# Putnam County, OH School District

Section Content Pages

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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 <a href="mailto:shabbir@safemedicines.org">shabbir@safemedicines.org</a> 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 571 Monon Blvd., Suite 200, Carmel, IN 46032, and Putnam County Schools Insurance Group, an Ohio Public School Consortium, with a business address of 124 Putnam Parkway, Ottawa, OH 45875 ("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 patient advocacy 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 <u>Eligibility/Set Up.</u> 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 <u>Data Analytics.</u> 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 <u>Patient Advocacy Mail Order Logistics Program ("Mail Order Logistics Program").</u> 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 calculated as described below ("Fees").

#### 4.2 Billing and Payment.

- 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 <u>HIPAA</u>. The Parties agree that as it 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.

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:

- 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 November 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 order any medications after the termination date specified in the termination notice delivered in accordance with the preceding sentence (the "Termination Date") and RxProtect will not process any medications ordered after 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 7 - INTENTIONALLY LEFT BLANK.

#### ARTICLE VIII - DISCLAIMER.

8.1 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 IX - MISCELLANEOUS

- 9.1 <u>Use of Name</u>. 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.
- 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.
- 9.3 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.
- 9.4 <u>Independent Contractors</u>. 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.
- 9.5 <u>Notices</u>. 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. Notice may also be given via email and will be effective upon confirmation of receipt by recipient. 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 571 Monon Blvd., Suite 200

Carmel, IN 46032

Email: Nate.Hughes@rx-protect.com

With a copy to:

RxProtect, LLC

Attention: Steve Downey

9520 Ormsby Station Road, Suite 15

Louisville, KY 40223

Email: Steve.Downey@rx-protect.com

If to Client:

Putnam County Schools Insurance Group

Attention: Karen Parker, CPA

124 Putnam Parkway Ottawa, OH 45875

Email: karen@verhoffcpa.com

With a copy to:

Huntingon Insurance, Inc.

Attention: Ally Druckemiller 37 West Broad Street

Columbus, OH 43215

Email: ally.druckemiller@huntington.com

Huntingon Insurance, Inc. Attention: Alex Grumman 37 West Broad Street Columbus, OH 43215

Email: Alexandria.Grumman@huntington.com

- 9.6 Governing Law. The validity, interpretation, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the laws of the state of Indiana, excepting any conflict of laws or provisions which would serve to defeat application of Indiana 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 Indianapolis, Indiana.

- (b) <u>Covered Disputes and Claims</u>. The disputes and claims covered by this Article 9.6 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 9.6 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) <u>Binding Decision</u>. 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 9.6 (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 9.6 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 Marion County, Indiana, to require arbitration under this Article 9.6 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 Marion County, Indiana, 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) <u>Cumulative Remedies</u>. 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.
- 9.7 <u>Severability</u>. 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.
- 9.8 <u>Waiver</u>. 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 "<u>Waiver</u>") 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.
- 9.9 <u>Headings</u>. The Article headings used in this Agreement are for reference and convenience only and shall not affect any construction or interpretation of this Agreement.
- 9.10 <u>Counterparts</u>. 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.
- Force Majeure. No Party shall be liable or responsible to the other Party, nor be deemed to have 9.11 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.
- 9.12 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.

(SIGNATURE PAGE FOLLOWS)

DA

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:                             |
| Printed Name: STATE DOWNEY      |
| Title: LYAIRAN                  |
| Date: 10-21-73                  |
|                                 |
| PUTNAM COUNTY SCHOOLS INSURANCE |

P **GROUP** 

| Ву:           | m L   | Osl   | om |  |
|---------------|-------|-------|----|--|
| Printed Name: |       |       |    |  |
| Title:        | hair  |       |    |  |
| Date:         | 10-24 | - 20: | 13 |  |

#### **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

De

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

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#### 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, and (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. <u>Transactions Standards</u>. 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. <u>Security Standards.</u> 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.

| RxProtect, LLC                    | CLIENT                            |
|-----------------------------------|-----------------------------------|
| Signature:                        | Signature: Jan L Osbon            |
| Name: STEVE BOWEY                 | Name: Jan L. Osborn               |
| (Print or Type Name of Signatory) | (Print or Type Name of Signatory) |
| Title: CHO/EMAN                   | Title: Chair                      |
| (Print or Type Title)             | (Print or Type Title)             |





## Free Brand Name Medications for Putnam County Schools Members

Exciting News for Covered Employees and Dependents

Please take a minute to read this important Memo.

