

**EXHIBIT A****CLIENT AGREEMENT**

**Client Name:** City of Jackson, Missouri  
**Client Tax ID Number:** 43-601808  
**Collective Name:** Valued Pharmacy Services  
**Broker Name:** Swingford and Associates, Inc.  
**Effective Date:** 01/01/2024  
**Initial Term of Client Agreement:** 24 Months  
**Additional Commission (if any):** ☐ Yes \$ \_\_\_\_\_ ☒ No

Contact Information:		Client Information	Consultant Information	Broker Information
Contact Person: (Name & Title)		Dwain Hahs, Mayor	Lisa Youngblood, COO	Todd Obergonner
Company Name:		City of Jackson, Missouri	Valued Pharmacy Services	Swingford and Associates, Inc.
Street Address:		101 Court Street	16090 Swingley Ridge Road Suite 450	2525 E Jackson Blvd
City/State/Zip Code:		Jackson, MO	Chesterfield, MO 63017	Jackson, MO 63755
Phone Number:		573-243-3568	636-779-5515	573-243-3568

**Payor:** Client will be responsible for payments to ESI under the Prescription Drug Program

**Do you want Member names to appear on Billing Statement?** ☐ Yes ☒ No

ESI and Collective have entered into that certain Prescription Drug Program Agreement ("PBM Agreement"), which sets forth certain terms and conditions associated with ESI's, either directly or through its subsidiaries or affiliates, provision of pharmacy benefit management services (which, under this Client Agreement shall be exclusive for all of Client's self-funded welfare benefit plans that offer a prescription benefit, including, but not limited to, pharmacy network contracting; pharmacy claims processing; mail and specialty drug pharmacy; cost containment, clinical, safety, adherence and other like programs; and formulary administration ("PBM Services"). The PBM Agreement is incorporated herein for all purposes. To the extent not defined herein, capitalized terms shall have the meaning ascribed to them in the PBM Agreement.

"Client", for purposes of this Client Agreement, shall mean the entity listed above on the "Client Name" line of this Client Agreement.

1. **Plan Design; Commencement of Services.** Client agrees that the PBM Services should be provided in accordance with the PBM Agreement, this Client Agreement, and the specific benefit design reflected on the ESI Set-Up Forms adopted by Client (if ESI assists Client with completion of the Set-Up Forms, it will send Client the completed Set-Up Forms for review and Client agrees that such documentation will constitute the governing Set-Up Forms for Client unless Client notifies ESI in writing within thirty days of receipt of the completed documentation of any discrepancies therein, in which case the parties shall work together in an expeditious manner to correct such discrepancies and issue a revised Set-Up Forms). If Client already has on file with ESI any Set-Up Forms or similar set-up documentation as of the date Client executes this Client Agreement, Client adopts and directs ESI to use such Set-Up Forms until ESI is otherwise directed in writing by Client.

2. **Eligibility of Members.** Client shall provide ESI with an initial Eligibility File under a mutually agreeable time frame prior to the effective date of Client's Prescription Drug Program, and updates thereto shall be provided to ESI on a mutually determined basis. All Eligibility Files shall be submitted on-line, or on tape or disk in a format that is acceptable to ESI. Eligibility performed manually by ESI for Collective or Client, or material changes to the Eligibility File processes requested by Collective or Client during the term may be subject to additional charges as set forth in Exhibit B of the PBM Agreement. Client will be responsible for all Prescription Drug Claims during the period of the Member's eligibility as indicated on the Eligibility File including for retroactively termed Members, except in the event of ESI's negligence.

3. **Pharmacy Network.**

(a) **Participating Pharmacies.** Members may obtain prescriptions for Covered Drugs through the Participating Pharmacy network selected by Client. ESI shall direct Participating Pharmacies to charge and collect the applicable Copayment from Members for each Covered Drug dispensed; provided, a Member's Copayment charged for a Covered Drug will be the lesser of the applicable Copayment, AWP discount or U&C. ESI will maintain a network(s) of Participating Pharmacies as identified in Exhibit B, and will make available an updated list of Participating Pharmacies on-line. ESI maintains multiple networks and subnetworks, and periodically consolidates networks or migrates clients to

other networks and subnetworks. If, due to an access concern, Collective or Client requests that ESI attempt to add a particular retail pharmacy to the network of Participating Pharmacies serving Client and its Members hereunder, ESI will make commercially reasonable efforts to add any such pharmacy to the Participating Pharmacy network for Collective or Client, provided that such pharmacy meets ESI's network participation requirements and agrees to ESI's standard terms and conditions. If any such Participating Pharmacy meets ESI's network participation requirements and agrees to ESI's standard terms and conditions except for ESI's standard network rates (i.e., the particular pharmacy will only agree to higher than standard reimbursement rates), and Collective or Client nevertheless requests that ESI add such pharmacy, the rate charged to Payor for Prescription Drug Claims processed through such pharmacy (assuming ESI agrees to contract with such pharmacy) will be the net ingredient cost plus the dispensing fee paid by ESI to such Participating Pharmacy (plus applicable sales or excise tax or other governmental surcharge, if any). All such Prescription Drug Claims will be excluded from the pricing guarantees set forth in Exhibit B.

