

STATEMENT OF WORK

Truveris Order ID:	0062I000015B640
Schedule Number:	94
Effective Date:	9/22/2021
Estimated Implementation Date:	1/1/2022

Lives:	400
Estimated Annual Claims:	8,729
Offer Expiration:	10/31/2021

PARTIES

"TRUVERIS"	"CLIENT"	"BROKER"
TRUVERIS 2 Park Avenue, Suite 1500 New York, NY 10016	City of Foley 207 E Laurel Ave Foley, AL 36535	McGriff 2211 7th Avenue South Birmingham, AL 35233
CONTACTS		
Travis Sokol Sales Director tsokol@truveris.com	Name: Suzanne Kellams Email: skellams@cityoffoley.org Phone: 251-970-2382	Name: Frank Weber Email: frank.weber@mcgriff.com Phone: 205-986-8317

This Statement of Work ("SOW") is entered into as of Effective Date and is by and between Truveris, Inc. and Client. Truveris and Client may be referred to in this SOW individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions of this SOW through their undersigned authorized representatives.

This SOW includes and incorporates by reference the Master Service Agreement found at www.truveris.com/truveris-msa, ("MSA"), its Exhibits, product descriptions, and Business Associate Agreement www.truveris.com/baa-agreement ("BAA"), which are either attached hereto or found at specified links herein (together, the "Agreement"); provided, however, that in the event of any conflicts between this SOW and the MSA, BAA, Product Descriptions and their Exhibits, this SOW will take precedence and prevail. Terms not defined in this SOW have the meaning indicated in the MSA. The Agreement constitutes the entire agreement between the Parties regarding this subject matter, and supersedes all prior agreements, representations and understandings, oral or written, between the Parties regarding this subject matter.

1. **SERVICES & FEES** Client has retained Truveris, and Truveris agrees to perform the following Services which are more specifically described and found at the requisite links within each individual Services below (Product Descriptions may be amended or updated from time-to-time by Truveris), which are incorporated by reference into this SOW.

a. **Services and Fees**

i. **TruBid Express**

				Fees	
				Per Claim Fee	\$1.80
				Annual Minimum	\$6,667.00
PRODUCT	SERVICE TERM START	- SERVICE TERM END	FREQUENCY	Product Description	
TruBid Express	1/1/2021 TruBid Express	12/31/2021 - Term	One-Time	TruBid Express with TruGuard	
TruGuard	1/1/2022 TruGuard	12/31/2024 Term	Quarterly		

Support	PBM Contract Compare	1 Round	
	PBM Implementation Support	Up to 1 meetings	

Payment Terms

- i. Client shall direct its PBM, Carrier, TPA or Coalition (“Designee”) to pay Truveris or may elect to pay Truveris directly for Services listed above (the “Fees”). The Fees are the greater of (i) the Annual Minimum; for every year of the TruGuard Term or (ii) the Client’s actual Claims multiplied by the Per Claim Fee over the TruGuard Term. The Fees shall be invoiced as follows: (a) Annual Minimum upon award to the winning pharmacy benefits provider, and then every year thereafter of the TruGuard Term; and (b) the actual Claims multiplied by the Per Claim Fee in excess of the Annual Minimum. Truveris shall reconcile actual Claims versus the Annual Minimum, at least once within each anniversary of the Estimated Implementation Date and shall be adjusted on the following invoice.
- ii. In the event Truveris receives payment exceeding the Per Claim Fee, or the Annual Minimum that is received in advance, from Client or Designee, Truveris will remit the amounts in excess of the Fees to Client within a commercially reasonable amount of time, but no later than sixty (60) days.
- iii. If Client has elected to have the Fees paid by Designee on behalf of Client, the Designee may require additional actions and/or procedures from the Client to permit the remittance of Fees to Truveris. Client shall coordinate and work with Designee to satisfy those actions and/or procedures. If Client’s failure to satisfy those actions and/or procedures results in the non-payment of Fees to Truveris, Client shall be responsible for all Fees due to Truveris.
- iv. The purchase of (i) TruBid Express Services, (ii) TruGuard Services, or (iii) other services as described are all separate offers and separate from any other order from any other Service. Client understand that it may purchase (i) TruBid Express Services, (ii) TruGuard services, or (iii) other services as described independently of any other product or service. Client’s obligation to pay for (i) TruBid Express services, (ii) TruGuard services, or (iii) other services as described, is not contingent on delivery of hardware or programs or performance of any other service.
- v. For the avoidance of doubt, should Client direct Designee to stop payment of the Fees to Truveris, Client agrees to be responsible for all outstanding Fees due to Truveris.
- vi. As applicable, the Client shall request that the Fees in this SOW be (i) invoiced to the Designee selected by Client to be paid by Designee on behalf of Client; (ii) underwritten by the Designee, to be paid by Designee to Truveris during the SOW Term, on behalf of Client; or (iii) invoiced to Client or its Designee directly. All Fees are payable within thirty (30) days of receipt of an invoice from Truveris. For the avoidance of doubt and clarity, any subsequent agreement between Client and the Designee requiring the Designee to pay the Fees on behalf of Client does not relieve Client of its obligation to pay the Fees to Truveris if (i) the Designee fails to make the payment(s); (ii) if the agreement between Client and Designee is terminated or absolved by either Client or Designee during the SOW Term without cause; or (iii) the Client fails to execute a contract for services with the incumbent or any other Designee participating in the TruBid Express process. The Client shall remain responsible for payment of the Fees to Truveris and any additional fees incurred through the effective date of termination. Client acknowledges and agrees that such Fees shall not be a penalty but are liquidated damages that represent the fair value received by Client from Truveris for the Services rendered if terminated prior to the conclusion of the Initial Term.

