AMENDMENT TO
ADMINISTRATIVE SERVICES AGREEMENT

This Amendment to the Administrative Services Agreement (this "**Amendment**") dated as of **September 01, 2026** (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:

WHEREAS, PrudentRx, LLC ("**PrudentRx**") provides co-pay program related services to plan sponsors that include guidance on plan benefit design for specialty products and assistance to members to secure available copay assistance for specialty drugs through various programs funded by pharmaceutical companies (the "**PrudentRx Co-Pay Program**");

WHEREAS, the PBM Vendor (hereinafter defined) which provides pharmacy benefit services to Client, as a Meritain subcontractor, has entered into a program coordination agreement with PrudentRx to facilitate the implementation and operation of the PrudentRx Co-Pay Program for clients as required under the PrudentRx Co-Pay Program Participation Agreement, a facsimile of which is attached hereto as Exhibit A; and

WHEREAS, Client desires to obtain the services covered through the PrudentRx Co-Pay Program by entering into a PrudentRx Copay Program Participation Agreement with PrudentRx, a facsimile of which is attached hereto as Exhibit A.

NOW, THEREFORE, the parties agree as follows:

1. **PHARMACY BENEFITS MANAGEMENT SCHEDULE.**

A. The Pharmacy Benefit Management Services Schedule is hereby amended to add the following new Section 16 as follows:

16. **PRUDENTRX COORDINATION AND FACILITATION.**

PrudentRx, LLC ("PrudentRx") and Client are parties to a PrudentRx Copay Program Participation Agreement, a facsimile of such agreement is set forth in Exhibit A of this Agreement. Pursuant to the PrudentRx Copay Program Participation Agreement, PrudentRx provides to Client co-pay program related services that includes guidance on the benefit design for specialty products for the PBM Plan and assistance to PBM Participants to secure available copay assistance for specialty drugs through the various programs funded by pharmaceutical companies (the "PrudentRx Co-Pay Program"). The PBM Vendor which provides pharmacy benefit services to Client, as a Meritain subcontractor, has entered into a program coordination agreement with PrudentRx to facilitate the implementation and operation of the PrudentRx Co-Pay Program for customers of Meritain as required under the PrudentRx Co-Pay Program Participation Agreement, a facsimile of such agreement is set forth in Exhibit A of this Agreement. Therefore, the PBM Vendor, as a subcontractor of Meritain, shall provide the facilitation and coordination of services necessary to support the PrudentRx Co-Pay Program in accordance with the terms and conditions set forth in the agreement entered into by Client and PrudentRx, provided that such terms and conditions substantively conform to the facsimile contract template set forth in Exhibit A of this Agreement.

2. **EXHIBIT A – PRUDENTRX COPAY PROGRAM PARTICIPATION AGREEMENT.**

The Agreement is hereby amended by the addition of the following new Exhibit A – PrudentRx Co-Pay Program Participation Agreement 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	Name:
Title: Regional President	Title:
Date: August 25, 2026	Date:

Exhibit A
PrudentRx Copay Program Participation Agreement
[DO NOT POPULATE]

This PrudentRx Copay Program Participation Agreement ("**Agreement**") is made and entered into effective as of _____, 2020 ("**Effective Date**"), by and between PrudentRx, LLC, a Florida limited liability company ("**PrudentRx**"), and _____, a _____ ("**Client**"). PrudentRx and Client are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**".

Background

PrudentRx provides co-pay program related services to plan sponsors that include guidance on plan benefit design for specialty products and assistance to members to secure available copay assistance for specialty drugs through the various programs funded by pharmaceutical companies. CaremarkPCS Health, L.L.C. ("CVS/Caremark") has entered into a program coordination agreement with PrudentRx to facilitate the implementation and operation of the PrudentRx Co-Pay Program for clients as required under this Agreement. Client has entered into an Administrative Services Agreement with Meritain Health, Inc. ("Meritain") wherein Meritain arranges pharmacy benefit services for Client through a subcontract with CVS/Caremark. Client desires to engage (i) PrudentRx to provide the PrudentRx Co-Pay Program to its members and (ii) CVS/Caremark to provide the facilitation therefor, as required under this Agreement. Through the Administrative Services Agreement, Client and Meritain have authorized CVS/Caremark to provide such facilitation and, through an intercompany agreement with Meritain, CVS/Caremark has agreed to same.

