

**THE POINT SOLUTIONS MANAGEMENT AMENDMENT**

This Amendment, the “Point Solutions Management Amendment”, effective 3/1/2024, amends the Master Services Agreement between Aetna Life Insurance Company, a Connecticut corporation, (“Aetna”) and Brazoria County dated 03/01/2024 (the “Agreement”).

Whereas, Aetna desires to make available the point solutions management services which makes available to its clients certain third-party digital applications and other products and services (“Point Solutions Management Services”) to Customer; and

Whereas, Customer desires to enroll in the Point Solutions Management Services.

Now, therefore, the parties agree to amend the Agreement as set forth herein.

1. The following provision shall be added to Section 2 (Services) of the Agreement:

“Aetna shall make available to Customer the Point Solutions Management Services in accordance with the terms and conditions thereof described in Exhibit A, a copy of which is attached hereto.”

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.

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

**AETNA LIFE INSURANCE COMPANY:**

**CUSTOMER:**

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

## Exhibit A

### Point Solutions Management Service Terms and Conditions

Customer has implemented the Point Solutions Management Service to engage in certain third-party digital applications and other products and services (each a “PSM Solution” provided by a “PSM Vendor”) as set forth below. PSM Vendors are contracted as subcontractors of Aetna’s affiliate, CaremarkPCS Health, L.L.C. (“CVS Caremark”).

1. Customer will enroll in individual PSM Solutions by executing a “Vendor Election Form” provided by CVS Caremark. Implementation dates of individual PSM Solutions will be as described in their respective Vendor Election Forms. Aetna shall collect from Customer and remit to CVS Caremark and CVS Caremark shall remit to PSM Vendors, the fees described in each Vendor Election Form. Neither Aetna nor CVS Caremark shall be responsible for funding any portion of the PSM Solutions, but rather shall remit applicable fees only for amounts properly funded by Customer. The PSM Solution will be available to employees of Customer residing in the United States.
2. The Point Solutions Management Service processes payments for third-party products and services. The PSM Solution may include access or use, or otherwise interact with third party applications, websites and services (“Third Party Applications”) to make the PSM Solution available to Customer. These Third-Party Applications may have their own terms and conditions of use. Customer understands and agrees that CVS Caremark and Aetna do not endorse and are not responsible for the terms and conditions of use of those Third-Party Applications. PSM Solutions and related payments shall not constitute Claims under the Agreement and are excluded from the calculation of any and all financial and performance guarantees in the Agreement. Fees for PSM Solutions may not be paid from any allowances or credits made available to Customer by Aetna under the Agreement. In the event a PSM Solution impacts the underlying financial terms of the Agreement, Aetna will review such impact with Customer and may equitably adjust the same.
3. Communication campaigns, including but not limited to campaigns that raise awareness of the PSM Solutions, will be designed and executed by PSM Vendors in coordination with Customer. Data regarding PSM Solutions may be audited pursuant to Customer’s existing audit rights and may take up to ninety (90) days from the date of the data request if records need to be secured from PSM Vendors. Neither CVS Caremark nor Aetna will be liable for any obligations arising from existing agreements with a PSM Vendor, or for services provided by PSM Vendors other than those provided pursuant to a Vendor Election Form. Customer is a Covered Entity under the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations at 45 CFR Parts 160-164 (“HIPAA Rules”). To the extent Customer authorizes the disclosure of protected health information of its members to a PSM Vendor for a PSM Solution, it will comply with and be subject to the HIPAA Rules.
4. The term of Customer’s participation in the Point Solutions Management Service shall expire one (1) year from the date of execution of this Amendment, and shall thereafter automatically renew for additional one (1) year terms unless either party provides written notice of non-renewal at least ninety (90) days before the end of the initial term or any renewal term; provided that either party may at any time terminate Customer’s participation in the Point Solutions Management Service, or any individual PSM

Solution, upon ninety (90) days' prior written notice to the other party. In the event safety concerns with a PSM Solution or breach of a PSM Vendor's contract with CVS Caremark require CVS Caremark to terminate a PSM Solution, CVS Caremark shall notify Aetna which, in turn, will notify Customer of the termination within five (5) business days. Upon the termination of Customer's participation in the Point Solutions Management Service, all Vendor Election Forms will terminate simultaneously with such termination.