

**PIGGYBACK AGREEMENT FOR PRESCRIPTION DRUG PROGRAM
MANAGEMENT SERVICES**

THIS PIGGYBACK AGREEMENT (the "Agreement") is entered into as of the Effective Date defined in Section 3A, below, by and between Polk County (the "County"), a political subdivision of the State of Florida, situated at 330 W. Church Street, Bartow, Florida 33830, and LucyRx Health Solutions, Inc (the "Vendor"), a Delaware corporation, 7373 Wisconsin Avenue, Suite 910, Bethesda, MD 20814, and whose Federal Employer Identification Number is 27-02812818.

WHEREAS, the County's Procurement Ordinance and Procurement Procedures permit it to enter into piggyback purchasing agreements; and

WHEREAS, the County requires the services of a vendor who can provide pharmaceutical services for the Polk County Polk Healthcare Plan participants; and

WHEREAS, the Vendor has contracted with Pinellas County, a subdivision of the State of Florida, to provide pharmaceutical services pursuant to that certain Contract No. 25-0258-RFP dated as of October 1, 2025 (the "Pinellas Agreement") which those parties entered into upon Pinellas County's award of Solicitation 25-0258-REQ to Vendor providing pharmaceutical services to support the Pinellas County Health Program and Healthcare for the Homeless Program; and

WHEREAS, the County and the Vendor have determined that the Pinellas Agreement is an acceptable agreement upon which the County and the Vendor may establish a piggyback agreement.

NOW, THEREFORE, in consideration of the promises contained herein, the parties hereby agree, as follows:

1. **Recitals.** The above stated recitals are true and correct.
2. **Terms and Conditions; Conflict.** Except as otherwise stated herein, the terms and conditions of the Pinellas Agreement shall form the basis of this Agreement, with the County having the rights, duties, and obligations of "Pinellas County" thereunder. A true and correct copy of the Pinellas Agreement is attached as Exhibit "A" and incorporated herein. If any provision of this Agreement conflicts with any provision of the Pinellas Agreement, then the terms, conditions, and provisions of this Agreement shall control.
3. **Supplemental Terms and Conditions.** The terms and conditions of the Pinellas Agreement are hereby modified or supplemented, as follows:
 - A. **Term.** The term of this Agreement shall commence on the date (the "Effective Date") the later of the two parties executes the Agreement and, unless sooner terminated pursuant to Section 3.D herein, shall continue until the first to occur of the following: (i) upon expiration or earlier termination of the Pinellas Agreement (it being acknowledged and understood that the latest possible termination date for the Pinellas Agreement, with all renewal options exercised, is September 30, 2030; or (ii) upon termination by the County, for any reason or no reason, following 30 days' written notice to the Vendor.
 - B. **Insurance.** The Vendor shall maintain at all times the following minimum

levels of insurance and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below. The Vendor shall provide the County original Certificates of Insurance satisfactory to the County to evidence such coverage before any work commences. The County shall be named as an additional insured on General and Automobile Liability policies. General Liability and Workers' Compensation policies shall contain a waiver of subrogation in favor of Polk County. The commercial General Liability Policy shall (by endorsement if necessary) provide contractual liability coverage for the contractual indemnity stated in Section 10, above. All insurance coverage shall be written with a company having an A.M. Best rating of at least the "A" category and size category of VIII. In the event of any failure by the Vendor to comply with the provisions of this Section 11, the County may, at its option, upon notice to the Vendor suspend Vendor's performance of the Services for cause until there is full compliance. Alternatively, the County may purchase such insurance at the Vendor's expense, provided that the County shall have no obligation to do so and if the County shall do so, the Vendor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverage.

Professional Services Errors & Omissions Liability insurance, with a limit of \$5,000,000 per claim

General Liability insurance with a per-occurrence limit of one million dollars (\$1,000,000), which insurance shall be written on a commercial general liability insurance form; and Excess Liability insurance with a per-occurrence limit of five million dollars (\$5,000,000).

Crime Insurance (fidelity bond) (to cover money, securities and other property against a variety of criminal acts, such as employee theft, robbery, forgery, extortion and computer fraud) with a limit of \$1,000,000.

Cyber Liability Insurance, with a limit of five million dollars (\$5,000,000) in the aggregate.

Comprehensive Automobile Liability Insurance. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

Commercial General Liability. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Premises and Operations:

Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverage.

