

EXHIBIT A

STATEMENT OF WORK #1

This Statement of Work # 1 (“SOW”), effective as of August 1, 2025, is by and between **Remedy Analytics, Inc.** and its Affiliates (“Remedy”) and **Township of Union Public Schools** (“Customer”). This SOW is entered into by Remedy and Customer pursuant to that certain Master Services Agreement between them with an effective date of August 1, 2025 (“Agreement”). Capitalized terms used herein but not otherwise defined shall have the meaning ascribed to them in the Agreement. Remedy shall provide, but is not limited to, the following Services and materials identified below to Customer under this SOW.

I. List of Core Services:

- 1. PBM Contract Review and Price Performance**
- 2. PBM Procurement: Request for Proposal**
- 3. Market Checks**
- 4. Consulting Services**
- 5. Annual Discount Validation Audit**
- 6. Claims Management and Managed PharmaLogic® Platform Data Access**

II. Description of Core Services:

1. PBM Contract Review and Price Performance

A. Conduct the Remedy Analytics proprietary baseline PBM contract review and price performance analysis of the current PBM program utilizing PharmaLogic® technology and the Remedy team.

- a. Detailed baseline results presentation delivered after receipt of the current prescription claims and contract
- b. Collect the prior 12 months of claims data feed from Customer’s current PBM vendor
- c. Collect the current PBM agreement and all addendums, including a plan design summary and clinical program list
- d. Analyze claims to identify actual fees and discounts as compared to the contractually stated fees and discounts
- e. Digest and analyze 100% of the de-identified prescription claims to be received in the standard PBM format to establish the current baseline
- f. Detail and identify the savings achieved due to the elimination of the artificially inflated discount by linking and quantifying actual claims to the flaws in the current PBM contract
- g. Identify and project total savings that a market-check RFP could achieve

2. PBM Procurement utilizing Remedy’s proprietary PharmaForecast analysis tool

A. Lead a PBM procurement with the incumbent PBM and selected PBMs (if needed)

- a. Design Customer-specific Request for Proposal (“RFP”) (if needed after working with incumbent)
- b. Provide insight to current marketplace dynamics and potential PBM partners for Customer
- c. Leverage Remedy’s proprietary methodologies and proprietary RFP framework (“Remedy RFP Framework”) (if needed)
- d. Manage RFP vendor selection and RFP distribution (only if incumbent isn’t competitive)
- e. Manage RFP discussion with the incumbent and additional PBM(s) (only if needed per above)
- f. Manage overall RFP process, distribution, finalization and recommendations to Customer (as above)

- g. Lead PBM pricing negotiations, including contract language review resulting from RFP (as above)
- h. Quantitative and qualitative financial and services analysis leveraging the Remedy RFP Framework to score, rank and evaluate bidders (only if needed)
- i. Vendor transition assistance (if necessary)
- B. Remedy reserves the right to charge additional fees for PBM procurements with more than 4 PBM bidders and/or PBM procurements that occur more than once every three years

3. Market Checks:

A. On-going Market Checks according to schedule outlined in the newly negotiated PBM Agreement over the Term of this Statement of Work

- a. Analysis of PBM offer and comparison to the marketplace
 - i. Analyze proposal based on Customer's drug spend and financial requirements
 - ii. Qualitative review and analysis of PBM proposed key elements and caveats of the offer
 - iii. Compare Customer's current pricing to available pricing in the marketplace
 - iv. Calculations are trended to align with the remaining duration of the PBM contract, as agreed upon in writing by Customer. Remedy Analytics' proposed financial terms and rates are trended individually for inflation, drug/therapeutic mix and utilization based on actual client utilization data
 - v. Oversight of the implementation of new contract components and new financial terms

4. Consulting Services

A. Professional Clinical Services utilizing PharmaLogic® and PBM Vendor Management Support

- a. Act as Customer's PBM liaison as an advocate to escalate issues within PBM organization for expedited resolution (as necessary)
- b. Provide access to professional resources including pharmacists, actuaries, analysts, and consultants for client specific targeted plan design, clinical program, value-based pricing, formulary and prior authorization strategy
- c. Analyze PBM clinical program offerings, and provide recommendations
- d. Plan/participate in an annual meeting on date mutually determined with the Customer and PBM as requested by Customer
- e. Provide [Broker] with industry updates, education, and key insights into the evolving pharmacy benefits industry periodically throughout the year
- f. Provide consultative advice on best practices, strategies, and opportunities to increase the value of the pharmacy benefit

5. Annual Discount Validation Audit

Annual Validation Audit: Claims Management

- a. Conduct annual discount and dispensing fee validation
- b. Produce a detailed validation report listing all key contractual guarantees and PBM's performance for each price component

6. Claims Management and Managed PharmaLogic® Platform Data Access

A. Claims management conducted using PharmaLogic®

- a. 100% of claims incurred by the pharmacy plan through the PBM to be monitored using PharmaLogic®
- b. Clinical reporting using actionable Data trending and modeling

- c. PharmaLogic® Actionboards to be delivered up to 2 times per year as requested by Customer
- d. Lead Data collection efforts with the PBM to confirm file requirements are identified in writing with specific file formats, timeframes, and transmission protocol
- e. Ongoing validation of claim processing in accordance with contractual terms
- f. Identify actionable trends using data

Additional services related to analysis of Customer Material and Data may be provided.

III. **Term:** Agreement will end on the later of 6/30/28 or the termination date of any new PBM agreement resulting from this SOW, unless otherwise agreed upon in writing between the parties. Any termination will not relieve Customer of its obligation to pay all fees from current or previously completed Services. Neither termination of this SOW nor Customer's request to waive any Services provided by Remedy under this SOW will relieve Customer of its obligation to pay all charges listed in the Fees section.