1. **Defined Terms**. In addition to the terms defined elsewhere herein, the following terms shall have the meaning set forth below when used in this Agreement:

   "**Member**" means a person who is eligible for prescription drug benefits under the Plan.

   "**Pharma Copayment Assistance Program**" means a program sponsored by a pharmaceutical company that provides financial assistance for payment of the patient's cost-share for those patients who meet the program eligibility criteria, as established by the pharmaceutical company, but excluding any program that conditions assistance on financial need.

   "**Plan**" means the **[insert plan name(s) here]**, which are the health benefit plan(s) sponsored by Client that includes the prescription drug benefit.

   "**PrudentRx Co-Pay Program**" means the plan benefit design, assistance with Pharma Copayment Assistance Program enrollment, and related services to be provided by PrudentRx to Client in connection with Pharma Copayment Assistance Programs, as more fully described in Exhibit A attached hereto.

2. **PrudentRx Co-Pay Program.**

   2.1. General. PrudentRx shall provide the services set forth in Exhibit A in connection with the implementation and operation of the PrudentRx Co-Pay Program for Client and the Plan. The Parties acknowledge that the Plan is subject to the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and the Patient Protection and Affordable Care Act of 2010, as amended (the "ACA"). The Parties agree

to work together (and, to the extent necessary, with CVS/Caremark) to satisfy any applicable requirements under ERISA and the ACA that apply to the services provided to health plans described herein, and this Agreement shall be implemented and interpreted consistently with such intent. The Parties further acknowledge that PrudentRx is not a fiduciary of the Plan under ERISA. None of the provisions of this Agreement are intended to create nor shall be deemed or construed to create any relationship between the Parties other than that of independent entities contracting with each other solely to effect the purposes of the Agreement; and neither of the Parties to this Agreement, nor any of their respective trustees, officers, agents or employees shall be construed to be the partner, agent, employee or representative of the other.

2.2. Compensation. Client will pay to PrudentRx the amounts set forth in the compensation section of Exhibit A. PrudentRx shall calculate the service fee and invoice Client on a monthly basis. The invoice shall be accompanied by a report detailing the items listed in Exhibit A. Payment of the service fee shall be due within 30 days of receipt by the Client. In no event shall the service fee be paid from any Plan assets.

2.3. Coordination with CVS/Caremark. CaremarkPCS Heath, L.L.C. ("CVS/Caremark") has agreed to coordinate with PrudentRx in order to facilitate the implementation and operation of the PrudentRx Co-Pay Program adopted by Client. Client hereby directs and authorizes CVS/Caremark to: (i) exclude amounts paid under Pharma Copayment Assistance Programs from Member deductible and annual Member out of pocket maximum obligation; (ii) provide to PrudentRx daily paid claims, daily reject files, and monthly claims files for Program Products dispensed to Participating Members so that PrudentRx may implement and operate the PrudentRx Co-Pay Program (collectively, "**Client Data**"); and (iii) provide PrudentRx with Member portal access for designated PrudentRx employees performing Participating Member benefit verification and eligibility in real time, if possible.

3. Compliance.

3.1. PrudentRx Compliance. PrudentRx represents and warrants that it shall comply with: (a) all applicable laws, rules and regulations in the performance of its obligations under this Agreement and the implementation and operation of the PrudentRx Co-Pay Program; and (b) all rules, requirements and restrictions of each Pharma Copayment Assistance Program, including, without limitation, exclusion of government program beneficiaries. PrudentRx represents and warrants that PrudentRx and its employees and agents: (x) shall possess, maintain and keep in full force and effect, all licenses, permits, registrations and other governmental authorizations necessary for the performance by PrudentRx of all of its obligations set forth in this Agreement in accordance with applicable law; and (y) are not excluded or otherwise ineligible to participate in federal health care programs as defined in 42 U.S.C. Sec. 1320a-7b.

3.2. Client Compliance. Client represents and warrants that it shall comply with all applicable laws, rules and regulations in the performance of its obligations under this Agreement. The PrudentRx Co-Pay Program is not recommended for high-deductible health plans ("**HDHP**") with health savings accounts ("**HSA**"). Client is solely responsible for evaluating compliance with the Internal Revenue Code and IRS guidance, in consultation with its own counsel, in connection with any contemplated implementation of the PrudentRx Co-Pay Program for any HDHPs or HSAs and Client is solely responsible for any loss, cost, damage or expense resulting from any such implementation.

