

**PROFESSIONAL SERVICES AGREEMENT BETWEEN ALACHUA COUNTY &  
INTEGRATED PRESCRIPTION MANAGEMENT, INC.  
FOR PHARMACY MANAGEMENT SERVICES  
NO. 13691**

This Professional Services Agreement (“Agreement”) is made by and between Alachua County, Florida, a political subdivision and charter county of the State of Florida, by and through its Board of County Commissioners (the “County”) and Integrated Prescription Management, Inc. a Foreign for Profit Corporation which is authorized to do business in the State of Florida (“Professional”), who are collectively referred to as the “Parties”.

**WITNESSETH:**

**WHEREAS**, the County publicly issued Request for Proposal (RFP) 23-41 seeking qualified professionals to provide Pharmacy Benefit Management Services; and

**WHEREAS**, after evaluating and considering all timely responses to the solicitation, the County identified Professional as top ranked entity in the solicitation process; and

**WHEREAS**, the Professional is willing to provide certain services to the County; and

**WHEREAS**, the County desires to engage Professional to provide the services described herein.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt of which is acknowledged, the County and Professional agree as follows:

1. **Recitals**. The foregoing recitals are incorporated herein.
2. **Scope**. In accordance with the terms and conditions of this Agreement, Professional agrees to provide Pharmacy Benefit Services, as more particularly described in the Scope of Services attached hereto as **Exhibit “1”** and incorporated herein (“Services”) for and as needed by the County. Professional acknowledges that time is of the essence completing the Services. It is understood that the Services may be modified, but to be effective and binding, any such modification must be in writing executed by both the Parties. Except for the claims or programs administered by Professional hereunder, the County reserves the right to enter and have contracts with other professionals, individuals and entities to provide the same or similar services contemplated by this Agreement, when it is determined by the County to be in the best interest of the County to do so.
3. **Term**. This Agreement is effective upon execution by both Parties and continues until September 30, 2024, unless earlier terminated as provided herein. This Agreement may be amended at the option of the County for two additional two-year term(s). The County has the option of renewing or extending the term of this Agreement for additional periods as provided and at times that coincide with the terms of the Agreement.
4. **Qualifications**. By executing this Agreement, Professional makes the following representations to County:
  - A. Professional is qualified to provide the Services and will maintain all certifications,

permits and licenses necessary to act as a professional and to provide the Services during the term of this Agreement.

- B. Professional will perform the Services with the skill and care which would be exercised by a qualified professional performing similar services at the time and place such Services are performed. If failure to meet these standards results in a deficiency in the Services or the related tasks or designs, Professional will, at his/her own cost and expense, re-do the Services to correct the deficiency, and Professional shall be responsible for any and all consequential damages to the County arising from the deficiency.

5. **Payment.**

- A. The County will pay and Professional will accept, for the timely and complete performance of the Services described in this Agreement, payment based on the rates or pricing contained in the Payment Schedule attached hereto as **Exhibit “2”** and incorporated herein by this reference. The Parties agree that the amount to be paid to Professional for the Services required will not exceed the sum of **\$85,000.00** (the “annual not to exceed contract price”).
- B. As a condition precedent for any payment, Professional must submit bi-weekly invoices to the County requesting payment for Services properly rendered and expenses due, unless otherwise agreed in writing by the County. Professional's invoice must describe the Services rendered, the date of service , and the entity rendering such Services. Professional's invoice shall be accompanied by documentation or data in support of expenses, as the County may require. The invoice shall reflect the allocations as provided and shall state the percentage of completion as to each such allocation, if applicable. Each invoice shall constitute the Professional's representation to the County that the Services listed have reached the level stated, have served a public purpose, have been properly and timely performed, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of Professional covered by prior invoices have been paid in full, and that the amount requested is currently due and owing. Submission of the Professional’s invoice for final payment shall further constitute the Professional's representation to the County that, upon receipt by the Professional of the amount invoiced, all obligations of the Professional to others, including contracted pharmacies and subcontractors, will be paid in full. Professional shall submit invoices to the County at the following address, unless otherwise directed by the County:

