

**AMENDMENT TO
ADMINISTRATIVE SERVICES AGREEMENT**

This Amendment to the Administrative Services Agreement (this “**Amendment**”) dated as of **May 01, 2023** (the “**Amendment Effective Date**”) amends the Administrative Services Agreement (the “**Agreement**”) entered into as of **January 01, 2021**, as amended, by and between Meritain Health, Inc. (“**Meritain**”) and **Effingham County Board of Commissioners** (“**Client**”) as follows:

1. FEE SCHEDULE

A. The Administrative Rates set forth under Section 1 of the Fee Schedule is hereby amended to add the following new Administrative Fees commencing as of **May 01, 2023** through **December 31, 2023**:

Administrative Services	Fee	Frequency of Occurrence
Rx Smart Savings	\$1.50	Per Employee Per Month

2. RX SMART SAVINGS SERVICE SCHEDULE

The Agreement is hereby amended by the addition of the following new RX Smart Savings Service Schedule attached hereto and incorporated herein.

3. MISCELLANEOUS

Any capitalized term not defined in this Amendment shall have the meaning ascribed to it in the Agreement. Except as specifically amended by the terms of this Amendment, all surviving terms, provisions, and fees of the Agreement are hereby ratified and confirmed and the Agreement, as modified by this Amendment, remains in full force and effect.

In **Witness Whereof**, the parties have executed this Amendment on the dates set forth below.

MERITAIN HEALTH, INC.

**EFFINGHAM COUNTY BOARD OF
COMMISSIONERS**

Michael S. Thomas

Name: Michael S. Thomas
Title: Regional President
Date: September 26, 2023

Name: _____
Title: _____
Date: _____

RX SMART SAVINGS SERVICE SCHEDULE

Subject to the terms and conditions of this Agreement including without limitation this RX Smart Savings Service Schedule (this “**Rx Schedule**”), the RX Smart Savings Services provided by Meritain are described below.

1. DEFINITIONS.

For the purposes of this RX Schedule, the following terms shall have the meaning set forth below:

- a. **Alternative Drug** shall mean an alternative or therapeutic alternative to a Target Drug that is recommended through the Rx Smart Savings Services.
- b. **Target Drug** shall mean prescribed drug by a Provider that has a case management opportunity for the Service Provider to recommend an Alternative Drug through the Rx Smart Savings Services.

2. RX SMART SAVINGS SERVICES.

- a. Meritain shall, through its authorized third-party vendor (the “**Service Provider**”):
 - i. perform regular review of pharmacy claims to identify Target Drugs;
 - ii. identify pharmacy claims meeting pre-determined criteria;
 - iii. contact prescribing Providers to review recommended Alternative Drugs;
 - iv. if prescribing Providers approve the recommended Alternative Drug, contact the applicable Participant to educate them as to the recommended Alternative Drug; and
 - v. provide assistance facilitating transmission of the new prescribed Alternative Drug to a pharmacy (the “**RX Smart Savings Services**”).

3. CLIENT OBLIGATIONS.

Client acknowledges and agrees that the Rx Smart Savings Services require the transmission of certain pharmacy claims data, including eligibility data (the “**Pharmacy Data**”) to Service Provider. Client specifically authorizes Meritain to provide the Pharmacy Data to Service Provider, and in the event that the required Pharmacy Data is in the possession of a third-party prescription benefit manager, or other third party, with which Client has directly contracted, Client shall arrange for such third-party to transmit the Pharmacy Data to Meritain or the Service Provider, as instructed by Meritain. Client acknowledges and agrees that the Rx Smart Savings Services cannot be performed without the Pharmacy Data, and that neither Meritain nor the Service Provider shall be liable for any failure to perform the Rx Smart Savings Services if the Pharmacy Data is not provided. Client acknowledges and agrees that the Rx Smart Savings Services require that the Service Provider contact Participants directly. Client specifically authorizes Meritain, through the Service Provider, to contact individual Participants for the purposes of the Rx Smart Savings Services. Client represents and warrants that the Plan Documents include the Rx Smart Savings Services and that each Participant has consented, through the enrollment process or otherwise, to the use of the Pharmacy Data relating to such Participant as contemplated herein.

4. AVAILABILITY OF SERVICES.

The availability of Rx Smart Savings Services are at all times subject to this Agreement between Meritain and the Service Provider. If at any time the Rx Smart Savings Services are no longer available to Meritain through the Service Provider, Meritain shall provide notice to Client. Upon the effective date specified in such notice neither Meritain nor Client shall have any further obligation under this RX Smart Savings Service Schedule, except for the payment of fees for services already provide