(i) ESI will require each Participating Pharmacy to meet ESI's network participation requirements, including but not limited to licensure, insurance and provider agreement requirements. ESI also provides a standard suite of pharmacy audit services to determine Participating Pharmacies' compliance with their provider agreement billing requirements. ESI will attempt recovery of identified overpayments through offset, demand or other reasonable means; provided that ESI will not be required to institute litigation. Recovered overpayments are credited to Client. Copies of participation requirements and auditing processes are available upon request.

(ii) ESI does not direct or exercise any control over the Participating Pharmacies or the professional judgment exercised by any pharmacist in dispensing prescriptions or otherwise providing pharmaceutical related services at a Participating Pharmacy. ESI shall have no liability to Collective or Client, any Member or any other person or entity for any act or omission of any Participating Pharmacy or its agents or employees.

(b) **Mail Service Pharmacy.** Members may have prescriptions filled through the Mail Service Pharmacy. Subject to applicable law, ESI may communicate with Members regarding benefit design, cost savings, availability and use of the Mail Service Pharmacy, as well as provide supporting services. ESI may suspend Mail

Service Pharmacy services to a Member who is in default of any Copayment amount due ESI. Client will be responsible for any unpaid Member Copayment amounts if payment has not been received from the Member within one hundred twenty (120) days following dispensing. Client will be billed following the one hundred twenty (120) day collection period, with payment due in accordance with the payment terms set forth in Section 8 of this Agreement.

(c) Specialty Products and ASES. Members may have prescriptions filled through ESI Specialty Pharmacy. Subject to applicable law, ESI and ESI Specialty Pharmacy may communicate with Members and physicians to advise Members filling Specialty Products at Participating Pharmacies of the availability of filling prescriptions through ESI Specialty Pharmacy. Specialty Products will be excluded from any price guarantees set forth in the PBM Agreement. In no event will the Mail Service Pharmacy or Participating Pharmacy pricing specified in the PBM Agreement apply to Specialty Products.

(i) ESI will notify Client no more frequently than monthly of new Specialty Products that are introduced to the market on or after the Effective Date of this Agreement with their applicable reimbursement rates ("Notice"). The parties agree as follows:

(A) If Client has expressly excluded a specific therapy class or product on a Set-Up Form, Specialty Products in such excluded classes will automatically be deemed excluded from coverage and will reject as "NDC Not Covered" through Participating Pharmacies, Mail Service Pharmacy and ESI Specialty Pharmacy; otherwise, subject to (B) below, all other Specialty Products will be implemented as Covered Drugs at the rate specified in the applicable Specialty Product list or Notice. If Client desires to cover otherwise excluded Specialty Products, Client must notify ESI in writing that it desires to cover the Specialty Product before ESI will adjudicate as a Covered Drug, and if ESI receives such confirmation of coverage from Client such Specialty Product will be loaded thereafter as a Covered Drug at the applicable reimbursement rate set forth in the Notice.

(B) Client must notify ESI in writing if it wants to exclude the Specialty Product from coverage. The exclusion will be implemented within seven (7) business days after the date of ESI's receipt of such notification. There will not be any retroactive denials for Prescription Drug Claims processed prior to ESI's receipt of the rejection notice and implementation of the exclusion as provided above and Client will be responsible for the payment of such Prescription Drug Claims processed prior to the rejection of coverage.

(ii) For Specialty Products filled through ESI Specialty Pharmacy only, Members may receive the following services from ESI Specialty Pharmacy, depending on the particular therapy class or disease state: ASES; patient intake services; pharmacy dispensing services and/or social services (patient advocacy, hardship reimbursement support, and indigent and patient assistance programs).

(iii) Subject to Client's prior authorization requirements, if applicable, at the rates set forth in Exhibit B, ESI will provide or coordinate ASES for Members through ESI Specialty Pharmacy or through other specialty pharmacies or other independent third party providers of ASES when ASES is required. If ESI or ESI Specialty Pharmacy engages a third party provider of ASES, ESI or ESI Specialty Pharmacy shall contractually obligate such third party provider of ASES to comply with all applicable laws, including, without limitation, all applicable laws relating to professional licensure. ESI does not direct or exercise any control over any third party provider of ASES in administering Specialty Products or otherwise providing ASES.

(iv) Ancillary supplies, equipment, and services provided or coordinated in connection with the dispensing of Specialty Products at Participating Pharmacies (for example, limited distribution products not then available through ESI Specialty Pharmacy or overrides) will be billed to Payor at the cost charged to ESI for such ancillary supplies, equipment, and services provided or coordinated, unless such ancillary supplies, equipment, and services provided or coordinated are included in the ingredient cost of the Specialty Product.

#### 4. Claims Processing.

##### (a) Claims Processing.

(i) ESI will perform claims processing services for Covered Drugs dispensed by Participating Pharmacies, Mail Service and ESI Specialty Pharmacy.

(ii) In connection with each prescription submitted for processing on-line by a Participating Pharmacy, ESI will perform standard drug utilization review ("DUR") in order to assist the dispensing pharmacist and prescribing physician in identifying potential drug interactions, incorrect prescriptions or dosages, and certain other circumstances that may be indicative of inappropriate prescription drug usage. ESI's DUR processes are not intended to substitute for the professional judgment of the prescriber, the dispensing pharmacist or any other health care professional providing services to the Member.

(iii) If elected by Client, ESI will process Member Submitted Claims in accordance with the rules in the Set-Up Forms and ESI's standard procedures.

