pursuant to this Agreement through the Final Termination Date.
- (b) Breach or Default. Either party may give the other written notice of a material, substantial and continuing breach of this Agreement. If the breaching party has not cured said breach within thirty (30) days from the date such notice was sent, this Agreement may be terminated at the option of the non-breaching party. If the amount of time commercially reasonable for the breach to be cured is longer than thirty (30) days, this Agreement may not be terminated by the non-breaching party pursuant to this provision until such commercially reasonable period of time has elapsed; provided, however, that in no event will such period exceed sixty (60) days.

- (c) Non-Payment. Notwithstanding anything to the contrary herein, RxProtect (and its wholly-owned subsidiaries) may terminate and cease providing or authorizing provision of RxProtect Services upon ninety-six (96) hours written notice due to a Payment Breach, provided RxProtect attempts collection through communications with Client prior to sending the notice described herein.

## **ARTICLE VII – DISCLAIMER.**

7.1 EXCEPT AS EXPRESSLY PROVIDED OTHERWISE HEREIN, NEITHER RXPROTECT NOR ITS AFFILIATES MAKE ANY REPRESENTATIONS OR WARRANTIES UNDER THIS AGREEMENT OR WITH RESPECT TO ANY PROGRAM OR RELATED SERVICE. RXPROTECT, ON BEHALF OF ITSELF AND ITS AFFILIATES, SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, ACCURACY, AND NON-INFRINGEMENT. EACH PROGRAM AND ANY RELATED SERVICE IS PROVIDED “AS-IS” WITH ALL FAULTS. RXPROTECT IS NOT RESPONSIBLE FOR MAKING ANY ALTERATIONS OR MODIFICATIONS TO ANY PROGRAM OR SERVICE OTHER THAN THOSE DEEMED BY RXPROTECT, AT ITS SOLE DISCRETION, TO BE NECESSARY AND APPROPRIATE.

## **ARTICLE III – MISCELLANEOUS**

8.1 Use of Name. The Parties agree that no public or private announcements, media releases, press conferences, advertising or similar publicity in any form relating to the name, image, or logo (or any variation or combination of such name, image, or logo) of RxProtect or any Affiliate or the name or image of the employees, members, patients, clients or customers of RxProtect or its Affiliates shall be made without RxProtect’s prior written consent, which consent may be withheld in RxProtect’s sole discretion.

8.2 Audit. During the Term and for a period of three (3) years following the expiration or termination of this Agreement, each Party shall have the right upon reasonable notice at all reasonable times to audit and examine the records of the other insofar as such examination relates to, and is limited by, the transactions involving the services and compensation rendered under the terms of this Agreement. The party requesting and conducting the audit shall bear all expenses of the audit. Any such audits or reviews shall be allowed upon reasonable notice, at least seven (7) days in advance, during regular business hours and shall be subject to all applicable laws and regulations concerning the privacy and/or confidentiality of such data or records. Following written request for an audit, the parties will agree upon the time, place and scope of any such audits, examinations or reviews.

8.3 Assignment. Neither this Agreement nor any right, interest or obligation hereunder may be assigned (by operation of law or otherwise) by any Party without the prior written consent of the other Party and any attempt to do so will be void; provided, however, that: (a) the Parties may, upon notice to the other Party but without being obligated to obtain the other Party’s consent, assign this Agreement or any of its rights, interests or obligations hereunder to a wholly owned affiliate or subsidiary or parent company of the Party; and (b) no such written consent will be required in connection with a Change of Control, merger or reorganization of a Party, or a sale of all, or substantially all, of such Party's assets. Subject to the preceding sentence, this Agreement is binding upon, inures to the benefit of and is enforceable by the Parties hereto and their respective successors and assigns.

8.4 Independent Contractors. The relationship between RxProtect and Client is solely that of independent contractors. No contract of agency and no joint venture or partnership is created by this Agreement. Except to the extent expressly authorized by the terms of this Agreement, neither Party will make any contract, agreement, warranty, or representation on behalf of the other Party, or incur any debt or other obligation in the other Party's name, or act in any manner which has the effect of making that Party the apparent agent of the other Party. Neither Party will be liable by reason of any act or omission of the other Party in the conduct of its business or for any resulting claim or judgment.

8.5 Notices. All notices required by this Agreement to be given by either Party to the other Party shall be in writing and shall be deemed to have been given if personally delivered to the other Party or if sent by United States Postal Service certified mail, return receipt requested, postage prepaid or by priority FedEx or UPS, requiring a signature of receipt. Notices shall be effective upon receipt. All notices or communications between the Parties shall be addressed as set forth below. Either Party may change its notice address by giving written notice to the other Party in the manner provided in this Article.

If to RxProtect: RxProtect, LLC  
Attention: Nate Hughes  
9520 Ormsby Station Road, Suite 15  
Louisville, KY 40223

With a copy to: RxProtect, LLC  
Attention: Steve Downey  
9520 Ormsby Station Road, Suite 15  
Louisville, KY 40223

If to Client: VanWert Area Schools Insurance Group  
Attention: Jeffrey T. Snyder, President of VWASIG  
15945 Middle Point Road  
Van Wert, OH 45891

8.6 Governing Law. The validity, interpretation, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, excepting any conflict of laws or provisions which would serve to defeat application of Kentucky substantive law.

- (a) Mutual Agreement to Arbitrate. Client and RxProtect mutually agree that any and all claims or disputes related to this Agreement, and their officers, owners, directors, managers, employees, or agents acting in their capacity as such or otherwise, may be heard by a neutral mediator selected from the roster of employment dispute mediators of the American Arbitration Association ("AAA") in accordance with the then current AAA Commercial Arbitration Rules and Mediation Procedures, and that if voluntary mediation of a dispute by Member and Company is unsuccessful, or if either the Member or Company do not wish to use the voluntary mediation procedure, the claim or dispute shall be submitted to arbitration and heard and decided by a neutral arbitrator from the AAA's

roster of employment dispute arbitrators in accordance with the then current AAA Arbitration Rules and Mediation Procedures, which are incorporated herein by reference. Any and all such mediations shall be held in Louisville, Kentucky.

- (b) Covered Disputes and Claims. The disputes and claims covered by this Article 9 include all claims or controversies that would constitute a cause of action in any court.
- (c) Class Action Waiver. All disputes, claims, lawsuits, or any other actions against or including RxProtect, its Affiliates or subsidiaries, its current or former employees, current or former members, current or former members of the Board of Managers, or current or former agents, must be brought in Client's capacity as a customer, and not as a plaintiff or member in any purported class, collective or representative proceeding. RxProtect is entitled to enforce this Article 9.5(c) including Client's agreement to arbitrate all claims and to forego pursuing any covered dispute on a class, collective or representative basis, and is entitled to seek dismissal of any such class, collective or representative action and otherwise assert this Agreement as a defense in any proceeding.
- (d) Binding Decision. The arbitrator's decision shall be final and binding on Client and RxProtect. Client and RxProtect acknowledge that arbitration is a substitute for traditional litigation and hereby waive their respective rights to file a private lawsuit and have that suit heard in court by a judge or jury.
- (e) Waiver of Jury Trial. The Parties agree to waiver of trial by jury for all disputes between the Parties and acknowledge that waiver of a trial by jury and agreement to submit all disputes to final and binding arbitration is done voluntarily and knowingly. The Parties fully understand that this Agreement precludes each Party from seeking redress in a court for a dispute with or against the other Party, except for those specifically allowed in Article 9.5 (g) and (h) below.
- (f) Federal Arbitration Act. Client acknowledges and agrees that RxProtect engages in transactions involving interstate commerce and that the Programs under this Agreement involves such commerce. The Parties expressly agree that Article 8.6 of this Agreement shall be governed by the Federal Arbitration Act.
- (g) Enforcing Arbitration and Award. Either Party may bring an action in the Circuit Court of Jefferson County, Kentucky, to require arbitration under this Article 8.6 if the other Party is not cooperating with or responding to a demand for arbitration under this Agreement. Either Party may also bring an action in the Circuit Court of Jefferson County, Kentucky, to enforce an arbitration award entered under the terms of this Agreement. The arbitrator's decision may be enforced under the terms of the Federal Arbitration Act and judicial review shall be limited, as provided by law.
- (h) Injunctive Relief. The Parties agree that in the event of any breach or threatened breach of any of the covenants in this Agreement, the damage or imminent damage to the value and the goodwill of the non-breaching Party's business will be irreparable and extremely difficult to estimate, making any remedy at law or in damages inadequate. Accordingly, the Parties agree that the non-breaching Party shall be entitled to injunctive relief against the breaching Party in the event of any breach or threatened breach of any such provisions,

in addition to any other relief (including damages) available to the non-breaching Party under this Agreement or under applicable state or federal law.

- (i) Cumulative Remedies. Except as otherwise expressly provided in this Agreement, all remedies provided for in this Agreement shall be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity or otherwise.

8.7 Severability. If any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any such provision is held invalid by a competent authority, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remainder of this Agreement shall remain in full force and effect.

8.8 Waiver. Notwithstanding any course of dealing or the failure to strictly enforce this Agreement, no term, right, provision or remedy set forth in this Agreement is waived nor any breach excused (collectively, a “Waiver”) unless documented in a writing signed by the Party granting the Waiver. A Party’s Waiver in one instance does not constitute a Waiver of any subsequent failure or breach. The failure of either Party to enforce at any time any of the provisions of this Agreement, or the failure to require at any time performance by the other Party of any of the provisions of this Agreement, will in no way be construed to be a present or future Waiver of any such provisions, or in any way affect the validity of either Party to enforce each and every provision thereafter.

8.9 Headings. The Article headings used in this Agreement are for reference and convenience only and shall not affect any construction or interpretation of this Agreement.