Alachua County Community Support Services  
218 se 24<sup>TH</sup> Street  
Gainesville, FL 32601

- D. The County will make payment to Professional for amounts properly invoiced, as set out below, and in accordance with the provisions of the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes.
- E. Because Professional must pay retail pharmacies on a timely basis in accordance with their agreements and applicable law, County will pay all invoices in full. If the County has reasonable cause to suspect that any charges on an invoice are inaccurate, the County will promptly notify Professional of such dispute or discrepancy and the Parties

- shall use good faith efforts to resolve the dispute or discrepancy within ten (10) business days, which resolution may involve reversing and reprocessing drug claims. Any amounts to be reimbursed to County that are not the subject of a reversal/reprocessing of claims (which will be credited on the invoice that includes the time frame when the reprocessing occurred) may be credited on a subsequent invoices or reimbursed to County as agreed.
- F. The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Alachua County Board of County Commissioners (“Board”). The Parties hereto understand that this Agreement is not a commitment of future appropriations. Continuation of this Agreement beyond the term or the end of any County fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes; and that the failure of the Board to do so shall not constitute a breach or default of this Agreement.
- G. In the event any part of this Agreement or the Services, is to be funded by Federal, State, or other local agency monies, Professional agrees to cooperate with County in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the Services and as specifically required by the granting agency, and receiving no payment until all required forms are completed and submitted.

6. **Insurance.** Professional will procure and maintain insurance throughout the entire term of this Agreement, including any renewals, of the types and in the minimum amounts detailed in **Exhibit “3”** attached hereto and incorporated herein. A copy of a current Certificate of Insurance (COI) showing coverage of the type and in the amounts required is attached hereto as **Exhibit “3-A”**.

7. **Business Associate Agreement.** The Parties acknowledge that Professional may receive protected health information protected by the Health Insurance Portability and Accountability Act (HIPPA) and other information which is afforded protections from the County, as a Covered Entity. As a result, the Professional shall comply with the terms and conditions of the Business Associate Agreement (BAA) attached to this Agreement as **Exhibit 4**, which is incorporated herein.

8. **County Property.** Professional agrees to promptly, without delay, notify the County either in phone, email, or orally of any hazardous, dangerous, unsafe, or destructive conditions, trespassers, vandalism or damages that the Professional or its employees or agents notices or is made aware of on County property, including inside any County owned or used facility. Professional shall be responsible for initiating, erecting, and maintaining safety precautions, programs and materials in connection with the Services on County Property, including any industry, federal, state or local standards and requirements. Should an employee or agent of the Professional suffer injury or damage to its/his/her person or property, the Professional shall notify the County within a reasonable time of the occurrence.

9. **Deliverables.** This Agreement is not a “work for hire.” All County-specific project deliverables and documents (e.g., monthly and annual services reports, and claims data) may be used by County for any purpose; provided that any Professional forms (e.g., welcome templates, prior authorization notices, etc.) provided by Professional to County may be used by County on a

non-exclusive basis. Any and all County-prepared deliverables required by this, such as but not limited to prescription plans and specifications, will be done in such a manner that they shall be accurate, coordinated and adequate for the purposes intended, and in compliance with applicable law. Professional represents that any County-specific reporting prepared under this Agreement will meet the requirements of all applicable federal, state and local codes, laws, rules and regulations. The County's review of the deliverables in no way diminishes the Professional's representations pertaining to the deliverables.

10. **Alachua County Minimum Wage.** If, as determined by County, the Services to be performed under this this Agreement are 'Covered Services', as defined under the Alachua County Government Minimum Wage Ordinance ("Wage Ordinance"), then during the term of this Agreement and any renewals, Professional shall pay its 'Covered Employees', as defined in the Wage Ordinance, no less than the Alachua County Government Minimum Wage ("Minimum Wage"), as may be amended by the County. Professional will require the same of its subcontractors and subconsultants who provide the Services. If applicable, Professional will certify this understanding, obligation, and commitment to County through a certification, a copy of which is attached hereto as **Exhibit "5"**. Professional will (a) post a copy of the Minimum Wage Rate in a prominent place of its principal place of business where it is easily seen by Covered Employees; (b) supply a copy to any Covered Employee upon request; (c) make any person submitting a bid for a subcontract for Covered Services aware of these requirements; and (d) include the necessary provisions in subcontracts to ensure compliance. The County shall not be deemed a necessary, or indispensable, party in any litigation between Professional and subcontractor. At this time of execution of this Agreement, the prevailing Minimum Wage is as follows, which is subject to change during the term of this Agreement, and will be updated, and be applicable, without the necessary of amendment to this Agreement:

