



**EXPRESS SCRIPTS®**

**PBM Agreement Service Addendum**

**Date of PBM Agreement:** \_\_\_\_\_

**Client Name:** Sarasota County School Board (“Sponsor”)

**Carrier: 9149**                      **BPL/Contract:** \_\_\_\_\_                      **Group:** \_\_\_\_\_

**Effective Date of Addendum:** \_\_\_\_\_ **2/1/2025** \_\_\_\_\_

Sponsor hereby directs Express Scripts to implement the selected programs on the attached Clinical Programs schedule as of the Effective Date. Sponsor agrees to pay the applicable fees in accordance with the payment provisions of the PBM Agreement. Upon execution by Sponsor, this Addendum shall replace and supersede any previously executed Clinical Programs schedule Addendum as it pertains to the programs contained herein and shall become part of and incorporated into the PBM Agreement between Sponsor and Express Scripts identified above as of the Effective Date.

By signing below, Sponsor agrees to the prices and terms set forth in this PBM Agreement Service Addendum.

If this Form was communicated to Sponsor as an attachment to an electronic communication (i.e., email), then any response to such email from Sponsor indicating Sponsor’s approval shall constitute Sponsor’s electronic signature to implement the changes set forth.

**AUTHORIZED SIGNATURE:**

**TITLE:**

\_\_\_\_\_  
(Signatory must have authority to legally bind Sponsor)

\_\_\_\_\_

\_\_\_\_\_  
Date Signed

Approved as to Form and Legal Content  
by Shumaker, Loop & Kendrick, LLP  
Attorneys for The School Board  
of Sarasota County, Florida  
Signed: MRM  
Date: October 1, 2024

## Clinical Programs

Express Scripts (ESI) offers a comprehensive suite of trend and integrated health management programs.

This offering may change or be discontinued from time to time as we update our offering to meet the needs of the marketplace.

Omada	Fee	In Place	Add	Remove
Omada for Prevention	\$46.00 per participating patient per month for first 12 months. 6 month minimum member enrollment.  \$26.00 per participating patient per month for months 13+		X	
Omada for Diabetes + Hypertension	\$85.00 per participating patient per month. 6 month minimum member enrollment		X	

By signing or otherwise affirming acceptance of this Clinical Addendum, SPONSOR agrees to all terms and conditions contained herein.

### Omada Terms and Conditions

- 1) ESI may use information or data collected for participation in Omada, including information collected from third parties, to administer the program, to contact participants in the program to support their participation, for the purpose of performing outcomes and/or opportunity analyses, for health, safety and wellness programs, pharmacy benefit plan administration, administration of other programs that SPONSOR may enroll in, including but not limited to Health Connect 360 and other similar programs, practice of pharmacy and other analytics to improve SPONSOR's performance, performing analytics for the development and improvement of programs offered by ESI, and for assessing the effectiveness of ESI programs, of which results may be provided by ESI to other SPONSORS, potential SPONSORS or healthcare organizations, including pharmaceutical companies. Results provided to third parties must be provided on a de-identified basis.
- 2) Upon SPONSOR enrollment in the Omada program, Express Scripts and Omada will use SPONSOR's data to provide enrollment information regarding the offering to SPONSOR's members meeting the Omada program eligibility criteria including additional individuals or eligible members identified by SPONSOR.
- 3) SPONSOR agrees that Omada and Express Scripts may contact SPONSOR's members regarding services offered as part of the program.
- 4) SPONSOR is responsible for determining if an offered program supports the delivery of a basic health benefit (or a required activity such as case management or care coordination) or is an eligible supplemental benefit as defined by CMS and as submitted in SPONSOR's bids. ESI shall assist, but SPONSOR retains the obligation, to determine whether the SPONSOR incurs administrative costs or direct medical costs in providing the program.
- 5) Criteria for solution is subject to change at the discretion of Omada and Express Scripts.
- 6) Program implementation may result in an adjustment of rebate guarantees. Any adjustments to Sponsor's rebate guarantees are set forth above.

### **Omada Definitions**

- Active Member: An Enrolled Member that has completed at least three (3) Logged Activities over the prior six (6) consecutive Billing Cycle Months. All Enrolled Members will be considered Active Members for their first six (6) Billing Cycle Months of participation in a Program.
- Enrolled Member is defined as a Clinically Qualified Covered Member who enrolls into a Program.
- Inactive Member: An Enrolled Member that has not met the criteria for an Active Member.
- Participant: Any active member that is enrolled in the relevant program.