8.10 Counterparts. This Agreement may be executed in several counterparts, each of which shall be considered an original but all of which taken together shall constitute one and the same instrument.

8.11 Force Majeure. No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent the failure or delay is caused by or results from a Force Majeure Event; provided, however, that in the event of a Force Majeure Event, each Party shall use its good faith efforts to perform its duties and obligations under this Agreement. A “Force Majeure Event” includes (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) any governmental order, law, or action; and (e) telecommunication breakdowns, power outages or shortages, or inability or delay in obtaining supplies. When there is a Force Majeure Event, the impacted Party shall immediately notify the other Party in writing of the Force Majeure Event including the period of time such event is expected to continue. The impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the Force Majeure Event. If a Force Majeure Event prevents, hinders or delays performance under this Agreement for more than ninety (90) days, either Party shall have the right to terminate the Agreement as of the date specified in a written notice of termination and shall have a the right to a pro rata refund of fees paid for Services not yet delivered, if any.

8.12 Entire Agreement. This Agreement and attached Exhibits (which are all incorporated by reference) constitutes the entire agreement between the Parties with respect to the subject matter hereof and merges, integrates and supersedes all prior and contemporaneous agreements and understandings between the Parties, whether written or oral, relating to the same subject matter. There are no promises,



representations, warranties, or other commitments relied upon by either Party that are not expressly set forth in this Agreement. Neither the course of dealings between the Parties nor trade practices shall act to modify, vary, supplement, explain, or amend this Agreement. The Agreement may only be amended or modified in a writing signed by an authorized representative of each Party.

**IN WITNESS WHEREOF**, the Parties have made through its duly authorized representative and executed this Agreement on the respective dates under each signature:

**RXPROTECT, LLC**

By: Nate Hughes

Printed Name: Nate Hughes

Title: CEO

Date: July 11 2023

**Van Wert Area Schools Insurance Group**

By: Jeffrey T. Snyder

Printed Name: Jeffrey T. Snyder

Title: President of VWASIG

Date: July 11, 2023

**EXHIBIT A**  
**RX PROTECT SERVICES**

RxProtect will provide the following services for the Client.

**Service 1. Patient Advocacy Using Mail Order Logistics Program.**

The Mail Order Logistics Program (“MOLP”) is a service that helps to establish a relationship between the Client’s employees and one or more pharmacies so that the total cost of the Brand Name medication prescribed for the Client’s employees is reduced. RxProtect has created a proprietary database and have established partnerships with fully licensed and certified wholesale pharmacies for those medications included on Exhibit B (as it may be modified from time to time). The database offers the ability to match a medication’s lowest cash paying price to the appropriate wholesale pharmacy. RxProtect will utilize its proprietary database to match Member medication to the lowest cash paying price accordingly. RxProtect will submit existing Member script and will facilitate the ordering process with the wholesale pharmacy. RxProtect will be in communication with Member to establish delivery date and method. RxProtect will invoice (as identified in the Agreement) Client twice monthly for the actual cost of the MOLP logistics services and once monthly or quarterly as the scripts are filled by our pharmacy partner for █████ of savings generated, which shall represent █████ of the difference in the cost of the specific medication paid by Client as provided to RxProtect in the Rx claims feed prior to RxProtect providing the analysis of potential savings to Client and the cost of the specific medication invoiced to Client through the MOLP logistics services.

## EXHIBIT B

### BRAND NAME MEDICATIONS FOR RXPROTECT SERVICES

Actemra  
Adcirca  
Advair 100 diskus  
Advair 250 Diskus  
Apidra Solostar  
Apidra  
Aptiom  
Arnuity Ellipta  
Asmanex Twisthaler  
Avonex Pen  
Avonex PS  
Banzel  
Basaglar KwikPen 80 Units  
Benlysta  
Benzaclin Topical Gel  
Biktarvy  
Breo Ellipta Inhaler  
Bydureon  
Cimzia  
Combivent Respimat  
Copaxone  
Cosentyx AI sensor ready pen  
Cosentyx Prefilled Syringe  
Creon 10  
Creon 25  
Descovy  
Dexilant  
Dulera  
Dupixent  
Edarbyclor  
Eliquis  
Emcyt  
Enbrel (Syinge)  
Enbrel Sureclick  
Entresto  
Entyvio  
Epclusa  
Fasenra  
Fiasp Flex Touch Prefilled Pen  
Flovent HFA  
Forteo

Farxiga  
Genotropin Go Quick Syringe  
Genvoya  
Hadlima Prefilled Syringe  
Humalog Cartridge 5x3mL  
Humalog Junior KwikPen  
Humalog KwikPen  
Humatrope  
Humira (Pen)  
Humira (Syringe)  
Humulin 30/70  
Humulin N KwikPen  
Humulin R Cartridge  
Ibrance  
Imbruvica  
Inlyta  
Intelence  
Invokana  
Jakavi  
Janumet  
Janumet XR  
Januvia  
Jardiance  
Juluca  
Lantus SoloSTAR  
Levemir Flextouch  
Linzess  
Lupron Depot  
Mekinist  
Neupogen  
Norditropin Nordiflex  
Novolin Ge 30/70  
Novolog 5x3ml  
Novolog FlexTouch  
Novolog Vial  
Nplate  
Nucala  
Orencia  
Otezla  
Ozempic  
Ozempic  
Prezcobix  
Pulmozyme  
Rebif  
Remicade

Rexulti  
Rinvoq  
Saxenda  
Simponi (Single-Use Autoinjector)  
Simponi (Single-Use Prefilled Syringe)  
Skyrizi  
Spiriva  
Spiriva Respimat  
Sprycel  
Stelara  
Sutent  
Symbicort 100 Turbuhaler  
Symbicort 200 Turbuhaler  
Symtuza  
Synarel  
Tafinlar  
Taltz Autoinjector  
Tasigna  
Tecfidera  
Tivicay  
Toujeo Solostar - 3  
Toujeo Solostar - 5  
Toujeo Solostar Double Star (Max)  
Trajenta  
Trelegy  
Tremfya One-Press Syringe Prefill  
Tresiba  
Trintellix  
Triumeq  
Trulicity  
Truvada  
Tykerb  
Vemlidy  
Viberzi  
Victoza  
Vimpat  
Votrient  
Vraylar  
Xarelto  
Xeljanz  
Xeljanz XR  
Xifaxan  
Xigduo  
Xiidra  
•

**EXHIBIT C**  
**BUSINESS ASSOCIATE AGREEMENT**

THIS BUSINESS ASSOCIATE AGREEMENT (this “Agreement”) is made for the purpose of delineating the terms and conditions under which RxProtect (“Business Associate”) and Client (“Covered Entity”) shall comply with obligations under HIPAA relating to the Services RxProtect provides to Client under the RxProtect Client Agreement (the “Client Agreement”).

**1. Definitions.**

(a) “Breach Notification Provisions” means the “Notification in the Case of Breach of Unsecured Protected Health Information” provisions under HIPAA as contained in 45 C.F.R. Part 164, subpart D.

(b) “Designated Record Set” will mean a group of records maintained by or for Client or Client’s employees that is (i) the medical records and billing records about individuals maintained by or for Client’s employees, (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan on behalf of Client; or (iii) used, in whole or in part, by or for Client to make decisions about individuals.

(c) “HIPAA Rules” means the collective privacy, transaction and security regulations promulgated pursuant to the Health Insurance Portability and Accountability Act, as codified at 45 CFR Parts 160, 162 & 164.

(d) “Health Plan” or “Plan” will have the same meaning as the term “Health Plan” in 45 CFR 160.103.

(e) “Individual” will have the same meaning as the term “individual” in 45 CFR § 164.501 and will include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

(f) “Client Agreement” means the RxProtect Client Agreement to which this Business Associate Agreement is attached.

(g) “Protected Health Information” or “PHI” will have the same meaning as the term “protected health information” in 45 CFR § 164.501, limited to the information created or received by RX PROTECT from or on behalf of Client or Client’s employees.

(h) “Privacy Rule” will mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, as they exist now or as they may be amended.

(i) “Required By Law” will have the same meaning as the term “required by law” in 45 CFR § 164.501.

(j) “Secretary” will mean the Secretary of the Department of Health and Human Services or his designee.

(k) “Security Standards” will mean the Security Standards, 45 C.F.R. parts 160, 162 and 164, as they exist now or as they may be amended.

(l) “Transaction Standards” will mean the Standards for Electronic Transactions, 45 C.F.R. 160 and 162, as they exist now or as they may be amended. Terms used, but not otherwise defined, in this Addendum will have the same meaning as those terms in 45 CFR §§ 160.103 and 164.501.

**2. General Use and Disclosure Provisions.** RxProtect and the Client acknowledge and agree as follows:

(a) Except as otherwise limited in this Agreement, RxProtect may use and disclose PHI to properly provide, manage and administer the services required under the Client Agreement and consistent with applicable law to assist the Client in its operations, as long as such use or disclosure would not violate the HIPAA Rules if done by the Client.

(b) RxProtect will take reasonable efforts to limit requests for, use and disclosure of PHI to the minimum necessary to accomplish the intended request, use or disclosure.

(c) Except as otherwise limited in this Agreement: (i) RxProtect may use PHI for the proper management and administration of RxProtect’s obligations as required under the Client Agreement or to carry out RxProtects’ legal responsibilities. (ii) RxProtect may disclose PHI to third parties for the proper management and administration of RxProtect Protect’s obligations as required under the Client Agreement or to carry out the legal responsibilities of RxProtect, provided that the disclosures are Required by Law, or RxProtect obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies RxProtect of any instances of which it is aware in which the confidentiality of the information has been breached. (iii) RxProtect may use PHI to perform Data Aggregation services on behalf of the Client as permitted by 45 CFR 164.504(e)(2)(i)(B).