(iv) If authorized by Client on the Set-Up Forms, ESI will process Subrogation Claims in accordance with applicable federal and state laws, in which case Payor will pay such Subrogation Claims in accordance with Article V of the PBM Agreement, Section 8 of this Client Agreement and Exhibit B. If Client does not authorize ESI to process Subrogation Claims, ESI will reject the claim and refer claimants to Client regarding such claims, in accordance with applicable federal and state laws. ESI is not legally responsible to pay Subrogation Claims to the extent Payor is not timely paying ESI with respect to such Subrogation Claims.

(v) Collective, Client or its third party designee (as applicable) will have the final responsibility for all decisions with respect to coverage of a Prescription Drug Claim and the benefits allowable under the Plan, including determining whether any rejected or disputed claim will be allowed.

(b) Prior Authorization. For the fees set forth in the Clinical Addendum described in Exhibit B of the PBM Agreement (if applicable), ESI shall provide prior authorization ("PA") services as specified by Client on the Set-Up Form. PA drugs must meet Client-approved guidelines ("Guidelines") before they are deemed to be Covered Drugs. Unless Client otherwise directs, Client hereby authorizes coverage for an otherwise excluded use in the event of co-morbidities, complications and other factors not otherwise expressly set forth in the Guidelines. In determining whether to authorize coverage of such drug under the PA Program, ESI shall apply only the Guidelines and may rely entirely upon information about the Member and the diagnosis of the Member's condition provided to it from sources deemed reliable to ESI. If prior authorization for a medication is not immediately available, a 72-hour emergency supply may be dispensed when the pharmacist on duty recommends it as clinically appropriate and when the medication is needed without delay. ESI shall not undertake to determine medical necessity, to make diagnoses or substitute ESI's judgment for the professional judgment and responsibility of the prescriber.

(c) Claims for Benefits. ESI will process initial "claims for benefits" for Member Submitted Claims and PA requests consistent with the ERISA claims rules set forth in 29 CFR Part 2560 (or applicable state law if a non-ERISA plan) ("Claims Rules"). ESI may elect to have ESI perform appeals services in connection with denied "claims for benefits" for the fees set forth in Exhibit B, or facilitate such services through Client or a third party of Client's choice. If Client elects to conduct its own appeals or facilitate through a third party of Client's choice, ESI will route Member appeals to Client or other Client designated entity. If Client elects to have ESI perform appeals services, Client agrees that ESI may perform such services through the UM Company. Through its contract with ESI, the UM Company has agreed to be, and will serve as, the named fiduciary for its performance of such appeals. ESI also agrees to accept fiduciary status solely with respect to its performance of any appeal.

(d) UM Company. In the event ESI performs appeals services, or facilitates the performance of appeals services through the UM Company, ESI or the UM Company, as applicable, will be responsible for conducting the appeal on behalf of Client in accordance with the Claims Rules. ESI represents to Client that UM Company has contractually agreed that: (A) UM Company will conduct appeals in accordance with the Claims Rules and Client's plan, (B) Client is a third party beneficiary of UM Company's agreement with ESI (a copy of which is available upon request) and the remedies set forth therein, and (C) UM Company will indemnify Client for third party claims caused by the UM Company's negligence or willful misconduct in providing the appeal services.

##### (e) External Review Services.

(i) ESI will not conduct any external review services (as defined in the Patient Protection and Affordable Care Act of 2010 and its implementing regulations ("PPACA")); provided, however, Client may elect to have UM Company facilitate the provision of external review services through UM Company contracted IROs (as such term is defined in PPACA), for the fees set forth on Exhibit B below (if applicable). Client must execute a standard ESI "External Appeals Services" Set-Up Form, which may be requested through ESI Account Management, in order to receive such services from UM Company.

(ii) In the event that Client elects to utilize UM Company to facilitate the provision of external review services through UM Company contracted

IROs, UM Company will be responsible for facilitating all such appeals (and the IROs will be responsible for providing all such appeals) in accordance with PPACA and all other applicable federal and state laws, and Client hereby acknowledges and agrees that:

(iii) UM Company (with respect to facilitating the external reviews) and the IROs (with respect to performing the external reviews), and not ESI, will be providing external review services; UM Company is an independent contractor of ESI; the IROs are independent contractors of UM Company and not ESI; and ESI does not in any way control or direct either UM Company or the IROs with respect to facilitation or performance of external review services provided by each respectively.

(iv) ESI represents to Client that UM Company has contractually agreed that: (A) UM Company will facilitate all external review services in accordance with PPACA and all other applicable federal and state laws; (B) UM Company will contractually require its contracted IROs to perform all external reviews in accordance with PPACA and all other applicable federal and state laws; (C) to the extent not prohibited by law, UM Company will indemnify, defend and hold Client harmless from and against any and all losses, damages, injuries, causes of action, claims, demands and expenses (including reasonable attorney's fees, costs and expenses), arising out of, resulting from, or related to any act, omission or default by the IROs in their performance of the external reviews; and (D) Client has third party beneficiary rights to enforce the preceding indemnification and hold harmless provision.

5. Formulary Adherence and Clinical Programs. ESI may provide clinical, safety, adherence and other like programs as appropriate. The Clinical Addendum described in Exhibit B-2 sets forth certain available adherence, clinical, safety and/or trend programs that require additional fees hereunder. ESI will not implement any program for which Collective or Client may incur an additional fee without Collective's or Client's prior written approval and election of such program.