Independent Contractors:

Delete Exclusion relative to collapse, explosion and underground;

Property Damage Hazards; Cross Liability Endorsement; and Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm)

Workers Compensation. The Vendor shall provide, pay for, and maintain workers compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

C. **Indemnity.** Vendor, to the maximum extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County) protect and hold the County, and its officers, employees and agents harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses (including, without limitation, attorneys' fees costs and expenses incurred during negotiation, through litigation and all appeals therefrom) whatsoever including, but not limited, to those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Vendor to comply with applicable laws, rules or regulations, (ii) the breach by Vendor of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of Vendor's performance or nonperformance of this Agreement, or (iv) the grossly negligent acts, errors or omissions, or intentional or willful misconduct, of Vendor, its professional associates, subcontractors, agents, and employees provided, however, that Vendor shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence.

D. **Force Majeure.** Either party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" is defined as any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other party describing the event in reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay. The non-performing party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the non-performing party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the non-performing party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-performing party shall keep the

other party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

E. Default and Remedy. If Vendor materially defaults in its obligations under this Agreement, then the County shall have the right to (i) immediately terminate this Agreement by delivering written notice to Vendor, and (ii) pursue any and all remedies available in law, equity, and under this Agreement. If the County materially defaults in its obligations under this Agreement, then Vendor shall have the right to immediately terminate this Agreement by delivering written notice to the County and to seek payment from County for those services Vendor has provided but for which has not yet been paid.

F. Attorneys' Fees and Costs. In connection with any dispute or any litigation arising out of, or relating to this Agreement, each party shall be responsible for its own legal and attorneys' fees, costs and expenses, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

G. Dispute Resolution. Notwithstanding anything in the Pinellas Agreement to the contrary, there shall be no arbitration of any dispute arising or pertaining to this Agreement. The parties shall resolve all such disputes via voluntary and non-binding mediation or negotiation.

H. LIMITATION OF LIABILITY. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE WHATSOEVER INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS CONTRACT BY THE RESPONSIBLE PARTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

I. Governing Law. This Agreement shall be governed in all respects by the Laws of the State of Florida, without regard to conflicts of the laws principles.

J. Venue. Any litigation with respect to this Agreement shall be brought and prosecuted only in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida.

K. Notice. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing, and shall be, as elected by the person giving such notice, hand delivered by nationally recognized messenger or by courier service, or mailed by registered or certified mail, return receipt requested, and addressed, as follows:

If to the County: Polk County Health and Human Services Division
Attention: Community Health Care, Provider Relations
Manager
2135 Marshall Edwards Drive
Bartow, FL 33830

If to Vendor: LucyRx Health Solutions, Inc.
Attn: Susan Thomas, Chief Commercial Officer
7373 Wisconsin Ave, Suite 910
Bethesda, MD 20814
With a copy to: Chief Legal Officer;
legal.notices@lucyrx.com

L. Non-exclusive Agreement. This Agreement does not grant the Vendor the exclusive right to provide the County pharmaceutical services for the Polk County Polk Healthcare Plan participants during the Agreement term. The County may utilize its own personnel to perform such services or it may employ other vendors or contractors to provide such services.

M. Public Records Law.

(a) The Contractor acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Vendor further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Vendor shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Vendor acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records required by the County to perform the services required under this Agreement;

(2) upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Vendor does not transfer the records to the County; and

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Vendor or keep and maintain public records required by the County to perform the service. If the Vendor transfers all public records to the County upon completion of this Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains

public records upon completion of this Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

(5) for avoidance of doubt, as set forth in the Pinellas County Agreement (see Pinellas County's Standard Terms & Conditions), each party will maintain as confidential any Confidential Records & Information, to the extent authorized by Federal and Florida law. Access to Confidential Records & Information will be limited by the Parties to only those employees or agents that must have access to comply with the terms of this Agreement.

(c) IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

**RECORDS MANAGEMENT LIAISON OFFICER
POLK COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7670
EMAIL:RMLO@POLK-COUNTY.NET**

N. Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s).

(i) By its execution of this Agreement, the Vendor hereby certifies to the County that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

(ii) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000), then the Vendor further certifies to the County as follows:

(a) the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and

(b) the Vendor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and

(c) the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and

(d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.

(iii) The Vendor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Vendor for submitting a false certification to the

County regarding the foregoing matters.

B. **Termination.** In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:

(i) the Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel;
or

(ii) the Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Vendor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000).