\$16.00 per hour with qualifying health benefits amounting to at least \$2.00 per hour	\$18.00 per hour without health benefits
--	--

If applicable to the Services under this Agreement and to Professional, failure to comply with the provisions of the Wage Ordinance will be deemed a breach this Agreement and County is authorized to withhold payment of funds in accordance with Alachua County Code and Chapter 218, Florida Statutes.

11. **Default and Termination.**

A. **Termination for Default:** The material failure of a Party to comply with any provision of this Agreement will place such Party in default. If a Party is in default or fails to perform in accordance with the terms or conditions of this Agreement, the other Party may provide a written notice of default, which may be sent electronically. If the default is not corrected by the breaching Party within the allotted time, as specifically provided in the notice of default, but no less than thirty (30) days (except for County's failure to pay invoices, which cure period shall be five (5) days), the non-breaching Party is authorized to provide the breaching Party with written notice of termination of this Agreement. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if no date is specified in the notice, then the

effective date of termination will be the date that the notice of termination is received by the breaching Party.

- B. Termination for Convenience: Either Party may terminate the Agreement without cause by providing written notice of termination for convenience to the other Party. County Manager and his/her designee is authorized to provide notice of termination on behalf of the County. Notice may be electronically given. Upon such notice, Professional will immediately discontinue all Services for the County currently or to be provided to the County, unless the notice from the County directs otherwise. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if no date is specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Professional.
- C. Termination for Unavailability of Funding: If funds to finance this Agreement become unavailable, as determined by the County, County may terminate this Agreement upon at least thirty (30) days' written notice to Professional. County Manager and his/her designee is authorized to provide notice of termination on behalf of the County. Notice may be electronically given. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if no date is specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Professional. Notwithstanding the preceding, County acknowledges that the Services provided hereunder involve pharmacies dispensing medications to enrollees of County's program(s), and that the pharmacies require payment for such dispensed medications. Accordingly, County agrees to take reasonable actions to notify Professional of the potential for unavailability of funding with sufficient time to enable dispensed medications to be paid for by County prior to the claims processing termination or suspension. Further, the Parties agree that if permitted by law, this Agreement may be suspended during any such period that County lacks funding, and reimplemented or reinstated upon renewal of funding, without the need to rebid this Agreement or the services provided hereunder.
- D. . Upon termination, Professional will deliver to County all data, drawings, specifications, reports, estimates, summaries, and other records as may have been accumulated by Professional in performing this Agreement, whether completed or in draft. In the event of termination, Professional's recovery against County shall be limited to that portion of this Agreement amount earned through the date of termination, including drug costs for claims processed by Professional. Professional shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Services not performed.

**12. Indemnification. PROFESSIONAL HEREBY WAIVES AND RELEASES, AND AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS ALACHUA COUNTY AND ITS BOARD OF COUNTY COMMISSIONERS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND ATTORNEYS (COLLECTIVELY "ALACHUA COUNTY") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, PENALTIES, EXPENSES, AND CAUSES OF ACTION OF ANY AND EVERY DESCRIPTION, AND DAMAGES, INCLUDING ATTORNEYS' FEES AND COSTS, BROUGHT AGAINST**