6. Rebates. Client acknowledges and agrees that ESI will pay Collective amounts for Rebates in the manner set forth in the PBM Agreement. Collective shall pay amounts for Rebates, if any, to Client, as set forth in the arrangement as between Collective and Client. ESI shall have no liability or responsibility for the payment of amounts for Rebates to Client, and Client and Collective agree to hold ESI harmless with respect to any dispute as between Client and Collective related to payment of amounts for Rebates.

7. Medicare (QRDP) Services. If Client establishes a qualified retiree prescription drug plan ("QRDP") under Medicare for the purpose of applying for subsidy payments as defined under 42 CFR §423.886 it may request ESI to provide the supporting services to such QRDP under the terms and conditions of such services by executing ESI's standard subsidy election form and agreeing to the fees set forth in Exhibit B of the PBM Agreement.

#### 8. Billing and Payments.

(a) Payor shall be responsible to ESI for timely payment of all Fees under one of the payment methods below specified. ESI will bill Payor weekly for all applicable claims reimbursement amounts ("Claims Reimbursements") and other administrative fees ("Administrative Fees") pursuant to the terms specified in the Agreement relating to the program selected by Client (as communicated to ESI by Client or Collective) ("Claims Reimbursements," "Administrative Fees" and any other charge or fee that is the responsibility of Payor as may be described elsewhere in the Agreement or this Client Agreement are hereinafter referred to collectively as "Fees"). ESI may use any excess achieved in any guarantee offered pursuant to this Agreement to make up for, and offset, a shortfall in any other guarantee set forth in the Agreement.

(b) Payor shall pay all Fees within the following time period, depending on the form of payment:

- ☐ Payor wire transfer to a bank account designated by ESI within 5 business days of receipt of ESI's bill.
- ☐ Payor ACH transfer based on its written authorization, initiated by ESI within 5 business days of receipt of ESI's bill.

(c) Any Fees not paid by Payor on the due date set forth above shall bear interest at the rate of 1.5% per month or, if lower, the highest interest rate permitted by law, and the Payor shall be liable for payment of the interest to ESI. The Payor shall promptly reimburse ESI for all collection costs and expenses incurred by ESI, including but not limited to attorneys' fees, in connection with attempting to recover overdue Fee payments.

(d) In the event Payor is delinquent in payment of Fees for two consecutive billing cycles, or ESI has reasonable grounds (as determined in good faith) for insecurity as to the ability of Client (or Collective, if Collective is designated as Payor), to meet its financial commitments hereunder, ESI shall have the option to require that Payor (if Collective is Payor but does not provide the deposit, then Client) provide ESI with a deposit in an amount equal to the average monthly invoice amount for the previous three (3) months, or if there is less than three (3) months billing history, then such deposit shall be based on the average monthly invoice of the actual billing history. ESI shall retain the deposit until the earlier of: (i) termination of the Client Agreement (following any run-off period), or (ii) six consecutive months of timely payments of all Fees following submission of the deposit, and may apply the deposit to unpaid balances of Fees until return of the deposit. Upon 48 hours written notice to Client and Collective, ESI (and its wholly owned subsidiaries) shall be entitled to immediately suspend performance under this Client Agreement if Payor fails to pay ESI in accordance with the terms of this Client Agreement or fails to promptly provide a deposit required by this Section (or such deposit becomes insufficient to cover delinquent Fees and the responsible party does not promptly replenish such deposit upon notice).

(e) Client shall be responsible for and Payer shall pay ESI in accordance with this Agreement for all claims for Covered Drugs dispensed and services provided to Clients and Members on or before the effective date of termination ("Termination Date"). Claims submitted by Participating Pharmacies or Member Submitted Claims filed with ESI after the Termination Date shall be processed and adjudicated in accordance with a mutually determined run-off plan. Upon termination of this Agreement, ESI agrees to remit to Collective after the Termination Date all outstanding Rebate amounts earned and collected as a result of prescriptions utilized by Members on or before the Termination Date. Rebates will be paid to Collective under the regularly established payment process outlined in Exhibit B of the PBM Agreement. Notwithstanding the preceding, ESI may (i) delay payment of any final Rebates due Collective or other amounts due Client, if any, to allow for final reconciliation of any outstanding amounts owed by Collective or Client to ESI, or (ii) request that Client pay a reasonable deposit in the event ESI is requested to process after the Termination Date claims incurred on or prior to such date. Upon request of Client, ESI shall provide at no cost open refill files and standard claims data for transition to the successor pharmacy vendor in accordance with current industry protocol. Notwithstanding anything in this Agreement to the contrary, ESI shall not be obligated to provide post-transition services following the transition to the successor pharmacy benefit manager and conclusion of the run-off period, including, but not limited to, the provision of continued data reporting, reporting, consultation, or analysis.

(f) In the event the PBM Agreement terminates prior to this Client Agreement, and Collective is selected as Payor hereunder, Client shall become Payor with respect to all Prescription Drug Claims. Notwithstanding anything to the contrary herein, in the event Payor is Collective and Collective defaults on any payment obligation, Client shall be responsible for immediate payment of all such outstanding amounts due.

