

VERACITY BENEFITS, LLC

PHARMACY CONSULTING AGREEMENT

This Consulting Agreement (this "Agreement") is made as of July 1, 2022 by and between Veracity Benefits, LLC, a Georgia limited liability Company (the "Veracity") and, Walton County Board of Commissioners, Georgia (the "County"). The Effective Date of this Agreement shall be July 1, 2022.

1. **Consulting Relationship.** During the term of this Agreement, Veracity (Consultant) will provide consulting services to the County as described on Exhibit A hereto (the "Services"). Veracity represents that Veracity has the qualifications, the experience and the ability to perform the Services. Veracity shall use Veracity's best efforts to perform the Services such that the results are satisfactory to the County.

2. **Fees.** Veracity shall receive consideration in accordance with Schedule B herein incorporated by reference or as otherwise specifically denoted on another Schedule. The fees must be received by Veracity on or before the 30th day of the month for which they are due.

If the County, for any reason, fails to make a required fee payment by the 30th day of the month in which it is due, Veracity may

(a) After written notice to County, suspend the performance of its services to County until such time as County makes the proper remittance.

(b) Charge interest to County on all past due fees at the rate of 1 ½% per monthly or the maximum rate allowed by law, whichever is less.

(c) Commence termination of this agreement in accordance with Section 5.

3. **Expenses.** Veracity shall not be authorized to incur on behalf of the County any expenses while performing the Services [as specified in Exhibit A]. Expenses payable by the County shall be specified in Exhibit B.

4. **Term and Termination.** Veracity shall serve as a consultant to the County for a twelve (12) month period commencing on the Effective Date.

Notwithstanding the above, either party may terminate this Agreement at any time without cause upon ninety (90) days advance written notice. In the event of such termination, Veracity shall be paid for any portion of the Services that have been performed prior to the final date of termination of this Agreement.

Should either party materially breach any of its obligations under this Agreement, including but not limited to Veracity's obligations under the Confidential Information and Invention Assignment Agreement between the County and Veracity referenced below, the non-breaching party may terminate this Agreement immediately if the breaching party fails to cure the breach

within thirty (30) days after having received written notice from the non-breaching party of the breach or default.

Also, upon termination by County, all programs and services provided herein shall be immediately terminated and pharmacy contract with PBM shall revert to a direct contract between County and PBM subject to negotiation between the parties and not including any proprietary information introduced to County through this Agreement.

This contract shall automatically renew for additional successive terms of one (1) year each for a maximum of four years unless either party gives written notice of its intent to not renew the Agreement at least ninety (90) calendar days prior to the end of any term.

5. **Independent Contractor.** Veracity's relationship with the County will be that of an independent contractor and not that of an employee.

6. **Conflicts with this Agreement.** Veracity represents and warrants that neither Veracity nor any of the Assistants is under any pre-existing obligation in conflict or in any way inconsistent with the provisions of this Agreement. Veracity represents and warrants that Veracity's performance of all the terms of this Agreement will not breach any Agreement to keep in confidence proprietary information acquired by Veracity in confidence or in trust prior to commencement of this Agreement. Veracity warrants that Veracity has the right to disclose and/or use all ideas, processes, techniques and other information, if any, which Veracity has gained from third parties, and which Veracity discloses to the County or uses in the course of performance of this Agreement, without liability to such third parties. Notwithstanding the foregoing, Veracity agrees that Veracity shall not bundle with or incorporate into any deliveries provided to the County herewith any third-party products, ideas, processes, or other techniques, without the express, written prior approval of the County. Veracity represents and warrants that Veracity has not granted and will not grant any rights or licenses to any intellectual property or technology that would conflict with Veracity's obligations under this Agreement. Veracity will not knowingly infringe upon any copyright, patent, trade secret or other property right of any former client, employer or third party in the performance of the Services.

7. **Confidential Information.**

(a) **Business Associate Agreement.** Veracity and the County have executed a Business Associate Agreement and/ or Non-Disclosure Agreement, which is incorporated herein by reference and made a part of this Agreement.

(b) **Trade Secrets and Confidential Information.** County acknowledges that, as a result of these discussions, County may have access to (1) certain confidential and proprietary information of Consultant which constitutes trade secrets as defined in the Georgia Trade Secrets Act of 1990 (the "Act") and (2) certain confidential and proprietary information which may not constitute trade secrets as defined under the Act, collectively, the "Confidential Information." Such Confidential Information includes but is not limited to, business plans or models, financial statements, charts, clinical procedures, methods of operation, policies, procedures and current business opportunities, and any other agreements or contracts, and all of the information, knowledge and know-how, which is not generally known in the healthcare

business, all other trade secrets and such other information as Consultant may designate as confidential, except those documents that are covered under the Georgia Open Records Act. The Confidential Information provided by Consultant hereunder to County is the sole and exclusive property of Consultant. Neither County nor its employees, agents, successors and assigns (hereinafter collectively referred to as "Agents") have any right to or interest in said Confidential Information provided by the Consultant.

(c) **Use of Confidential Information.** County acknowledges that County has a legitimate business interest in protecting Confidential Information. Therefore, County agrees to hold the Confidential Information of Consultant in trust and confidence and not to disclose to any third party without the prior written consent of Consultant such Confidential Information, whether in tangible or intangible form.