O. **No Construction Against Drafter.** The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Accordingly, any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

P. **Public Entity Crimes.** The Vendor declares and warrants that neither the Vendor nor any of the Vendor's affiliates, as that term is defined in Section 287.133, Florida Statutes, are subject to the restrictions in Section 287.133, Florida Statutes, regarding the commission of a public entity crime. If during the term of this Agreement, the Vendor or any affiliate is convicted of a public entity crime or is otherwise prohibited from performing work for or transacting business with the County pursuant to Section 287.133, Florida Statutes, then the Vendor shall be in material default of this Agreement, and in such case, the County shall have the rights and remedies as provided herein.

Q. **Unauthorized Alien(s)**

The Vendor shall not employ or utilize unauthorized aliens in the performance of the Services provided pursuant to this Agreement. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a) and a cause for the County's unilateral termination of this Agreement. When delivering executed counterparts of this Agreement to the County, the Vendor shall also deliver a completed and executed counterpart of the attached "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS" form.

R. **Employment Eligibility Verification (E-VERIFY)**

A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

B. Pursuant to Section 448.095(5), Florida Statutes, the contractor hereto, and any subcontractor thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. The contractor acknowledges and agrees that (i) the County and the contractor may not enter into this Agreement, and the contractor may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

C. By entering into this Agreement, the contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the contractor, the contractor may not be awarded a public contract for a period of 1 year after the date of termination. The contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

S. **Entire Agreement.** This Agreement sets forth the entire understanding and agreement between the parties. This Agreement may only be modified or changed in writing, and such modifications and changes signed by both parties.

T. **Contingency on Business Associate Agreement**

- (i) This Agreement is expressly contingent upon the execution of the Business Associate Agreement (the "BAA"), attached hereto as Exhibit B and incorporated herein by reference. The Parties acknowledge and agree the BAA is a material condition precedent to the effectiveness of this Agreement. Vendor acknowledges the County's obligations under this Agreement do not commence until the BAA is properly executed and delivered to the County.
- (ii) If the BAA is not properly executed and maintained in full force at all times during the term of this Agreement, then the County may, in its sole discretion, exercise one or both of the following options:

1. Withhold payment under this Agreement until the BAA is properly executed; or
2. Immediately terminate the Agreement, without penalty or further obligation, upon written notice to the Vendor.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ATTEST:

STACY BUTTERFIELD
CLERK OF THE BOARD

Polk County, a political subdivision
of the State of Florida

By: _____
Deputy Clerk

By: _____
T. R. Wilson, Chairman
Board of County Commissioners

Date Signed By County _____

Reviewed as to form and legal sufficiency:

Josh Wilson 9/10/2025
County Attorney's Office Date

ATTEST:

LucyRx Health Solutions, Inc,
a Delaware corporation

By: [Signature]
Corporate Secretary

By: [Signature]

President

David Blair

[Print Name]

Paul Brown

[Print Name]

Date: 9/25/2025

Chief Legal Officer
[Title]
Date: 9/25/25

SEAL

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: 25-0258-RFP Pharmacy Benefit Services

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONSULTANT WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONSULTANT OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA.

SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.

PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: Lucy Rx Health Solutions, Inc.

Signature: [Signature]

Title: Chief Legal Officer

Date: _____

State of: Maryland

County of: Montgomery

The foregoing instrument was acknowledged before me by means of ☒ physical presence

or ☐ online notarization, this 25 day of September 2025, by

Paul Brown (name) as Chief Legal Officer (title of officer) of

Lucy Rx (entity name), on behalf of the company, who ☒ is

personally known to me or ☐ has produced _____ as

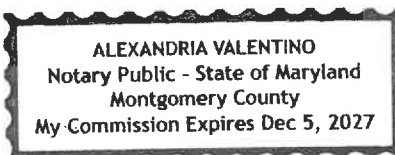
identification.

Notary Public Signature: Alexandria Allen

Printed Name of Notary Public: Alexandria Allen Commissioned as: Alexandria Valentino

Notary Commission Number and Expiration: December 5, 2027

(AFFIX NOTARY SEAL)



Affidavit Regarding the Use of Coercion for Labor or Services

In compliance with Section 787.06(13), Florida Statutes, this attestation must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Polk County, a political subdivision of the State of Florida.