9. Use of Records; HIPAA and Terms. Subject to applicable law, ESI may communicate with Members regarding benefit design cost savings, availability, use of the Mail Service and ESI Specialty Pharmacies, and related items as necessary to conduct applicable clinical and/or trend programs. ESI or its affiliates may use and disclose both during and after the term of this Agreement the anonymized claims data (de-identified in accordance with HIPAA) including drug and related medical data collected by ESI or provided to ESI by Client or Collective for research; provider profiling; benchmarking, drug trend, and cost and other internal analyses and comparisons; clinical, safety and/or trend programs; ASES; or other business purposes of ESI or its affiliates, in all cases subject to applicable law. The parties agree to comply with the Business Associate Agreement attached hereto as Attachment A-2. Notwithstanding the foregoing, the parties acknowledge that in providing services to Members, ESI Specialty Pharmacy and the Mail Service Pharmacy are acting as separate health care provider covered entities under HIPAA and not as business associates to the Plan covered by the Business Associate Agreement. In providing services, ESI Specialty Pharmacy and the Mail Services Pharmacy shall abide by all HIPAA requirements applicable to covered entities and shall safeguard, use and disclose Member PHI accordingly.

10. Client Audits. Provided that this Client Agreement has been duly executed by Client and Payor is current in the payment of invoices under this Client Agreement, Client may, upon no less than thirty (30) days prior written request, audit ESI's provision of services hereunder, the scope of which shall be to verify regulatory compliance and/or compliance with the financial terms of this Client Agreement, on an annual basis consistent with the Audit Protocol set forth in Exhibit C of the PBM Agreement. Client may use an independent third party auditor ("Auditor"), so long as

such Auditor is not engaged in providing services for Client or otherwise that conflict with the scope or independent nature of the audit (as determined by ESI acting reasonably and in good faith), and provided that Client's Auditor executes a mutually acceptable confidentiality agreement. Any request by Client to permit an Auditor to perform an audit will constitute Client's direction and authorization to ESI to disclose PHI to the Auditor. If Collective has audited the prescription drug program on behalf of its clients, Client may not audit ESI for the same time frame or claims.

11. Compliance with Law; Change in Law.

(a) Each party shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits. Payor shall be responsible for any governmental or regulatory charges and taxes imposed upon or related to the services provided under the PBM Agreement or this Client Agreement. If there is a new or change in federal, state or local law, court decisions, or regulations or the interpretation thereof, or any government, judicial or legal action that, among other things, materially burdens ESI, requires ESI to increase payments or shorten payment times for Covered Drugs to Participating Pharmacies, or materially changes the scope of services hereunder (a "Change in Law"), then there shall be an appropriate modification of the services, reimbursement rates, Administrative Fees and/or Rebates hereunder. If the parties cannot agree on an adjusted fee, then either party may terminate this Client Agreement upon thirty (30) days prior written notice to the non-terminating party.

(b) Client shall be responsible for disclosing, or shall direct Collective to disclose, to Members any and all information relating to the Prescription Drug Program to the extent required by law. It shall be Client's obligation to communicate the terms of the Prescription Drug Program to Members and to provide Members with any documents required under ERISA (e.g., SPD) or other applicable law. **Client agrees that, except for the limited purpose set forth in Section 4, ESI is not a fiduciary and Client will not name ESI or any of ESI's wholly-owned subsidiaries or affiliates as a fiduciary (as defined under ERISA or state law) of its plan. Client agrees that neither ESI nor any of ESI's wholly-owned subsidiaries or affiliates have any power to make any decisions as to plan policy, interpretations, practices or procedures, but rather provides administrative services within a framework of policies, guidelines, rules, practices and procedures chosen by Client or Collective. Neither ESI nor any of ESI's wholly-owned subsidiaries or affiliates have discretionary authority or control respecting management of Client's plan except as set forth in Section 4 and do not exercise any authority or control respecting the management or disposition of the assets of Client's plan, if any exist.**

12. COMMISSIONS. AS AUTHORIZED BY CLIENT FOR SERVICES RENDERED TO CLIENT BY COLLECTIVE, ESI WILL FACILITATE THE PAYMENT TO COLLECTIVE AS DESCRIBED IN THE PBM AGREEMENT AND ANY ADDITIONAL COMMISSION PAYMENT THAT MAY BE REFERENCED IN THIS CLIENT AGREEMENT.

(a) Client further represents that the commissions represent fair and reasonable compensation for actual services rendered or to be rendered to Client. Commissions shall be paid from ESI's general assets and client agrees that commissions do not constitute "plan assets" of the Client. If the commission amount changes following an amendment of the PBM Agreement, Collective and Client agree that Collective shall notify Client of such change in writing without the need to amend this Client agreement, and that unless client objects to the change, ESI may rely on Collective's confirmation of notice as Client approval. Commissions for any QR-PDP (Part D subsidy) Prescription Drug Claims shall be a PMPM amount. To the extent additional commission information necessary for Client to satisfy its duties under ERISA or other applicable law cannot be obtained by client from Collective, ESI will provide such information to Client upon written request.

