

MEDICATION REIMBURSEMENT MANAGEMENT AGREEMENT

THIS MEDICATION REIMBURSEMENT MANAGEMENT AGREEMENT (the “Agreement”), made and entered into effective the 1st day of January, 2026 (“Effective Date”), by and between PAYER MATRIX, LLC, a Delaware limited liability company with business offices located at 1400 N. Providence Road, Building 2, Suite 5000, Media, PA 19063 (“Company”) and KOOTENAI COUNTY, an Idaho municipal agency with offices located at 451 Government Way, Coeur d'Alene ID, 83814 (“Client”).

BACKGROUND

WHEREAS, Company offers patient advocacy to plan sponsors to assist their participants in accessing cost containment programs for prescription drugs and other services; and

WHEREAS, Client desires to engage the Company to make available its services to Client’s plan sponsors and plan participants; and

WHEREAS, Client and Company are willing to establish a business relationship on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and intending to be legally bound, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. Scope of Services. Company shall provide certain drug or medication management services on behalf of Client and its prescription drug plan sponsors and plan participants as more specifically described in Schedule A hereof which is incorporated by reference herein and made a part of this Agreement (the “Services”).
2. Obligations of Client. Client shall be obligated to provide the services and/or perform the duties set forth on Schedule B hereof which is incorporated by reference herein and made a part of this Agreement (the “Obligations”).
3. Payment. Client shall pay Company for the Services performed at the rates specified in Schedule C. Company shall submit monthly invoices to Client for Services performed during the month. Client shall make payment of all undisputed invoices as provided in Schedule C. The parties agree that the compensation provided herein is consistent with fair market value in arm’s length transactions.
4. Term and Termination.

4.1 The initial term of this Agreement shall be for a period of three (3) years from the Effective Date, and thereafter the term shall automatically renew for consecutive one (1) year terms unless either party, upon sixty (60) days written notice prior to the end of the then

current term, informs the other party of its intention to terminate the Agreement at the end of the current term.

4.2 Either party shall have the right to terminate this Agreement at any time, without cause, upon sixty (60) days written notice. After the termination date, Company shall have the right to continue to bill for Services for any patient financial assistance program that was initiated during the term of the agreement. Company may bill for these Services through the term/expiration of the patient financial assistance program or the end of the calendar year, whichever occurs last. Company will cooperate on a reasonable basis to facilitate a smooth transition of the Services to the Client or to another person or entity designated by the Client. Company shall be entitled to its fees for all Services performed by the Company. The Business Associate Agreement will remain in force while remaining patient financial assistance programs are expiring during the continuum of Services. Company will provide Client a list of patient financial assistance programs in place and their expiration date prior to the termination date.

4.3 Either party may give the other party written notice of a material default of this Agreement. If the defaulting party has not cured the default within thirty (30) days from the date such notice is sent, the Agreement may be terminated immediately at the option of the non-defaulting party upon written notice to the breaching party.

4.4 Either party may terminate this Agreement, effective immediately upon the giving of written notice, if the other party (i) suspends or discontinues its business operations; (ii) files or has filed against it a petition in bankruptcy which is not dismissed within sixty (60) days of filing, or is adjudicated bankrupt; (iii) makes a general assignment for the benefit of its creditors; or (iv) voluntarily or involuntarily dissolves or has a receiver, trustee, or other court officer appointed with respect to its property which is not dismissed within sixty (60) days of appointment.

5. Confidentiality.

5.1 Both parties mutually recognize and acknowledge that all business information, participant information, proprietary files, records, analyses, compilations, studies or opinions, financial statements, customer lists, lists of business acquaintances, processes, techniques, services, intellectual property, programming, techniques of application, concepts, purchasing, accounting, marketing, selling, recording of any activity disclosed to each other in connection with Company's performance under this Agreement are confidential information. Both parties shall keep in strict secrecy and confidence all information that each party assimilated or obtained or to which either party had access during the term of this Agreement for any reason or purpose without the prior written consent of the other party. These terms and conditions shall survive the termination of this Agreement.

5.2 Each party shall keep confidential all information relating to billing and financial information with respect to the Client, except to the extent reasonably needed to facilitate the Services to be rendered under this Agreement or as required by law.

5.3 Each party shall comply with all applicable federal and state statutes,

regulations, and rules relating to privacy and confidentiality of protected health information.

