

## ADDENDUM TO ADMINISTRATIVE SERVICES AGREEMENT

**THIS ADDENDUM TO ADMINISTRATIVE SERVICES AGREEMENT** (this “Addendum”), entered into effective as of April 30, 2022 (the “Addendum Effective Date”), is made by and between **RxBenefits, Inc.** (“Administrator”), and **Indian River County Board of County Commissioners** (“Client”). The parties, intending to be legally bound, hereby agree as follows:

1. Administrator and Client are parties to that certain Administrative Services Agreement dated May 1, 2018 (the “Agreement”).
2. Administrator and Client are entering into this Addendum for the purpose of documenting revisions to certain provisions of the Agreement.
3. Article I – Certain Definitions, “Contract Year” of the Agreement shall be amended to read as follows as of the Addendum Effective Date:

“Contract Year”, for purposes of the Initial Term of this Agreement, shall mean the full twelve-month period commencing on the Effective Date and expiring twelve months thereafter. For the First Renewal Term of this Agreement, it shall mean the full twelve-month period commencing on May 1, 2019 and expiring on April 30, 2020. For the Second Renewal Term of this Agreement, it shall mean the full twelve-month period commencing on May 1, 2020 and expiring on April 30, 2021. For the Third Renewal Term of this Agreement, it shall mean the full seventeen (17) month period commencing on May 1, 2021 and expiring on September 30, 2022. For each Additional Renewal Term thereafter, it shall mean the full twelve-month period commencing on the first day of such Additional Renewal Term and expiring twelve months thereafter.

4. Article VI – Term and Termination, Paragraph A of the Agreement shall be amended to read as follows as of the Addendum Effective Date:
  - A. The initial term of this Agreement shall commence on the Effective Date and shall continue in effect, unless sooner terminated as provided herein, for a period of one (1) year after the Effective Date (the “Initial Term”). Unless either Party gives the other Party written notice of its intention to terminate (given in the manner prescribed in Article VIII.B below) at least sixty (60) days in advance of the expiration of the Initial Term, the Term of this Agreement shall automatically renew and extend for an additional one (1) year renewal term (the “First Renewal Term”) without any additional act on the part of either Party (unless sooner terminated as provided herein and subject to the consequences of any such termination). Unless either Party gives the other Party written notice of its intention to terminate (given in the manner prescribed in Article VIII.B below) at least sixty (60) days in advance of the expiration of the First Renewal Term, the Term of this Agreement shall automatically renew and extend for an additional twelve month renewal term (the “Second Renewal Term”) without any additional act on the part of either Party (unless sooner terminated as provided herein and subject to the consequences of any such

termination). Unless either Party gives the other Party written notice of its intention to terminate (given in the manner prescribed in Article VIII.B below) at least sixty (60) days in advance of the expiration of the Second Renewal Term, the Term of this Agreement shall automatically renew and extend for an additional seventeen-month renewal term (the “Third Renewal Term”) without any additional act on the part of either Party (unless sooner terminated as provided herein and subject to the consequences of any such termination). Unless either Party gives the other Party written notice of its intention to terminate (given in the manner prescribed in Article VIII.B below) at least sixty (60) days in advance of the expiration of the Third Renewal Term, the Term of this Agreement shall automatically renew and extend for additional one (1) year renewal terms (each, an “Additional Renewal Term”; the First Renewal Term, the Second Renewal Term, the Third Renewal Terms and any Additional Renewal Term may each be referred to herein as a “Renewal Term”) without any additional act on the part of either Party (unless sooner terminated as provided herein and subject to the consequences of any such termination). Administrator may terminate this Agreement at any time if its contractual arrangement with PBM terminates by giving at least sixty (60) days prior written notice of the termination of this Agreement to Client.

5. Except for the revisions to Article I – Certain Definitions and Article VI – Term and Termination effected hereby, the Agreement shall not otherwise be modified, altered or amended in any respect and is hereby ratified and incorporated herein.

**IN WITNESS WHEREOF**, the undersigned parties have entered into and executed this Addendum effective as of the Addendum Effective Date.

ADMINISTRATOR:

**RxBenefits, Inc.**

By: \_\_\_\_\_

Name: Lauren Simmons

Title: Sr. Director of Compliance and Legal Affairs

CLIENT:

**Indian River County Board of County Commissioners**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_