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I currently serve as an officer or representative of the Nongovernmental Entity.
3. The Nongovernmental Entity does **not** use coercion for labor or services, as those underlined terms are defined in Section 787.06, Florida Statutes.
4. This declaration is made pursuant to Section 92.525, Fla. Stat. and Section 787.06, Fla. Stat. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I Paul Brown, Chief Leg. Officer (Signatory Name and Title), declare that I have read the foregoing Affidavit Regarding the Use of Coercion for Labor and Services and that the facts stated in it are true.

Further Affiant sayeth naught.

Lucy Rx Health Solutions Inc.
NONGOVERNMENTAL ENTITY


SIGNATURE

Paul Brown
PRINT NAME

Chief Leg. Officer
TITLE

9/25/25
DATE

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

PROJECT NAME: 25-0258-RFP Pharmacy Benefit Services

The undersigned, as an authorized officer of the contractor identified below (the "Contractor"), having full knowledge of the statements contained herein, hereby certifies to Polk County, a political subdivision of the State of Florida (the "County"), by and on behalf of the Contractor in accordance with the requirements of Section 448.095, Florida Statutes, as related to the contract entered into by and between the Contractor and the County on or about the date hereof, whereby the Contractor will provide labor, supplies, or services to the County in exchange for salary, wages, or other remuneration (the "Contract"), as follows:

1. Unless otherwise defined herein, terms used in this Certification which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

2. Pursuant to Section 448.095(5), Florida Statutes, the Contractor, and any subcontractor under the Contract, must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor or subcontractor. The Contractor acknowledges and agrees that (i) the County and the Contractor may not enter into the Contract, and the Contractor may not enter into any subcontracts thereunder, unless each party to the Contract, and each party to any subcontracts thereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of the Contract, and the County may treat a failure to comply as a material breach of the Contract.

3. By entering into the Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the Contract. Failure to comply will lead to termination of the Contract, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If the Contract is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If the Contract is terminated for a violation of Section 448.095, Fla. Stat., by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the County as a result of the termination of the Contract. Nothing in this Certification shall be construed to allow intentional discrimination of any class protected by law.

Executed this 25th day of September, 2025

ATTEST:

By: Alexandria Allen

PRINTED NAME: Alexandria Allen

Its: Chief of Staff

CONTRACTOR:

By: Paul Brown

PRINTED NAME: Paul Brown

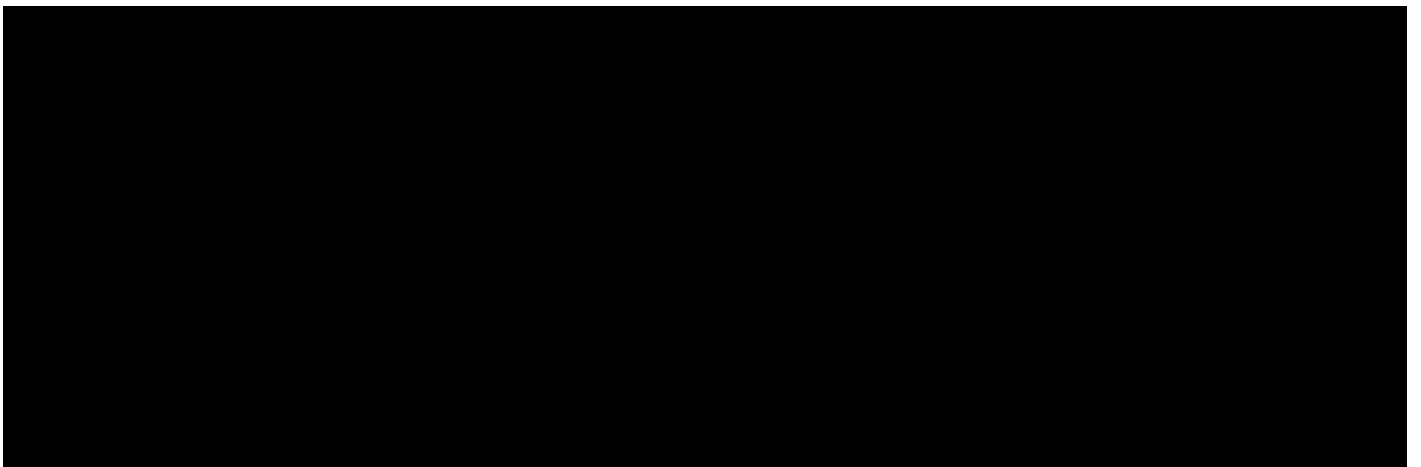
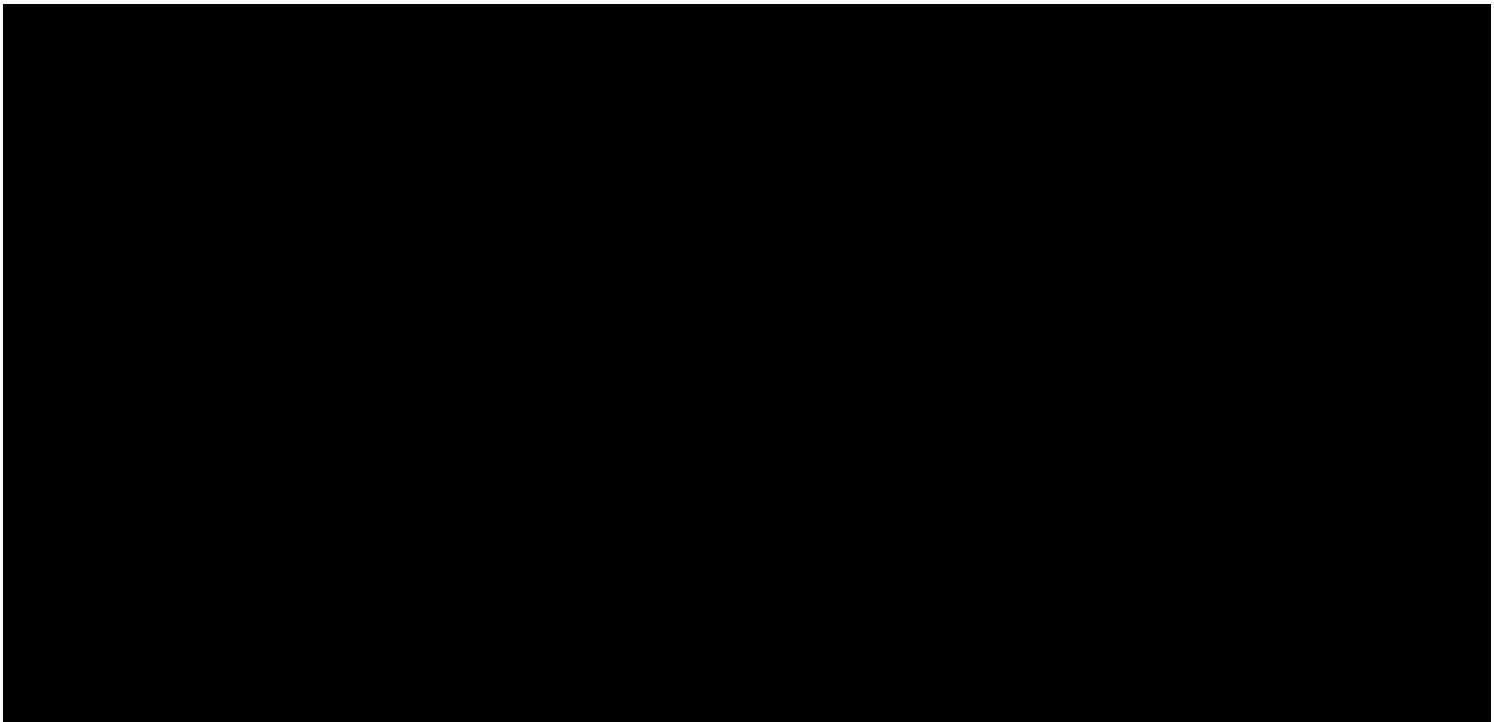
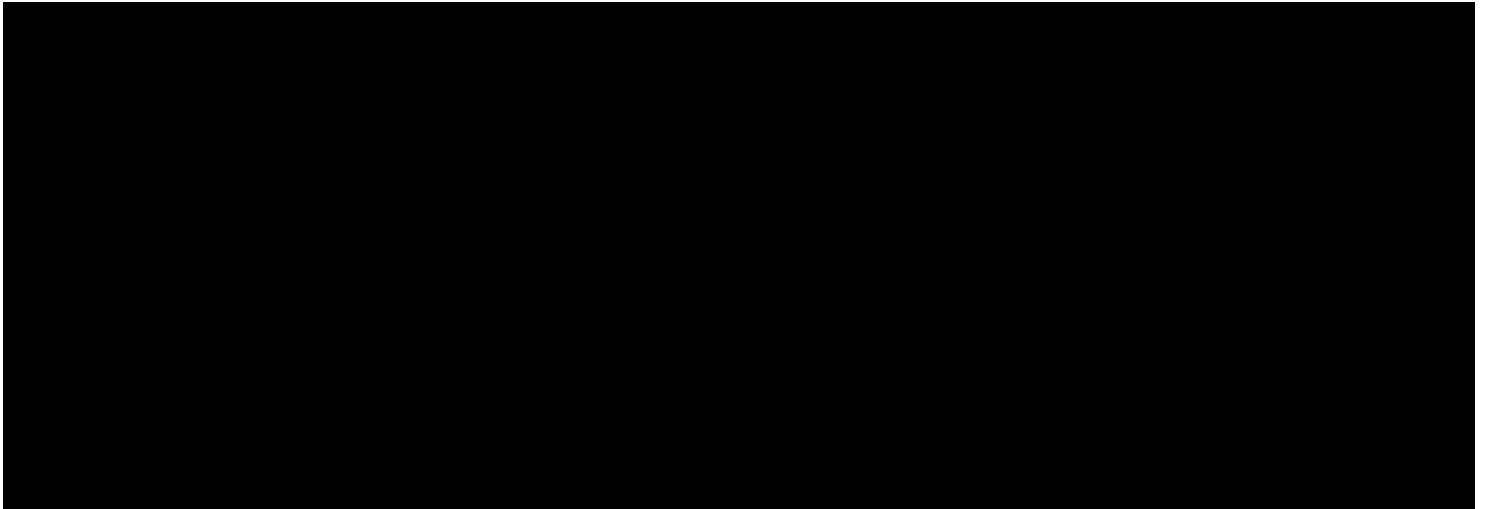
Its: Chief Legal Officer