3.3. HIPAA. In connection with the performance of this Agreement, the Parties shall comply with HIPAA, including the Standards for the Privacy of Individually Identifiable Health Information and the Standards for Electronic Transactions, and the Security Rule (45 C.F.R. Parts 160–64), and the Privacy provisions (Subtitle D) of the Health Information Technology for Economic and Clinical Health Act and its implementing regulations. PrudentRx and Client shall enter into a business associate agreement with respect to the activities to be conducted under this Agreement.

3.4. Control of Plans. The parties acknowledge and agree that neither PrudentRx nor CVS/Caremark shall be: (i) the administrator (as that term is defined in Section 3(16) of ERISA) of any Plan for any purpose; (ii) a named fiduciary with respect to any Plan for purposes of ERISA or any applicable state law; (iii) delegated discretionary authority or responsibility, or exercise discretionary authority or control, with respect to any Plan or its administration; or (iv) deemed to be a fiduciary with respect to any Plan for purposes of ERISA or any applicable state law

4. Term & Termination. The initial term of this Agreement shall commence on the Effective Date and continue thereafter for a period of one (1) year and shall thereafter automatically renew for additional one (1) year terms unless either party provides written notice of non-renewal at least one hundred twenty (120) days prior to the end of the initial term or of any renewal term, subject to earlier termination as provided herein. This Agreement shall terminate (i) in the event of termination of the program coordination agreement between CVS/Caremark and PrudentRx; or (ii) in the event of termination of the Prescription Drug Services Schedule to the Administrative Services Agreement between Meritain and Client. Either Party may terminate this Agreement upon written notice to the other Party: (a) if the other Party breaches any term of this Agreement and such breach is not cured within thirty (30) days of written notice thereof; or (b) if the other Party files a petition in bankruptcy, is adjudicated bankrupt, makes a general assignment for the benefit of its creditors, or is voluntarily or involuntarily dissolved. The Parties shall promptly notify CVS/Caremark of any termination of this Agreement. Sections 2.3, 3, 5, 6 and 7 shall survive the termination of this Agreement.

5. Indemnification. PrudentRx shall indemnify, defend and hold harmless Client and its officers, directors, employees, and agents (collectively, "**Client Indemnitees**") from any and all claims, demands, actions, causes of action, losses, judgments, liabilities, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and costs of settlement) (collectively, "**Losses**") that the Client Indemnitees, or any of them, may suffer as a result of: (a) the gross negligence or willful misconduct of PrudentRx and/or its employees or agents; (b) any breach by PrudentRx of this Agreement; or (c) any infringement, misappropriation, or violation by PrudentRx and/or its employees or agents of any right of a third party. Client shall indemnify, defend and hold harmless PrudentRx, CVS/Caremark and their respective officers, directors, employees, and agents (collectively, "**Contractor Indemnitees**") from any and all Losses that the Contractor Indemnitees, or any of them, may suffer as a result of: (a) the gross negligence or willful misconduct of Client and/or its employees or agents; (b) any breach by Client of this Agreement; (c) any legal defect in the design of any Plan; or (d) any implementation of the PrudentRx Co-Pay Program with any HDHP or HSA.

6. Confidentiality. Each Party (a "**Receiving Party**") shall maintain the confidentiality of any Confidential Information received from the other Party (a "**Disclosing Party**") and shall take reasonable steps to implement any and all procedures necessary to

safeguard the confidentiality of such Confidential Information. The Receiving Party shall not use the Confidential Information of the Disclosing Party for its own benefit or for the benefit of any third party, directly or indirectly, except as may be necessary to carry out or enforce this Agreement. For purposes hereof, "**Confidential Information**" means any confidential and/or proprietary information of the Disclosing Party, including, but not limited to (i) all information designated by the Disclosing Party as confidential or similar classification, (ii) all information provided by the Disclosing Party concerning or belonging to third persons with respect to which the Disclosing Party is under an obligation to maintain confidentiality, (iii) the terms, provisions and existence of this Agreement, and (iv) any and all documents, discs and other media upon which such data or information is contained. The foregoing notwithstanding, "Confidential Information" does not include any information that: (a) is or becomes generally available to and known by the public (other than as a result of an unpermitted disclosure directly or indirectly by the Receiving Party); (b) is or becomes available to the Receiving Party on a nonconfidential basis from a source other than the Disclosing Party, provided that such source is not bound by a confidentiality agreement or other obligation of secrecy to the Disclosing Party of which the Receiving Party has knowledge; or (c) has already been or is hereafter independently acquired or developed by the Receiving Party without violating any confidentiality agreement with or other obligation of secrecy to the Disclosing Party. Upon the termination of this Agreement, the Receiving Party shall cease use of and, upon request, deliver to the Disclosing Party all Confidential Information of the Disclosing Party that the Receiving Party may have in its possession or control; provided that one copy may be kept for archival purposes (subject to the confidentiality requirements of this Agreement).

