

Rescrybe Service Agreement

This services agreement (the agreement) is made effective January 1, 2025, by and between Prescriptive Innovations, LLC d.b.a. Rescrybe, LLC and the Ripon Area School District (“the Company”).

THE PARTIES AGREE AS FOLLOWS:

Scope of Services

1.1 Rescrybe will provide the Company with services as mutually agreed upon and described hereunder. All services to be provided hereunder will be referred to as services.

1.2 The following services will be performed by Rescrybe for the Company:

- a. **Opportunity Identification.** Identification of potential access and savings opportunities through claims data or potential opportunities communicated through other means.
- b. **Member Coordination and Communication.** Discuss with the member to validate savings any opportunities, explain our access and savings programs, and coordinate the appropriate savings intervention.
- c. **Patient Assistance Programs.** Rescrybe will provide member advocacy services to assist members to gain access to prescribed medications through Patient Assistance Programs. Patient Assistance Programs include any program that a medication is supplied by the manufacturer or foundation at discounted prices or at no cost.
- d. **Personal Importation Programs.** Rescrybe will coordinate Personal Importation Programs for members who wish to participate in receiving their medication through an international pharmacy.
- e. **Clinical Interventions.** For opportunities that may be eligible for a medication change, Rescrybe will contact the prescriber or a delegate of the prescriber to provide a suggestion or suggestions involving the medication to lower cost.
- f. **Medication Care and Vendor Coordination.** Rescrybe will provide member advocacy services to assist members to gain access to prescribed medications. These programs may include, but are not limited to, vendor and pharmacy coordination, and Patient Assistance Programs. Rescrybe will provide it's best effort to ensure the member does not experience a gap in medication supply and to minimize any delays in the member acquiring their medication.
- g. **Medical Benefit Drug Services.** Rescrybe will monitor all medical claims for provider administered medications sent by the Third Party Administrator (TPA). All specialty drugs billed through the medical benefit will be redirected to Rescrybe by the TPA for prior authorization, Patient Assistance Programs, and site of care optimization.
- h. **Savings Reports.** Rescrybe will analyze the claims data received from the Company or it's delegate for savings achieved to date. An itemized savings report will be provided to the Company once per calendar quarter.
- i. Any additional terms and conditions to which the parties may agree.

1.3 The services will be provided to the Company for members on high-cost medications. The determination of which medications and members qualify for the services is at Rescrybe's discretion unless explicitly designated by the Company.

Obligations

2.1 The Company commits to the following:

- a. **Payments.** The company agrees to make timely payments of all Rescrybe services provided, outlined above, for any invoices sent to a Third Party Administrators or direct to the Company.
- b. **Other Support.** The Company will provide other support services as both the company and Rescrybe subsequently agree.

2.2 The parties contemplate that it may be desirable to make changes to the Service Agreement. Before performing any work associated with any such change, a written change order shall set forth the necessary revisions to the Service Agreement, and the parties, shall agree in writing that such work constitutes a change from the original Service Agreement, as amended, and that they further agree to the change provisions set forth in the change order. Each change order shall be numbered serially and executed by Rescrybe and the Company.

2.3 Executive staff of Rescrybe and the Company will review the status of the services, statements, invoices and estimates as may be required. A written status report will be produced regarding the review. Rescrybe and the Company agree to execute and maintain copies of these status reports.

Services and Fees and Expenses

3.1 Patient Assistance Programs. Rescrybe is to invoice 10% of the Estimated Original Medication Cost for all successful Patient Assistance Program applications, up to a maximum invoice amount of \$20,000 per unique member in a rolling 12 months period. Invoices for Patient Assistance Programs will be sent after the member has received their medication. This includes any medication in either the pharmacy or medical benefits.

Patient Assistance Program Fee = Estimated Original Medication Cost * 10%

Estimated Original Medication Cost = Wholesale Acquisition Cost * number of units of medication received

3.2 Personal Importation Program. Any medication obtained through the Personal Importation Program will be invoiced to the plan. Invoices will be sent after medication has been shipped from the international pharmacy. This price will include the cost of the medication, shipping, any necessary shipping containers, and Rescrybe coordination fee.

3.3 Site of Care Optimization.

Rescrybe is to invoice 10% of the Achieved Savings through Site of Care through the medical benefit (otherwise known as J-Code drugs) that is not covered by the above outlined fees.

Site of Care Achieved Savings = Original Site Allowed Amount per Unit – New Site Allowed Amount per Unit * number of units of medication billed

3.4 Medical Benefit Drug Monitoring. Rescrybe is to invoice 10% of the Achieved Savings through claim monitoring on the medical benefit (otherwise known as J-Code drugs) that is not covered by the above outlined fees. Achieved Savings is equal to the Cost after Intervention minus Estimated Cost without Intervention. This includes any savings that are retrospective or prospective.

Achieved Savings = Cost after Intervention – Estimated Cost without Intervention

Example:

J1745 Remicade is billed at 300 units at \$15,000, however, the amount given was only 30 units representing a billing error. After rebilling, the claim is appropriately billed at \$1,500. The Achieved Savings would be \$15,000 - \$1,500 = \$13,500.

3.5 The Company shall be responsible for all service fees as identified in the Service Agreement (and change orders, as applicable) as those services are provided.

Term and Termination

4.1 This agreement shall commence as of the agreement date above and shall remain in force on an ongoing basis, or until written notice is provided to Rescrybe to terminate.

4.2 In the event of termination, Rescrybe is entitled to payment for any service already performed or in process. This may include (but not limited to) the following:

- a. Personal Importation Program orders currently being processed or shipped when notice of termination is received
- b. Patient Assistance Program, Site of Care Optimization, and Medical Benefit Drug Monitoring fees will continue for the next medication fill after notice of termination is received.