5.4 Each party shall be relieved of all obligations under Section 5.1 regarding Confidential Information which: (i) was known to receiving party prior to receipt hereunder as set forth in written records, (ii) at the time of disclosure to receiving party was generally available to the public, or which after disclosure hereunder, becomes generally available to the public through no fault of the receiving party, or (iii) is hereafter made available to receiving party from any third-party having a right to do so, or (iv) is required by law, regulation, subpoena, or judicial or governmental order to be disclosed, provided the receiving party shall notify the disclosing party prior to any such disclosure to permit disclosing party to oppose such disclosure by appropriate legal action.

5.5 Nothing herein shall be construed as giving receiving party any license, right, title, interest in or ownership of the Confidential Information. Upon request by a disclosing party, after termination of the Agreement or upon the completion of all Services required by the Agreement, receiving party shall return the Confidential Information to the disclosing party, provided however that if such Confidential Information is stored in back-up systems by such receiving party that is not readily accessible for return or deletion, such receiving party may maintain one copy in such database for which the confidentiality obligations hereunder shall continue regardless of expiration or termination of this Agreement.

6. Compliance with Laws. Each party agrees to perform its obligations hereunder in compliance with all then applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 and its related regulations, as amended (“HIPAA”) and the Employee Retirement Income Security Act of 1974, as amended (“ERISA”). Attached hereto as Schedule D is Company’s compliance with the notice requirement set forth in Section 408(b)(2) of ERISA. Company shall promptly make any changes to the Services necessary to comply with any changes in any federal (e.g. HIPAA), state, or local laws, rules, or regulations at no additional charge to Client, and Client agrees to fully cooperate with Company with respect to the preparation and execution of any amendments to this Agreement as may be required as result of a change in any federal (e.g. HIPAA), state, or local laws, rules, or regulations.

7. HIPAA Compliance. In connection with the provision of the Services provided hereunder, Company may have access to certain protected health information as defined by HIPAA. Company agrees to execute and comply with the HIPAA Business Associate Agreement attached hereto as Exhibit A, which is hereby incorporated by reference. This Section 7 shall survive the termination of this Agreement.

8. Debarment/Other Sanctions.

8.1 Company hereby certifies that it has never been debarred or sanctioned with respect to conduct involving a Federal Health Care Program (as defined in 42 U.S.C. § 1320a-7b(f)), including, but not limited to, the federal Medicare or a state Medicaid program, or debarred, suspended, excluded, or otherwise declared ineligible from any Federal agency or program. In the event that during the term of the Agreement the Company (i) becomes debarred,

suspended, excluded, sanctioned, or otherwise declared ineligible from any Federal agency or program, or (ii) receives notice of an action or threat of an action with respect to a debarment, suspension, exclusion, sanction, or ineligibility, Company agrees to immediately notify Client of such occurrence. Company also agrees that in the event that it becomes debarred, suspended, excluded, sanctioned, or otherwise declared ineligible from any Federal agency or program, it shall immediately cease providing any and all Services required to be performed pursuant to the Agreement.

8.2 Company hereby certifies that it has not and will not use in any capacity the services of any individual, corporation, partnership or association which is listed on the DHHS/OIG List of Excluded Individuals/Entities or the General Services Administration's Listing of Parties Excluded from Federal Procurement and Non-Procurement Programs. In the event that Company becomes aware of the debarment, suspension, exclusion, sanction, or ineligibility from any Federal agency or program, or threatened debarment, suspension, exclusion, sanction, or ineligibility from any Federal agency or program of any individual, corporation, partnership or association providing services to Company which directly or indirectly relate to the Services performed by Company pursuant to the Agreement, Company shall notify Client immediately and shall terminate its relationship with said individual, corporation, partnership or association. Upon the receipt of such notice by Client or if Client otherwise becomes aware of such debarment, suspension, exclusion, sanction or ineligibility, Client shall have the right to terminate this Agreement pursuant to the provisions of Section 4.

9. Independent Contractor Status.

9.1 It is understood and agreed that the Services of Company have been and will be rendered as an independent contractor and not as an employee, agent, or representative of Client. In this regard, neither Company nor any of its employees or agents shall be deemed for purposes of this Agreement to be employed by Client for purposes of any tax or contribution levied by the Federal Social Security Act or any corresponding state law with respect to employment or compensation for employment, and Company will file all forms and pay all taxes and other amounts required of an independent contractor.

9.2 Company shall have complete control over its method of providing Services, subject to the requirements of this Agreement and applicable law. Client will not exercise direct or implied authority over Company in its work nor shall it have supervisory power over Company or any of its employees or agents, other than to assure Company's adherence to the terms of this Agreement. Neither party shall have any responsibility for, or liability as a result of, any action, inaction, error or omission by the other.