7. **Release of Data**. Client acknowledges and agrees that to the extent any data disclosed to PrudentRx includes Member information, such Member information shall be disclosed by CVS/Caremark on behalf of Client and subject to the Business Associate Agreement between Client and PrudentRx. Client acknowledges that PrudentRx is not a downstream business associate of CVS/Caremark for any purpose in connection with any disclosure of Member information or any other Client Data. Client agrees that CVS/caremark and its subsidiaries and affiliates, and each of their respective officers, directors, employees and agents, will have no liability arising, in whole or in part, from: (i) the release of Member information or any other Client Data by CVS/Caremark to PrudentRx; (ii) the use or subsequent release of Member information or any other Client Data by PrudentRx or Client; or (iii) the implementation or operation of the PrudentRx Co-Pay Program.

8. **Miscellaneous**. This Agreement sets forth the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior oral and written negotiations and agreements of the Parties with respect thereto. This Agreement may only be amended by a signed document executed by the Parties and accepted by CVS/Caremark. Neither Party may assign this Agreement without the prior written consent of the other Party and CVS/Caremark. CVS/Caremark is an intended third party beneficiary of this Agreement. This Agreement may be executed in one or more counterparts and by electronic transmission, each of which shall be considered an original and all of which shall constitute one and the same agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to its conflicts of law doctrine. The Parties agree that in the event of any litigation arising from this Agreement, the venue shall be the state or federal courts in Tampa, Florida, and the Parties hereby consent to venue and jurisdiction in those courts. No Party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement resulting, directly or indirectly, from acts of God, civil or military authority, pandemic, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, or any similar or dissimilar cause beyond the reasonable control of a Party. The Parties are independent contractors. Any notices required or permitted to be given under

this Agreement shall be given in writing and sent by certified mail, return receipt requested, hand delivery or overnight courier which provides confirmation of delivery, sent to the applicable Party at the following addresses:

If to PrudentRx:
3820 Northdale Blvd Ste 311-A
Tampa, FL 33624

If to Client:
_____
_____
_____

or to such other address or to the attention of such other person as a party may designate in writing given pursuant to this Section.

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement to be effective as of the Effective Date.

PRUDENTRX, LLC	**[CLIENT]**
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

ACKNOWLEDGED AND ACCEPTED:
CAREMARKPCS HEATH, L.L.C.

By:_____
Name:_____
Title:_____

Exhibit A
PrudentRx Co-Pay Program

Additional Defined Terms: In addition to the terms defined elsewhere in the Agreement, the following terms shall have the meanings set forth below when used in this Exhibit A:

"**Benefit Cap**" means the maximum dollar benefit available during a calendar year under a Pharma Copayment Assistance Program for a Specialty Product. If a Specialty Product does not have a Pharma Copayment Assistance Program, the Benefit Cap will be zero for such Specialty Product for purposes of the PrudentRx Co-Pay Program.

"**Covered Class**" means a therapeutic class that is included in the PrudentRx Co-Pay Program implemented for Client, as specified on Attachment 1 to this Exhibit A. Updates to the Covered Classes will be communicated to Client from time to time.

"**Essential Health Benefits**" shall have the meaning given to such term at 42 U.S.C. § 18022(b), which currently includes items and services in the following ten benefit categories: (1) ambulatory patient services; (2) emergency services; (3) hospitalization; (4) maternity and newborn care; (5) mental health and substance use disorder services including behavioral health treatment; (6) prescription drugs; (7) rehabilitative and habilitative services and devices; (8) laboratory services; (9) preventive and wellness services and chronic disease management; and (10) pediatric services, including oral and vision care.

"**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, as amended, the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, and the implementing regulations promulgated thereunder, as amended from time to time and any applicable state laws relating to the privacy or security of personal or patient information.