2. **TERM & TERMINATION** The term of this SOW shall begin on the Effective Date and remain in effect until the conclusion of all Services in this SOW (“Initial Term”), unless terminated early by either Party in accordance with the Agreement. Thereafter, this SOW will auto renew for one (1) year terms (each, a “Renewal Term”) and continue unless Client notifies Truveris of non-renewal at least ninety (90) days prior to the end of the Initial Term or Renewal Term, as applicable, or is terminated as set forth below (the Initial Term together with any Renewal Term(s), the “SOW Term”). Notwithstanding the foregoing, Client agrees to a minimum term of two years of TruGuard Services. The completion of any Service shall not terminate this SOW.

This SOW may be terminated by either Party in the event of a material breach of this SOW by the other Party (the “Defaulting Party”) of any of its material obligations and failure by the Defaulting Party to remedy such breach within thirty (30) days after written notice of such breach is provided to the Defaulting Party.

If Client elects to contract with any Designee outside of the Services provided hereunder (including without limitation, Client’s incumbent Designee), Client shall pay and remain responsible to Truveris for the Fees listed in Section 1 of this SOW. Client acknowledges and agrees that such Fees shall not be a penalty but are liquidated damages that represent the fair value received by Client from Truveris for the Services rendered if terminated prior to the conclusion of the Initial Term.

3. **Assumptions.**

- For the purposes of this Order, "Claim" shall mean a request for prescription adjudication including, but not limited to, point of service copay calculations, pharmacy reimbursement, discount calculation through pharmacy benefit management plan design and adjudication logic, or similar health benefit items of service.
- Client acknowledges that Truveris will use and rely upon the accuracy of the Claim files supplied by or on behalf of Client. Client agrees that it, or its Designee, shall provide all data, information, and reporting in order for Truveris to provide the Services and for Truveris to validate accurate Claims count. Client will fully support and assist Truveris in efforts to obtain Claims data and other supporting documentation needed to provide the Service; Truveris will not be liable for any delay in the implementation or failure to perform the Service due to a lack of accurate, complete, and/or current Claims data.
- Client acknowledges that Services provided by Truveris: (i) are not provided in the course of and does not create or constitute an attorney-client relationship, (ii) are not intended to convey or constitute legal advice, (iii) are not a substitute for obtaining legal advice from a qualified attorney; and, (iv) are not recommendations or independent determinations regarding benefits coverage or need.
- Should the Client elect to change Designee after the first year of this Agreement, Client may elect to continue the Services with the new Designee. Client agrees that it shall coordinate and work with Truveris, and the new Designee to satisfy those actions and/or procedures necessary for the proper data, documentation and payment to be provided to Truveris.

4. **APPOINTMENT OF Broker** Client further authorizes Truveris to share Client Confidential Information with Broker listed above until Client notifies Truveris in writing that such authorization has been revoked. Client will provide at least thirty (30) days prior written notice to Truveris if at any time Client changes or terminates the appointment of Broker. If applicable, so long as Broker is appointed as Client's agent (i.e., broker of record), Truveris may remit payment of a portion of the Fees collected by Truveris hereunder to Broker, provided that Truveris shall have the right to retain any such Fees upon termination of Broker agency status.

5. **AMENDMENTS** Any change to this SOW shall be documented in a written amendment mutually agreed upon and executed by the Parties (an "Amendment"). Each Party acknowledges that an Amendment may necessitate a change in the delivery schedule and/or fees due under the applicable SOW. No Amendment will be binding upon either Party until it is signed by the authorized representatives of both Parties. Each SOW and Amendment will be governed by the terms of this SOW and MSA.

6. **COUNTERPARTS /ELECTRONIC RECORDS AND SIGNATURE** This SOW may be executed in two or more counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same SOW. The counterparts of this SOW may be executed and delivered by email, portable document format (.pdf), or other electronic signature by any of the Parties to any other Party and the receiving Party may rely on the receipt of such document so executed as if the original had been received and is the legal equivalent of a manual signature on this SOW. The Parties intend that federal and state laws validating their ability to form assent and commit electronically to be bound by the obligations described herein shall apply to this SOW to the fullest extent possible.