**CSC IPM HOLDINGS, INC.
CSC IPM ACQUISITION, INC.
LUCYRX HEALTH SOLUTIONS, INC.
LUCYRX SERVICES COMPANY, LLC
LUCYRX HEALTH SOLUTIONS OHIO, LLC
INTEGRATED PHARMACY, LLC
PHARMAVAIL BENEFIT MANAGEMENT, INC.**

Unanimous Written Consent of the Governing Body

May 23, 2025

The undersigned, being (i) the sole director (the “Sole Director”) of CSC IPM Holdings, Inc., a Delaware corporation (“IPM Holdings”), CSC IPM Acquisition, Inc., a Delaware corporation (“IPM Acquisition”), LucyRx Health Solutions, Inc., a Delaware corporation (“Health Solutions”) and PharmAvail Benefit Management, Inc., a Georgia corporation (“PharmAvail”) and (ii) the sole members and/or manager (the “Sole Members” and together with the Sole Director, the “Governing Bodies”) of LucyRx Services Company, LLC, a Delaware limited liability company (“Services Company”), LucyRx Health Solutions Ohio, LLC, an Ohio limited liability company (“Health Solutions Ohio”) and Integrated Pharmacy, LLC, a Texas limited liability company (“Integrated” and together with IPM Holdings, IPM Acquisition, Health Solutions, PharmAvail, Services Company and Health Solutions Ohio, the “Companies”), DO HEREBY ADOPT the resolutions hereinafter set forth as the action of each Governing Body by written consent in lieu of a meeting of such Governing Body of each Company, and DO HEREBY DIRECT that this consent be filed in the minutes of meetings of the Governing Body for each Company, to be treated for all purposes as actions taken at a meeting. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Credit Agreement (as defined below).