"**Member Cost Share**" means the copayment, coinsurance or deductible that a Member is responsible for paying for a Specialty Product.

"**Network Pharmacy**" means a CVS/Caremark specialty pharmacy that has contracted with Client, or CVS/Caremark, to dispense Specialty Products to Members.

"**Participating Member**" means a Member who elects to participate in the PrudentRx Co-Pay Program.

"**Plan Formulary**" means the formulary or drug list adopted by the Plan.

"**Prior Authorization**" means an authorization that is required to be issued by a Plan or its PBM as a condition to a Plan's obligation to reimburse the cost of a Specialty Product dispensed to a Member.

"**Program Drug List**" means the "*PrudentRx Program Drug List*," which is a listing of Specialty Products that will be included in the PrudentRx Copay Program for Client.
"**Program Product**" means a Specialty Product that is listed on the Program Drug List.

"**Specialty Product**" generally means a pharmaceutical, biotech or biological drug that requires special handling, is high cost, and/or is used in the management of chronic or genetic disease, including but not limited to, injectable, infused, or oral medications, or products that otherwise require special handling.

"**Specialty Tier**" means the adjudication tier for branded, single source prescription Specialty Products

and other very high cost products.

Program Description: The PrudentRx Co-Pay Program shall consist of the following elements:

- Scope: Pharma Copayment Assistance Programs.
- Plan Design: Client shall adopt a plan design for Specialty Products in a Covered Class that consists of the following elements:
  - Specialty Tier: Client will implement a Specialty Tier. Products on the Specialty Tier shall be subject to a thirty percent (30%) Member Cost Share. All Specialty Products in a Covered Class shall be adjudicated at the Specialty Tier.
  - Non-Essential Health Benefits: All products in a Covered Class shall be deemed non-Essential Health Benefits.
  - Prior Authorization: All products in a Covered Class shall be subject to a Prior Authorization when dispensed to a Member.
  - Exception Process: When an amount equal to the Benefit Cap has been received from a Pharma Copayment Assistance Program for a Participating Member for a calendar year for a Program Product, the Plan shall implement an exception process whereby the Plan shall assume responsibility for the Member Cost Share for the Program Product for the remainder of the calendar year.
  - Deductible and OOP Max: Amounts paid for the benefit of a Member by a Pharma Copayment Assistance Program shall not be not counted towards the Member deductible or the Member annual out of pocket maximum obligation.
  - Summary Plan Description. The Client shall adopt language in its Summary Plan Description that aligns with the above requirements. A template for such language is provided on Attachment 2 to this Exhibit A. Although PrudentRx will assist with the language in the Summary Plan Description, the Client and the Plan administrator remain responsible for fulfilling their fiduciary duties under ERISA with respect to the content of the Summary Plan Description.
- Program Drug List: PrudentRx shall develop a Program Drug List for Client, which Program Drug List shall be subject to review and approval by CVS/Caremark to verify alignment with the Plan Formulary.
- Member Notification & Enrollment: PrudentRx shall work in conjunction with Client to develop a communication and enrollment plan regarding the PrudentRx Co-Pay Program, to include the following:
  - Develop a general notice for all Members.
  - Develop a high touch comprehensive communication process for Members currently utilizing a Program Product.
  - Develop and implement a process for Member enrollment in the PrudentRx Co-Pay Program.

  PrudentRx shall conduct Member outreach for Member enrollment in the PrudentRx Co-Pay Program within one (1) business day of receipt of a claim for a Specialty Product in a Covered Class and shall complete Member enrollment in the applicable Pharma Copayment Assistance Program within three (3)

business days of receipt of such claim, subject to Member satisfaction of the eligibility requirements of such Pharma Copayment Assistance Program. Within ten (10) days of the end of each month, PrudentRx shall provide to CVS/Caremark and to Client a monthly report identifying Members that could not reached and Members that could not be enrolled in the applicable Pharma Copayment Assistance Program.

- Pharma Copayment Assistance Program Enrollment: PrudentRx shall assist Participating Members with enrollment in Pharma Copayment Assistance Programs for Specialty Products and securing financial assistance under such Pharma Copayment Assistance Programs.