County further agrees to use Consultant's Confidential Information solely and exclusively for the purpose of health plan discussions and implementation and shall not use the Confidential Information for his or her personal benefit or for the benefit of any third party. County acknowledges that the provision of any such Confidential Information by Consultant does not convey any ownership or other interest in such information to County. All records and equipment and other materials relating in any way to the Confidential Information shall be and remain the sole property of Consultant during and after the end of the contract term. County shall not have any right to print or copy, in whole or in part, any Confidential Information or any documentation or data pertaining thereto, owned by Consultant, without the written consent of Consultant. Upon the request of Consultant, and upon termination of the contract, County shall promptly return to consultant all materials and all copies or tangible embodiments of materials involving any Confidential Information in County's possession or control which belongs to Consultant.

(d) **Use of Recommendation or Programs.** Upon request of Consultant and termination of Contract, County shall also cease to utilize any recommendations or programs that have been provided or implemented by Veracity. County agrees to represent in writing to Veracity upon Veracity's request that it has complied with the provisions of the Agreement.

(e) **Open Records Act.** Notwithstanding the foregoing, County may disclose any Confidential Information it is required to disclose pursuant to the Georgia Public Records Act (Georgia Code § 50-18-70 et seq.). County shall notify Consultant promptly in writing of any document request it receives under the Open Records Act that it believes will require disclosure of Confidential Information, and Consultant shall be given an opportunity to object before such records are disclosed. Such notice will be made to Consultant only if Consultant has first submitted to the County the affidavit required by O.C.G.A. 50-18-72(a)(34). Without such affidavit, Consultant agrees that the County will produce any documents responsive to an open records request under the Georgia Open Records Act. Consultant shall provide notice of objections in a timely manner to assist County with meeting its obligations under the Open Records Act.

8. Miscellaneous.

- (a) **Governing Law.** The validity, interpretation, construction and performance of this Agreement, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the state of Georgia, without giving effect to principles of conflicts of law.
- (b) **Entire Agreement.** This Agreement sets forth the entire Agreement and understanding of the parties relating to the subject matter herein and supersedes all prior or contemporaneous discussions, understandings and Agreements, whether oral or written, between them relating to the subject matter hereof.
- (c) **Amendments and Waivers.** No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by the parties to this Agreement. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance.
- (d) **Successors and Assigns.** Except as otherwise provided in this Agreement, this Agreement, and the rights and obligations of the parties hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives. The County may assign any of its rights and obligations under this Agreement. No other party to this Agreement may assign, whether voluntarily or by operation of law, any of its rights and obligations under this Agreement, except with the prior written consent of the County.
- (e) **Notices.** Any notice, demand or request required or permitted to be given under this Agreement shall be in writing and shall be deemed sufficient when delivered personally or by overnight courier or sent by email, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address as set forth on the signature page, as subsequently modified by written notice, or if no address is specified on the signature page, at the most recent address set forth in the County's books and records.
- (f) **Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.
- (g) **Construction.** This Agreement is the result of negotiations between and has been reviewed by each of the parties hereto and their respective counsel, if any;

accordingly, this Agreement shall be deemed to be the product of all of the parties hereto, and no ambiguity shall be construed in favor of or against any one of the parties hereto.

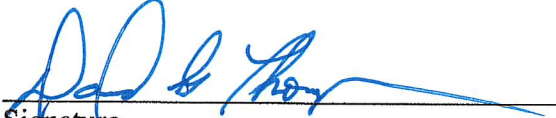
- (h) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same Agreement.
- (i) **Electronic Delivery.** The County may, in its sole discretion, decide to deliver any documents related to this Agreement or any notices required by applicable law or the County's Certificate of Incorporation or Bylaws by email or any other electronic means. Veracity hereby consents to receive such documents and notices by such electronic delivery and agrees to participate through an on-line or electronic system established and maintained by the County or a third party designated by the County.

[Signature Page Follows]

The parties have executed this Agreement as of _____.

WALTON COUNTY BOARD OF COMMISSIONERS:

NAME & TITLE



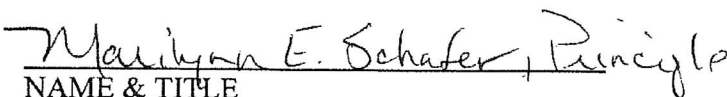
Signature

Attest:

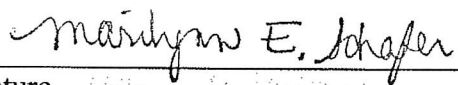
COUNTY CLERK

(Seal)

VERACITY BENEFITS, LLC



NAME & TITLE



Signature

EXHIBIT A

DESCRIPTION OF VERACITY SERVICES

Veracity shall perform the following services:

- I. Implement PBM contract based on the contract being:
 - a. Transparent
 - b. Pass-through pricing
 - c. Auditable
- II. Define non-preferred pharmacies and appropriate copays;
- III. Manage the formulary according to pharmaceutical efficacy and cost effectiveness, not to maximize rebates;
- IV. Follow all FDA and other guidelines for prescription of specialty drugs;
- V. Implement an international pharmacy option, managed by ElectRx, for the following drug classes:
 - a. Insulin-like drugs
 - b. GLP-1 Medications
 - c. HIV Medications
- VI. Assist Plan and Member in obtaining financial assistance for specialty drugs.
- VII. Provide language for the Summary Plan Document (SPD) that supports these efforts.
- VIII. Provide quarterly reporting of activity and results.

EXHIBIT B
COMPENSATION

I. Compensation to Veracity:

County agrees to pay to Veracity a monthly fee of \$12 Per Covered Employee Per Month (PEPM). Covered Employees are defined as the number of employees covered under the County's health plan each month as reflected on the health plan administrator's premium bill.

II. Rebates

All rebates under the Plan will be returned to the County.