As a self-insured employer, Putnam County Schools 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**, Putnam County Schools 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 {redacted} 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 Phone: 1-833-279-7877







RX

Invoice

Invoice #: 3296

Balance Due

RxProtect \$ 354.99

9520 Ormsby Station Rd

Suite 20 Invoice Date: 12/18/23

Louisville, Kentucky 40223

Due Date: 12/21/23

Status: Outstanding

Bill To

**Putnam County Schools** 

| Item & Description                  | Strength | Day Supply | <b>Qty Shipped</b> | Amount |        |
|-------------------------------------|----------|------------|--------------------|--------|--------|
| Xarelto (Rivaroxaban) 20mg - 90 tab | 20mg     | 90         | 90                 | \$     | 354.99 |
|                                     |          |            |                    |        |        |
|                                     |          |            | Total              | \$     | 354.99 |

#### Notes:

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



Invoice #: 3335

Balance Due

RxProtect \$ 14,369.97

9520 Ormsby Station Rd

Suite 20 Invoice Date: 1/2/24 Louisville, Kentucky 40223 Due Date: 1/5/24

Status: Outstanding

Bill To

**Putnam County Schools** 

| Item & Description                                      | Strength           | Day Supply | Qty Shipped | Amo | unt       |
|---|--------------------|------------|-------------|-----|-----------|
| Humira Citrate Free (Adalimumab) Auto-I                 | njector 40mg/0.4ml | 84         | 3           | \$  | 13,325.00 |
| Xiidra (Lifitegrast) Ophthalmic Solution 5% - 60x( 0.05 |                    | 90         | 3           | \$  | 1,044.97  |
|   |                    | _          |             |     |           |
|   |                    |            | Total       | \$  | 14,369.97 |

#### Notes:

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

PROTECT

Invoice

Invoice #: 3453

Balance Due

RxProtect \$ **7,631.91** 

9520 Ormsby Station Rd

Suite 20 Invoice Date: 1/16/24

Louisville, Kentucky 40223 Due Date: 1/19/24

Status: Outstanding

Bill To

**Putnam County Schools** 

| Item & Description                           | Strength                        | Day Supply | Qty Shipped | Amou | unt      |
|--|---------------------------------|------------|-------------|------|----------|
| Dupixent (Dupilumab) Pre-Filled Pen 200mg    | g/1.1 <sup>,</sup> 200mg/1.14ml | 28         | 1           | \$   | 2,274.99 |
| Jardiance (Empagliflozin) 25mg - USA (Limit  | ed to 25mg                      | 90         | 3           | \$   | 335.00   |
| Trulicity (Dulaglutide) Pen 4.5mg/0.5ml - US | SA (Li 4.5mg/0.5ml              | 84         | 3           | \$   | 1,775.00 |
| Eliquis 2.5mg -60                            | 2.5mg                           | 90         | 3           | \$   | 607.77   |
| Janumet XR 1000/50                           | 1000/50mg                       | 90         | 3           | \$   | 451.35   |
| Repatha 140mg/mL                             | 140mg/mL                        | 28         | 1           | \$   | 771.97   |
| Tresiba 200                                  | 200Unit/mL                      | 90         | 3           | \$   | 1,415.83 |
|  |                                 |            |             |      |          |
|  |                                 |            | Total       | Ś    | 7.631.91 |