(d) RxProtect agrees to promptly notify the Client if RxProtect has knowledge that PHI has been used or disclosed by RxProtect in a manner that violates applicable law.

(e) RxProtect agrees to use appropriate safeguards, consistent with applicable law, to prevent use or disclosure of PHI in a manner that would violate this Agreement. RxProtect will provide the Client with such information concerning such safeguards as the Client may reasonably request from time to time.

(f) RxProtect agrees to mitigate, to the extent practicable, any harmful effect that is known to RxProtect of a use or disclosure of PHI by RxProtect in violation of this Agreement or the Client Agreement.

(g) RxProtect agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by RxProtect on behalf of the Client agrees to the same restrictions and conditions that apply through this Agreement to RxProtect with respect to such information.

(h) Within fifteen (15) business days of a request from the Client, RxProtect will provide access to the Client to PHI in a Designated Record Set in order to meet the requirements under 45 CFR 164.524. If RxProtect receives a request directly from an Individual, or if the Client requests that access be provided to the Individual, RxProtect will provide access to the Individual to PHI in a Designated Record Set within thirty (30) days in order to meet the requirements under 45 CFR 164.524.

(i) Within sixty (60) days of a request of the Client or subject Individual, RxProtect agrees to make any appropriate amendment(s) to PHI in a Designated Record Set that the Client directs or agrees to pursuant to 45 CFR 164.526.

(j) RxProtect agrees to document disclosures of PHI and information related to such disclosures as would be required for the Client to respond to a request by an Individual for an accounting of disclosures in accordance with 45 CFR §164.528.

(k) Within thirty (30) business days of a proper request by the Client, RxProtect agrees to document and make available to the Client, for a reasonable cost-based fee (under conditions permitted by HIPAA if an Individual requests an accounting more than once during a twelve month period), such disclosures of PHI and information related to such disclosures necessary to respond to such request for an accounting of disclosures of PHI, exclusive of those disclosures for payment, treatment or healthcare operations, in accordance with 45 CFR 164.528. Within sixty (60) days of proper request by subject Individual, RxProtect agrees to document and make available to the Individual the information described above. RxProtect will retain copies of any accountings for a period of six (6) years from the date the accounting was created.

(l) Within fifteen (15) business days of a request of the Client, RxProtect agrees to evaluate a request to restrict the use or disclosure of PHI on behalf of an Individual in accordance with 45 CFR 164.522.

(m) RxProtect agrees to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by RxProtect on behalf of, the Client available to the Client within ten (10) business days, or at the request of the Client or the Secretary of HHS (“Secretary”), to the Secretary in a time and manner directed by the Secretary, for purposes of the Secretary determining the Client’s compliance with the HIPAA Rules.

### **3. Client Obligations.**

(a) Client will notify RxProtect of any limitation(s) in the notice of privacy practices of Client in accordance with 45 C.F.R. §164.520, to the extent that such limitation may affect RxProtects’ use or disclosure of PHI.

(b) Client will notify RxProtect of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect RxProtects’ use or disclosure of PHI.

(c) Client will notify RxProtect of any restriction to the use or disclosure of PHI that Client has agreed to in accordance with 45 C.F.R. §164.522, to the extent that such restriction may affect RxProtects’ use or disclosure of PHI.



(d) Client will not request that RxProtect use or disclose PHI in any manner that would exceed that which is minimally necessary under the HIPAA Rules or that would not be permitted by a Covered Entity.

**4. Transactions Standards.** To the extent applicable, RxProtect will comply with the applicable Transaction Standards for claims processing functions between RxProtect and provider pharmacies. The Parties each hereby agree that it will not change any definition, data condition or use of a data element or segment in a standard, add any data elements or segment to the maximum defined data set, use any code or data elements that are either marked “not used” in the standard’s implementation specification or are not in the implementation specification, or change the meaning or intent of the implementation specification.

**5. Security Standards.** To the extent that RxProtect creates, receives, maintains or transmits electronic PHI, RxProtect will:

(a) Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI that RxProtect creates, receives, maintains or transmits on behalf of the Client as required by the Security Standards;

(b) Ensure that any agent, including a subcontractor, to whom RxProtect provides Electronic PHI agrees to implement reasonable and appropriate safeguards to protect the PHI; and

(c) Report to Client any Security Incident involving Electronic PHI of which RxProtect becomes aware.

**6. Breach; Termination.**

(a) Without limiting the termination rights of the Parties pursuant to the Client Agreement, upon the Client’s knowledge of a material breach by RxProtect of this Agreement, the Client will notify RxProtect of such breach and RxProtect will have thirty (30) days to cure such breach. In the event RxProtect does not cure the breach, or cure is infeasible, the Client will have the right to immediately terminate this Agreement and the Client Agreement. If cure of the material breach is infeasible, Client will report the violation to the Secretary.

(b) To the extent feasible, upon termination of the Client Agreement for any reason, RxProtect will, and will cause any subcontractors and agents to, return or destroy and retain no copies of all PHI received from, or created or received by RxProtect on behalf of, the Client. If return or destruction of such information is not feasible, RxProtect will continue to limit the use or disclosure of such information as set forth in this Agreement as if the Client Agreement had not been terminated.

**7. Miscellaneous.**

(a) Amendment. The Parties acknowledge that the foregoing provisions are designed to comply with the mandates of the HIPAA Rules. Should the provisions of the HIPAA Rules change or be amended after the date of this Agreement, the Parties will engage in negotiations to amend the provisions of this Agreement to comply with such changes or amendments. If the Parties fail to agree on reasonable amendment to the provisions of this Agreement, either party may terminate this Agreement upon ninety (90) days written notice.

(b) Effect on Client Agreement. Except as relates to the use, security and disclosure of PHI and electronic transactions, this Agreement is not intended to change the terms and conditions of, or the rights and obligations of the Parties under, the Client Agreement.

(c) No Third-Party Beneficiaries. Nothing express or implied in the Client Agreement or in this Agreement is intended to confer, nor will anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations or liabilities whatsoever.

(d) Interpretation. Any ambiguity in this Agreement will be resolved in favor of a meaning that permits the Client to comply with the HIPAA Rules.

**IN WITNESS WHEREOF**, each Party has caused its authorized representative to execute this Agreement as of the Effective Date of the Client Agreement between RxProtect and Client.

<b>RxProtect, LLC</b>	<b>CLIENT</b>
Signature: <i>Nate Hughes</i>	Signature: <i>Jeffrey T. Snyder</i>
Name: Nate Hughes (Print or Type Name of Signatory)	Name: Jeffrey T. Snyder (Print or Type Name of Signatory)
Title: CEO (Print or Type Title)	Title: President of VWASIG (Print or Type Title)

## **VAN WERT AREA SCHOOLS INSURANCE GROUP**

At 9:05 A.M. on Wednesday, March 22, 2023, Jeff Snyder called to order the Van Wert Area Schools Insurance Group Trustees' meeting, which was held at Willow Bend. Hollie Ford took the roll call. Members present were Anthony Adams, Mark Bagley, Ashley Breese, Brenda Core, Ruth Ann Dowler, Hollie Ford, Todd Keller, Matt Krites, Kathy Mollenkopf, Jeff Snyder, Cindy Tinnel, Thomas Taylor, Ben Thaxton, Rachael Thomas, and Rick Turner. Also attending were Troy Bowersock, Laura Peters, Tricia Taylor, Ashley Whetsel, Kris Gerken, and Alexandria Grumman. Thomas Taylor had a proxy for Lori Gunderman. James Ahlersmeyer of Ohio Health was also in attendance.

Thomas Taylor moved and Matt Krites seconded to approve the minutes of the January 18, 2023 Trustees Meeting. Motion passed unanimously by voice vote.

Ben Thaxton moved and Thomas Taylor seconded to approve the fiscal agent contract between the VWASIG and the Crestview Local School District Board of Education. Motion passed unanimously by voice vote.

President Snyder asked for nominations for vice president, and Kathy Mollenkopf nominated Mark Bagley. Mark Bagley accepted the nomination, and Kathy Mollenkopf moved and Rick Turner seconded Mark Bagley to serve as vice-president of VWASIG for a three-year term. Motion passed by voice vote.

President Snyder asked for nominations for secretary, and Jeff Snyder nominated Hollie Ford, who accepted the nomination. Jeff Snyder moved and Thomas Taylor seconded Hollie Ford to serve a three-year term as secretary of VWASIG. Motion passed by voice vote.

James Ahlersmeyer shared that the transition with Ohio Health has been smooth and dates for the health fair have been discussed.

Ashley Whetsel reported that January 2023 ended with \$265,629.70 under revenues, and February ended with \$1,004,688.02 over expenditures. Kathy

Mollenkopf moved and Rick Turner seconded to approve the January & February, 2023 VWASIG Financial Reports as reported by Ashley Whetsel; VWASIG Financial Statement for plan year ended December 31, 2022; and VWASIG Actuarial Certification for plan year ended December 31, 2022. Motion passed unanimously by voice vote.

Kris Gerken shared the 2021 to 2022 time period comparison.

1. Today we have more members, and 93% are enrolled in the HDHP.
  - a. PEPM PPO cost is \$1,593 and the PEPM HDHP cost is \$1,058.
2. Twelve fewer high cost claimants but spent more on those claimants.
  - a. Two high cost claimants were over \$75,000. As of the February claims data one of the HCC has exceeded the stop loss threshold of \$150,000 and the reimbursement is in process back to the consortium fund. High Cost Claimants account for 37% of the overall medical/Rx through February 2023. As of the February claims data, one of the HCC has exceeded the stop loss \$150,000 which is 37% of the overall medical/Rx claim cost.
3. 2023 Rx paid claims are on pace for \$469,747 in cost vs. 2022 of \$1,144,202. Medical on pace to be \$5,675,214 in cost vs. \$5,171,680 in 2022
4. 2023 admin, stop loss, medical, Rx, and dental claim cost is on pace to be \$7,764,740 vs. 2022 costs of \$7,844,142.
5. Admin, stop loss, medical, Rx, and dental PEPM cost for 2021 was \$1,257; for 2022 was \$1,221; and through February 2023 was \$1,181.