- Coordination with CVS/Caremark. PrudentRx shall create a process to collaboratively work with CVS/Caremark and, if requested by CVS/Caremark, the Network Pharmacies, to ensure timely prescription processing with minimal member abrasion, to include notification to CVS/Caremark of: (i) decision by a Member to not participate in the PrudentRx Copay Program; (ii) inability to contact a Member; (ii) election by a Member to participate in the PrudentRx Copay Program; and (iv) enrollment of a Participating Member in a Pharma Copayment Assistance Program. The process shall also address the imposition of a Prior Authorization on refills and when a Participating Member's participation in a Pharma Copayment Assistance Program is subject to renewal.

- Claims Audits. On a monthly basis, Prudent Rx shall: (i) retroactively audit claims for the prior month to ensure the PrudentRx Copay Program was implemented appropriately for each Participating Member for whom a claim was adjudicated in such month, including implementation of the exception process whereby the Plan assumes responsibility for the Member Cost Share; and (ii) provide a written report with the results of such audit to CVS/Caremark within thirty (30) days of the end of the month subject to the audit. If any issues are identified, PrudentRx shall consult with CVS/Caremark to coordinate on an appropriate resolution.

- Reporting. PrudentRx shall provide the following reports to Client:

  - On a monthly basis, PrudentRx will provide with its invoice a summary to Client of the claims it processed with respect to the Plan, which shall include the following metrics:
    - The PrudentRx Generated Savings realized by the Client, specified by the name of the Specialty Product and whether the PrudentRx Generated Savings result from a new or existing Member participating in the program
    - The service fee to PrudentRx resulting from the PrudentRx Generated Savings
    - A report detailing the adoption of the program, such as the number of Members enrolled and the number of newly enrolled Members
    - Details of the PrudentRx call center performance
  - On a semi-annual basis, PrudentRx will provide the results of a Member satisfaction survey.

  These reports shall include other information requested by the Client. All information disclosed on the foregoing reports shall comply with the privacy requirements under HIPAA and any other applicable law.

Compensation: PrudentRx will receive from Client a service fee equal to twenty-five percent (25%) of PrudentRx Generated Savings. "**PrudentRx Generated Savings**" are calculated as the amount by which the "**Current Plan Net Cost**" exceeds the "**New Plan Net Cost.**" The Current Plan Net Plan Cost is the Plan's gross cost of a Specialty Product, less the Current Copayment Percentage for specialty medications (without the application of any deductibles), each calculated as part of the opportunity analysis provided to Client by PrudentRx. The New Plan Net Cost is the Plan's gross cost of the Specialty Product, less generated savings, plus the Current Copayment Percentage for Specialty Products prior to the implementation of the PrudentRx

Copay Program. The "Current Copayment Percentage" is the percentage obtained by dividing the total copayments paid by Members for Specialty Products (without the application of any deductible) by the total gross cost of the Specialty Products for the Plan, each measured over the twelve (12) month period immediately preceding the Effective Date of this Agreement. There are no separate fees for administration, Member outreach and support, monthly reporting, or any of the other services provided by PrudentRx under this Agreement.

PrudentRx may engage third parties, including CVS/Caremark, to render services in connection with the PrudentRx Program; PrudentRx may remit a portion of the PrudentRx service fee to such third parties.

Attachment 1 to Exhibit A

Covered Classes

ACROMEGALY
ALPHA-1 ANTITRYPSIN DEFICIENCY
AMYLOIDOSIS
ANEMIA
ASTHMA
ASTHMA, ATOPIC DERMATITIS
CARDIAC DISORDERS
COAGULATION DISORDERS
CRYOPYRIN-ASSOCIATED PERIODIC SYNDROMES
CYSTIC FIBROSIS
ELECTROLYTE DISORDERS
GASTROINTESTINAL DISORDERS-OTHER
GOUT
GROWTH HORMONE & RELATED DISORDERS: GROWTH HORMONE DISORDERS
GROWTH HORMONE & RELATED DISORDERS: IGF-1 DEFICIENCY
HEMATOPOIETICS
HEMOPHILIA, VON WILLEBRAND DISEASE & RELATED BLEEDING DISORDERS
HEPATITIS B
HEPATITIS B, HIV MEDICATIONS
HEPATITIS C
HEREDITARY ANGIOEDEMA
HIV MEDICATIONS
HORMONAL THERAPIES
IMMUNE DEFICIENCIES & RELATED DISORDERS
INFECTIOUS DISEASE - OTHER
INFERTILITY
INFLAMMATORY BOWEL DISEASE
INFLAMMATORY BOWEL DISEASE, MULTIPLE SCLEROSIS
INFLAMMATORY BOWEL DISEASE, PSORIASIS
INFLAMMATORY BOWEL DISEASE, PSORIASIS, RHEUMATOID ARTHRITIS
INFLAMMATORY BOWEL DISEASE, RHEUMATOID ARTHRITIS
IRON OVERLOAD
LYSOSOMAL STORAGE DISORDERS
MENTAL HEALTH CONDITIONS
MOVEMENT DISORDERS
MOVEMENT DISORDERS, PAROXYSMAL NOCTURNAL HEMOGLOBINURIA
MULTIPLE SCLEROSIS
MULTIPLE SCLEROSIS, ONCOLOGY - INJECTABLE
NEUTROPENIA
NOT ASSIGNED - MANUFACTURER DISCONTINUED
OCULAR DISORDERS