Proprietary Rights: Confidential information

5.1 Rescrybe agrees that the work products from the services provided to the Company shall be for internal use only, and not to be shared with third parties without express written consent of Rescrybe. Nothing contained in this section 5.1 shall be construed as prohibiting Rescrybe from utilizing in any manner, knowledge and experience of a general nature acquired in the performance of services for the Company.

5.2 Confidential information includes all information identified by a disclosing party as proprietary and confidential, which confidential information shall remain the sole property of the disclosing party unless the ownership of such confidential information is otherwise expressly set forth in the agreement. Items will not be considered confidential information if: (a) available to public other than by a breach of an agreement by the recipient; (b) rightfully received from a third party not in breach of any obligation of any confidentiality; (c) independently developed by one party without access to the confidential information of the other; or (d) rightly known to the recipient at the time of disclosure as verified by its written records.

5.3 Each party agrees that it shall not use for any purpose or disclose to any third party any confidential information of the other party, including the Rescrybe Savings Assessment, without the express written consent of the other party. Each party agrees to safeguard the confidential information of the other party against use or disclosure other than as authorized by or pursuant to this agreement through measures, and exercising a degree of care, which are at least as protective as those, Rescrybe or the Company, as the case may be, exercises in safeguarding the confidentiality of its own proprietary information, but no less than a reasonable degree of care under the circumstances. Each party shall permit access to the confidential information of the other party only to those individuals (a) who have entered into a written nondisclosure agreement with the other party on terms equally as restrictive as those set forth herein, and (b) who require access in performance of their duties to the other party in connection with the other party's rights under this agreement.

5.4 The Company gives express consent to Rescrybe to use only non-identifiable data, savings or other analysis results in marketing materials to promote Rescrybe services. Rescrybe agrees to protect confidential information in marketing materials, and adhere to privacy and confidentiality safeguards. This language replaces any language about non-identifiable data in other agreements.

5.5 Each party acknowledges that the wrongful use or disclosure of confidential information of the other party may result in irreparable harm for which there will be no adequate remedy at law. In the event of a breach by the other party or any of its officers, employees or agents of its or their obligations under this Section 5, the non-breaching party may immediately terminate this agreement without liability to the other party, and may bring an appropriate legal action to enjoin such breach, and shall be entitled to recover from the breaching party reasonable legal fees and cost in addition to other appropriate relief.

Representations & Warranties

6.1 Each party represents and warrants to the other party that:

(a) it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering;

(b) it has the full right, power and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder;

(c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the party; and

(d) when executed and delivered by such party, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

6.2 Rescrybe warrants that the services to be provided under this agreement shall be performed in a professional manner conforming to generally accepted industry standards and practices. The Company agrees that Rescrybe's sole and exclusive obligation with respect to the services covered by this limited warranty shall be, at Rescrybe's sole discretion, to correct the nonconformity or to refund the service fees paid for the affected executive consulting services. Rescrybe warrants that it is in compliance with, and shall perform the Services compliance with, all applicable Laws.

General Provisions

7.1 The relationship of the Company and Rescrybe is that of independent contractors. Personnel of both parties are neither agents nor employees of the other party for federal tax purposes or any other purpose whatsoever, and are not entitled to any employee benefits of the other party.

7.2 No delay, failure or default in performance of any obligation by either party, excepting all obligations to make payments hereunder, shall constitute a breach of this agreement to the extent caused by force majeure.

7.3 Any assignment in violation of these terms is void.

7.4 Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be conclusively resolved through binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Each party shall bear its own costs and attorney fees, unless the arbitration award specifically provides otherwise.

7.5 All communications between the parties with respect to any of the provisions of this agreement shall be in writing, and shall be sent by personal delivery, airmail or e-mail to the Company or to Rescrybe, until such time as either party provided the other not less than ten (10) days prior written notice of a change of address in accordance with these provisions.

7.6 Any modification or amendment of any provision of this agreement must be in writing and bear the signature of the duly authorized representatives of both parties. The failure of any party to enforce any right it is granted herein, or to require the performance by the other party hereto of any provision of this agreement, or the waiver by any party of any breach of this agreement, shall not prevent a subsequent exercise or enforcement of such provisions or be deemed a waiver of any subsequent breach of this agreement. All provisions of this agreement which by their own terms take effect upon the termination of this agreement or by their nature survive termination (including without limitation the provisions of Sections 3, 5, 6, 7) shall survive such termination.

7.7 This agreement, all attached schedules and all other agreements referred to herein or to be delivered by the parties pursuant hereto, represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and merges all prior discussions between them and supersedes and replaces any and every other agreement or understanding which may have existed between the parties to the extent that any such agreement or understanding relates to providing services to the Company. The Company hereby acknowledges that it has not reasonable relied on any other representation or statement that is not contained in this agreement or made by a person or entity other than Rescrybe. To the extent, if any, that the terms and conditions of the Company's orders or other correspondence are inconsistent with this agreement, this agreement shall control.

7.8 This agreement is voluntarily entered into and is at-will. That is, either party is free to terminate the service agreement at will, at any time, with or without cause. Nothing contained in any company documents shall in any way modify this at-will policy, and the at-will policy cannot be modified in any way by oral or written representation made by anyone employed by the Company. All outstanding or to-be-sent invoices will continue to be outstanding until settled.

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

Signature

Name: Tyler Mamiya
Company Name: Prescriptive Innovations, LLC (dba Rescrybe, LLC)
Title: CEO
Date:



Signature

Name: Jonah Adams
Company Name: Ripon Area School District
Title: Business Manager
Date: 11/11/2024