Ally reported Hartford offered no change and rate pass. Ben Thaxton moved and Ruth Ann Dowler seconded to renew Hartford effective January 1, 2024 to January 1, 2026. Motion passed unanimously by voice vote.

Kris Gerken reported that Huntington compared three international companies to assist with Rx costs: Elect RD, Price MD, and RxProtect. Kris recommends Rx Protect because it uses one distribution arm which is out of Vancouver and is

based out of Indiana. RxProtect will reach out to members and help members enroll and use the program. Estimated savings (based on 2022 usage) for using RxProtect would be \$276,609. This service would not have an additional cost to the member; the drug would not be part of the deductible because the member would be getting the specialty drug from the Vancouver distributor. Kris recommends that a representative from RxProtect attend the next meeting to share more information.

Kris recommends that a representative from Edison Health, which helps members locate smart centers after a diagnosis, be invited to the next meeting to share their services with the trustees. According to Kris, this service is about appropriate care and an extra benefit for the members. This is a pay per member service.

Ally shared that the BCBS Settlement is still at a standstill until appeals are resolved.

Hinge Health (Digital Musculoskeletal Program) provided an updated cost savings projection at \$162,613 for 2024. Hinge Health is at no cost to members, a per member usage, and would be a three-year agreement.

Ally reported that the CAA Rx 2022 Data Filing has been completed.

Ally also shared that the Anthem Pathways Event will be in May and a VWASIG board member or an Ohio Health representative is needed to participate for the \$5k wellness credit. Jeff Snyder will appoint someone to attend. Then Cindy Tinnel volunteered to represent the VWASIG Board and the Wellness Coaches.

Kris Gerken proposed the Huntington renewal contract for 2023-2025 fee increase of 10.5% in year one; 6.45% in year two; 2% in year three. Matt Krites moved and Ruth Ann Dowler seconded to accept the Huntington renewal contract for three years at proposed fees. Motion passed unanimously by voice vote.

Jeff Snyder proposed a potential increase in compensation for the VWASIG treasurer. Some numbers to consider:

1. 2% increase: year 1 (\$15,300); year 2 (\$15,606); year 3 (\$15,918)
2. 3% increase: year 1 (\$15,450); year 2 (\$15,914); year 3 (\$16,391)
3. 4% increase: year 1 (\$15,600); year 2 (\$16,224); year 3 (\$16,873)
4. 5% increase: year 1 (\$15,750); year 2 (\$16,538); year 3 (\$17,365)

Jeff Snyder proposed that the trustees revisit the concept proposal in June.

Mr. Snyder and Ashley Whetsel have discussed VWASIG investments: CDs, treasury notes, Flagstar savings account, etc. The idea is to attempt to increase profit with the current investments.

Mr. Snyder stated that The By-laws would be sent to all trustee members.

Ruth Ann Dowler wanted to know since the changes in Ohio Health will the labs be in network now. President Snyder would look into it.

Next meeting will be May 31 at 9:00 A.M. Due to the need for technology, Mr. Snyder will verify the meeting place.

Kathy Mollenkopf moved and Ben Thaxton seconded to adjourn at 10:42 A.M. Motion passed unanimously by voice vote.

## **VAN WERT AREA SCHOOLS INSURANCE GROUP**

At 9:10 A.M. on Wednesday, May 31, 2023, Jeff Snyder called to order the Van Wert Area Schools Insurance Group Trustees' meeting, which was held at Willow Bend. Hollie Ford took the roll call. Members present were Anthony Adams, Mark Bagley, Ashley Breese, Brenda Core, Ruth Ann Dowler, Hollie Ford, Todd Keller, Kathy Mollenkopf, Jeff Snyder, Thomas Taylor, Ben Thaxton, Cindy Tinnel, Rachael Thomas, and Rick Turner. Also attending were Troy Bowersock, Kaitlyn Edelbrock, Laura Peters, Ashley Whetsel, Kris Gerken, and Alexandria Grumman.

Via teleconference Nate Hughes, CEO and co-founder of RxProtect, shared about providing affordable specialty drugs and brand name drugs. RxProtect works directly and only with Mecasin which in turn supplies the pharmacies in Canada which provides Canadian prices which is about 30-50% less than American prices. RxProtect asks that medicines that are provided do not count toward the individual's copay/deductible and does not cost the individual. Company is located in Indiana and works with approximately thirty schools. (1 out of 3 drugs in America are from Mecasin.) RxProtect has one nurse who works with the individual. What prevents an individual from going to RxProtect? It is not a first-fill provider. Renewals can be sent directly to RxProtect. A pre-authorization can be directly submitted to RxProtect for a new fill. RxProtect is a voluntary service. RxProtect gets a portion of what the consortium saves and receives money from new enrollments. RxProtect estimates that 3-7% of VWASIG population could benefit from their service. RxProtect assumes responsibility for all communication beyond the initial announcement about the launch.

Via teleconference Wade Foster presented Edison Healthcare, which helps to avoid misdiagnoses and over utilization of the plan's benefit, such as surgeries. This program stresses the importance of second opinions and coordinates healthcare for the patient: scheduling appointments, costs of travel, meals, etc. and would reach out to those who have complex issues. Edison Healthcare utilizes Centers of Excellence for treatment. Participation in the program is completely voluntary, and members have no out-of-pocket cost. One time \$4000 implementation fee and \$7.00 per employee per month. Edison has a varied level of services.

Mark Bagley moved and Ben Thaxton seconded to approve the minutes of the March 22, 2023 Trustees Meeting. Motion passed unanimously by voice vote.

Jeff Snyder presented that there is an attempt to find a wellness coordinator to start in the fall. More information about the Health Fair will be coming out this fall.

Kathy Molenkamp moved and Todd Keller seconded to accept the March and April 2023 financial reports as presented by Ashley Whetsel. Jeff Snyder indicated that at the September meeting the Board will need to consider a rate increase. Motion passed unanimously by voice vote.

Cindy Tinnel moved and Thomas Taylor seconded to approve a service agreement with Hinge Health, Inc. for July 1, 2023-September 1, 2026. Motion passed unanimously by voice vote.

Kris Gerken reported that

- 2023 medical paid claims were higher than 2022
- 2023 pharmacy paid claims were lower in 2022
- 2023 admin, stop loss, medical, Rx, and dental are higher than 2022
- medical PMPM and pharmacy PMPM were both down 1%
- fewer high cost members but the costs of high cost members have increased
- Inpatient and outpatient claims are high; Edison Health could help this.

Ally Druckemiller shared

- Covid-19 Public Health Emergency ended May 11, 2023. As of May 12, 2023, member costs for Covid tests, vaccines, etc. reverted back to pre-pandemic costs.
- regarding PCORI preparation: Huntington will prep calculation and assist treasurers with a fee that is due by July 31, 2023.
- be prepared to set rates in September.
- Communication about renewal and open enrollment will begin soon.
- no further update on the Blue Cross Blue Shield Settlement

Cindy Tinnel moved and Mark Bagley seconded to engage VWASIG in a service agreement with RxProtect beginning July 1, 2023 or after. Motion passed unanimously by voice vote.

Mark Bagley moved and Rachel Thomas seconded to engage VWASIG in a service agreement with Edison Healthcare for a one-year contract starting July 1, 2023 or after. Motion passed unanimously by voice vote.

Cindy Tinnel shared about Pathways to Health. The pros and cons of sub committees versus one committee of all entities doing the same needs to be discussed. Anthem has revamped its services such as programs for pregnant moms has been broken into



groups such as infertility, adoption, traditional, etc. The conference emphasized the use of Sidney Health.

Jeff Snyder provided increases for the proposed VWASIG Fiscal Agent compensation:

	2%	3%	4%	5%
Year 1	\$15,300	\$15,450	\$15,600	\$15,750
Year 2	\$15,606	\$15,914	\$16,224	\$16,538
Year 3	\$15,918	\$16,391	\$16,873	\$17,365

Financial investments have increased and Ashley Whetsel and Jeff Snyder will look into plausible ways to appropriately invest funds.

If school delays for weather for any entity, the VWASIG meeting will be moved back one hour.

The next meeting of the VWASIG Trustees will be on Wednesday, September 13, 2023 at Willow Bend CC board room.

Kathy Mollenkopf moved and Ruth Ann Dower moved to adjourn at 11:10 A.M. Motion passed by unanimous voice vote.

Respectfully submitted \_\_\_\_\_ September 13, 2023

## **VAN WERT AREA SCHOOLS INSURANCE GROUP**

At 9:00 A.M. on Wednesday, September 13, 2023, Jeff Snyder called to order the Van Wert Area Schools Insurance Group Trustees' meeting, which was held at Willow Bend. Hollie Ford took the roll call. Members present were Anthony Adams, Mark Bagley, Ashley Breese, Brenda Core, Ruth Ann Dowler, Hollie Ford, Lori Gunderman, Matt Krites, Kathy Mollenkopf, Jeff Snyder, Thomas Taylor, Rachael Thomas, and Rick Turner. Also attending were Troy Bowersock, Laura Peters, Tricia Taylor, Ashley Whetsel, Kris Gerken, and Ally Druckmiller. Proxies were given for Todd Keller, Cindy Tinnel, and Ben Thaxton. James Ahlersmeyer, Jessie Jackson, Jennie Alt, and Kelly Dishun of Ohio Health were also in attendance. Matt Krites left at 11:06 and submitted documentation for Ashley Breese to have proxies for Matt and Todd Keller. Rachael Thomas left at 11:30 and submitted documentation for Rick Turner to be her proxy.