#### Notes:

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



Invoice #: 3525

Balance Due

RxProtect \$ 8,687.98

9520 Ormsby Station Rd

Suite 20 Invoice Date: 2/2/24

Louisville, Kentucky 40223 Due Date: 2/7/24

Status: Outstanding

Bill To

**Putnam County Schools** 

| Item & Description                            | Strength | Day Supply | Qty Shipped | Amou | unt      |
|---|----------|------------|-------------|------|----------|
| Ventolin HFA (Salbutamol Sulfate) 100mcg - 20 | 0 100mcg | 75         | 3           | \$   | 93.97    |
| Dovato 50/300-30                              | 50/300   | 30         | 1           | \$   | 1,261.30 |
| Eliquis 5mg - 180                             | 5mg      | 90         | 1           | \$   | 541.76   |
| Eliquis 5mg - 180                             | 5mg      | 90         | 1           | \$   | 541.76   |
| Eliquis 5mg - 180                             | 5mg      | 90         | 1           | \$   | 541.76   |
| Forxiga 10mg-30                               | 10mg     | 90         | 3           | \$   | 423.15   |
| Jardiance 25mg - 90                           | 25mg     | 90         | 1           | \$   | 449.63   |
| Jardiance 25mg - 90                           | 25mg     | 90         | 1           | \$   | 449.63   |
| Repatha 140mg/mL                              | 140mg/mL | 28         | 1           | \$   | 771.97   |
| Rybelsus 14mg                                 | 14mg     | 90         | 3           | \$   | 1,204.35 |
| Rybelsus 7mg                                  | 7mg      | 90         | 3           | \$   | 1,204.35 |
| Rybelsus 7mg                                  | 7mg      | 90         | 3           | \$   | 1,204.35 |
|   |          |            |             |      |          |
|   |          |            | Total       | \$   | 8,687.98 |

#### Notes:

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



Invoice #:

3950

Balance Due

RxProtect **\$ 17,959.95** 

9520 Ormsby Station Rd

Suite 20 Invoice Date: 3/18/24

Louisville, Kentucky 40223 Due Date: 3/21/24

Status: Outstanding

Bill To

**Putnam County Schools** 

| Item & Description                               | Strength         | Day Supply | <b>Qty Shipped</b> | Amo | unt       |
|--|------------------|------------|--------------------|-----|-----------|
| Humira Citrate Free (Adalimumab) Auto-Inject     | or 40mg/0.4ml    | 84         | 3                  | \$  | 13,325.00 |
| Xiidra (Lifitegrast) Ophthalmic Solution 5% - 60 | Ox( 0.05         | 90         | 3                  | \$  | 1,044.97  |
| Ozempic (Semaglutide) Pre-Filled Pen 0.25mg,     | /0. 0.25mg/0.5mg | 84         | 3                  | \$  | 1,405.00  |
| Eliquis (Apixaban) 5mg - 180 tab                 | 5mg              | 90         | 1                  | \$  | 424.99    |
| Ozempic (Semaglutide) Pre-Filled Pen 1mg - 4     | mg 1mg           | 84         | 3                  | \$  | 1,405.00  |
| Xarelto (Rivaroxaban) 20mg - 90 tab              | 20mg             | 90         | 1                  | \$  | 354.99    |
|  |                  | _          |                    |     |           |
|  |                  |            | Total              | \$  | 17,959.95 |

#### Notes:

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

RX

Invoice

Invoice #: 4039

Balance Due

\$ 12,219.78

RxProtect

9520 Ormsby Station Rd

Suite 20

Louisville, Kentucky 40223

Invoice Date:

4/2/24

Due Date:

4/5/24

Status: Outstanding

Bill To

**Putnam County Schools** 

| Item & Description                             | Strength          | Day Supply | Qty Shipped | Amoun |          |
|--|-------------------|------------|-------------|-------|----------|
| Ventolin HFA (Salbutamol Sulfate) 100mcg - 200 | 100mcg            | 75         | 3           | \$    | 93.97    |
| Eliquis (Apixaban) 5mg - 180 tab               | 5mg               | 90         | 1           | \$    | 424.99   |
| Jardiance (Empagliflozin) 25mg - 90 tab        | 25mg              | 90         | 1           | \$    | 355.00   |
| Rybelsus (Semaglutide) 14mg - Manitoba - 30 ta | t 14mg            | 90         | 3           | \$    | 1,123.31 |
| Jardiance (Empagliflozin) 25mg - 90 tab        | 25mg              | 90         | 1           | \$    | 343.34   |
| Eliquis (Apixaban) 5mg - 180 tab               | 5mg               | 90         | 1           | \$    | 413.32   |
| Rybelsus (Semaglutide) 7mg - Manitoba - 30 tab | ·7mg              | 90         | 3           | \$    | 1,129.97 |
| Farxiga/Forxiga (Dapagliflozin) 10mg - 30 tab  | 10mg              | 90         | 3           | \$    | 379.97   |
| Dovato (Dolutegravir/Lamivudine) 50mg/300mg    | 50mg/300mg        | 30         | 1           | \$    | 1,224.99 |
| Dupixent (Dupilumab) Pre-Filled Pen 200mg/1.1  | 4200mg/1.14ml 2 ( | 28         | 1           | \$    | 2,375.00 |
| Amjevita/Amgevita (Adalimumab) Auto-Injector   | 40mg/0.8ml        | 56         | 2           | \$    | 3,474.98 |
| Eliquis (Apixaban) 2.5mg - 60 tab              | 2.5mg             | 90         | 3           | \$    | 375.97   |
| Linzess/Constella (Linaclotide) 72mcg - 30 cap | 72mcg             | 90         | 3           | \$    | 504.97   |
|  |                   |            |             |       |          |

Total \$ 12,219.78

Notes:

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



Invoice #: 4227

Balance Due

RxProtect \$ 5,569.82

9520 Ormsby Station Rd

Suite 20 Invoice Date: 4/17/24

Louisville, Kentucky 40223 Due Date: 4/22/24

Status: Outstanding

Bill To

**Putnam County Schools** 

| Item & Description                               | Strength       | Day Supply | <b>Qty Shipped</b> | Amou | unt      |
|--|----------------|------------|--------------------|------|----------|
| Ozempic (Semaglutide) Pre-Filled Pen 1mg - 4mg   | g 1mg          | 84         | 3                  | \$   | 1,405.00 |
| Breo Ellipta (Fluticasone/Vilanterol) 200mcg/25  | r 200mcg/25mcg | 90         | 1                  | \$   | 564.97   |
| Farxiga/Forxiga (Dapagliflozin) 10mg - 30 tab    | 10mg           | 90         | 3                  | \$   | 384.97   |
| Farxiga/Forxiga (Dapagliflozin) 10mg - 30 tab    | 10mg           | 90         | 3                  | \$   | 384.97   |
| Eliquis (Apixaban) 5mg - 180 tab                 | 5mg            | 90         | 1                  | \$   | 424.99   |
| Eliquis (Apixaban) 5mg - 180 tab                 | 5mg            | 90         | 1                  | \$   | 424.99   |
| Janumet XR (Sitagliptin/Metformin) 50mg/1000     | r 50mg/1000mg  | 90         | 3                  | \$   | 574.97   |
| Tresiba (Insulin Degludec) U-200 Flextouch - 3x3 | 200 Flextouch  | 120        | 4                  | \$   | 1,069.96 |
| Jardiance (Empagliflozin) 25mg - USA (Limited to | 25mg           | 90         | 3                  | \$   | 335.00   |
|  |                |            |                    |      |          |
|  |                |            | Total              | \$   | 5,569.82 |

#### Notes:

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



4299

Invoice #:

Balance Due

RxProtect \$ 4,889.90

9520 Ormsby Station Rd

Suite 20 Invoice Date: 5/2/24

Louisville, Kentucky 40223 Due Date: 5/6/24

Status: Outstanding

Bill To

**Putnam County Schools** 

| Item & Description                             | Strength       | Day Supply | Qty Shipped | Amou | ınt      |
|--|----------------|------------|-------------|------|----------|
| Rybelsus (Semaglutide) 7mg - Manitoba - 30 tab | 7mg            | 90         | 3           | \$   | 1,134.97 |
| Jardiance (Empagliflozin) 10mg - 90 tab        | 10mg           | 90         | 1           | \$   | 355.00   |
| Dovato (Dolutegravir/Lamivudine) 50mg/300mg    | g 50mg/300mg   | 30         | 1           | \$   | 1,224.99 |
| Farxiga/Forxiga (Dapagliflozin) 10mg - 30 tab  | 10mg           | 90         | 3           | \$   | 384.97   |
| Ozempic (Semaglutide) Pre-Filled Pen 0.25mg/0  | . 0.25mg/0.5mg | 28         | 3           | \$   | 1,405.00 |
| Farxiga/Forxiga (Dapagliflozin) 10mg - 30 tab  | 10mg           | 90         | 3           | \$   | 384.97   |
|  |                |            |             |      |          |
|  |                | •          | Total       | Ś    | 4.889.90 |

#### Notes:

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



Invoice #: 4486

Balance Due

RxProtect \$ 5,004.99

9520 Ormsby Station Rd

Suite 20 Invoice Date: 5/17/24 Louisville, Kentucky 40223 Due Date: 5/21/24

Status: Outstanding

Bill To

**Putnam County Schools** 

| Item & Description   | Strength     | Day Supply | <b>Qty Shipped</b> | Amou | unt      |
|--|--------------|------------|--------------------|------|----------|
| Dovato (Dolutegravir/Lamivudine) 50mg/300mg                  | g 50mg/300mg | 30         | 1                  | \$   | 1,224.99 |
| Ozempic (Semaglutide) Pre-Filled Pen 0.25mg/0. 0.25mg/0.5mg  |              | 84         | 3                  | \$   | 1,405.00 |
| Dupixent (Dupilumab) Pre-Filled Pen 200mg/1.14200mg/1.14ml 2 |              | 28         | 1                  | \$   | 2,375.00 |
|  |              |            |                    |      |          |
|  |              |            | Total              | \$   | 5,004.99 |

#### Notes:

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



4561

Invoice #:

Balance Due

RxProtect \$ 6,774.85

9520 Ormsby Station Rd

Suite 20 Invoice Date: 6/4/24 Louisville, Kentucky 40223 Due Date: 6/7/24

Status: Outstanding

Bill To

**Putnam County Schools** 

| Item & Description                            | Strength           | Day Supply | Qty Shipped | Amou | unt      |
|---|--------------------|------------|-------------|------|----------|
| Januvia (Sitagliptin) 100mg - 30 tab          | 100mg              | 90         | 3           | \$   | 414.97   |
| Dupixent (Dupilumab) Pre-Filled Pen 200mg/1.1 | ، 200mg/1.14ml 2 د | 28         | 1           | \$   | 2,375.00 |
| Humalog (Insulin Lispro) Vial 100iu/ml - 10ml | 100iu/ml           | 91         | 11          | \$   | 704.89   |
| Ozempic (Semaglutide) Pre-Filled Pen 1mg - 4m | g 1mg              | 84         | 3           | \$   | 1,405.00 |
| Amjevita/Amgevita (Adalimumab) Auto-Injector  | 40mg/0.8ml         | 28         | 1           | \$   | 1,874.99 |
|   |                    |            |             |      |          |
|   |                    |            | Total       | \$   | 6,774.85 |