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

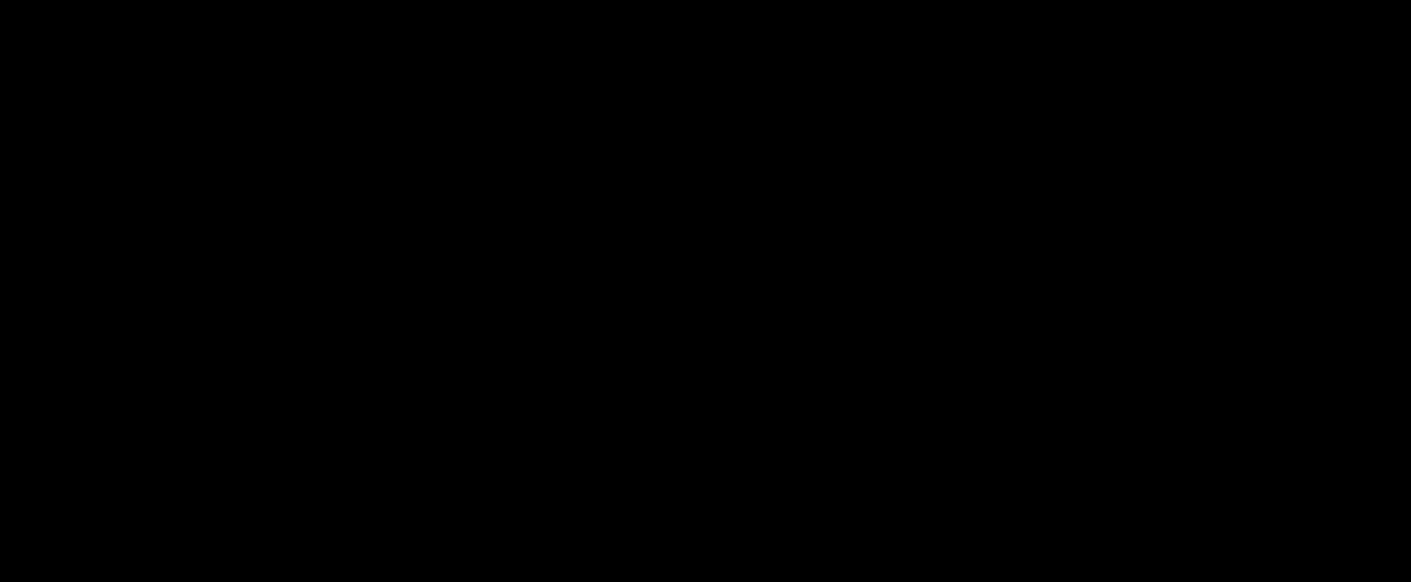
APPOINTMENT OF OFFICERS

RESOLVED: That effective as of the date hereof, the following persons are hereby elected to the office set forth opposite their name, to serve in accordance with the organizational documents of each Company and to hold such office until the election and qualification of their respective successor or until their earlier resignation and removal:

Paul Brown Chief Legal Officer and General Counsel

Caleb Goings Vice President

GENERAL RESOLUTIONS



RESOLVED: That each of the Authorized Officers acting singly is hereby authorized, empowered and directed, from time to time, on behalf of each Company, under the corporate seal of each Company, if desired, to execute, acknowledge, deliver and file any such orders, directions, certificates, instruments, agreements, notices, waivers, consents, amendments, mortgages, deeds of trust, leasehold mortgages, assignments, fixture filings, affidavits, Uniform Commercial Code financing statements, endorsements of securities, memoranda of copyright, patent and trademark security interests and other instruments and documents, and to take or cause to be taken all other actions in connection with the transactions which are referred to in, or contemplated by, the preceding resolutions, as may be shown by such his, her or their execution and performance thereof to be in his, her or their judgment necessary or desirable, the taking of such action to be conclusive evidence that the same is authorized by the Governing Body of each Company.

RESOLVED: That all acts and things previously done by any of member, manager, officer, employee or agent of each Company, on or prior to the date hereof, in the name and on behalf of each Company, in connection with the transactions contemplated by the foregoing resolutions, are in all respects ratified, approved, confirmed and adopted as acts and deeds by and on behalf of each Company.

RESOLVED: This unanimous written consent may be executed (by original or facsimile) in counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same unanimous written consent.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned, being the Sole Director of each of CSC IPM Holdings, Inc., a Delaware corporation, CSC IPM Acquisition, Inc., a Delaware corporation, LucyRx Health Solutions, Inc., a Delaware corporation, and PharmAvail Benefit Management, Inc., a Georgia corporation, has executed this Consent as of the date first written above.



David Blair

IN WITNESS WHEREOF, the undersigned, being the Sole Member of each of LucyRx Health Solutions Ohio, LLC, an Ohio limited liability company, and LucyRx Services Company, LLC, a Delaware limited liability company, has executed this Consent as of the date first written above.

SOLE MEMBER:

LUCYRX OPCO, INC.

By: 

Name: David Blair

Title: President

IN WITNESS WHEREOF, the undersigned, being the Sole Member and Manager of Integrated Pharmacy, LLC, a Texas limited liability company, has executed this Consent as of the date first written above.

SOLE MEMBER AND MANAGER:

LUCYRX HEALTH SOLUTIONS, INC.

By: 

Name: David Blair

Title: President