

National Cooperative

Cooperative Member Agreement

The undersigned (“we”, “us” or “our”) desire membership in National CooperativeRx (“**Cooperative**”), a Wisconsin cooperative organized under Chapter 185 of the Wisconsin Statutes, and for this purpose provide the following information and commitments.

1. **Class of Membership.** We are an entity described in the class checked below, and request membership in Cooperative as a member of such class (check one below):

Participating Members. Participating Members are entities other than founding members that provide pharmacy benefits as part of their health care plans for their employees, insureds, or other covered lives, who are at risk for some or all of the cost of the pharmacy benefits provided under such plans, who have entered into contracts approved by Cooperative for the delivery of pharmacy benefit management and related services, and who meet any other requirements for Participating Members set forth in the bylaws of Cooperative, as amended, or in policies adopted by Cooperative’s board of directors from time to time.

- or -

Sustaining Members. Sustaining Members are entities that are similar to Participating and Affiliate Members, that are granted similar status as that of founding members, as determined by Cooperative’s board of directors, and that are integral strategic partners to Cooperative, and who meet any other requirements for Sustaining Members set forth in the bylaws of Cooperative, as amended, or in policies adopted by Cooperative’s board of directors from time to time.

Affiliate Members. Affiliate Members are entities other than founding members, participating members, and sustaining members that have programs supporting the goals of Cooperative and that facilitate access to the benefits of Cooperative by their members and affiliates, and who meet any other requirements for Affiliate Members set forth in the bylaws of Cooperative, as amended, or in policies adopted by Cooperative’s board of directors from time to time.

2. **Review of Cooperative Information.** Sustaining Members and Participating Members have the opportunity to review, upon request, the following documents from Cooperative:
 - a. Cooperative Summary of Structure and Operation;
 - b. Cooperative Articles of Incorporation, as amended; and
 - c. Cooperative Bylaws, as amended.
3. **Sustaining Members’ Term of Membership.** If we have requested to become Sustaining Members, and are approved by Cooperative as eligible for such membership, we understand and agree that we will become Sustaining Members of Cooperative only when we sign and become bound to an addendum to the Coalition

Master Benefit Service Agreement (“**Master Agreement**”) with the pharmacy benefit manager (“**PBM**”) with whom Cooperative has contracted to provide pharmacy benefit management services to its Sustaining Members from time to time (“**Master Agreement Addendum**”) and upon execution of this Cooperative Member Agreement. Additionally, we understand and agree that our membership shall terminate subject to the terms described in the bylaws of Cooperative, as amended. We understand and agree that the Master Agreement Addendum we sign from time to time will have provisions requiring our payment of fees to Cooperative in consideration of our access to and receipt of benefits from the Master Agreement. We understand and agree that we may be required to pay such fees directly to Cooperative, or such fees will be paid on our behalf by the PBM from the amounts we pay to the PBM pursuant to the terms of the Master Agreement and the Master Agreement Addendum. We acknowledge that such fees are subject to annual prospective adjustment by Cooperative, and that these fees represent patronage income to Cooperative.

4. **Participating Members’ Term of Membership.** If we have requested to become Participating Members, and are approved by Cooperative as eligible for participating membership, we understand and agree that we will become Participating Members of Cooperative only when we sign and become bound to an addendum to the Master Agreement with the PBM with whom Cooperative has contracted to provided pharmacy benefit management services to its Participating Members from time to time and upon execution of this Cooperative Member Agreement. Additionally, we understand and agree that our membership shall terminate subject to the terms described in the bylaws of Cooperative, as amended. We understand and agree that the Master Agreement Addendum we may sign from time to time will have provisions requiring our payment of fees to Cooperative in consideration of our access to and receipt of benefits from the Master Agreement. We understand and agree that we may be required to pay such fees directly to Cooperative, or such fees will be paid on our behalf by the PBM from the amounts we pay to the PBM pursuant to the terms of the Master Agreement and the Master Agreement Addendum. We acknowledge that such fees are subject to annual prospective adjustment by Cooperative and a 70 day notice of any change to fees will be provided by Cooperative. These fees represent patronage income to Cooperative.
5. **Affiliate Members Term of Membership.** If we have requested to become Affiliate Members of Cooperative, we understand and agree that we will become Affiliate Members upon the approval of our membership by Cooperative and upon execution of this Cooperative Member Agreement. Additionally, we understand and agree that our membership shall terminate subject to the terms described in the bylaws of Cooperative, as amended.
6. **Distributions.** We understand that the board of directors of Cooperative will determine and distribute annually the net proceeds of Cooperative as described in Article 9 of the bylaws of Cooperative, as amended. We acknowledge and agree that the board will determine the form of distribution, some of which may be in cash and some of which may be in surplus allocated to us. We further understand