(b) ESI will provide Plan Sponsor up to \$4 per member per year implemented as of the Effective Date to reimburse Plan Sponsor for the actual, fair market value of: (i) expense items and services related to transitioning, administering, and implementing the pharmacy benefit initially and throughout the term, such as, custom ID Cards, IT programming, custom formulary letters, member communications, and benefit set-up quality assurance; and/or (ii) mutually agreed upon expense items and services related to implementation of additional clinical or other similar

programs provided by ESI throughout the Term; in either case subject to submission of adequate documentation to support reimbursement within 180 days of incurring the applicable expense. Both Plan Sponsor and ESI (upon agreement from Plan Sponsor) may use the PMF to cover the fair market value of expenses for projects requiring joint resources. All reimbursement under the PMF is subject to ESI's standard PMF business practices for all clients. With the exception of clinical program fees, for those expenses directly incurred by Sponsor, Sponsor or Valued Pharmacy Services of the Midwest, LLC dba Rx Solutions shall provide ESI with documentation of such expenses actually incurred in the form of an invoice, an account statement, or other detailed documentation and with Sponsor's written approval, ESI will pay Valued Pharmacy Services of the Midwest, LLC dba Rx Solutions directly for the amounts reimbursable under the PMF. Clinical program fees will be automatically deducted from Plan Sponsor's PMF. Plan Sponsor may opt out of this automatic deduction via formal written notice.

(i) ESI will provide Valued Pharmacy Services of the Midwest, LLC dba Rx Solutions up to \$2 per member per year implemented as of the Effective Date to reimburse Valued Pharmacy Services of the Midwest, LLC dba Rx Solutions for the actual, fair market value of: (i) expense items and services related to transitioning, administering, and implementing the pharmacy benefit initially and throughout the term, such as, custom ID Cards, IT programming, custom formulary letters, member communications, and benefit set-up quality assurance; and/or (ii) mutually agreed upon expense items and services related to implementation of additional clinical or other similar programs provided by ESI throughout the Term; in either case subject to submission of adequate documentation to support reimbursement within 180 days of incurring the applicable expense. Both Valued Pharmacy Services of the Midwest, LLC dba Rx Solutions and ESI (upon agreement from Valued Pharmacy Services of the Midwest, LLC dba Rx Solutions) may use the PMF to cover the fair market value of expenses for projects requiring joint resources. All reimbursement under the PMF is subject to ESI's standard PMF business practices for all clients. With the exception of clinical program fees, for those expenses directly incurred by Sponsor, Sponsor or Valued Pharmacy Services of the Midwest, LLC dba Rx Solutions shall provide ESI with documentation of such expenses actually incurred in the form of an invoice, an account statement, or other detailed documentation and with Sponsor's written approval, ESI will pay Valued Pharmacy Services of the Midwest, LLC dba Rx Solutions directly for the amounts reimbursable under the PMF.

(ii) Plan Sponsor and Valued Pharmacy Services of the Midwest, LLC dba Rx Solutions represents and warrants that: (i) it will only request reimbursement under the PMF for its actual expenses incurred in transitioning, administering, and implementing the pharmacy benefit managed by ESI hereunder, and/or the additional clinical or other similar program provided by ESI throughout the Term; (ii) that the applicable service, item or program was actually performed or provided; (iii) the amount of the reimbursement is equal to or less than the reasonable fair market value of the actual expenses incurred by Plan Sponsor and Valued Pharmacy Services of the Midwest, LLC dba Rx Solutions; (iv) it will notify and disclose the amount and the terms of any PMF reimbursements to Members and other third parties to the extent required by applicable laws and regulations. In addition, if the Plan Sponsor and Valued Pharmacy Services of the Midwest, LLC dba Rx Solutions and the Plan are subject to ERISA, Plan Sponsor and Valued Pharmacy Services of the Midwest, LLC dba Rx Solutions represents and warrants that it will only request reimbursement under the PMF for items or services for which Plan Sponsor and Valued Pharmacy Services of the Midwest, LLC dba Rx Solutions, in the absence of the PMF, would be allowed reimbursement from the Plan (i.e., not "settlor functions").

(iii) Plan Sponsor and Valued Pharmacy Services of the Midwest, LLC dba Rx Solutions shall comply with all applicable federal and state requirements, including, but not limited to, all applicable federal and state reporting requirements with respect to any expense, item or service reimbursed under this section.

ESI reserves the right to periodically audit the books and records of Plan Sponsor and Valued Pharmacy Services of the Midwest, LLC dba Rx Solutions on-site, during normal business hours and after giving reasonable advance notice, for the purposes of verifying Plan Sponsor and Valued Pharmacy Services of the Midwest, LLC dba Rx Solutions' compliance with the PMF requirements set forth in this Agreement.

(IV) ESI intends to amortize the PMF over the Initial Term of the Agreement on a straight-line basis. In the event of a termination of this Agreement for any reason other than ESI's uncured material breach prior to the expiration of the Initial Term, Plan Sponsor and Valued Pharmacy Services of the Midwest, LLC dba Rx Solutions will reimburse ESI an amount equal to any paid but unamortized portion of the PMF. Reimbursement to ESI by Plan Sponsor and Valued Pharmacy Services of the Midwest, LLC dba Rx Solutions pursuant to this Section will not be in lieu of any other rights or remedies ESI may have in connection with the termination of this Agreement, including monetary or other damages. PMF reimbursements shall not be paid prior to the Effective Date of this Agreement and are not payable until this Agreement is executed. Plan Sponsor and Valued Pharmacy Services of the Midwest, LLC dba Rx Solutions will have no right to interest on, or the time value of, any PMF, and unused funds shall be retained by ESI.