#### Notes:

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



Invoice #: 4733

Balance Due

RxProtect **\$ 13,653.88** 

9520 Ormsby Station Rd

Suite 20 Invoice Date: 6/18/24

Louisville, Kentucky 40223 Due Date: 6/21/24

Status: Outstanding

Bill To

**Putnam County Schools** 

| Item & Description                                 | Strength         | Day Supply | <b>Qty Shipped</b> | Amo | unt       |
|--|------------------|------------|--------------------|-----|-----------|
| Ozempic (Semaglutide) Pre-Filled Pen 1mg - 4mg     | 1mg              | 84         | 3                  | \$  | 1,405.00  |
| Dupixent (Dupilumab) Pre-Filled Pen 200mg/1.14     | 200mg/1.14ml 2 ( | 28         | 1                  | \$  | 2,625.00  |
| Dovato (Dolutegravir/Lamivudine) 50mg/300mg        | 50mg/300mg       | 30         | 1                  | \$  | 1,224.99  |
| Eliquis (Apixaban) 5mg - 180 tab                   | 5mg              | 90         | 1                  | \$  | 424.99    |
| Xiidra (Lifitegrast) Ophthalmic Solution 5% - 60x( | 0.05             | 90         | 3                  | \$  | 1,044.97  |
| Ventolin HFA (Salbutamol Sulfate) 100mcg - 200     | 100mcg           | 75         | 3                  | \$  | 93.97     |
| Amjevita/Amgevita (Adalimumab) Auto-Injector       | 40mg/0.8ml       | 84         | 3                  | \$  | 5,074.97  |
| Ozempic (Semaglutide) Pre-Filled Pen 0.25mg/0.     | 0.25mg/0.5mg     | 84         | 3                  | \$  | 1,405.00  |
| Xarelto (Rivaroxaban) 20mg - 90 tab                | 20mg             | 90         | 1                  | \$  | 354.99    |
|  |                  |            |                    |     |           |
|  |                  |            | Total              | \$  | 13,653.88 |

#### Notes:

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



Invoice #: 4812

Balance Due

RxProtect \$ 9,550.81

9520 Ormsby Station Rd

 Suite 20
 Invoice Date:
 7/2/24

 Louisville, Kentucky 40223
 Due Date:
 7/8/24

Status: Outstanding

**Bill To**Putnam County Schools

| Item & Description                               | Strength                      | Day Supply | Qty Shipped | Amou | nt       |
|--|-------------------------------|------------|-------------|------|----------|
| JARDIANCE 25MG TABS                              | 25mg                          | 90         | 3           | \$   | 864.99   |
| Tresiba (Insulin Degludec) U-200 Flextouch - 3x3 | 200 Flextouch                 | 120        | 4           | \$   | 1,169.96 |
| Jardiance (Empagliflozin) 25mg - 90 tab          | 25mg                          | 90         | 1           | \$   | 355.00   |
| Eliquis (Apixaban) 5mg - 180 tab                 | 5mg                           | 90         | 1           | \$   | 424.99   |
| Dupixent (Dupilumab) Pre-Filled Pen 200mg/1.14   | <sup>2</sup> 200mg/1.14ml 2 ( | 28         | 1           | \$   | 2,600.00 |
| Jardiance (Empagliflozin) 25mg - 90 tab          | 25mg                          | 90         | 1           | \$   | 342.50   |
| Eliquis (Apixaban) 5mg - 180 tab                 | 5mg                           | 90         | 1           | \$   | 412.49   |
| Rybelsus (Semaglutide) 7mg - Manitoba - 30 tab   | 7mg                           | 90         | 3           | \$   | 1,134.97 |
| Farxiga/Forxiga (Dapagliflozin) 10mg - 30 tab    | 10mg                          | 90         | 3           | \$   | 384.97   |
| Ozempic (Semaglutide) Pre-Filled Pen 0.25mg/0.   | 0.25mg/0.5mg                  | 112        | 2           | \$   | 980.00   |
| Eliquis (Apixaban) 2.5mg - 60 tab                | 2.5mg                         | 90         | 3           | \$   | 375.97   |
| Linzess/Constella (Linaclotide) 72mcg - 30 cap   | 72mcg                         | 90         | 3           | \$   | 504.97   |
|  |                               |            |             |      |          |
|  |                               |            | Total       | \$   | 9,550.81 |