that any such surplus allocated to us will not be available to or redeemable by us without the further approval of the board of directors of Cooperative.

7. **Member Consent to Treat Certain Distributions as Income.** We hereby agree that the amount of any distributions from Cooperative to us, with respect to our patronage which are made in qualified written notices of allocation (as defined in 26 U.S.C. §1388), will be taken into account by us at the stated dollar amounts in the manner provided in 26 U.S.C. §1385(a) in the taxable year in which such written notices of allocation are received by us.
8. **Confidentiality.** Both parties agree to keep confidential the Proprietary Information (as defined herein), limiting use of such information solely to administer the obligation to Cooperative and to the PBM of Cooperative and for no other purposes.

Proprietary Information includes all information relating to the terms of a Master Agreement Addendum, as well as the Master Agreement between Cooperative and the PBM, as negotiated by the Cooperative with the PBM for its services as a PBM including but not limited to pricing information of the benefits to be made available under the Master Agreement, the structure of the relationships to be formed between the PBM, Cooperative and its members, and the marketing plans and business strategies of Cooperative and the PBM. Proprietary Information includes all of the above described information in any form in which it is held and transmitted, including but not limited to oral, written, facsimile, and digital forms of storage and transmittal.

9. **Corporate Compliance.** The parties represent and warrant to each other that neither the party making the representation, nor any of its officers, director, managing employees or any individual with a direct or indirect ownership or controlling interest of at least 5% in the party has (i) been convicted of any criminal offense related to the delivery of an item or service under any government healthcare program, (ii) had a civil monetary penalty assessed against it pursuant to 42 U.S.C. 1320a-7a or 42 U.S.C. 1320a-8, or (iii) been excluded from participation in any government healthcare program. Additionally, it is the intention of the parties, that for purposes of the Federal Anti-kickback Statute, any discount, rebate or other participating group credit, as described in the Master Agreement, shall constitute and be treated as discount against the price of drugs within the meaning of 42 U.S.C. §1320a 7b(b)(3)(A). It shall be the responsibility of the parties to promptly notify the other party in writing of any changes in its status relative to the foregoing conditions. Notwithstanding any agreement to the contrary, each party reserves the right to terminate this agreement immediately by providing written notice to the other party, based upon a determination in the party's good faith determination that the other party has (i) materially failed to comply with the above requirements applicable to the party or (ii) been convicted, sanctioned or excluded in the manner described above.

We submit this Cooperative Membership Agreement and request membership in Cooperative as described above, and if accepted, agree to be legally bound to our

commitments stated above as consideration for our receipt of the benefits from our Cooperative membership.

Winnebago County
Name of Applicant (Organization)

by: _____
Signature of Authorized Representative

Name & Title

Date Signed

The applicant named above is hereby accepted as a Member of Cooperative on the terms set forth above as of the date counter signed by Applicant.

NATIONAL COOPERATIVERX

by: _____
Signature of Authorized Representative

Josh Bindl, CEO
Name & Title

Date signed

10781200.4

Participating Group Addendum

Participating Group Name: Winnebago County

Participating Group Address: 112 Otter Avenue
Oshkosh, WI 54901

Contact Person: _____

Participating Group Addendum Effective Date: January 1, 2020

Participating Group Addendum End Date: December 31, 2021

Participating Group represents that the Plan is / is not governed by ERISA.

