
Alternative Sourcing Master Service Agreement (updated 1.2025)

THIS MASTER SERVICE AGREEMENT is made and entered into **as of January 1, 2025**, between RxValeT, LLC, (RxVALET) a company located in Georgia, and **City of La Crosse** ("CLIENT"). CLIENT has contracted with RxVALET to administer an Alternative Sourcing program for eligible members. CLIENT desires to engage RxVALET to manage Alternative Sourcing, and RxVALET desires to furnish such management services. In consideration of the mutual promises and agreements herein contained, the parties agree as follows:

I. SERVICES PROVIDED BY RxVALET:

- A. International Sourcing – RxVALET will utilize its best efforts to source medications from all sources including, but not limited to, Tier 1 International Partner Pharmacies, Domestic Specialty Pharmacy Partners and 340B Programs to achieve the optimal savings for CLIENT. RxVALET will work with the CLIENT to identify savings opportunities and promote our program to CLIENT members. All coordination between the member, physician and pharmacy will be handled by RxVALET. *(member participation is only necessary to confirm enrollment in our program, confirm delivery instructions, and to verify the change in pharmacy details with their doctor, if required by the doctor)*
- B. Provide product availability and estimated shipment time to CLIENT/Members, upon request.
- C. Provide CLIENT detailed utilization and cost saving reports on a mutually agreed upon cadence. Reporting and invoicing can be customized to meet CLIENT'S specific needs.

II. CONTRACT TERM AND TERMINATION

- A. Term. The initial term of this Agreement, subject to the termination provisions herein, shall be one (1) year, beginning as of the date first above written, or later as mutually agreed to by the parties. Following the initial term, this Agreement shall be automatically extended for successive periods of one (1) year unless either party gives written notice of termination, to the other, at least sixty (60) days prior to the expiration of the initial term or any extension.
- B. Termination for Cause. By either party with cause on sixty (60) days written notice to the other. Upon receipt of said notice, this Agreement shall terminate at the expiration of the then current term. In the event either party fails to perform any material obligations hereunder, the other party shall give written notice detailing such failure to such party. If the defaulting party does not cure defaulting obligation within a 30-day period, the non-defaulting party can terminate immediately.
- C. Termination without Cause. During the initial term, either party may terminate this agreement without cause by providing the other party no less than sixty (60) days written notice. The CLIENT will be responsible for the full amount of the charges due for the remainder of the term.

III. CHARGES

RxVALET Compensation. The CLIENT will be responsible for the cost of the medication. The cost of the medications is the CLIENT'S net delivered cost. **No additional PEPM or percent of savings fees will be charged by RxVALET.** RxVALET will invoice CLIENT or its designee bi-monthly as hereinafter provided. CLIENT or its designee shall reimburse and pay RxVALET in accordance with the selections made by the CLIENT below for invoiced claims. CLIENT shall not withhold payment for disputed

claims. Both parties agree to negotiate in good faith to resolve any disputed claims as quickly as possible.

Invoice Option: Client selects one of the following invoicing options (CLIENT initial one of the following options):

____ CLIENT Option – Under this option, RxVALET shall invoice CLIENT for all claims bi-monthly. CLIENT shall pay RxVALET for all claims invoiced via ACH transfer within ten (10) business days of receipt of the invoice.

X TPA/PBM Option – Under this option, RxVALET shall invoice TPA/PBM at CLIENT'S direction, for all claims bi-monthly. TPA/Vendor shall pay RxVALET for all claims invoiced via ACH transfer within fifteen (15) business days of receipt of the invoice

Payment Methodology. CLIENT or TPA/Vendor at CLIENTS's direction, shall initiate ACH transfers from CLIENT'S bank account to RxVALET's bank CLIENT custodial account in order to pay all amounts when due hereunder.

Failure to Pay

Failure to pay invoices by the next scheduled billing cycle will result in interest charged at 12% per annum for outstanding balances.