#### Notes:

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



Invoice #: 4992

Balance Due

RxProtect \$ 10,589.90

9520 Ormsby Station Rd

Suite 20 Invoice Date: 7/17/24

Louisville, Kentucky 40223 Due Date: 7/22/24

Status: Outstanding

Bill To

**Putnam County Schools** 

| Item & Description                              | Strength        | Day Supply | <b>Qty Shipped</b> | Amo | unt       |
|---|-----------------|------------|--------------------|-----|-----------|
| Dovato (Dolutegravir/Lamivudine) 50mg/300m      | g 50mg/300mg    | 30         | 1                  | \$  | 1,224.99  |
| Skyrizi (Risankizumab) Pre-Filled Pen 150mg/1r  | n  150mg/1ml    | 84         | 1                  | \$  | 6,625.00  |
| Ozempic (Semaglutide) Pre-Filled Pen 0.25mg/    | 0. 0.25mg/0.5mg | 84         | 3                  | \$  | 1,405.00  |
| Breo Ellipta (Fluticasone/Vilanterol) 200mcg/25 | 5r 200mcg/25mcg | 90         | 1                  | \$  | 564.97    |
| Farxiga/Forxiga (Dapagliflozin) 10mg - 30 tab   | 10mg            | 90         | 3                  | \$  | 384.97    |
| Farxiga/Forxiga (Dapagliflozin) 10mg - 30 tab   | 10mg            | 90         | 3                  | \$  | 384.97    |
|   |                 |            |                    |     |           |
|   |                 |            | Total              | \$  | 10,589.90 |

#### Notes:

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



Invoice #: 5076

Balance Due

RxProtect \$ 5,734.89

9520 Ormsby Station Rd

Suite 20 Invoice Date: 8/2/24

Louisville, Kentucky 40223

Due Date: 8/7/24

Status: Outstanding

Bill To

**Putnam County Schools** 

| Item & Description                             | Strength         | Day Supply | <b>Qty Shipped</b> | Amou | ınt      |
|--|------------------|------------|--------------------|------|----------|
| Eliquis (Apixaban) 5mg - 180 tab               | 5mg              | 90         | 1                  | \$   | 424.99   |
| Dupixent (Dupilumab) Pre-Filled Pen 200mg/1.1  | ، 200mg/1.14ml 2 | 28         | 1                  | \$   | 2,625.00 |
| Rybelsus (Semaglutide) 7mg - Manitoba - 30 tab | 7mg              | 90         | 3                  | \$   | 1,134.97 |
| Farxiga/Forxiga (Dapagliflozin) 10mg - 30 tab  | 10mg             | 90         | 3                  | \$   | 384.97   |
| Jardiance (Empagliflozin) 10mg - 90 tab        | 10mg             | 90         | 1                  | \$   | 355.00   |
| Eliquis (Apixaban) 5mg - 180 tab               | 5mg              | 90         | 1                  | \$   | 424.99   |
| Farxiga/Forxiga (Dapagliflozin) 10mg - 30 tab  | 10mg             | 90         | 3                  | \$   | 384.97   |
|  |                  |            |                    |      |          |
|  |                  |            | Total              | \$   | 5,734.89 |