Jeff Snyder reminded the group that on VWASIG meeting days that encounter school delays the VWASIG meeting will be moved back to 10:00.

Thomas Taylor moved and Rick Turner seconded to approve the minutes of the May 31, 2023 Trustees Meeting. The motion passed unanimously by voice vote.

Kathy Mollenkopf moved and Matt Krites seconded to approve the May, June, July, & August 2023 VWASIG Financial Reports as presented by Ashley Whetsel. Motion passed unanimously by voice vote.

Ally Druckemiller presented the January-July 2023 Plan Cost Executive Summary

- Enrollment approximately 93% of the employees are enrolled in HDHP (516 enrolled in HDHP vs. 39 in the PPO in July)
- PEPM PPO Cost is down
- PEPM HDHP Cost is down
- PPO cost is running at a 103% loss ratio to funding

- HDHP cost is running at a 94% loss ratio to funding
- Dental cost is running at a 98% loss ratio to funding
- High-cost claimants: 10 claimants over \$75,000
- 2023 medical paid claims are on pace for \$5,892,298 in cost vs. 2022 of \$5,171,680
- 2023 pharmacy paid claims are on pace for \$940,685 in cost vs. 2022 of \$1,144,202
- 2023 Admin, stop loss, medical, RX, and dental PEPM cost
  - 2021 \$1,357
  - 2022 \$1,221
  - Through July 2023 \$1,294

Kris Gerken shared

- In comparison to SERB report, VWASIG’s plan is competitive with state averages. Huntington does not recommend a change to the plan design for 2024.
- PCS Summary – PEPM cost is up 5.9% but is below the PEPM cost of 2021. Pharmacy claims are projected to be down in cost while medical claims are projected to increase 14%. 10 claimants have exceeded \$75,000 through July with 2 of those claimants exceeding the stop loss deductible.

Van Wert Health representative Jessie Jackson introduced Ohio Health representatives Jennie Alt (manager of business development) and Kelly Dishun (senior wellness advisor) who shared about Ohio Health’s healthcare services: biometric screenings, on-site flu shots, dedicated wellness coordinator, and virtual group fitness subscription, and web portal solution. The wellness coordinator would analyze the results from the biometric screenings and develop programs tailored to VWASIG. Jeff Snyder will head the communication between VWASIG and Van Wert Health.

Ally Druckemiller shared

- no change on the BCBS settlement.

- EMB – Trustmark is discontinuing tech credits as of 1/1/2024 – Estimated additional cost to the consortium of approximately \$2,000.00 annually
- Open Enrollment
  - EMB has set up calls with each entity regarding open enrollment communication
  - We have a draft script for open enrollment video EMB will create, just need final decisions to finish
  - Bi-weekly open enrollment call prep with treasurers / EMB to begin 9/14
  - Open enrollment period for 2024 is 10/30 – 11/12
- Hinge Health Setup Cost:
  - EMB one-time file setup fee of \$1,250. Paid by Hinge, no cost to VWASIG. The eligibility file is set up.
  - Promotional material is being prepared to send to employees' emails and info. will be provided during open enrollment and EMB system.

Kris Gerken shared

- Edison Setup Cost:
  - EMB one-time file setup fee of \$2,500. Paid by Edison, no cost to VWASIG. (After meeting EMB determined one-time set up cost will be \$1,250 since they did not have to customize. EMB is paying the fee)
  - Anthem monthly file feed cost of \$12,000 annually
  - January 1<sup>st</sup> effective date
  - Admin Cost and ROI: Estimated Annual Admin Fees of \$45,948 with potential savings of \$1.6M. This is an estimate. A majority of Edison's clients experience ROI of 7x to 20x.
  - Ally shared travel cost is covered under the plan, and the travel account is based on the consortium size. A travel account needs to hold a minimum of \$5,000, at all times.
- RxProtect – (Update)
  - Potential Savings of \$276K. Anthem can't guarantee that rebates will exceed the rebate guarantee in the contract of \$32.08.

- Setup Cost: \$1,250 for Eligibility
- Effective date TBD in the near future
  - Anthem is going to charge \$12,000 annually to have a monthly Rx file sent to Rx Protect. Huntington is able to manage this with RxProtect and RxProtect will pay Huntington for this service. RxProtect collect's fee is 33% of the savings so the cost billed to the plan is the cost of the drug in Canada+33% of the savings. They standardly pay advisors 3% of the 33% for program coordination. Payment to Huntington from RxProtect does NOT change the savings estimates or cost of the medication.

\*See the below chart for detailed information on Hinge, RxProtect, and Edison.  
(The chart was provided by Ally Druckemiller.)

- Anthem Renewal - 2-year offer 1/1/24 – 12/31/25
  - No change in base admin fee or stop loss carveout fee for 2024.
  - 3-cent increase in foundational program fee (\$1.68 to \$1.71)
  - For 2025, based admin fee increases from \$34.05 to \$35.75.
  - Stop Loss carveout fee and foundation program fees TBD.
  - Huntington recommends accepting the proposed renewal from Anthem.

Thomas Taylor moved and Rachael Thomas seconded to accept the administrative renewal contract with Anthem for 2024 and 2025. The motion passed unanimously by voice vote.

- Preliminary Stop Loss Update
  - Initial stop loss increase of 25%. Anthem provided a quote at a little more than 25% as well while QBE, Sun Life, and Berkshire Hathaway are between 34% - 36% over current. Seven carrier quotes are pending, and 5 carriers have declined.

- Final numbers for renewal and options will be ready in October and will either email or set up Video call with Board for final stop loss decision.
- Huntington recommends that the consortium consider a higher specific deductible for 2024. Below is a summary of stop-loss claims vs. premiums since 2020:
  - i. 2023 – \$343,454 in claims vs. \$612,927 in premiums through July
  - ii. 2022 - \$1,163,749 in claims vs. \$852,017 in premiums
  - iii. 2021- \$216,113 in claims vs. \$877,641 in premiums
  - iv. 2020 - \$849,757 in claims vs. \$759,035 in premiums
- GTS5 (Gene Therapy Carveout Program)
  - Gene Therapy medications range in cost from \$850,000 - \$3.5M. The cost of gene therapy medications is expected to increase 3x over the next 3 years in the U.S.
  - Amwins/Stealth has developed a pooled product to offload the risk of GT drugs from the first dollar. In 2024, the program will cover 5 GT medications and will cost \$1.99 PEPM.
- Renewal Workup
  - Estimated annual expected cost for 2024 is projected to be \$9.2M.
  - Based on Huntington’s analytic system and Symetra Huntington anticipates a cost of \$8.8M - \$9M. Neither of these projections includes savings estimates for Hinge, Rx Protect, or Edison.
  - Huntington recommends a 2% increase in medical and Rx premium and a 1% increase in dental premium.

Ruth Ann Dowler moved and Brenda Core seconded to approve a 2% increase in medical and Rx premium and a 1% increase in dental premium for 2024 plan. Vote passed unanimously by voice vote.

Jeff Snyder proposed an increase in VWASIG financial agent compensation. \$15,000 is current compensation. Kathy Mollenkopf moved and Mark Bagley seconded to increase the VWASIG financial agent compensation by 3% each year for calendar years 2024, 2025, and 2026. Motion passed unanimously by voice vote.

The next meeting of the VWASIG Trustees will be 9:00 A.M. on Wednesday, January 17, 2024 at Willow Bend Country Club.

Jeff Snyder moved and Ruth Ann Dowler seconded to adjourn at 11:29 A.M. Motion passed unanimously by voice vote.

	Hinge Health	Edison Healthcare	RxProtect
Effective Date	9/1/2023	1/1/2024	TBD
Eligible	All members enrolled in the Health Plan	All members enrolled in the Health Plan	All members enrolled in the Health Plan
Waiting Period	None	None	None
Cost to VWASIG	Preventive - \$0, Chronic - \$995 annual, Acute \$250 annual for members evaluated and entered into program	\$7 PEP, Travel & Expense Account Min. Requirement for Account \$5k and cost of claims through Edison Smart Centers	Cost of Drugs and Program Savings Fee and one-time enrollment file set-up fee of \$1,250 to EMB
Benefits	<b>Voluntary Program</b> Digital MSK Clinic includes app or tablet issued by Hinge, wearable sensors, physical therapist	<b>Voluntary Program</b> Evaluation and Care for Spine, Orthopedic, Oncology, Cardiac, Transplant	<b>Voluntary Program</b> High cost covered specialty and some brand drugs purchased internationally in lieu of Plan.
Member Engagement	Promotional Material for members to contact Hinge	Promotional Material - for members to contact Edison or Edison will reach out to members based on claim indicators	Promotional Material - for members to contact RxProtect or RxProtect will reach out to members based on Rx claim indicators and after first fill
Data Verification / Confirm Enrollment in Plan	Enrollment file from EMB to Hinge (One-time enrollment file set-up paid by Hinge on behalf of VWASIG)	Enrollment file from EMB to Edison (One-time enrollment file set-up paid by Edison on behalf of VWASIG)	Enrollment file from EMB to RxProtect (\$1,250 file feed cost)
Diagnosis and Care Trigger	Evaluation done by Hinge when member engages	Claim Indicators from Anthem Data	Claim Indicators from Anthem Data
Reporting	Qtr / Annual Utilization Reporting	Qtr / Annual Utilization Reporting	Qtr / Annual Utilization Reporting





**WE BELIEVE IN  
HELPING PEOPLE**



# WE MITIGATE THE PROBLEM

## THE PROBLEM

- Most specialty, insulin, other Type 2, and other medications are available as brand name options only. There are little generic options.
- Consumers (employers and employees) are stuck paying significant high-costs with little other options.
- 3-7% of an employee population accounts for 50-70% of annual Rx employer spend.
- The highest cost medications are increasing by 13% per year and are significantly impacting total employer Rx spend.