## Omada for Diabetes Guarantees and Definitions:

### Definitions:

- Logged Activity: (i) logged into or accessed Omada's application; (ii) contacted his or her assigned health coach; (iii) recorded a glucose measurement, or results from any other glucose monitor; or (iv) recorded a weight value, using the Wireless Scale or results from any other scale.
- Diabetes Start Date: The date that SPONSOR's first Enrolled Members are enrolled in the Diabetes Program.
- Diabetes Evaluation Date: Each annual anniversary of the Diabetes Start Date, at which point an evaluation will be conducted.
- Baseline Value: The Enrolled Member's first HbA1c value reported by the Enrolled Member to Omada. For a value to qualify as a Baseline Value, for HbA1c values, the value must have been first collected within the time period sixty (60) days before or thirty (30) days after the Enrolled Member's Program Start Date for the Diabetes Program.
- Updated Value: The Enrolled Member's most recent HbA1c value reported by the Enrolled Member to Omada as of the Diabetes Evaluation Date. For a value to qualify as an Updated Value, the value/readings must have been first collected at least six (6) months after the Enrolled Member's Program Start Date (or, if later, six (6) months after the Baseline Value) and within the twelve (12) months leading up to the Diabetes Evaluation Date for that year.
- Measured Diabetes Enrolled Member: Enrolled Members in the Diabetes Program that have: (A) reported to Omada a value that qualifies as a Baseline Value, (B) reported to Omada as of the Diabetes Evaluation Date at least one value that qualifies as an Updated Value, and (C) qualified as Active Members in the Diabetes Program in at least three (3) of the six (6) Billing Cycle Months leading up to and including the month when the Updated Value was collected
- Performance Range: The table below sets forth the range against which each Measured Diabetes Enrolled Member's Updated Value will be measured based on the Enrolled Member's Baseline Value:

<u>Enrolled Member's Baseline Value</u>	<u>Performance Range for Updated Value</u>
< 7%	remain < 7%
7 - 9%	decrease of 0.50% or more from Baseline Value
> 9%	decrease of 1.00% or more from Baseline Value

- Annual Diabetes Evaluation: An analysis comparing the Updated Value and the Performance Range of each Measured Diabetes Enrolled Member.
- Improved Diabetes Enrolled Member: Each Measured Diabetes Enrolled Member whose Updated Value is within his or her Performance Range.
- Improved Diabetes Percentage: the percentage of Measured Diabetes Enrolled Members that are Improved Diabetes Enrolled Members
- Surveyed Enrolled Member: Each Enrolled Member in the Program that completes his or her survey during the measurement period
- Measured Engagement Enrolled Member: An Enrolled Member that remains eligible and enrolled in the applicable Program for at least six (6) consecutive months from the Enrolled Member's program start date.

**A1C Reduction Guarantee:** 60% or greater of Measured Diabetes Enrolled Members will show improvement in diabetes. If the Improved Diabetes Percentage for the Annual Diabetes Evaluation is less than sixty percent (60%), Express Scripts will pay SPONSOR a one-time payment as follows: thirty percent (30%) of the total program fees paid by SPONSOR in the twelve (12) months preceding the Diabetes Evaluation Date for all Enrolled Members enrolled in the Diabetes Program. If the Improved Diabetes Percentage for any Annual Diabetes Evaluation is sixty percent (60%) or greater, Express Scripts will not be required to pay any Diabetes repayment. Omada will only conduct an Annual Diabetes Evaluation if there are at least fifty (50) Measured Diabetes Enrolled Members as of the Diabetes Evaluation Date. If there are fewer than fifty (50) Measured Diabetes Enrolled Members as of the Diabetes Evaluation Date, no Annual Diabetes Evaluation will be conducted for the annual period, and there will be no possibility of a Diabetes repayment.

**Enrolled Member Satisfaction Guarantee:** At least 70% of Surveyed Enrolled Members report being Satisfied. At or around the Enrolled Member's sixteenth week of participation in the program, Omada will survey each Enrolled Member to measure their satisfaction with the program. Answers will be measured on a 7-point scale from 1 (i.e., "dissatisfied completely") to 7 (i.e., "satisfied completely"). Each Surveyed Enrolled Member that responds with at least 5 out of 7 will be considered "Satisfied." If < 70% of Surveyed Enrolled Members are Satisfied, Express Scripts will pay SPONSOR a one-time payment as follows: ten percent (10%) of the total fees paid by SPONSOR and received by Express Scripts in the twelve (12) months preceding the Evaluation Date for all Enrolled Members enrolled in the Diabetes Program. If 70% or greater of Surveyed Enrolled Members are Satisfied there will be no Repayment. To ensure statistical significance, Omada will only conduct the Enrolled Member satisfaction metric evaluation if there are at least fifty (50) Surveyed Enrolled Members that can be measured for that performance metric during the measurement period. If the minimum number of Surveyed Enrolled Members that can be measured does not meet these requirements, then there will be no evaluation of the metric for purposes of that Annual Evaluation and no possibility of a corresponding Repayment.

