

Amendment to PrudentRx Copay Program Participation Agreement

This Amendment (this “**Amendment**”) to PrudentRx Copay Program Participation Agreement, effective August 1st, 2024, amends the PrudentRx Copay Program Participation Agreement between PrudentRx, LLC, a Florida limited liability company (“**PrudentRx**”) and County of Hidalgo (“**Client**”) dated January 1, 2021 (the “**Agreement**”).

The parties agree to amend the Agreement as set forth herein.

1. The Compensation section of Exhibit A is hereby deleted in its entirety and replaced with the following:

“**Compensation:** Client will pay a service fee equal to twenty-five percent (25%) of Generated Savings (“**Service Fee**”).

- “**Generated Savings**” are calculated as the Member Cost Share before the PrudentRx Solution is applied: (a) less any remaining amount of the Member Cost Share billed back to the Client; and (b) less the Discount Factor.

- “**Discount Factor**” is calculated as 10% of the total of the following: the Member Cost Share less any remaining amount of the Member Cost Share billed back to the Client.

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.”

2. The terms and conditions of the Agreement remain in effect except as otherwise stated herein. With respect to the subject matter hereof, this Amendment constitutes the entire agreement between the parties, superseding all similar terms in any prior understandings, agreements, contracts, or arrangements between the parties, whether oral or written.
3. All capitalized terms used in this Amendment and not otherwise defined shall have the meanings set forth in the Agreement. If any provision of this Amendment conflicts with any of the provisions set forth in the Agreement, the provisions of this Amendment shall govern and control.
4. If any provision of this Amendment is held to be void or unenforceable, the remaining provisions are severable, and their enforceability is not affected or impaired in any way by reason of such law or holding.
5. This Amendment may be executed in one or more counterparts and by facsimile or electronic transmission, each of which shall be considered an original and all of which shall constitute one and the same agreement.

Signature Page Follows

IN WITNESS WHEREOF, the undersigned have duly executed this Amendment as of the date first written above.

PRUDENTRX, LLC

COUNTY OF HIDALGO

By: _____
Name: Dipak Patel
Title: President

By: _____
Name: _____
Title: _____

**ACKNOWLEDGED AND ACCEPTED:
CAREMARKPCS HEALTH, L.L.C.**

By: _____
Name: _____
Title: _____