# THE SOLUTION

## THE SOLUTION

- Personal Importation with peace of mind
  - All medications provided through the RxProtect program are supplied by McKesson. No script sourcing.
- Dispense all medications from singular wholesale pharmacy in Canada
  - Taking advantage of Canadian pricing. 30 to 40% net savings for employers
    - Savings into the six and seven figures depending upon employer size – Averaging \$6,140 savings per enrollee per year.
- Shipped to the address (or shipping choice) of enrollee
  - No copay and no payment towards deductible required

Our process maintains equivalent or greater safety and licensing regulations as the USA, but with the discounts seen in Canada

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# ***RXP 5G TRACKERS***

- Cutting edge remote RxP 5G temperature monitoring trackers capture and transmit:
  - Hyper-accurate medication location,
  - Temperature,
  - Humidity,
  - Shock, and
  - Light exposure
- RxP 5G Trackers utilize global cellular, WiFi, and GPS technology to monitor cold chain medication shipments with a cloud application aggregating shipping data in real time delivering immediate alerts if a shipment goes wrong allowing our customer support team to take immediate action.
- The RxP 5G tracker is fully compliant with both FDA 21 CFR Part 11 and GxP (GAMP 5).

# POPULAR MEDICATION EXAMPLES

## Ozempic

Retail: \$1043  
GoodRx: \$928  
RxProtect: \$368

## Trulicity

Retail: \$1019  
GoodRx: \$771  
RxProtect: \$438

## Victoza

Retail: \$1170  
GoodRx: \$1053  
RxProtect: \$568

## Humira

Retail: \$5628  
GoodRx: \$5250  
RxProtect: \$2099

## Stelara

Retail: \$26403  
GoodRx: \$25449  
RxProtect: \$6200

## Enbrel

Retail: \$5860  
GoodRx: \$5451  
RxProtect: \$1999

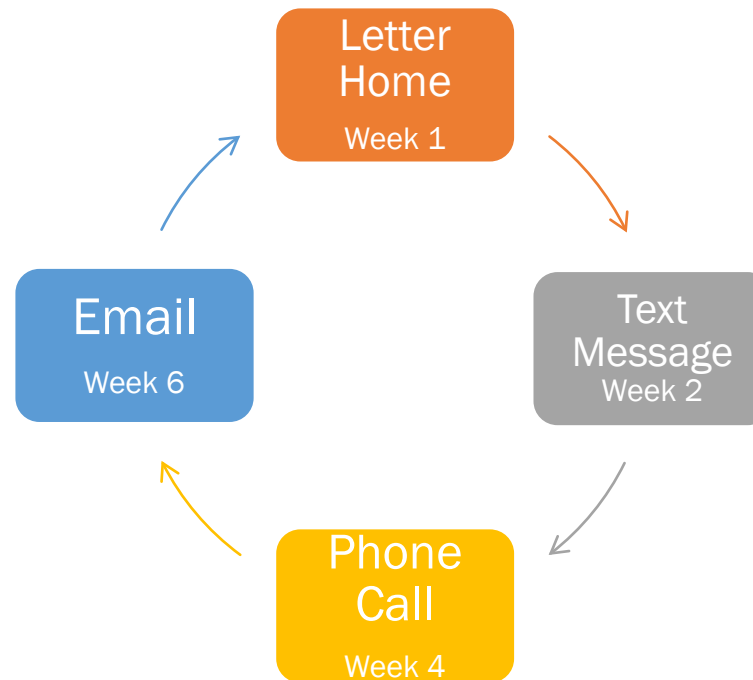
RxProtect can provide over 150 medications with a net savings of 30-40% to employer.

\*RxProtect prices listed are wholesale cost of medication and do not include the RxProtect shared savings fee.\*

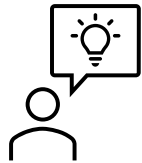
# PROACTIVE OUTREACH



RxProtect provides nurse driven proactive outreach on a six-week outreach schedule utilizing multiple touchpoints to maximize the opportunity of program enrollment. The outreach approach depends greatly upon how aggressive a client will allow us to be. We have full capability to be as aggressive as allowed and as passive as needed.



# EASE OF IMPLEMENTATION



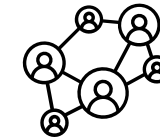
## NO CHANGES REQUIRED

The RxProtect program acts as a complimentary service to the benefits and other programs already in place. There are no medication carve outs or other changes to the PBM, TPA, or carrier required.



## NO FINANCIAL RISK

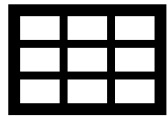
The RxProtect fee structure is simple. We share in the savings only. RxProtect makes money only when we save you money.



## CAN BE VOLUNTARY

The RxProtect is a voluntary program for members. The members who enroll into the program are the ones that truly need it. RxProtect is currently averaging a 65% enrollment across all client populations.

## NEXT STEPS



### Rx CLAIMS DATA

Send a Rx claims data extract to RxProtect. We will provide a free analysis comparing the plan spend and what the spend would have been through RxProtect.



### REVIEW ANALYSIS TOGETHER

We can have a brief meeting to review the data and answer any questions you may have.



### PRESENT TO CLIENT

Show the client, using their own data, what savings could be obtained through the RxProtect program. We are happy to be a part of the presentation, or you are welcome to present on your own.



# MEMBER SUPPORT & COMMUNICATION



RxProtect is only as good as the support and communication it provides. Members will receive above and beyond service from a nurse and will have access to a pharmacist for consultations as requested.

Members will have access to our team of nurses leading up to enrollment and throughout the program.

Multiple communications are sent to the member after enrolling and during the program. We like to email and text the same message to ensure communication is received.

## Welcome Letter

- Member will receive a Welcome Letter once the script is received from provider.

## Tracking Number

- Member will receive an email and text message with the tracking number of their medication.

## New Script Needed

- Member will receive a minimum of 90 days notice that a new script is needed before the next fill of medication can be dispensed. RxProtect also sends a refill request to the prescribing clinician requesting a new script.

## Check-In

- RxProtect will check-in with the member throughout the course of the program to ensure highest level of satisfaction and to answer potential questions.



## Free Brand Name Medications for Van Wert Area School Insurance Group Members

Exciting News for Covered Employees and Dependents

Please take a minute to read this important Memo.

As a self-insured employer, Van Wert Area School Insurance Group is on the hook for paying our own medical and pharmacy claims. Prescription drug spend has increased significantly over the last year.

**As a part of our 2023 cost containment plan**, Van Wert Area School Insurance Group has partnered with **RxProtect** to lower your pharmacy costs for members and the plan. This is a voluntary program created to help eliminate the financial burden of certain medications prescribed to members hoping to live healthier and happier.

***You can save money and get your prescriptions for free (no copays or coinsurance) by using RxProtect.***

To enroll in the **RxProtect** program visit [www.rx-protect.com/vwasig](http://www.rx-protect.com/vwasig) to learn more.

Note: RxProtect is not a pharmacy. RxProtect is a patient advocacy group connecting members to fully licensed and regulated pharmacies for the purpose of establishing a relationship between the pharmacy and the patient.

Upon enrollment:

- Your monthly co-pays and payments toward your deductible are eliminated
- The medication will be delivered to your doorstep or shipping address of your choice
- You will have direct access to a pharmacist as needed
- You will need to have a current prescription, simply call your prescribing physician and ask for the script to be faxed to (917) 909-5923

Please allow 2-3 weeks to receive the first fulfillment of your medication. Refills will be provided with no delay in shipping.

**Contact RxProtect with all questions:**  
Email Patient Support: [nola.hughes@rx-protect.com](mailto:nola.hughes@rx-protect.com)  
Phone: 1-833-279-7877



✓905260



RxProtect  
9520 Ormsby Station Rd  
Suite 20  
Louisville, Kentucky 40223

Bill To  
Van Wert Area Schools

# Invoice

Invoice #: 3304

Balance Due  
\$ 1,204.35

Invoice Date: 12/18/23  
Due Date: 12/21/23  
Status: Outstanding

Item & Description	Strength	Day Supply	Qty Shipped	Amount
Rybelsus 14mg	14mg	90	3	\$ 1,204.35
<b>Total</b>				<b>\$ 1,204.35</b>

Notes:

Invoice reflects pass through cost of medications delivered through the RxProtect Program from December 1-15th, 2023

✓905261



RxProtect  
9520 Ormsby Station Rd  
Suite 20  
Louisville, Kentucky 40223

**Bill To**  
Van Wert Area Schools

# Invoice

Invoice #: 3344

Balance Due  
\$ **449.63**

Invoice Date: 1/2/24

Due Date: 1/5/24

Status: Outstanding

Item & Description	Strength	Day Supply	Qty Shipped	Amount
Jardiance 10mg - 90	10mg	90	1	\$ 449.63
<b>Total</b>				<b>\$ 449.63</b>

Notes:

Invoice reflects pass through cost of medications delivered through the RxProtect Program from December 16-31st, 2023

905264



# Invoice

Invoice #: 3410

Balance Due  
**\$ 815.40**

RxProtect  
9520 Ormsby Station Rd  
Suite 20  
Louisville, Kentucky 40223

Invoice Date: 1/5/24  
Due Date: 1/8/24  
Status: Outstanding

Bill To  
Van Wert Area Schools

Item & Description	Strength	Day Supply	Qty. Shipped	Dispensed	Wholesale Cost	Cost to Plan	Program Fee
Rybelsus 14mg	14mg	90	3	90	\$ 1,204.35	\$ 2,577.57	\$ 453.16
Jardiance 10mg - 90	10mg	90	1	90	\$ 449.63	\$ 1,547.33	\$ 362.24
<b>Total</b>						<b>\$</b>	<b>815.40</b>

Notes:

Invoice reflects RxProtect Program Fees for December 2023.