**ALACHUA COUNTY RESULTING FROM ANY ACCIDENT, INCIDENT OR OCCURRENCE ARISING OUT OF OR IN CONNECTION WITH AN ACT, ERROR OR OMISSION OF PROFESSIONAL OR PROFESSIONAL'S EMPLOYEES, OFFICERS, AGENTS, ASSIGNS OR SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES SET FORTH IN THIS AGREEMENT, INCLUDING ATTACHED EXHIBITS, OR FROM PROFESSIONAL'S ENTRY ONTO ALACHUA COUNTY'S PROPERTY AND ANY AND ALL IMPROVEMENTS THEREON.** This obligation shall in no way be limited in any nature by any limitation on the amount or type of Professional's insurance coverage. In the event the County is alleged to be liable on account of alleged acts or omissions, or both, of Professional or Professional's employees, representatives or agents, then Professional will investigate, respond to and provide a defense for any allegations and claims, at Professional's sole costs and expense. Furthermore, Professional will pay all costs, fees and other expenses of any defense, including but not limited to, all attorneys' fees, court costs and expert witness fees and expenses. Professional and County will jointly cooperate with each other in the event of any litigation, including any request for documentation. This indemnification provision will survive the termination of this Agreement. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limitation of liability of §768.28, Florida Statutes, as may be amended. **Notice.** Except as otherwise provided in this Agreement, any notice from either Party to the other Party must be in writing and delivered by hand delivery with receipt or sent by certified mail, return receipt requested, to the addresses below. All notices will be deemed delivered five (5) business days after mailing. Each Party may change its mailing address by giving the other Party, written notice of election to change the address.

To Professional:

---

Integrated Prescription Management, Inc.

---

7815 N Palm Ave., Ste 400  
Fresno, CA 93711

mhawkins@rxipm.com

To County:

---

Alachua County Community Support

Services; Attn Sarai Cabrera

---

218 SE 24<sup>th</sup> Street

---

Gainesville, FL 32601

---

(352) 264-6700

---

scabrera@alachuacounty.us

---

cc: With a copy electronically sent to:

Alachua County Procurement, Attn:  
Contracts

[acpur@alachuacounty.us](mailto:acpur@alachuacounty.us)

Clerk of Court, Attn Finance &  
Accounting

[dmw@alachuaclerk.org](mailto:dmw@alachuaclerk.org)

13. **Standard Clauses.**

A. **Public Records.** In accordance with §119.0701, Florida Statutes, Professional, *when acting on behalf of the County*, shall as required by Florida law:

1. Keep and maintain public records required by the County to perform the Services.
2. Upon request from the County's custodian of public records, 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 Florida law 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 the Agreement if Professional does not transfer the records to the County.
4. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of Professional or keep and maintain public records required by the County to perform the Services. If Professional transfers all public records to the County upon completion of the Agreement, Professional shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Professional keeps and maintains public records upon completion of the Agreement, Professional 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 County's information technology systems.

**IF PROFESSIONAL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROFESSIONAL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S PUBLIC RECORDS CUSTODIAN AT [publicrecordsrequest@alachuacounty.us](mailto:publicrecordsrequest@alachuacounty.us) OR (352) 264-6906 OR 12 SE 1<sup>ST</sup> STREET, GAINESVILLE, FL 32601.**

If Professional fails to comply with this section, Professional will be deemed in default under this Agreement. The County may enforce as set forth in §119.0701, Florida Statutes. Professional who fails to provide the public records in response to a request within a reasonable time may be subject to penalties imposed under §119.10, Florida Statute, and costs of enforcement, including fees, under §119.0701 and §119.12, Florida Statutes.

Professional will take reasonable measures to protect, secure and maintain any data held by Professional in an electronic form that is or contains exempt, confidential, personal information or protected information, as defined by Florida or federal law, related to or in connection with performance of the Services. If Professional suspects or becomes aware of a security breach or unauthorized access to such data by a third party, Professional shall immediately notify the County in writing and will work, at Professional's expense, to prevent or stop the data breach.

