



Hall County Government
FINANCIAL SERVICES

Addendum #001

For the provision of

Hall County Family Health Center Pharmacy Management Services

May 13, 2024

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

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INTERIM DIRECTOR
Taylor Samples, CPA

Whereas; Hall County, Georgia (herein "Client") entered into an Agreement with On-Site Rx, Inc. (collectively "Participants") located at 210 Washington St NW, Gainesville, GA 30501, for the provision of Hall County Family Health Center Pharmacy Management Services ("Pharmacy Services") performed within the County-owned facility located at 2434 Old Cornelia Hwy, Gainesville, GA 30507, with an effective date of January 1, 2022, and

Whereas, the Participants mutually desire to Amend the original Agreement as follows;

As reads;

Article I, Paragraph 1.09 –

1.09 Merchant Transaction Fees - CLIENT will be responsible for entering into a merchant agreement with Bank of America (McKesson Merchant Services bank) to provide credit and debit card services for MasterCard, Visa, American Express, and Discover. These transaction costs will be debited directly each month from the bank account CLIENT designates.

Is hereby modified;

To read;

1.09 Merchant Transaction Fees –

- a. **Credit Card Payment Systems** - On-Site Rx shall enter into an agreement with such credit card processing entities as is necessary for debit and credit cards as well as flexible spending accounts (FSA) to be accepted at the pharmacy.

- b. **Responsibility of Fees** – The payment of credit card transaction fees shall be the responsibility of the CLIENT. Such Fees are pass through to CLIENT as calculated by credit card processor.
- c. **Billing and Deposits** – Not less than monthly, On-Site Rx shall initiate a deposit to CLIENT's bank account for the prior month's deposits minus the amount of transaction fees and sales tax incurred for such transactions. Supporting documentation will be provided to CLIENT.
- d. **Equipment** - Provision and costs of associated equipment (e.g., card readers and keypads) as well as associated software shall be the responsibility of On-Site Rx.
- e. **Service Guarantees** - On-Site Rx makes no warranty that such credit card systems shall be uninterrupted or error free.
- f. **Choice of Vendor** – CLIENT understands that On-Site Rx shall hold the relationship with the merchant processing vendor and that such relationship is predicated upon multiple factors, some of which are outside of On-Site Rx's direct control. On-Site Rx warrants that they will make good faith efforts to obtain favorable terms with merchant processing vendor. Such terms shall contemplate cost-effectiveness for CLIENT, functionality for members, and compatibility with pharmacy software platform. CLIENT shall have no power to demand service standards or elements of On-Site Rx's agreement with vendor.

[Signature Page Follows]

IN WITNESS WHEREOF, said Participants have hereunto affixed their signature and seal on the day, month, and year below.

On-Site Rx, Inc.

HALL COUNTY, GEORGIA

By: [Signature]
Print Name: DANIEL W. DOEBLER
Title: PRESIDENT

By: _____
Richard Higgins, Chairman
Hall County Board of Commissioners

Date: _____

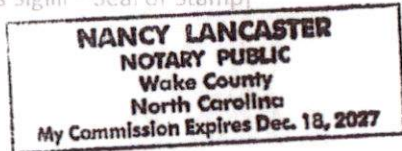
Sworn to and subscribed before me this
14 Day of May, 2024

Attestment: _____
Board of Commissioners Clerk

Notary Public: [Signature]

Notary commission expires: 12/18/2027

[Locus Sigilli - Seal or Stamp]



APPROVED AS TO FORM
[Signature]
William J. Linkous III, County Attorney