ONCOLOGY - INJECTABLE
ONCOLOGY - INJECTABLE, RHEUMATOID ARTHRITIS
ONCOLOGY - ORAL
ONCOLOGY - ORAL/TOPICAL
OSTEOPOROSIS
PAROXYSMAL NOCTURNAL HEMOGLOBINURIA
PHENYLKETONURIA
PRE-TERM BIRTH
PSORIASIS
PSORIASIS, RHEUMATOID ARTHRITIS
PULMONARY ARTERIAL HYPERTENSION
PULMONARY DISORDERS - OTHER
RARE DISORDERS - OTHER
RENAL DISEASE
RESPIRATORY SYNCYTIAL VIRUS
RHEUMATOID ARTHRITIS
SEIZURE DISORDERS
SICKLE CELL DISEASE
SLEEP DISORDER
SYSTEMIC LUPUS ERYTHEMATOSUS
THROMBOCYTOPENIA
TRANSPLANT
UREA CYCLE DISORDERS

Attachment 2 to Exhibit A

Summary Plan Description

Disclaimer: The following summary plan description language is a suggested template, and PrudentRx takes no responsibility for the summary plan description that is published by the Plan. Final language should be tailored to client plan design and reviewed by client legal counsel.

PrudentRx Co-Pay Program for Specialty Medications

In order to provide a comprehensive and cost-effective prescription drug program for you and your family, [Insert Plan name] has contracted with PrudentRx to offer the PrudentRx Co-Pay Program for certain specialty medications. The PrudentRx Co-Pay Program assists members by helping them enroll in manufacturer co-pay assistance programs. If you enroll in the PrudentRx Co-Pay Program, your out-of-pocket cost for prescriptions covered under the PrudentRx Co-Pay Program will be $0. Otherwise, medications in the specialty tier will remain subject to a 30% co-insurance.

Copay assistance is a process in which drug manufacturers provide financial support to patients by covering all or most of the patient cost share for select medications - in particular, specialty medications. The PrudentRx Co-Pay Program will assist members in obtaining co-pay assistance from drug manufacturers to reduce a member's cost share for eligible medications thereby reducing out-of-pocket expenses.

If you currently take one or more medications included in the PrudentRx Program Drug List, you will receive a welcome letter and phone call from PrudentRx that provides specific information about the program as it pertains to your medication. The PrudentRx patient advocate will help you enroll in the PrudentRx Co-Pay Program and any available manufacturer copay assistance programs. Eligible members who choose to decline enrollment would be responsible for the full amount of the 30% co-insurance.

If you or a covered family member are not currently taking, but will start a new medication covered under the PrudentRx Co-Pay Program, you can reach out to PrudentRx or they will proactively contact you. PrudentRx can be reached at 1-800-578-4403 to address any questions regarding the PrudentRx Co-Pay Program.

The PrudentRx Program Drug List may be updated periodically by the Plan.

Copayments for these medications, whether made by you, your plan, or a manufacturer's copay assistance program, will not count toward your plan deductible.

Because certain specialty medications do not qualify as "essential health benefits" under the Affordable Care Act, member cost share payments for these medications, whether made by you or a manufacturer copayment assistance program, do not count towards the Plan's out-of-pocket maximum. A list of specialty medications that are not considered to be "essential health benefits" is available. An exception process is available for determining whether a medication that is not an essential health benefit is medically necessary for a particular individual.

PrudentRx can be reached at 1-800-578-4403 to address any questions regarding the PrudentRx Co-Pay Program.