B. **Confidential Information.** During the term of this Agreement, Professional may claim that some of Professional's information, including, but not limited to, software

documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as “Confidential Information”), is, or has been treated as confidential and proprietary by Professional in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Florida’s public record laws. Professional shall clearly identify and mark Confidential Information as “Confidential Information” or “CI” and the County shall use reasonable efforts to maintain the confidentiality of the Confidential Information that is clearly identified by Professional. County will promptly notify Professional in writing if the County receives a request for disclosure of Professional’s Confidential Information. Professional may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Professional shall protect, defend, indemnify, and hold harmless Alachua County and its commissioners, officers and employees from and against any claims, actions and judgments arising out of a request for disclosure of Confidential Information or relating to violation or infringement of trademark, copyright patent, trade secret or intellectual property right; however, the foregoing obligation shall not apply to County's misuse or modification of Professional’s Confidential Information in a manner not contemplated by this Agreement. Professional shall investigate, handle, respond to, and defend, at Professional’s sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Professional shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorneys’ fees, costs and expenses. If Professional is not reasonably able to modify or otherwise secure for the County the right to continue using the good or product, Professional shall remove the product and refund the County the amounts paid in excess of a reasonable rental for past use. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive. Professional releases the County from claims or damages related to disclosure by the County.

C. Auditing Rights and Information. County reserves the right to require the Professional to submit to an audit, by any auditor of the County’s choosing. Professional shall provide access to those of its records which relate to the services provided under this Agreement at its place of business during regular business hours. Professional shall retain all records pertaining to this Agreement and upon request make them available to County for three (3) complete calendar years following expiration or termination of the Agreement. Professional agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Professional to the County, Professional shall pay to County the Overcharged Amount which is defined as the total aggregate overcharged amount together with interest thereon (such interest to be established at the rate of 12% annum). Any adjustments or payments which must be made as a result of any such audit or inspection of the Professional’s invoices or records must be made. County may recover the Overcharged Amount and the Audit Amount, as applicable, from any amount due or owing to Professional whether under this Agreement and any other agreement between Professional and County. If such amounts owed to Professional are insufficient to cover the Overcharged Amount and Audit Amount, as applicable, then Professional hereby shall pay such remaining amounts to County. Payment is due within a reasonable amount of time, but in no event may the time exceed sixty (60) calendar days, from presentation of the County’s audit findings to Professional. In no event shall the Overcharged Amount or the Audit



Amount be deemed a reimbursable cost of the work or Services. The access, inspection, copying and auditing rights shall survive the termination of this Agreement.

D. Laws & Regulations. Professional will comply with all federal, state, and local laws, ordinances, regulations, rules and code requirements applicable to the work required by this Agreement. Professional is presumed to be familiar with all laws, ordinances, regulations, and rules that may in any way affect the work outlined in this Agreement. If Professional is not familiar with laws, ordinances, rules and regulations, Professional remains liable for any violation and all subsequent damages, penalties, or fines.

E. Governing Law and Venue. The laws of the State of Florida shall govern this Agreement and the duties and obligations stated within this Agreement. Sole and exclusive venue for all actions arising under this Agreement shall be in a court of competent jurisdiction in and for Alachua County, Florida.

F. Amendment and Assignment. The Parties may only modify or amend this Agreement by a mutual written agreement of the Parties. Neither Party will assign or transfer any interest in this Agreement without prior written consent of the other Party. The County and Professional each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.

G. Additional Services. Additional services not specifically identified in this Agreement may be added to the Agreement upon execution of a written amendment by the Parties.

H. Third Party Beneficiaries. This Agreement does not create any relationship with, or any rights in favor of, any third party.

I. Independent Contractor. In the performance of this Agreement, Professional is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. Professional is solely responsible for the means, method, technique, sequence, and procedure utilized by Professional in the full performance of the Services referenced in this Agreement. Pharmacies are independent contractors and Professional is not responsible for the acts or omissions of pharmacies.

J. E-Verify. Professional shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Professional during the term of the Agreement. Professional shall make reasonable efforts to require any subcontractors performing work or providing Services under this Agreement to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. The E-Verify system is located at <https://www.uscis.gov/E-Verify>

K. Conflict of Interest. Professional warrants that neither Professional nor any of Professional's employees have any financial or personal interest that conflicts with the execution of this Agreement. The Professional shall notify County of any conflict of interest due to any other County's, contracts, or property interests.