IV. CLIENT RESPONSIBILITIES

Within a reasonable time prior to the effective date of the PLAN, CLIENT will:

- A. Furnish to RxVALET a written statement listing the details of the PLAN.
- B. Provide RxVALET or its claims processor with eligibility information. CLIENT will work with RxVALET to assure that CLIENT'S eligibility data conforms to the software system at RxVALET and will see that updates are immediately provided to RxVALET as they occur. Retroactive terminations will not relieve CLIENT from paying for claims incurred prior to the notification date of the termination.
- C. Provide RxVALET access to daily pharmacy accumulator files, utilization reports and pharmacy prior authorizations as needed.
- D. Mutual Support. CLIENT agrees to work with RxVALET in regard to all aspects of the Alternative Sourcing Program. CLIENT will assist in communicating with PLAN members their participation responsibility in working with RxVALET.

V. LIMITATION OF LIABILITY

A. General. Neither party shall be liable for failure to perform hereunder (except for nonpayment) if such failure is due to any causes or conditions beyond its control which shall include, but shall not be limited to; acts of God or of the public enemy, acts of the Government in epidemics, quarantine restrictions, strikes, shortages of labor or materials, operational failures, freight embargoes, unusually severe weather, electrical power failures, or other similar causes beyond such party's control, and such party shall have no liability for losses, expenses, or damages, ordinary, special, or consequential, resulting directly or indirectly from such causes.

B. Indemnity. Except as set forth above, RxVALET and CLIENT shall indemnify and hold each other harmless against and from any and all liability, losses, damages, claims, or costs due to or arising out of any personal injury or death or property damage caused by or resulting from the activities and operations of each party; except that this indemnity shall not apply with respect to any suits, claims, demands, or costs arising from any willful or intentional act or omission of either party. Noting in this Agreement is intended or shall be construed to be a waiver or estoppel of CLIENT, or its insurer (or otherwise affect or alter their ability) to rely upon the limitations, defenses and immunities contained within Wis. Stat. §§ 345.05 and 893.80, or other applicable law. To the extent that indemnification is available and enforceable against CLIENT, CLIENT or its insurer shall not be liable in indemnity, contribution, or otherwise for an amount greater than the limits of liability of municipal claims established by applicable Wisconsin or federal law. The parties represent that, as of the effective date, neither party has any notice or knowledge of any claims, demands, liabilities, damages, costs and expenses asserted or threatened by any third party with respect to the matters contemplated in this Agreement. Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of the CLIENT have any personal liability arising out of this Agreement, and Anthem shall not seek or claim any such personal liability.

VI. MISCELLANEOUS

A. Governing Laws. This Agreement shall be governed by the laws of the State of Wisconsin. The provisions of this Agreement shall bind and inure to the benefit of the parties listed and their heirs, legal representatives, successors, and assignees.

B. Confidentiality. Unless otherwise provided by law, all information, including pricing, contained in, or resulting from this Agreement is confidential and shall not be disclosed to parties other than representatives of RxVALET Services, CLIENT, and RxVALET contracted agents. RxVALET and its employees shall comply with all state and federal medical record disclosure restrictions. The parties agree that they have entered into a Business Associate Agreement herein to evidence their compliance with the provisions of the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA") Privacy and Security Standards, protecting patient confidentiality.

C. Assignment. This entire Agreement may be assigned by RxVALET or CLIENT to another person or entity but only with prior written consent of the other party, which consent shall not be unreasonably withheld. Any assignment will not relieve the assignor of its obligations hereunder.

D. Entire Agreement. This Agreement shall constitute the entire Agreement between the parties with respect to the subject matter hereof, superseding all other verbal and/or written agreements.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective as of the day and year first above written.

By: _____

Rebecca Franzen
Human Resource Director

Date



City of La Crosse

By: _____

Gregory P. Santulli
CEO
RxValet, LLC

Date

1580 Atkinson Road, Lawrenceville, GA 30043

855 798 2538 – Customer Care

info@MyRxValet.com

www.MyRxValet.com

Rx VALET
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