

**Amendment to PrudentRx Vendor Election Form**

This Amendment (this “**Amendment**”) to the PrudentRx Vendor Election Form, effective July 1<sup>st</sup>, 2024, amends the PrudentRx Vendor Election Form between Aetna Life Insurance Company (“Aetna”), and Brazoria County (“**Customer**”) dated March 1, 2024 (“**VEF**”).

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

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

“**Compensation:** Customer 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 Customer; 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 Customer.

PrudentRx may share a portion of the above service fee with third parties, including Aetna, for services rendered in connection the PrudentRx Solution. 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 VEF 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 VEF. If any provision of this Amendment conflicts with any of the provisions set forth in the VEF, 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.

**Aetna Life Insurance  
Company**

**Brazoria County**

By: \_\_\_\_\_  
Name: Sateh Rostami  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Holly Fox  
Title: \_\_\_\_\_