905268



RxProtect  
9520 Ormsby Station Rd  
Suite 20  
Louisville, Kentucky 40223

Bill To  
Van Wert Area Schools

# Invoice

Invoice #: 3467

Balance Due  
**\$ 463.87**

Invoice Date: 1/16/24  
Due Date: 1/19/24  
Status: Outstanding

Item & Description	Strength	Day Supply	Qty Shipped	Amount
Januvia 100mg -100	100mg	100	1	\$ 463.87
<b>Total</b>				<b>\$ 463.87</b>

Notes:

Invoice reflects pass through cost of medications delivered through the RxProtect Program from January 1-15th, 2024

*OK to pay  
per ally D.  
1/18/24*



RxProtect  
9520 Ormsby Station Rd  
Suite 20  
Louisville, Kentucky 40223

Bill To  
Van Wert Area Schools

# Invoice

Invoice #: 3539

Balance Due  
**\$ 7,664.93**

Invoice Date: 2/2/24

Due Date: 2/7/24

Status: Outstanding

Item & Description	Strength	Day Supply	Qty Shipped	Amount
Amjevita/Amgevita (Adalimumab) Auto-Injector	40mg/0.8ml	28	2	\$ 3,474.98
Amjevita/Amgevita (Adalimumab) Auto-Injector	40mg/0.8ml	28	2	\$ 3,449.98
Farxiga/Forxiga (Dapagliflozin) 10mg - 30 tab	10mg	90	3	\$ 384.97
Jardiance (Empagliflozin) 25mg - 90 tab	25mg	90	1	\$ 355.00
<b>Total</b>				<b>\$ 7,664.93</b>

Notes:

Invoice reflects pass through cost of medications delivered through the RxProtect Program from January 16-31st, 2024

*OK to pay  
per Ally D.  
2/2/24*

905217



RxProtect  
9520 Ormsby Station Rd  
Suite 20  
Louisville, Kentucky 40223

Bill To  
Van Wert Area Schools

# Invoice

Invoice #: 3616

Balance Due  
**\$ 3,161.29**

Invoice Date: 2/5/24  
Due Date: 2/8/24  
Status: Outstanding

Item & Description	Strength	Day Supply	Qty. Shipped	Dispensed	Wholesale Cost	Cost to Plan	Program Fee
Januvia 100mg -100	100mg	100	1	100	\$ 463.87	\$ 1,406.50	\$ 311.07
Amjevita/Amgevita (Adalimumab) Auto-Inje 40mg/0.8ml		28	2	4	\$ 3,474.98	\$ 6,569.91	\$ 1,021.33
Amjevita/Amgevita (Adalimumab) Auto-Inje 40mg/0.8ml		28	2	1.6	\$ 3,449.98	\$ 6,569.91	\$ 1,029.58
Farxiga/Forxiga (Dapagliflozin) 10mg - 30 ta 10mg		90	3	90	\$ 384.97	\$ 1,614.81	\$ 405.85
Jardiance (Empagliflozin) 25mg - 90 tab	25mg	90	1	90	\$ 355.00	\$ 1,547.33	\$ 393.47
<b>Total</b>						<b>\$</b>	<b>3,161.29</b>

Notes:

Invoice reflects RxProtect Program Fees for January 2024.

*OK to pay  
per Allg.D.  
2/21/24*





RxProtect  
9520 Ormsby Station Rd  
Suite 20  
Louisville, Kentucky 40223

Bill To  
Van Wert Area Schools

# Invoice

Invoice #: 3691

Balance Due  
**\$ 17,994.71**

Invoice Date: 2/19/24  
Due Date: 2/22/24  
Status: Outstanding

Item & Description	Strength	Day Supply	Qty Shipped	Amount
Forxiga 10mg-30	10mg	90	3	\$ 423.15
Ozempic 0.5mg	0.68mg/mL	84	3	\$ 1,243.33
Trulicity 1.5mg	1.5mg/0.5mL	28	2	\$ 1,078.32
Amjevita/Amgevita (Adalimumab) Auto-Injector	40mg/0.8ml	84	6	\$ 9,874.94
Orencia (Abatacept) Pre-Filled Syringe	125mg/1r 125mg/1ml	84	3	\$ 5,374.97
<b>Total</b>				<b>\$ 17,994.71</b>

Notes:

Invoice reflects pass through cost of medications delivered through the RxProtect Program from February 1-15, 2024

*ok to pay  
per Ally D.  
2/20/24*

*Bank only posted  
17,944.71*

909292



RxProtect  
9520 Ormsby Station Rd  
Suite 20  
Louisville, Kentucky 40223

Bill To  
Van Wert Area Schools

# Invoice

Invoice #: 3754

Balance Due  
\$ 660.00

Invoice Date: 3/4/24  
Due Date: 3/7/24  
Status: Outstanding

Item & Description	Strength	Day Supply	Qty Shipped	Amount
Trulicity (Dulaglutide) Pen 3mg/0.5ml - USA (Lim 3mg/0.5ml)		28	1	\$ 660.00
<b>Total</b>				<b>\$ 660.00</b>

Notes:

Invoice reflects pass through cost of medications delivered through the RxProtect Program from February 16-29, 2024

*Ok to pay  
Per A. Druckemiller  
3/5/24*

905293



RxProtect  
9520 Ormsby Station Rd  
Suite 20  
Louisville, Kentucky 40223

Bill To  
Van Wert Area Schools

# Invoice

Invoice #: 3878

Balance Due  
\$ 6,432.50

Invoice Date: 3/5/24  
Due Date: 3/8/24  
Status: Outstanding

Item & Description	Strength	Day Supply	Qty. Shipped	Dispensed	Wholesale Cost	Cost to Plan	Program Fee
Forxiga 10mg-30	10mg	90	3	90	\$ 423.15	\$ 1,485.21	\$ 350.48
Ozempic 0.5mg	0.68mg/mL	84	3	9	\$ 1,243.33	\$ 2,469.99	\$ 404.80
Trulicity 1.5mg	1.5mg/0.5ml	28	2	4	\$ 1,078.32	\$ 1,707.42	\$ 207.60
Amjevita/Amgevita (Adalimumab) Auto-Inje	40mg/0.8ml	84	6	12	\$ 9,874.94	\$ 16,470.00	\$ 2,176.37
Orencia (Abatacept) Pre-Filled Syringe 125n	125mg/1ml	84	3	12	\$ 5,374.97	\$ 15,160.80	\$ 3,229.32
Trulicity (Dulaglutide) Pen 3mg/0.5ml - USA	3mg/0.5ml	28	1	2	\$ 660.00	\$ 853.71	\$ 63.92
<b>Total</b>							<b>\$ 6,432.50</b>

Notes:

Invoice reflects RxProtect Program Fees for February 2024.



RxProtect  
9520 Ormsby Station Rd  
Suite 20  
Louisville, Kentucky 40223

**Bill To**  
Van Wert Area Schools

# Invoice

Invoice #: 3964

Balance Due  
**\$ 480.00**

Invoice Date: 3/19/24  
Due Date: 3/22/24  
Status: Outstanding

Item & Description	Strength	Day Supply	Qty Shipped	Amount
Ozempic (Semaglutide) Pre-Filled Pen 0.25mg/0. 0.25mg/0.5mg		28	1	\$ 480.00
<b>Total</b>				<b>\$ 480.00</b>

**Notes:**

Invoice reflects pass through cost of medications delivered through the RxProtect Program from March 1-15, 2024



RxProtect  
9520 Ormsby Station Rd  
Suite 20  
Louisville, Kentucky 40223

**Bill To**  
Van Wert Area Schools

# Invoice

Invoice #: 4054

Balance Due  
**\$ 1,819.97**

Invoice Date: 4/2/24  
Due Date: 4/5/24  
Status: Outstanding

Item & Description	Strength	Day Supply	Qty Shipped	Amount
Ozempic (Semaglutide) Pre-Filled Pen 0.25mg/0.25mg/0.5mg		84	3	\$ 1,405.00
Januvia (Sitagliptin) 100mg - 30 tab	100mg	90	3	\$ 414.97
<b>Total</b>				<b>\$ 1,819.97</b>

Notes:

Invoice reflects pass through cost of medications delivered through the RxProtect Program from March 16-31, 2024

*ok to pay  
Allg D.  
4/9/24*



RxProtect  
9520 Ormsby Station Rd  
Suite 20  
Louisville, Kentucky 40223

Bill To  
Van Wert Area Schools

# Invoice

Invoice #: 4158

Balance Due  
**\$ 745.54**

Invoice Date: 4/5/24  
Due Date: 4/9/24  
Status: Outstanding

Item & Description	Strength	Day Supply	Qty. Shipped	Dispensed	Wholesale Cost	Cost to Plan	Program Fee
Ozempic (Semaglutide) Pre-Filled Pen 0.25r 0.25mg/0.5r	0.25mg/0.5r	84	3	4.5	\$ 1,405.00	\$ 2,469.99	\$ 351.45
Januvia (Sitagliptin) 100mg - 30 tab	100mg	90	3	90	\$ 414.97	\$ 1,265.85	\$ 280.79
Ozempic (Semaglutide) Pre-Filled Pen 0.25r 0.25mg/0.5r	0.25mg/0.5r	28	1	1.5	\$ 480.00	\$ 823.33	\$ 113.30
<b>Total</b>							<b>\$ 745.54</b>

Notes:

Invoice reflects RxProtect Program Fees for March 2024.

