

This Joinder ("Joinder") to a Master Service Agreement with any amendments (in whole "Agreement") initially and separately effective June 1, 2019, by and between MC-21 Healthcare, LLC, a Puerto Rican limited liability company dba MC-Rx and Veracity Benefits, LLC, a Georgia limited liability company ("VB") shall be effective on **July 1, 2022** or the first day on which the first live prescription claim is submitted by a Pharmacy Provider and paid on the System, whichever is later ("Effective Date") by and between **MC-21 Healthcare, LLC**, a Puerto Rican limited liability company dba MC-Rx ("MC-Rx"), with its principal place of business at Angora Industrial Park, Lot 4, Barrio Bairoa, Road #1, Km 33.3, Caguas, PR 00725, with an office located at 1267 Professional Parkway, Gainesville, Georgia 30507 and **Walton County, Georgia**, a Political subdivision of the State of Georgia municipality, ("VB Client"), with its principal place of business at 303 South Hammond Drive, Monroe, Georgia 30655.

Whereas MC-Rx, offers prescription program management, including eligibility management, pharmacy provider networks, plan benefit management, drug formulary management, and other services (the "Services") included in a program referred to herein as the "the Program" for those parties that desire for prescription drug benefit services to be provided; and

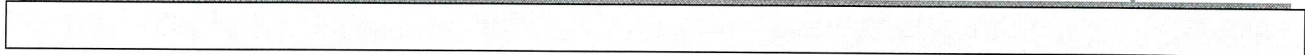
Whereas, VB Client accepts the provision of Services under this separate Joinder to be executed between MC-Rx and VB Client.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. *Master Agreement:* The Program to be provided by execution of this Joinder is subject to the terms and provisions of the Agreement executed between VB and MC-Rx. A copy of the Agreement is available through VB as Confidential Information. All of the terms and provisions of the Agreement are incorporated by reference as if fully restated herein. If there is any conflict between the terms of the Agreement and the terms of this Joinder, the terms of this Joinder shall control, including, without limitation, effective dates.
2. *Engagement of MC-Rx:* MC-Rx agrees to provide Services to VB Client as the sole and exclusive PBM for all Services contemplated herein' provided however, VB shall have the right to extend bids out for mail order and specialty pharmacy drug products and services provided by vendors other than MC-Rx; however, understanding that the provision of mail service and specialty pharmacy services is part of MC-Rx's financial compensation, MC-Rx shall have the right to renegotiate the financial terms of the Agreement if VB uses another provider for such services without a breach of such services by MC-Rx.
3. *Program Information:* VB Client shall ensure that enrollment information (i.e., additions, terminations, dependent coverage, etc.) is appropriately furnished to MC-Rx directly or indirectly regarding each Covered Person. VB Client shall also provide MC-Rx with benefit plan design ("BPD") information so that MC-Rx may perform the Services hereunder in accordance with the coverage requirements provided by VB Client.
4. *Payment of Invoices:* VB Client shall be responsible for payment of all invoices and agrees to pay such invoices from MC-Rx **in full** either directly or indirectly to MC-Rx for all covered drug products and Services provided to Covered Persons during the period covered by the billing statement plus the approved administration fee. Each invoice shall be paid within fifteen (15) calendar days of the invoice date shown. Late payment shall bear a fee of the lesser of one and one-half percent (1½%) or the highest rate allowed to the extent allowable by law, for each thirty (30) days that payment is late. MC-Rx shall manage payment to Participating Pharmacies for Services provided to Covered Persons in exchange for the administrative fees set out in section 13.2 below.
5. *Late Payment of Invoices:* If VB Client fails to meet the payment obligations specified in Section 4 above, VB Client shall be deemed in breach of this Joinder. If VB Client fails to cure such breach within three (3) business days, MC-Rx, in its sole discretion, shall have the options to (1) suspend further processing of claims until the breach is cured; or (2) require VB Client to pre-fund a pharmacy holding account.
6. *Term:* The initial term of this Joinder shall commence on the Effective Date of this Joinder shown above and shall continue for one (1) year ("Term") even if the Agreement terminates prior to the completion of the initial term, in which case the Agreement shall remain in effect for VB Client. It shall automatically renew on the anniversary of the Effective Date for successive complete one (1) year terms unless either party provides the other party with written notice of its intent to terminate no less than ninety (90) days prior to the end of any such term. Notwithstanding any provision in this Joinder or the Agreement to the contrary, in no event may VB Client terminate this Joinder without cause prior to the expiration of the Initial Term unless MC-Rx so permits. Termination of VB Client's agreement with VB shall not automatically affect or require termination of this Agreement; but the VB Client shall no longer be entitled to avail itself of the pricing and MC-Rx shall reserve the right to change the pricing fairly. Provided further, and notwithstanding anything to the contrary contained herein, in the event of a termination of the Agreement between VB and VB Client, VB Client shall remain fully responsible for the payment in full of all invoices from MC-Rx.