(c) The pricing offered to the Client as a member of the Collective in the PBM Agreement is contingent on the receipt of commissions pursuant to the first page of this Client Agreement (if applicable), Section 12(a) of the Client Agreement and Section 7, 8, or 9 (as applicable) of the applicable pricing Option in Exhibit B-1 of the PBM Agreement. Should Client request that ESI stop paying commissions pursuant to Section 7, 8, or 9 of the applicable pricing Option in Exhibit B-1 of the PBM Agreement, ESI and Client will agree to terminate the Client Agreement and the Client must enter a new contract with ESI, that includes standard pricing for such Client based on the purchasing power of Client as an individual purchaser with Client's unique drug spend, for at least the duration of the Client's old Client Agreement. If Client or Consultant directs ESI not to facilitate the commissions and ESI and Client enter into a new direct agreement prior to the end of the Initial Term, to the extent Client has obligated itself to compensate Consultant for services provided by Consultant to Client, Client will compensate Consultant directly according to terms agreed to between Consultant and Client.

**Commissions, PMF and Rebates are not payable until this Client Agreement is executed.**

13. Disclosure of Certain Financial Matters. In addition to the Administrative Fees paid to ESI by Client, ESI and ESI's wholly-owned subsidiaries or affiliates derive revenue in one or more of the ways described in the ESI Financial Disclosure to PBM Clients set forth in Attachment 1 hereto ("Financial Disclosure"), as updated by ESI from time to time. Unlike the Administrative Fees, the revenues described in the Financial Disclosure are not direct or indirect compensation to ESI from Client for services rendered to Client or the Plan under this Client Agreement. In negotiating any of the fees and revenues described in the Financial Disclosure or in this Agreement, ESI and ESI's wholly-owned subsidiaries and affiliates act on their own behalf, and not for the benefit of or as agents for Collective, Client, Members or the Plan. ESI and ESI's wholly-owned subsidiaries and affiliates retain all proprietary rights and beneficial interest in such fees and revenues described in the Financial Disclosure and, accordingly, Client acknowledges that neither it, nor the Collective, nor any Member, nor the Plan, has a right to receive, or possesses any beneficial interest in, any such fees or revenues.

14. Term; Termination. The initial term of this Client Agreement shall commence on the Effective Date and shall continue for the duration of the initial term as specified on the first page of this Client Agreement (the "Initial Term"). Thereafter, this Client Agreement shall automatically renew for successive 12 month renewal terms unless either ESI or Client gives notice to the other of its intention not to renew this Client Agreement at least ninety (90) days prior to the end of the then current term of this Client Agreement, with such termination of this Client Agreement upon notice effective the last day of such then current term. Notwithstanding the foregoing, a party hereto may terminate this Client Agreement at any time in the event the other party materially breaches this Client

Agreement and the breaching party does not reasonably cure such breach within thirty days following receipt of written notice from the non-breaching party sufficiently describing and evidencing the actual breach and the non-breaching party's intention to terminate as a result thereof. A party's right to terminate this Client Agreement shall not be exclusive of any other remedy available to the terminating party under this Client Agreement or otherwise. ESI shall have the right to immediately terminate PBM Services to Client (or, if applicable, Members) located in a state requiring a pharmacy benefit manager to be a fiduciary to Collective, Client, a Member or other third party relating to this Agreement.

15. Force Majeure. Neither party shall lose any rights under this Agreement or be liable in any manner for any delay to perform its obligations under this Client Agreement that are beyond a party's reasonable control, including, without limitation, any delay or failure due to labor disputes, riots, earthquakes, storms, floods or other extreme weather conditions, fires, explosions, acts of terrorism, epidemics, embargoes, war or other outbreak of hostilities, government acts or regulations, the failure or inability of carriers, suppliers, delivery services, or telecommunications providers to provide services necessary to enable a party to perform its obligations hereunder, or any other reason where failure to perform is beyond the party's reasonable control, and is not caused by the negligence, intentional conduct or misconduct of the defaulting party; *provided, however*, that this clause may not be invoked to excuse a party's payment obligations hereunder.

16. Notice. Any notice or document required or permitted to be delivered pursuant to this Client Agreement must be in writing and shall be deemed to be effective upon mailing and must be either (a) deposited in the United States Mail, postage prepaid, certified or registered mail, return receipt requested, or (b) sent by recognized overnight delivery service with tracing capability, in either case properly addressed to the other party at the address set forth below, or at such other address as such party shall specify from time to time by written notice delivered in accordance herewith:

Express Scripts, Inc.  
Attn: President  
One Express Way  
St. Louis, MO 63121  
With copy to Legal Department  
Fax No. (800) 417-8163

Client  
Attn: President & CEO  
With a copy to General Counsel

17. Assignment and Subcontracting. Client may assign this Agreement upon first obtaining ESI's written consent, which consent will not be unreasonably withheld following a standard credit review of the proposed assignee. Client acknowledges and agrees that ESI may perform certain services hereunder (e.g., mail service pharmacy and specialty pharmacy services) through one or more ESI subsidiaries, affiliates or designees. ESI is responsible and liable for the performance of its subsidiaries and affiliates in the course of their performance of any such service. To the extent that ESI subcontracts any PBM Service under this Agreement to a third party, ESI is responsible and liable for the performance of any such third party. In addition, ESI may contract with third party vendors to provide information technology support services and other ancillary services, which services are not PBM Services hereunder, but rather are services that support ESI's conduct of its business operations. This Agreement will be binding upon, and inure to the benefit of and be enforceable by, the respective successors and permitted assigns of the parties hereto.