#### Notes:

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



Invoice #: 6138

Balance Due

RxProtect \$ 10,339.99

9520 Ormsby Station Rd

Suite 20 Invoice Date: 8/19/24

Louisville, Kentucky 40223 Due Date: 8/22/24

Status: Outstanding

Bill To

**Putnam County Schools** 

| Item & Description                            | Strength            | Day Supply | Qty Shipped | Amo | unt       |
|---|---------------------|------------|-------------|-----|-----------|
| OZEMPIC (1 MG/DOSE) 4MG/3ML SOPN              | 4MG/3ML             | 60         | 2           | \$  | 1,570.00  |
| Dovato (Dolutegravir/Lamivudine) 50mg/300mg   | g 50mg/300mg        | 30         | 1           | \$  | 1,224.99  |
| Dupixent (Dupilumab) Pre-Filled Pen 200mg/1.3 | ا، 200mg/1.14ml و ا | 28         | 1           | \$  | 2,685.00  |
| Ozempic (Semaglutide) Pre-Filled Pen 1mg - 4m | g 1mg               | 84         | 3           | \$  | 1,405.00  |
| Ozempic (Semaglutide) Pre-Filled Pen 0.25mg/0 | ). 0.25mg/0.5mg     | 84         | 3           | \$  | 1,405.00  |
| Ozempic (Semaglutide) Pre-Filled Pen 8mg/3ml  | -8mg/3ml            | 84         | 3           | \$  | 2,050.00  |
|   |                     |            |             |     |           |
|   |                     |            | Total       | \$  | 10,339.99 |

#### Notes:

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



Invoice #: 6226

Balance Due

RxProtect \$ 3,224.97

9520 Ormsby Station Rd

Suite 20 Invoice Date: 9/3/24

Louisville, Kentucky 40223 Due Date: 9/6/24

Status: Outstanding

Bill To

**Putnam County Schools** 

| Item & Description                                 | Strength            | Day Supply | <b>Qty Shipped</b> | Amou | unt      |
|--|---------------------|------------|--------------------|------|----------|
| Ozempic (Semaglutide) Pre-Filled Pen 0.25          | 5mg/0. 0.25mg/0.5mg | 84         | 3                  | \$   | 1,405.00 |
| Januvia (Sitagliptin) 100mg - 30 tab               | 100mg               | 90         | 3                  | \$   | 414.97   |
| Ozempic (Semaglutide) Pre-Filled Pen 1mg - 4mg 1mg |                     | 84         | 3                  | \$   | 1,405.00 |
|  |                     |            |                    |      |          |
|  |                     |            | Total              | \$   | 3,224.97 |

#### Notes:

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



24,684.84

\$

Total

Invoice #: 6407

Balance Due

RxProtect \$ **24,684.84** 

9520 Ormsby Station Rd

Suite 20 Invoice Date: 9/17/24

Louisville, Kentucky 40223

Due Date: 9/20/24

Status: Outstanding

**Bill To**Putnam County Schools

| Item & Description                                | Strength        | Day Supply | Qty Shipped | Amo | unt       |
|---|-----------------|------------|-------------|-----|-----------|
| HUMIRA (2 PEN) 40MG/0.4ML PNKT                    | 40MG/0.4ML      | 90         | 3           | \$  | 12,435.00 |
| JARDIANCE 25MG TABS                               | 25MG            | 90         | 3           | \$  | 978.99    |
| Dovato (Dolutegravir/Lamivudine) 50mg/300mg       | g 50mg/300mg    | 90         | 1           | \$  | 1,224.99  |
| Eliquis (Apixaban) 2.5mg - 60 tab                 | 2.5mg           | 90         | 3           | \$  | 375.97    |
| Amjevita/Amgevita (Adalimumab) Auto-Injector      | r 40mg/0.8ml    | 84         | 3           | \$  | 5,074.97  |
| Xiidra (Lifitegrast) Ophthalmic Solution 5% - 60x | ( 0.05          | 90         | 3           | \$  | 1,044.97  |
| Eliquis (Apixaban) 5mg - 180 tab                  | 5mg             | 90         | 1           | \$  | 424.99    |
| Ozempic (Semaglutide) Pre-Filled Pen 0.25mg/0     | 0. 0.25mg/0.5mg | 56         | 2           | \$  | 980.00    |
| Farxiga/Forxiga (Dapagliflozin) 10mg - 30 tab     | 10mg            | 90         | 3           | \$  | 384.97    |
| Ozempic (Semaglutide) Pre-Filled Pen 1mg - 4m     | g 1mg           | 84         | 3           | \$  | 1,405.00  |
| Xarelto (Rivaroxaban) 20mg - 90 tab               | 20mg            | 90         | 1           | \$  | 354.99    |
|   |                 |            |             |     |           |

#### Notes:

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