This Addendum (“**Participating Group Addendum**”) supplements the Amended and Restated Coalition Master Prescription Benefit Services Agreement effective January 1, 2019 (“**Master Agreement**”), as amended, between CaremarkPCS Health, L.L.C., a Delaware limited liability company (“**CVS/caremark**”), and National CooperativeRx, a Wisconsin Cooperative (“**NCRx**”), on its own behalf and on behalf of the Participating Group. All capitalized terms used in this Participating Group Addendum shall have the meaning set forth in the Master Agreement.

1. The undersigned Participating Group (“**Participating Group**”) is, and shall remain, a cooperative member of NCRx during the Term. Participating Group has reviewed the Master Agreement and desires that CVS/caremark provide to it the products and services described in the Master Agreement on the terms and conditions set forth in the Master Agreement, as amended from time to time, and this Participating Group Addendum. By signing this Participating Group Addendum, Participating Group agrees to the terms and conditions of the Master Agreement, including the Exhibits attached thereto and any subsequent amendments to the Master Agreement which may be entered into between NCRx and CVS/caremark, and this Participating Group Addendum.

2. CVS/caremark agrees to provide services to the undersigned Participating Group under the same terms and conditions set forth in the Master Agreement, including any amendments or other applicable written agreements which may be entered in writing between NCRx and CVS/caremark during the Term, as applicable. This Participating Group Addendum shall terminate automatically upon termination of the Master Agreement, except as otherwise set forth in Section 6.10 of the Master Agreement, consistent with the terms of the Master Agreement.

3. Participating Group elects the pricing options and optional services as further described in the Master Agreement, as reflected in the PDD documents approved by Participating Group:

Retail Network (Select one):

- Retail - National Network**
 Retail - CareChoice Network
 Advanced Choice Network

Formularies (Select those that apply):

- Aligned CVS/caremark Performance Drug List – Standard Control
- Aligned CVS/caremark Performance Drug List – Standard Control with PA Option
- Aligned CVS/caremark Performance Drug List – Standard Formulary Opt Out
- Advanced Control Formulary (Includes Advanced Control Specialty Formulary)
- Advanced Control Specialty Formulary
- Value Formulary (Incentivized)
- Value Formulary (Closed)

Rebates

- Traditional
- POS Rebates
- Reinvested Rebates

Specialty Medications (Select those that apply):

Note: Advanced Control Specialty Formulary is not offered with the PDPD Program.)

Specialty pricing will be included in a Specialty Drug List – See applicable Attachment 1 to Exhibit A (Traditional Rebates) or Attachment 2 to Exhibit A (Reinvested Rebates) in Master Agreement.

- Open Specialty Arrangement
- Exclusive Specialty Arrangement
- Open Specialty Arrangement with PDPD Program
- Exclusive Specialty Arrangement with PDPD Program

Select only one of the following 90-day network options, if any:

Maintenance Choice Program

- Maintenance Choice Program – Mandatory/Incentivized Option available to Plan Participants
- Maintenance Choice Program – Voluntary Option available to Plan Participants
- Maintenance Choice Program – Opt-Out Option available to Plan Participants
- Extended Day Supply (EDS) - 90**

If elected, select one of the following optional services (if eligible) as further described in the Master Agreement:

Generic Step Therapy Program

- High Performance Generic Step Therapy
- Traditional Generic Step Therapy

4. **Market Check.** Participating Group delegates the authority to negotiate the market check pricing terms applicable to Participating Group, if any, to NCRx. Once the revised pricing terms are agreed upon by NCRx and CVS/caremark, NCRx shall advise Participating Group of the revised pricing in advance of the effective date of such revised pricing.

5. This Participating Group Addendum, together with the Master Agreement constitutes the entire agreement between the parties with respect to the subject matter herein and supersedes all prior understandings, agreements, contracts or arrangements between the parties, whether oral or written.

WINNEBAGO COUNTY

By: _____

Name: _____

Title: _____

Date: _____

AUTHENTICATION

NCRx signs below to certify that this Participating Group Addendum is entered into under and in accordance with the provisions of the Master Agreement, and is approved by it in form and substance. No amendments or other modifications to this Participating Group Addendum are effective until NCRx has reviewed such modifications and approved them in a written amendment to this Participating Group Addendum.

NATIONAL COOPERATIVE RX

By:

Name: Josh Bindl

Title: CEO