10. Insurance. Each party will maintain, for the duration of this Agreement, appropriate insurance, from a reputable insurer in such amounts and covering such risks as is adequate for the conduct of its business and the value of its properties and as is customary for companies engaged in similar businesses in similar industries, that it reasonably believes will be adequate to cover its obligations hereunder. Upon request, each party will provide to the other

party a certificate of insurance showing that such insurance is in place. If self-insured, a party will supply a document stating that all insurance required under this Agreement is in force, such certification or documentation shall indicate any deductible and/or self-insured retention.

11. Indemnification.

11.1 Company agrees to indemnify and hold Client, its trustees, administrators, officers, directors, employees and agents harmless from any and all losses, reasonable costs, claims, demands, judgments and liability (including reasonable attorneys' fees) resulting from the performance of Company, its officers, directors, employees and agents under the Agreement, except to the extent that such losses, costs, claims, demands, judgments or liability are due to the gross negligence or intentional wrongful acts of Client.

11.2 Client agrees to indemnify and hold Company, its officers, directors, employees and agents harmless from any and all losses, reasonable costs, claims, demands, judgments and liability (including reasonable attorneys' fees) resulting from the performance of Client, its trustees, administrators, officers, directors, employees and agents under this Agreement, except to the extent that such losses, costs, claims, demands, judgments or liability are due to the gross negligence or intentional wrongful acts of Company.

11.3 Any party seeking indemnification pursuant to this Section 11 (the "Indemnitee") shall notify the party from whom indemnification is sought (the "Indemnitor") of Indemnitee's notice of any claim, proceeding or investigation. Such notice shall (i) be in writing, (ii) be delivered to Indemnitor within ten (10) days of the date Indemnitee receives notice of such claim, proceeding or investigation, and (iii) indicate the nature and basis of the claim, proceeding or investigation. The Indemnitee shall cooperate in the defense of such claim, proceeding or investigation, subject to reimbursement by the Indemnitor for all reasonable out-of-pocket expenses. The indemnification set forth in Sections 11.1 and 11.2 shall include amounts paid in settlement; provided, however, that no such settlement shall be entered into without the consent of each party, which consent shall not be unreasonably withheld.

12. Limitation of Damages. Neither party shall be liable for consequential or punitive damages whatsoever (including, without limitation, special, incidental, or indirect damages, whether for personal injury, loss of profits or compensation, business interruption or otherwise), in arbitration or in a court, whether or not foreseeable, except for a default of the Confidentiality provisions of Section 5 hereof, which shall permit either party to seek any and all legal or equitable remedies, including injunctive relief.

13. Access to Records. Until the expiration of six (6) years after the furnishing of the Services provided under this Agreement, both Company and Client will make available to the Secretary, U.S. Department of Health and Human Services, and the U.S. Comptroller General, and their representatives, this Agreement and all books, documents, and records necessary to certify the nature and extent of cost of the Services.

14. Arbitration. In the event of a dispute between the parties regarding this Agreement, the parties shall first attempt to resolve such dispute through amicable discussion. In

the event the parties are unable to resolve such dispute through discussion, the parties shall proceed to binding arbitration within thirty (30) days or longer if the parties mutually agree, and such arbitration shall be administered by the American Arbitration Association pursuant to its Commercial Arbitration Rules and Procedures. The arbitration award shall be final and binding regardless of whether one of the parties fails or refuses to participate in the arbitration and it shall be enforceable by any court of competent jurisdiction. The fees charged by the American Arbitration Association and by the arbitrator shall be divided equally by the parties. All other expenses related to the arbitration shall be borne by the party that incurs the expense.

15. Force Majeure. Each party shall be excused from performance under this Agreement (except with respect to the payment of monies) for any period and to the extent that it is prevented from performing any action, in whole or in part, as a result of delays beyond its reasonable control caused by the other party or by an act of God, war, civil disturbance, court order, labor dispute, third party nonperformance, or other cause beyond its reasonable control, including without limitation, failures or fluctuations in electrical power, heat, light, air conditioning or telecommunications equipment. Such nonperformance shall not be a default or a ground for termination of this Agreement. Each party shall endeavor to promptly remedy the cause of any such nonperformance.

16. General Provisions.

16.1 This Agreement shall constitute the entire agreement of the parties hereto as of the Effective Date. It may not be changed orally, but only by agreement in writing signed by both parties.

16.2 All parties to this Agreement specifically agree to act in good faith in interpreting this Agreement and in carrying out their respective duties and obligations hereunder.

16.3 Because each party has participated fully in the drafting and preparation of this Agreement, the Agreement shall not be construed more strongly against either party.