L. Prohibition Against Contingent Fees. As required by §287.055(6), Florida Statutes, the Professional warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Professional to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Professional any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If Professional breaches this provision, the County has the right to termination this Agreement without liability, and at the County's discretion, to deduct from the contract price,

or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

M. Force Majeure. The Parties will exercise every reasonable effort to meet their respective duties under this Agreement but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government laws or regulation, acts of nature, fires, strikes, national disasters, pandemics, wars, riots, transportation problems and any other cause whatsoever beyond the reasonable control of the Parties. Any such cause will reasonably extend the performance of the delayed duty to the extent of the delay so incurred and so agreed by the Parties.

N. Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

O. Collusion. By signing this Agreement, Professional declares that this Agreement is made without any previous understanding, agreement, or connections with any persons, professionals or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.

P. Counterparts. This Agreement may be executed in any number of and by the Parties on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Agreement shall constitute valid and sufficient delivery in order to complete execution and delivery of this Agreement and bind the Parties to the terms hereof.

Q. Severability and Ambiguity. It is understood and agreed by the Parties that if any of the provisions of the Agreement shall contravene or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision(s) held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly. This Agreement shall not be construed more strictly against one Party than against the other Party, merely due to fact that it may have been prepared by one of the Parties. Each Party represents and agrees that it has had the opportunity to seek the advice of appropriate professionals, including legal counsel, in the review and execution of this Agreement.

R. Electronic Signatures. The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. Delivery of this Agreement or any other document contemplated hereby bearing a manual written or electronic signature, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

S. Entire Agreement. This terms and conditions in this Agreement and the Business Associate Agreement attached hereto ("BAA"), constitute the entire agreement between the Parties and supersede all prior agreements and understandings, whether written or oral, relating to the subject matter of this Agreement. In the event of a conflict, this Agreement will take precedence over the BAA.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed on the respective dates under each signature: by Alachua County, Florida by its representative who is authorized to sign, and by Professional, through its duly authorized representative.

**PROFESSIONAL**

**INTEGRATED PRESCRIPTION  
MANAGEMENT, INC.**

By: Melissa Hawkins  
Print: Melissa Hawkins  
Title: Chief Strategy Officer  
Date: 1/12/2023

**IF THE PROFESSIONAL IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBENCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF YOUR ORGANIZATION OR ENTITY. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.**

**ALACHUA COUNTY, FLORIDA**

By: \_\_\_\_\_  
Anna Prizzia, Chair  
Board of County Commissioners  
Date: \_\_\_\_\_

ATTEST

Approved as to form:

\_\_\_\_\_  
J.K. "Jess" Irby, Esq., Clerk  
(SEAL)

\_\_\_\_\_  
Alachua County Attorney's Office

## Exhibit 1: Scope of Services

1. The Professional shall provide the County the Covered Pharmacy Services that are contained in this Exhibit, and those that are selected by County from the services described in Exhibit 2, and the services described in any attachment, addendum, or amendment hereto (collectively the “Services”). PROFESSIONAL may make changes to the Services from time to time and may use Claim’s information and other PHI to improve or recommend additional Services to County, so long as such changes are consistent with applicable law and do not materially alter the provisions of this Agreement.
  - 1.1. **Claims Processing** PROFESSIONAL will adjudicate Claims submitted by Network Pharmacies, based on the pharmacy benefit parameters as set forth in the Description of Coverage. PROFESSIONAL will accept direct Claims submitted by Covered Persons on properly completed standard claim forms together with proof of payment (“Direct Claims”). PROFESSIONAL will adjudicate properly submitted Direct Claims, based on the pharmacy benefit parameters as set forth in the Description of Coverage, and produce and mail: (i) checks for the agreed upon reimbursement amounts for Covered Persons for allowable Claims; or (ii) requests for information for Claims that are ineligible for payment.
  - 1.2. **Network Pharmacies** Network Pharmacies will dispense Covered Pharmacy Services consistent with the prescription and applicable Law. Additions or deletions to the Network shall be in PROFESSIONAL’s sole discretion and PROFESSIONAL makes no warranty that any specific pharmacy or number of pharmacies will be in the Network at any time. PROFESSIONAL shall direct the Network Pharmacy to charge and collect the applicable Co-Payment and/or any deductible (or portion thereof) from Covered Persons for each Covered Pharmacy Service provided.
  - 1.3. **DUR** PROFESSIONAL will provide automated concurrent drug utilization review (DUR) services for point-of-sale Claims. County acknowledges that: (i) the DUR system is a highly automated system, without individual review in most circumstances, (ii) the DUR system is necessarily limited by the amount, accuracy, and completeness of data concerning Covered Persons provided by County, (iii) the DUR program is intended as a supplement to, and not a substitute for, the knowledge, expertise, skill, and judgment of physicians, pharmacists, or other health care providers in providing patient care, (iv) that PROFESSIONAL will have no obligation to acquire information concerning any Covered Person beyond the information that is included in the eligibility or claims databases, and (v) that pharmacists are individually responsible for acting or not acting upon information generated and transmitted through the DUR services, and for performing services consistent with the scope of their licenses. In performing DUR services,