*Ok to pay  
Ally D  
4/9/24*



RxProtect  
9520 Ormsby Station Rd  
Suite 20  
Louisville, Kentucky 40223

**Bill To**  
Van Wert Area Schools

# Invoice

Invoice #: 4242

Balance Due  
**\$ 1,449.97**

Invoice Date: 4/17/24  
Due Date: 4/22/24  
Status: Outstanding

Item & Description	Strength	Day Supply	Qty Shipped	Amount
Jardiance (Empagliflozin) 25mg - 90 tab	25mg	90	1	\$ 355.00
Jardiance (Empagliflozin) 10mg - 90 tab	10mg	90	1	\$ 355.00
Jardiance (Empagliflozin) 25mg - 90 tab	25mg	90	1	\$ 355.00
Farxiga/Forxiga (Dapagliflozin) 10mg - 30 tab	10mg	90	3	\$ 384.97
<b>Total</b>				<b>\$ 1,449.97</b>

Notes:

Invoice reflects pass through cost of medications delivered through the RxProtect Program from April 1-15, 2024

*OK to pay  
Ally D  
4/19/24*



RxProtect  
9520 Ormsby Station Rd  
Suite 20  
Louisville, Kentucky 40223

**Bill To**  
Van Wert Area Schools

# Invoice

Invoice #: 4314

Balance Due  
**\$ 10,739.91**

Invoice Date: 5/2/24  
Due Date: 5/6/24  
Status: Outstanding

Item & Description	Strength	Day Supply	Qty Shipped	Amount
Ozempic (Semaglutide) Pre-Filled Pen 1mg - 4mg	1mg	28	1	\$ 480.00
Amjevita/Amgevita (Adalimumab) Auto-Injector	40mg/0.8ml	84	6	\$ 9,874.94
Farxiga/Forxiga (Dapagliflozin) 10mg - 30 tab	10mg	90	3	\$ 384.97
<b>Total</b>				<b>\$ 10,739.91</b>

Notes:

Invoice reflects pass through cost of medications delivered through the RxProtect Program from April 16-30, 2024



905316



RxProtect  
9520 Ormsby Station Rd  
Suite 20  
Louisville, Kentucky 40223

Bill To  
Van Wert Area Schools

# Invoice

Invoice #: 4411

Balance Due  
**\$ 4,281.78**

Invoice Date: 5/6/24  
Due Date: 5/9/24  
Status: Outstanding

Item & Description	Strength	Day Supply	Qty. Shipped	Dispensed	Wholesale Cost	Cost to Plan	Program Fee
Jardiance (Empagliflozin) 25mg - 90 tab	25mg	90	1	90	\$ 355.00	\$ 1,547.33	\$ 393.47
Jardiance (Empagliflozin) 10mg - 90 tab	10mg	90	1	100	\$ 355.00	\$ 1,547.33	\$ 393.47
Jardiance (Empagliflozin) 25mg - 90 tab	25mg	90	1	90	\$ 355.00	\$ 1,547.33	\$ 393.47
Farxiga/Forxiga (Dapagliflozin) 10mg - 30 ta 10mg		90	3	90	\$ 384.97	\$ 1,614.81	\$ 405.85
Ozempic (Semaglutide) Pre-Filled Pen 1mg - 1mg		28	1	3	\$ 480.00	\$ 823.33	\$ 113.30
Amjevita/Amgevita (Adalimumab) Auto-Inje 40mg/0.8ml		84	6	9.6	\$ 9,874.94	\$ 16,470.00	\$ 2,176.37
Farxiga/Forxiga (Dapagliflozin) 10mg - 30 ta 10mg		90	3	90	\$ 384.97	\$ 1,614.81	\$ 405.85

**Total \$ 4,281.78**

4281.77 ACH

Notes:

Invoice reflects RxProtect Program Fees for April 2024.

905331



RxProtect  
9520 Ormsby Station Rd  
Suite 20  
Louisville, Kentucky 40223

Bill To  
Van Wert Area Schools

# Invoice

Invoice #: 4502

Balance Due  
**\$ 5,374.97**

Invoice Date: 5/17/24  
Due Date: 5/21/24  
Status: Outstanding

Item & Description	Strength	Day Supply	Qty Shipped	Amount
Orencia (Abatacept) Pre-Filled Syringe	125mg/1r 125mg/1ml	84	3	\$ 5,374.97
<b>Total</b>				<b>\$ 5,374.97</b>

Notes:

Invoice reflects pass through cost of medications delivered through the RxProtect Program from May 1-15, 2024

905338



RxProtect  
9520 Ormsby Station Rd  
Suite 20  
Louisville, Kentucky 40223

**Bill To**  
Van Wert Area Schools

# Invoice

Invoice #: 4573

Balance Due  
**\$ 2,880.00**

Invoice Date: 6/4/24  
Due Date: 6/7/24  
Status: Outstanding

Item & Description	Strength	Day Supply	Qty Shipped	Amount
Ozempic (Semaglutide) Pre-Filled Pen 1mg - 4mg	1mg	84	3	\$ 1,405.00
Trulicity (Dulaglutide) Pen 0.75mg/0.5ml - 4 ea	0.75mg/0.5ml	84	3	\$ 1,475.00
<b>Total</b>				<b>\$ 2,880.00</b>

Notes:

Invoice reflects pass through cost of medications delivered through the RxProtect Program from May 16-31, 2024

905341



RxProtect  
9520 Ormsby Station Rd  
Suite 20  
Louisville, Kentucky 40223

Bill To  
Van Wert Area Schools

# Invoice

Invoice #: 4666

Balance Due  
**\$ 3,917.25**

Invoice Date: 6/6/24  
Due Date: 6/10/24  
Status: Outstanding

Item & Description	Strength	Day Supply	Qty. Shipped	Dispensed	Wholesale Cost	Cost to Plan	Program Fee
Orencia (Abatacept) Pre-Filled Syringe 125n 125mg/1ml		84	3	12	\$ 5,374.97	\$ 15,160.80	\$ 3,229.32
Ozempic (Semaglutide) Pre-Filled Pen 1mg · 1mg		84	3	9	\$ 1,405.00	\$ 2,469.99	\$ 351.45
Trulicity (Dulaglutide) Pen 0.75mg/0.5ml - 40.75mg/0.5r		84	3	6	\$ 1,475.00	\$ 2,494.65	\$ 336.48
<b>Total</b>						<b>\$</b>	<b>3,917.25</b>

Notes:

Invoice reflects RxProtect Program Fees for May 2024.

905346



RxProtect  
9520 Ormsby Station Rd  
Suite 20  
Louisville, Kentucky 40223

**Bill To**  
Van Wert Area Schools

# Invoice

Invoice #: 4746

Balance Due  
**\$ 1,405.00**

Invoice Date: 6/18/24  
Due Date: 6/21/24  
Status: Outstanding

Item & Description	Strength	Day Supply	Qty Shipped	Amount
Ozempic (Semaglutide) Pre-Filled Pen 1mg - 4mg	1mg	84	3	\$ 1,405.00
<b>Total</b>				<b>\$ 1,405.00</b>

Notes:

Invoice reflects pass through cost of medications delivered through the RxProtect Program from June 1-15, 2024

960384



RxProtect  
9520 Ormsby Station Rd  
Suite 20  
Louisville, Kentucky 40223

**Bill To**  
Van Wert Area Schools

# Invoice

Invoice #: 4830

Balance Due  
**\$ 1,579.93**

Invoice Date: 7/2/24  
Due Date: 7/8/24  
Status: Outstanding

Item & Description	Strength	Day Supply	Qty Shipped	Amount
Jardiance (Empagliflozin) 10mg - 90 tab	10mg	90	1	\$ 355.00
Eliquis (Apixaban) 5mg - 180 tab	5mg	90	1	\$ 424.99
Januvia (Sitagliptin) 100mg - 30 tab	100mg	90	3	\$ 414.97
Farxiga/Forxiga (Dapagliflozin) 10mg - 30 tab	10mg	90	3	\$ 384.97
<b>Total</b>				<b>\$ 1,579.93</b>

Notes:

Invoice reflects pass through cost of medications delivered through the RxProtect Program from June 16-30, 2024

905 354



# Invoice

Invoice #: 4934

RxProtect  
9520 Ormsby Station Rd  
Suite 20  
Louisville, Kentucky 40223

Balance Due  
**\$ 1,810.47**

Invoice Date: 7/5/24  
Due Date: 7/9/24  
Status: Outstanding

**Bill To**  
Van Wert Area Schools

Item & Description	Strength	Day Supply	Qty. Shipped	Dispensed	Wholesale Cost	Cost to Plan	Program Fee
Ozempic (Semaglutide) Pre-Filled Pen 1mg - 1mg		84	3	9	\$ 1,405.00	\$ 2,469.99	\$ 351.45
Jardiance (Empagliflozin) 10mg - 90 tab	10mg	90	1	90	\$ 355.00	\$ 1,547.33	\$ 393.47
Eliquis (Apixaban) 5mg - 180 tab	5mg	90	1	180	\$ 424.99	\$ 1,573.20	\$ 378.91
Januvia (Sitagliptin) 100mg - 30 tab	100mg	90	3	90	\$ 414.97	\$ 1,265.85	\$ 280.79
Farxiga/Forxiga (Dapagliflozin) 10mg - 30 ta 10mg		90	3	600	\$ 384.97	\$ 1,614.81	\$ 405.85
<b>Total</b>						<b>\$</b>	<b>1,810.47</b>

Notes:

Invoice reflects RxProtect Program Fees for June 2024.