16.4 Unless otherwise expressly provided in this Agreement, all rights, obligations and other terms and conditions specifically stated in this Agreement shall survive the execution of this Agreement.

16.5 If any one or more of the provisions contained in this Agreement for any reason are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

16.6 This Agreement shall be binding on the parties and their respective successors and assigns. Neither party may assign its rights or delegate its rights or delegate its material obligations under this Agreement without the prior written consent of the other party.

16.7 Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (i) by personal delivery,

when actually delivered; (ii) by overnight courier, upon written verification of receipt; or (iii) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth above or to such other address as either party may provide in writing.

16.8 This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of Delaware.

16.9 If a party hereto waives any term, provision or the other party's breach of this Agreement, such waiver shall not be effective unless it is in writing and signed by that party. No waiver by a party of a breach of this Agreement shall constitute a waiver of any other or subsequent breach by either party.

16.10 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by electronic transmission of documents in "pdf" or other electronic format constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of originals for all purposes. Signatures of the parties transmitted by electronic transmission of documents in "pdf" or other electronic format will be construed as the parties' original signatures for all purposes.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the above-mentioned day and year.

COMPANY:

CLIENT:

PAYER MATRIX, LLC

KOOTENAI COUNTY

By: *Jennifer Hoefner*
Name: Jennifer Hoefner, RPh.
Title: CEO

By: _____
Name: Bruce Mattare
Title: Chairman, BOCC

SCHEDULE A

Program Description and Scope of Services

1. Program Description.

(a) Company offers certain services which address prescription drug costs by dealing directly with the financial assistance programs offered by manufacturers and accessing various grant programs and other related services (the “Program”).

(b) Company offers certain services by which it will facilitate processing of the prescription through a third-party adjudication platform.

2. Scope of Services. The Company shall provide the Services as described below to Client’s plan participants who have elected the Services and are identified by Client to be eligible for prescription drug benefits (each a “Program Enrollee” and collectively, “Program Enrollees”). The Services shall include:

(i) providing enhanced reimbursement services for certain prescription drug products that require (a) a difficult or unusual process of administration to Program Enrollees, (b) mandated Risk Evaluation and Mitigation Strategy (“REMS”), (c) enhanced data collection efforts, (d) patient management services that are enhanced beyond the normal practice of pharmacy, (e) products used in the treatment of rare diseases, (f) specific patient training or side effect management, and (g) may cost greater than \$670 per 30-day supply (collectively, “Prescription Drugs”);

(ii) facilitating the initial and on-going enrollment of Program Enrollees in cost containment programs with active prescription orders for Prescription Drugs listed on the Prescription Drug List (“PDL”);

(iii) confirming shipment and receipt of prescriptions for Prescription Drugs listed on the PDL provided to Program Enrollees under the Program;

(iv) providing instructions to specified pharmacy(s), as designated by financial assistance programs, to coordinate cost containment program prescription dispensing on behalf of Program Enrollees;

(v) providing sufficient information to Client to support reconciliation of fees, including the provision of (a) Program Enrollee utilization activity, (b) plan, cost containment, and Program Enrollee payment values, and (c) Cost Avoidance;

(vi) engaging with Client’s vendors, PBM, and Program Enrollees in coordination with Client to resolve issues that may affect Program Enrollees’ access to Prescription Drugs; and

(vii) providing recommendations to Client thirty (30) days prior to each calendar quarter for additions and deletions of Prescription Drugs on the PDL.

SCHEDULE B

Client Obligations

Client shall be responsible for complying with the following obligations and/or contractual responsibilities:

- Prior to the commencement of Services, Client will undertake actions to establish that Client's plan design adheres to the needs of the Program and shall provide notification to its plan participants consistent with the notice requirements under its plan documents and all applicable laws and regulations governing Client's plans, informing its participants of the change in medications benefits.
- Client will provide Company with eligibility files prior to commencement of Services and thereafter on an on-going basis as required for Company to adequately perform Services.
- Client or its contracted claim manager will provide Company with electronic rejected claims files from the pharmacy benefit manager on a daily basis.
- Prior to the commencement of Services, Client will designate a point of contact and contact information for such designated person for administrative purposes, including but not limited to overseeing override requests as well as addressing any other issues arising from the provision of Services hereunder.
- Client agrees to make available to Company all records necessary for performing the Services hereunder. The Client will communicate with Company, in a timely manner, as reasonably necessary for Company to perform the Services hereunder, provided that all such communications between the parties will be in writing.
- In the event of a disputed invoice, Client shall notify Company within twenty (20) days of receipt of invoice that it disputes the accuracy or appropriateness of such invoice and specify the particular respects in which such invoice is inaccurate or inappropriate. Client shall pay for all undisputed items and any remaining disputed items shall be resolved in a timely and efficient manner. The Parties agree that meetings shall be convened between the appropriate Client and Company personnel to resolve disputes, and if no resolution has been reached within fifteen (15) days of notification, a meeting will be scheduled between senior management of both Parties. If disputes cannot be resolved within thirty (30) days, the Parties will be bound by the provisions set forth in Section 14.