7. *Early Termination Fee:* Other than in accordance with Section 7.2 of the Agreement, if a VB Client fully terminates the Joinder prior to the completion of the Term, VB Client agrees that it shall either (i) forfeit any and all outstanding, unpaid Rebates due from MC-Rx as of the date of receipt of the notice of termination, to the extent allowable by law or, (ii) reimburse MC-Rx for unamortized and unrecovered implementation costs incurred by MC-Rx and incorporated into the service pricing in this Joinder; provided however, such recoupment shall not exceed \$10,000.
8. *Governing Law:* This Joinder shall be governed and construed in accordance with the laws of the State of Georgia and that the Walton County Superior Court and U.S. District Court for the Middle District of Georgia shall have the exclusive jurisdiction with regard to any dispute arising under or related to this Joinder or the Agreement.
9. *Compliance with Laws:* VB Client and MC-Rx shall take necessary and appropriate actions to assure that they comply with all applicable federal, state and local laws and regulations, including, without limitation, the Anti-Kickback Statute, the Public Contracts Anti-Kickback Act and the laws and regulations relating to disclosure or notification of benefit plan information or the pricing terms, including any rebates or rebate administration fees withheld under this Joinder. VB Client and MC-Rx agree to the terms of the Business Associate Agreement attached to the Agreement. The parties' obligations under this Section 9 shall survive termination of this Joinder and the Agreement as may be applicable.
10. *Notices:* All notices required under this Joinder between VB Client and MC-Rx shall be in writing and shall either be delivered to an officer, authorized agent of the party by personally certified U.S. Mail, national overnight courier, email with both delivery and read return receipts or certifiably received facsimile.
11. *Indemnification:* Intentionally omitted.
12. *Limited Liability:* Intentionally omitted.
13. *Rates:*
 - 13.1 *Network Rates:* VB Client shall pay the network rates shown in the Agreement in accordance with the Effective Reimbursement Price defined in Appendix A – Definitions of the Agreement.
 - 13.2 *Administrative Claims Fee (“the “Claim Fee”):* VB Client shall pay MC-Rx **\$4.50** per Net Claim for the Services contemplated herein. Each BPD (Plan ID) set up for VB Client shall be individually billed at the **greater** of (1) the claim fee above *times* the number of Net Claims for the billing cycle or (2) **\$25.00 per cycle**. Notwithstanding anything to the contrary contained herein, the Claim Fee shall be inclusive of any and all services set forth in the Other Miscellaneous Service Charges grid of Appendix B to the Agreement.
 - 13.3 *Rebate Sharing:* VB Client shall be paid 100% of the Rebates collected for qualifying prescriptions in the Program in accordance with Section 2.5 of the Agreement.
14. Notwithstanding anything to the contrary contained herein, the Preamble's incorporation by reference of the Joinder to the Agreement shall exclude any and all consideration of the effective date of the Agreement.

[SIGNATURE PAGE FOLLOWS]



Except as specifically modified by this Joinder, all of the terms and conditions of the Agreement will remain in effect. Capitalized terms used herein and not defined shall have the meaning set forth in the Agreement.

In witness thereof, each of the parties has caused this Joinder to be duly executed on the date(s) indicated below by their respective signatures.

MC-21 Healthcare, LLC

VB Client: Walton County, Georgia

Signed: _____

Signed: David F. Thompson

Name: _____

Name: David F. Thompson

Title: _____

Title: Chairman Walton BOC

Date: _____

Date: 6-17-22