**Engagement Guarantee:** At least 70% of Measured Engagement Enrolled Members will qualify as Engaged during their first six (6) months in the Program. A Measured Engagement Enrolled Member shall be considered "Engaged" for purposes of this Performance Metric if he or she completes at least three (3) Logged Activities over the course of the Member's first six (6) months of participation in the Program. If < 70% of Measured Engagement Enrolled Member are engaged Express Scripts will pay SPONSOR a one-time payment as follows: ten percent (10%) of the total fees paid by SPONSOR and received by Express Scripts in the twelve (12) months preceding the Evaluation Date for all Enrolled Members enrolled in the Diabetes Program. If 70% or greater of Measured Engagement Enrolled Member are engaged there will be no Repayment. To ensure statistical significance, Omada will only conduct the engagement metric evaluation if there are at least fifty (50) Measured Engagement Enrolled Members that can be measured for that performance metric during the Measurement Period. If the minimum number of Measured Engagement Enrolled Members that can be measured does not meet these requirements, then there will be no evaluation of that the metric for purposes of that Annual Evaluation and no possibility of a corresponding Repayment.

Guarantees are contingent upon SPONSOR fully participating in the program for a minimum of one (1) year, as program guarantees are calculated on a 12 month period. If client terms during the measurement period Express Scripts shall have no obligation to the Guarantee. These measurements will be completed on a SPONSOR basis annually for as long as the SPONSOR is enrolled in the Diabetes program. Any required refunds will be issued within approximately four (4) months after the end of each 12-month period, starting on the Effective Date, for Enrolled Members that utilized the program during the preceding 12 months.

## Omada for Prevention Guarantees and Definitions:

### Definitions:

- Logged Activity: (i) logged into or accessed Omada's application; (ii) contacted his or her assigned health coach; or (iii) recorded a weight value, using the Wireless Scale or results from any other scale.
- Prevention Start Date: The date that SPONSOR's first Enrolled Members are enrolled in the Prevention Program.
- Prevention Evaluation Date: Each annual anniversary of the Prevention Start Date, at which point an evaluation will be conducted.
- Baseline Weight: means an Enrolled Member's weight at the beginning of his or her participation in the Prevention Program, determined by Omada based on the Enrolled Member's first Weight Value. For a Weight Value to qualify as a Baseline Weight, the Weight Value must have been collected within the first ten (10) days after the Enrolled Member's Program Start Date for the Prevention Program. In addition, Omada's systems mitigate the likelihood that Weight Values are received from the wrong individual using the Wireless Scale by confirming that the initial Weight Values are not significant outliers as compared to the Enrolled Member's application weight.
- Monthly Median Weight: means the median value among all valid (i.e., excluding outliers as determined by Omada's proprietary algorithm) Weight Values (which must be based upon a minimum of three (3) valid Weight Values) registered for an Enrolled Member during a Billing Cycle Month.
- Updated Weight: means an Enrolled Member's most recent Monthly Median Weight that is (a) at least four (4) months after the Enrolled Member's Baseline Weight and (b) within the twelve (12) months leading up to the Prevention Evaluation Date for that year. For the avoidance of doubt, Weight Values from Billing Cycle Months that have not ended as of the Prevention Evaluation Date shall not be included in calculating an Enrolled Member's Updated Weight, and instead, these Prevention Performance Guarantees will calculate Updated Weight using Weight Values from the most recent Billing Cycle Month that has ended prior to the Prevention Evaluation Date. Additionally, the Updated Weight must be taken from the most recent month where Monthly Median Weight can be determined.
- Measured Prevention Enrolled Member: Enrolled Members in the Prevention Program that have: (A) reported to Omada, as of the Prevention Evaluation Date, Weight Values that enable the calculation of a Baseline Weight and an Updated Weight meeting the requirements above, and (B) qualified as Active Members in the Prevention Program in at least three (3) of the six (6) Billing Cycle Months leading up to and including the month when the Updated Weight was collected. Enrolled Members that have not reported to Omada sufficient Weight Values or remained Active for a sufficient number of months, in each case, to meet these requirements will not be included in the Annual Prevention Evaluation.
- Annual Prevention Evaluation: An analysis comparing the Baseline Weight and the Updated Weight of each Measured Prevention Enrolled Member.
- Improved Prevention Enrolled Member: Each Measured Prevention Enrolled Member who's Updated Weight has decreased by the Weight Loss Standard as compared to his or her Baseline Weight.
- Improved Prevention Percentage: The percentage of Measured Prevention Enrolled Members that are Improved Prevention Enrolled Members.
- Surveyed Enrolled Member: Each Enrolled Member in the Program that completes his or her survey during the Measurement Period
- Measured Engagement Enrolled Member: An Enrolled Member that remains eligible and enrolled in the applicable Program for at least six (6) consecutive months from the Enrolled Member's Program Start Date.