7. **BROKER LIABILITY** This Agreement may be deemed in full force and effective as a complete document when executed by Truveris and either of the i) Client; or ii) Broker. Absent Client's execution, Broker shall assume and perform all the responsibilities in place of the Client until following:

- a. Client affirmatively acknowledges and agrees to all the applicable rights and liabilities set forth in the SOW as if it were between Client and Truveris by executing this SOW along with Broker and Truveris' signatures below. By doing so the Client represents and warrants that it has fully read and understands this SOW.
- b. Client agrees to receive Services as they are specified in the SOW.
- c. Unless paid by its designee Client is responsibility for payment of fees due to Truveris (as applicable) pursuant to the SOW.
- d. Client acknowledges that Truveris has certain rights with respect to Client arising from Truveris' performance of the Services on behalf of Client, including but not limited to the right to enforce Client's payment obligations.
- e. So long as Broker is appointed as Client's agent (i.e., broker of record), Truveris may remit payment of a portion of the Fees collected by Truveris to Broker further described in SOW. Provided that Truveris shall have the right to retain any such Fees upon termination of Broker's agency status.

By signing below, each party agrees that:

- You have read, understand, and accept the MSA (www.truveris.com/truveris-msa), Business Associate Agreement (www.truveris.com/baa-agreement), and relevant Product Descriptions.
- You are authorized to sign and enter into this binding legal contract on behalf of the party you represent.
- The information provided above is accurate and complies with Client's business practices in making this purchase, including obtaining all necessary approvals to release the funds for this purchase.

TRUVERIS, INC.

CLIENT

By: _____
 Name: _____
 Title: _____
 Date: _____

By: _____
 Name: Suzanne Kellams
 Title: HR Director
 Date: 10-04-2021

BROKER

Corporate Sponsor Approval

By: Frank Weber
 Name: Frank Weber
 Title: Senior Vice-President
 Date: 9-23-2021

By: _____
 Name: _____
 Title: _____
 Date: _____



9/22/2021

Re: Authorization of Services by City of Foley (“Plan Sponsor”)

Please be advised that the Plan Sponsor on behalf of itself and Plan Sponsor’s benefit plan (the “Plan”) acknowledge and authorize certain services, payment and sharing of certain information within this letter. Plan Sponsor acknowledges it will, or has, contracted with a certain third party or parties for the administration of pharmacy benefit management services (collectively hereinafter will be referred to as “Administrator”) in connection with the Plan.

1. Plan Sponsor authorizes Truveris, Inc. (“Truveris”), to conduct one or more of the following services: a market check to compare Plan costs and services to similarly sized groups; to solicit, manage, facilitate, and evaluate proposals in order to evaluate aspects of the Plan; or to provide ongoing pharmacy claim review and analytics services for the Plan, (collectively hereinafter will be referred to as “Services”).
2. Plan Sponsor authorizes payment to Truveris for Services in accordance to the following:
The greater of (i) an Annual Minimum of \$6,667.00; for every year over the 3 year term (“Term”) or (ii) the Plan’s actual Claims multiplied by the Per Claim Fee, \$1.80 over the Term. The fees shall be invoiced as follows: (i) Annual Minimum upon award, and then every year thereafter during the Term; and (b) the actual Claims multiplied by the Per Claim Fee in excess of the Annual Minimum. Actual payment rates, calculations and timings may vary with Administrator, so as long as those calculations Total Fees remain with five (5%) percent of the Total Fees.

3. Plan Sponsor hereby directs and authorizes Administrator to pay the Consultant Fees to Truveris on behalf of Plan Sponsor and/or the Plan, as part of the administrative services provided by Administrator, until Plan Sponsor directs Administrator to cease payment. Plan Sponsor requests that the Consultant Fees be invoiced to the Administrator and paid by Administrator on behalf of Plan Sponsor and/or underwritten by the Administrator. Plan Sponsor authorizes payment of the Consultant Fees within thirty (30) days of Administrator’s receipt of invoice, provided Administrator receives payment of its administrative fees from Plan Sponsor. Plan Sponsor confirms that the Consultant Fees represents fair and reasonable compensation, commensurate with industry standards, for bona fide services provided by Truveris to Plan Sponsor in connection with Plan Sponsor’s administration of the Plan. The Consultant Fees were negotiated at arms’ length and does not violate any applicable law or regulation.

Plan Sponsor expressly agrees to the Business Associate Agreement (“BAA”) located at following link www.truveris.com/baa-agreement with Truveris and notifies and directs Administrator that: (a) Truveris is performing certain Services in connection with the management of Plan, and (b) in order to perform these services Truveris needs access to PHI relating to Plan, and Plan hereby authorizes Administrator to provide claims information and Plan documentation to Truveris.

Plan Sponsor:	City of Foley _____
By:	Suzanne Kellams _____
Title:	HR Director _____
Date:	10-04-2021 _____