IV. **Customer Responsibilities:** Customer will provide authorization to the PBM to supply Remedy with the requested information and data in standard PBM format, including but not limited to:

- A. PBM contract and any applicable addendums and/or amendments
- B. Monthly and annual pharmacy benefit claim data files in a standard format which includes all fields and data elements required by Remedy to perform Services listed within this Statement of Work
- C. Plan design details and benefit information
- D. Operational clinical programs
- E. Any additional information and data as reasonably required to perform the Services outlined herein

V. **Data:** Customer shall own all Data. Customer grants to Remedy a non-exclusive, royalty-free, perpetual, irrevocable, transferable, fully paid-up, worldwide right and license to use, reproduce, display, modify, transmit and/or distribute the Data in an anonymous form for analysis, benchmarking, reporting, and for any other Remedy business purpose.

VI. Fees:

Customer to choose one of the two following options for service fees prior to signing the SOW:

- ☐ **OPTION #1 (Fixed Fee):** Fees shall be billed at a rate of \$____ per ****[PICK ONE: claim, member per month, employee per month, month] All fees are due within 30 days of invoice date }. ****
- ☐ **OPTION #2 (Percent of Savings Fee):** Fees will be invoiced to the Customer a fee equivalent to 20% of the unit cost savings calculated from the Customer's newly negotiated PBM agreement as outlined in the example set forth below as Exhibit 1 over the Term of this Agreement. Remedy's fees shall be subject to reconciliation which shall be completed after the corresponding annual audits are finalized, to confirm that it is being paid the equivalent of 20% of the unit cost savings (as described above) at a rate of either \$X per claim, member per month, employee per month, or monthly paid by the Customer. After the results of such reconciliation are presented to Customer at the end of the Term, either Remedy or Customer, as the case may be, will make a payment to the party owed funds based on the reconciliation within 45 days. In the event Customer terminates early, no reconciliation will be required

Customer to choose one of the two following options for invoice methods prior to signing the SOW:

Customer has the option to pay the fees directly to Remedy, or to have the fees invoiced to the Customer by the PBM and the PBM will then remit the payment to Remedy according to their standard invoice schedule. Should the PBM be unwilling or unable to collect and remit Remedy's fee, Customer will be invoiced directly from Remedy.

- ☐ **OPTION #1:** Remedy to bill Customer directly. All fees are due within 30 days of invoice date.
- ☐ **OPTION #2:** PBM to invoice fees to Customer and then PBM will remit the payment to Remedy according to their standard invoice schedule.

Exhibit 1: Customer's Savings Calculation

The baseline and savings will be calculated according to the following methodology. The 2024 baseline rates (i.e., discounts, fees, and rebates) were calculated and established from Customer's actual 2024 claim performance as illustrated in Exhibit 1 below using the Remedy PBM contract methodology and are set for the Term of this Agreement. Savings are calculated based on full year actual claims, though estimated savings will be calculated prospectively and assessed quarterly based on projected claims spend (Average Wholesale Price) and claim counts, and reconciled at the end of the Term once actual claims spend (Average Wholesale Price) and claims counts for the year are complete which shall be completed after the corresponding annual audits are finalized. The category into which a given drug is allocated and used in the baseline will be consistent with the structure and logic outlined in the new PBM agreement. The savings baseline is calculated from the current PBM's 2024 contract language and 2024 baseline rates with the then-current claims spend (Average Wholesale Price) and claims counts, as compared against the new PBM agreement rates for future periods.

Exhibit 1

Year 1 savings calculation example for 2025: for illustrative purposes only, not based on Township of Union Public School's actual claims

Discounts from AWP	Baseline rates for 2024	Negotiated for 2025	Difference	2025 projected AWP	Baseline spend*	Actual spend	Savings
Retail generic	61.42%	75.00%	13.58%	\$5,850,735	\$2,257,214	\$1,462,684	\$794,530
Retail brand	16.27%	16.50%	0.23%	\$6,869,703	\$5,752,002	\$5,736,202	\$15,800
Mail generic	67.25%	80.50%	13.25%	\$318,395	\$104,275	\$62,087	\$42,187
Mail brand	22.66%	24.00%	1.34%	\$274,844	\$212,565	\$208,882	\$3,683
Specialty (aggregate)	14.03%	16.50%	2.47%	\$2,265,783	\$1,947,893	\$1,891,929	\$55,965
Fees & rebates (per claim)	Baseline	Negotiated	Difference	No. of claims	Baseline spend*	Actual spend	Savings
Dispensing fee (retail)	\$1.40	\$0.65	(\$0.75)	44,933	\$62,906	\$29,206	\$33,700

Dispensing fee (mail)	\$0.00	\$0.00	\$0.00	1,305	\$0	\$0	\$0
Rebate (retail)	\$9.48	\$62.04	\$52.56	12,756	(\$120,927)	(\$791,382)	\$670,455
Rebate (mail)	\$28.43	\$227.48	\$199.05	248	(\$7,051)	(\$56,415)	\$49,364
Rebate (specialty)	\$28.43	\$624.00	\$595.57	792	(\$22,517)	(\$494,208)	\$471,691
Total					\$10,186,360	\$8,048,984	\$2,137,376

**Baseline spend refers to the amount Customer would have paid in later years had 2024 Baseline rates remained in place. Actual spend refers to the actual amount paid by Customer in 2025 (and again in 2026 and 2027).*

Township of Union Public Schools (Customer)

Remedy Analytics, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