18. Proprietary Information. Information of the other party, including, but not limited to, the following, shall constitute confidential and proprietary information ("Proprietary Information") unless otherwise public: (a) with respect to ESI: ESI's reporting and other web-based applications, eligibility and adjudication systems, system formats and databanks (collectively, "ESI's Systems"), clinical or formulary management operations or programs, fraud, waste and abuse tools and programs, anonymized claims data (de-identified in accordance with HIPAA); ESI Specialty Pharmacy and Mail Service Pharmacy data; information concerning Rebates, prescription drug evaluation criteria, drug pricing information, and Participating Pharmacy agreements; and (b) with respect to Client: Participating Pharmacy, Client, and Member identifiable health information and data, Eligibility Files, Set-Up Form information, business operations and strategies, are confidential and proprietary. Neither party shall use a party's Proprietary Information, or disclose it or this Client Agreement to any third party, at any time during or after termination of this Client Agreement, except as specifically contemplated by this Client Agreement, upon prior written consent or as otherwise required by law. Upon termination of this Client Agreement, each party shall cease using the other's Proprietary Information, and all such information shall be returned or destroyed at the owner's direction.

19. Indemnification. Each party agrees to indemnify and hold the other party, and its officers, directors, and employees, harmless from and against any and all third party claims, actions, demands, liabilities, losses, damages, judgments, costs or expenses (including reasonable attorneys' fees) incurred by the indemnified party and arising from any negligent act, negligent omission, or breach of this Agreement by the indemnifying party. Indemnification is conditioned upon the indemnified party notifying the indemnifying party in writing promptly upon learning of any claim for which indemnification may be sought hereunder, and tendering of the defense of such claim to the indemnifying party. Unless the indemnifying party obtains the prior written consent of the indemnified party, the indemnifying party shall not enter into any writing, including without limitation, a consent judgment or settlement document, that admits the liability or wrongdoing of the indemnified party. Neither party will be obligated to indemnify the other party with respect to any claim settled without the mutual written consent of both parties hereto, which consent will not be unreasonably withheld.

20. Independent Parties. No provision of this Client Agreement is intended to create or shall be construed to create any relationship between ESI and Client other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Client Agreement. Neither party, nor any of their respective representatives, shall be construed to be the partner, agent, fiduciary, employee, or representative of the other and neither party shall have the right to make any representations concerning the duties, obligations or services of the other except as consistent with the express terms of this Client Agreement or as otherwise authorized in writing by the party about which such representation is asserted.

21. Taxes and Assessments. Any applicable sales, use, excise, or other similarly assessed and administered tax, surcharge, or fee imposed on items dispensed, or services provided hereunder, or the fees or revenues generated by the items dispensed or services provided hereunder, or any other amounts ESI or one or more of its subsidiaries or affiliates may incur or be required to pay arising from or relating to ESI's or its subsidiaries' or affiliates' performance of services as a pharmacy benefit manager, third-party administrator, or otherwise in any jurisdiction, will be the sole responsibility of Payor or the Member. If ESI is legally obligated to collect and remit, or to incur or pay, any such sales, use, excise, or other similarly assessed and administered tax, surcharge, or fee in a particular jurisdiction, such amount will be reflected on the applicable invoice or subsequently invoiced at such time as ESI becomes aware of such obligation or as such obligation becomes due. ESI reserves the right to charge a reasonable administrative fee for collection and remittance services provided on behalf of Client.

22. Miscellaneous. Any amendment of this Client Agreement shall be by written agreement signed by authorized representatives of the parties. The parties agree to negotiate in good faith a mutually acceptable amendment to this Client Agreement and, if the parties cannot agree on such an amendment, then either party may terminate this Client Agreement upon sixty (60) days prior written notice to the other party. This Client Agreement shall be governed by and construed in accordance with the internal laws of the State of Louisiana. This Client Agreement supersedes any agreements between the parties hereto. **Sections 2, 7 (last sentence), 8, 9, 11, 15, 17, 16, 18, 19, 20 and 22 of this Client Agreement shall survive termination for any reason.**

THE UNDERSIGNED AGREE THAT THIS CLIENT AGREEMENT ACCURATELY DESCRIBES THE PRESCRIPTION DRUG PROGRAM TO BE PROVIDED TO CLIENT. CLIENT FURTHER EXPRESSLY AGREES TO THE TERMS AND CONDITIONS SET FORTH IN THIS CLIENT AGREEMENT AND THE PBM AGREEMENT. **CLIENT SHALL RECEIVE A COPY OF THE PBM AGREEMENT BETWEEN COLLECTIVE AND ESI UPON REQUEST.**

1/8/2024

DocuSigned by:  
NAME OF CLIENT (PRINT): City of Jackson, Missouri Date: \_\_\_\_\_

By: Dwain Hahs Name: Dwain Hahs Title: Mayor  
SIGNATURE (PRINTED NAME)

By: \_\_\_\_\_ Name: \_\_\_\_\_ Title: \_\_\_\_\_  
SIGNATURE (PRINTED NAME)

DocuSigned by:  
EXPRESS SCRIPTS, INC.

By: Nicole M Fuller Name: Nicole M Fuller Title: Managing Director  
SIGNATURE (PRINTED NAME)

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