SCHEDULE C

Fee Schedule

1. Calculation of Cost Avoidance Fee.

Company, in consideration for Company providing the Services, shall receive a payment (“Cost Avoidance Fee”) equal to twenty-five percent (25%) of the Cost Avoidance (as defined below) amount to Client for drugs sourced through financial assistance programs, less an additional one-third ($\frac{1}{3}$) discount applied to any invoice reflecting the Prime Therapeutics, LLC passthrough administrative fee. By way of example:

Cost Avoidance Basis = \$100
Company Fee - \$25
Prime Passthrough – (\$8.25)
Net Amount Due Company = \$16.75

Notwithstanding the above, the Cost Avoidance Fee for any individual participant of the Client for each Prescription Drug may not exceed Seventy-Five Thousand (\$75,000) Dollars per calendar year.

Company, in consideration of providing the Services set forth in 1(b) of Schedule A, will issue an invoice to Client for any prescription processed by the third-party adjudication platform, known as the Passthrough Fee.

Company will receive a Cost Avoidance Fee equal to ten percent (10%) for any other non-financial assistance vendor programs.

2. Payment of Compensation.

Cost Avoidance Fee payments shall be due and payable monthly, for the previous months' Cost Avoidance. Each month is based upon the calendar month. Payments shall be due and payable thirty (30) days after the invoice date. Cost Avoidance Fee payments shall begin at the close of the monthly period in which the Services were first rendered by the Company to Client's participants under the Program. Any payment not paid by Client to the Company within thirty (30) days shall bear interest of 1.5% per month of any amounts due.

Passthrough Fee shall be due and payable fifteen (15) days after the invoice date.

3. Definitions.

For purposes of this Schedule C, the following definitions apply:

(i) “Cost Avoidance” is defined as the Net Avoidance Amount per prescription fill of Prescription Drugs (as defined in Schedule A), on a monthly basis.

(ii) “Net Avoidance Amount” is calculated by subtracting the First Data Bank Average Wholesale Price per prescription of Prescription Drugs less fifteen percent (15%).

(iii) “Passthrough Fee” is the amount due for prescriptions processed through the third-party adjudication platform.

SCHEDULE D

Company Guide to Services and Compensation

This Notice is a guide to important information that you should consider in connection with the services to be provided by Payer Matrix, LLC (“Company”) under the Medication Reimbursement Management Agreement (the “Agreement”).

For background, the Employee Retirement Income Security Act of 1974, as amended (“ERISA”) imposes various duties and responsibilities on plan sponsors and fiduciaries of employer-sponsored benefit plans. As part of those duties and responsibilities, plan fiduciaries should consider fees and expenses, among other things, when selecting brokers or consultants that provide services to the plan in order to determine the reasonableness of the arrangement and qualify for the statutory prohibited transaction exemption found at Section 408(b)(2) of ERISA.

Company is providing this Notice to the responsible plan fiduciary of the plan that is the subject of this Agreement. This Notice is intended to meet the requirements of Section 408(b)(2) of ERISA (as amended by the Consolidated Appropriations Act, 2021), to inform you of the services and compensation that Company, in the capacity of a covered service provider, will expect to receive for providing its services under the Agreement.

Should you have any questions concerning this Notice or our services or compensation in general, please contact Jennifer Hoefner, CEO at Jennifer.Hoefner@payermatrix.com.

Information	Location
A description of the services that Company will provide to your plan.	[Schedule A of the Agreement.]
A statement concerning the services that Company will provide as a fiduciary to your plan.	Not applicable because Company is not a fiduciary to your plan.
Compensation Company will receive from your plan.	[Schedule C of the Agreement.]
Compensation Company will receive from other parties that are not related to your plan (“ <u>Indirect Compensation</u> ”).	Not applicable because Company does not receive any Indirect Compensation.
Compensation that will be shared with Company’s affiliates or subcontractors.	Not applicable because Company does not share any compensation with its affiliates or subcontractors.
Compensation Company will receive if you terminate the Agreement and how any prepaid amounts will be calculated and refunded upon termination.	Not applicable because Company does not receive any compensation in connection with the termination of the Agreement and does not receive any prepaid amounts.

EXHIBIT "A"