PROFESSIONAL will not, and is not required by this Agreement, to deny Claims, or require prescriber, pharmacist, or patient compliance with any norm or suggested drug regimen, or in any way substitute PROFESSIONAL's judgment for the professional judgment or responsibility of the prescriber or pharmacist. The absence of an alert for a given drug or drug combination shall not be construed to indicate that the drug or drug combination is safe, appropriate, or effective for any Covered Person. Accordingly, PROFESSIONAL assumes no liability to County, Plan, any Covered Person, or any other person in connection with the DUR services, including, without limitation, the failure of the DUR services to identify a prescription that results in injury to a Covered Person. PROFESSIONAL will have the DUR databases updated on a reasonable basis to reflect changes in available standards for pharmaceutical prescribing; however, no database will contain all available information or accepted medical practices or prescribing practices.

1.4. **Call Center Services** PROFESSIONAL, through its own and/or subcontracted call centers, will provide a toll-free telephone line for inquiries from County, Network Pharmacies, prescribers, Covered Persons, and prospective members regarding the services provided by PROFESSIONAL under this Agreement. Services to be provided via the toll-free number include answering questions regarding Claims, Covered Person eligibility, Plan Design and covered benefits, deductible status and required Co-Payments, Claims submission, Claims payment, instructions for completing a claim form, status of a submitted Direct Claim, and location of Network Pharmacies.

1.5. **Reporting** PROFESSIONAL will provide County records and reports, including standard PROFESSIONAL reports as amended from time to time, relating to Covered Persons. County may request additional reports, which may be provided upon the mutual written agreement of the parties.

2. The County shall provide the following to facilitate the execution of the services by the Professional:

2.1. **Benefit Design and Eligibility** Within a reasonable time prior to the implementation of the Services under this Agreement, County shall furnish IPM the details of the benefit design and a complete listing of all Covered Persons, which must be complete and accurate and in a format and media approved by IPM. IPM and the Network Pharmacies are entitled to rely on the accuracy and completeness of this information.

2.2. **Benefit Design Changes** County will immediately provide IPM written notice of any changes or updates in the benefit design. IPM will notify County of (i) the proposed implementation date of such change or that such change cannot be implemented as requested, and (ii) any applicable additional fees due as a result of such change. County

will accept the change and applicable additional fees, if any, in writing prior to its implementation. County will notify its Covered Persons of the change prior to its effective date at County's expense. IPM will not be responsible for or otherwise be liable to County, Plan, or Covered Persons for costs or other damages for failing to make benefit design changes not communicated to IPM in accordance with this paragraph.