**Prevention Weight Reduction Guarantee:** 20% or greater of Measured Enrolled Members will have a 5% reduction in weight. If the Improved Prevention Percentage for the Annual Prevention Evaluation is less than twenty percent (20%), Express Scripts will pay SPONSOR a one-time payment equal to thirty



percent (30%) of the total fees paid by SPONSOR and received by Express Scripts in the twelve (12) months preceding the Prevention Evaluation Date for all Enrolled Members enrolled in the Prevention Program. If the Improved Prevention Percentage for any Annual Prevention Evaluation is twenty percent (20%) or greater, Express Scripts will not be required to pay any Prevention Repayment. Omada will only conduct an Annual Prevention Evaluation if there are at least fifty (50) Measured Prevention Enrolled Members as of the Prevention Evaluation Date. If there are fewer than fifty (50) Measured Prevention Enrolled Members as of the Prevention Evaluation Date, no Annual Prevention Evaluation will be conducted for the annual period, and there will be no possibility of a Prevention Repayment.

**Enrolled Member Satisfaction Guarantee:** At least 70% of Surveyed Enrolled Members report being Satisfied. At or around the Enrolled Member's sixteenth week of participation in the program, Omada will survey each Enrolled Member to measure their satisfaction with the program. Answers will be measured on a 7-point scale from 1 (i.e., "dissatisfied completely") to 7 (i.e., "satisfied completely"). Each Surveyed Enrolled Member that responds with at least 5 out of 7 will be considered "Satisfied." If < 70% of Surveyed Enrolled Members are Satisfied, Express Scripts will pay SPONSOR a one-time payment as follows: ten percent (10%) of the total fees paid by SPONSOR and received by Express Scripts in the twelve (12) months preceding the Evaluation Date for all Enrolled Members enrolled in the Prevention Program. If 70% or greater of Surveyed Enrolled Members are Satisfied there will be no Repayment. To ensure statistical significance, Omada will only conduct the Enrolled Member satisfaction metric evaluation if there are at least fifty (50) Surveyed Enrolled Members that can be measured for that performance metric during the measurement period. If the minimum number of Surveyed Enrolled Members that can be measured does not meet these requirements, then there will be no evaluation of the metric for purposes of that Annual Evaluation and no possibility of a corresponding Repayment.

**Engagement Guarantee:** At least 70% of Measured Engagement Enrolled Members will qualify as Engaged during their first six (6) months in the Program. A Measured Engagement Enrolled Member shall be considered "Engaged" for purposes of this Performance Metric if he or she completes at least three (3) Logged Activities over the course of the Member's first six (6) months of participation in the Program. If < 70% of Measured Engagement Enrolled Member are engaged Express Scripts will pay SPONSOR a one-time payment as follows: ten percent (10%) of the total fees paid by SPONSOR and received by Express Scripts in the twelve (12) months preceding the Evaluation Date for all Enrolled Members enrolled in the Prevention Program. If 70% or greater of Measured Engagement Enrolled Member are engaged there will be no Repayment. To ensure statistical significance, Omada will only conduct the engagement metric evaluation if there are at least fifty (50) Measured Engagement Enrolled Members that can be measured for that performance metric during the Measurement Period. If the minimum number of Measured Engagement Enrolled Members that can be measured does not meet these requirements, then there will be no evaluation of that the metric for purposes of that Annual Evaluation and no possibility of a corresponding Repayment.

Guarantees are contingent upon SPONSOR fully participating in the program for a minimum of one (1) year, as program guarantees are calculated on a 12 month period. If client terms during the measurement period Express Scripts shall have no obligation to the Guarantee. These measurements will be completed on a SPONSOR basis annually for as long as the SPONSOR is enrolled in the Prevention program. Any required refunds will be issued within approximately four (4) months after the end of each 12-month period, starting on the Effective Date, for Enrolled Members that utilized the program during the preceding 12 months.

#### **Omada for Prevention Billing Definitions**

**Fees for Participating Patients:** After a member enrolls in Omada Prevention, Sponsor will be billed \$46 per month for each member for 6 months. After 6 months, Sponsor will be billed \$46 per month for each member that is a "Participating Member" up to month 12. At month 13+, Sponsor will be billed \$26 per month for each member that is a "Participating Member". A "Participating Member" is defined as a member who a member who has completed at least three (3) logged activities over the prior six (6) consecutive months. If a member terminates prior to 6 months, Express Scripts will bill Sponsor for the remaining months.