- 2.3. **Design Liability** County is solely responsible for any liability arising in connection with County's benefit design. IPM makes no representation or warranty that the benefit design selected by County complies with the Law that applies to County, and IPM has no responsibility to advise County about its compliance with any applicable Law.
- 2.4. **Eligibility Updates** Unless otherwise stated in the applicable plan specifications, during the term of this Agreement, and any extension thereof, at least ten (10) days before the beginning of each month, County will provide IPM with a complete updated listing of all Covered Persons who are eligible for that month. Such listing will be provided in a format agreeable to IPM. The eligibility information will be updated as reasonably required by the County. County bears all risk of mistakes in eligibility determinations caused by inaccuracies in the information provided by County to IPM, including payment of Claims adjudicated and verified as eligible which are later found to be not eligible.
- 2.5. **Identification Cards.** IPM will issue identification cards to Covered Persons that will include information necessary to provide the Network Pharmacy with a Covered Person's eligibility information to receive Covered Pharmacy Services.
- 2.6. **Reports and Invoices** County will review all reports and statements provided by IPM and will notify IPM in writing of any errors or objections within forty-five (45) days of receipt. Until County notifies IPM of any errors or objections, IPM will be entitled to rely on the information contained in the report or statement. If County does not so notify IPM within the forty-five (45) day period, the information contained therein will be deemed accurate, complete, and acceptable to County.
- 2.7. **Authorizations and Disclosures** County has obtained, or will obtain, all Covered Person authorizations required by Law for IPM to perform the Services or any additional services provided under any addendum or amendment hereto. County will disclose to Covered Persons any and all matters relating to the benefit design that are required by Law to be disclosed, including information relating to the calculation of Co-Payments, deductibles, or any other amounts that are payable by a Covered Person in connection with the benefit design.

**2.8. County's Authority Over Benefit Plan** County acknowledges that it has the sole authority to control and administer its Plans. County further acknowledges that IPM is engaged to perform the Services as an independent contractor and not as an employee or agent of County. Nothing in this Agreement shall be construed or deemed to confer upon IPM any responsibility for or control over the terms or validity of the benefit plan. IPM shall have no final discretionary authority over or responsibility for the administration of the Plans. Further, IPM shall have no responsibility or liability for (i) any funding of Plan benefits; (ii) any insurance coverage relating to County, the Plans, or the Covered Persons; or (iii) the nature or quality of professional health services rendered to Covered Persons.

**2.9 Formulary** County develops its own custom formulary. IPM agrees to manage the County's formulary for the fees set forth in Exhibit 2. IPM will not administer or file for rebates for County. IPM shall retain rebates, if any, received from manufacturers or aggregators attributable to claims processed under the Agreement. County agrees that it will not itself or through any third party file for rebate or other manufacturer discounts or remuneration on such claims.

## Exhibit 2: Pharmacy Rates and Professional Service Fee Schedule

### Retail Pharmacy Fees:

**Brand:** AWP less 16% plus \$2.50 dispensing fee

**Generic:** Lessor of: AWP less 25%, Generic MAC, or U&C plus \$2.50 dispensing fee  
MAC Performance Discount Rate\*: MPR 80%

### MedData Services Access:

Initial access/multiple users: \$350/Month

Additional remote sites: \$150 per site per month

### Additional Fees:

Plastic ID Cards: \$0.00

Universal Claim Forms (Manual Forms): \$0.00

Coordination of Benefits: \$0.00

Eligibility Updates: \$0.00

IPM Clinical Prior Authorizations: \$45.00/per review

IPM Third Party Independent Review(IRO): \$300/per review

IPM Management of County customized Formulary: \$1.00/claim

Coordination of Benefits Accumulator: \$5.00/claim

Standard Reporting: \$0.00

Clinical Review: \$0.00

Account Manager Site Visits: \$0.00

\*Discount guarantees are aggregate and measured on an annual basis on each anniversary. Individual claims may vary above or below a quoted rate. The following claims are excluded from discount guarantees: claims adjudicated through a government sponsored program or pharmacy, 340B claims, COB claims, Discount Card claims, LTC/HI/ITU pharmacy claims, claims processed through a pharmacy location owned, operated, or contracted by a Plan Sponsor, claims older than one hundred and eighty (180) days, cosmetics, non-preferred claims, compound drugs, limited distribution drugs, and out of network claims.



### **Exhibit 3: Insurance Requirements**

#### **TYPE “B” INSURANCE REQUIREMENTS “Professional or Consulting Services”**

Professional shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Professional, agents, representatives, employees or subcontractors. Network Pharmacies are not subcontractors to Professional.

#### **I. COMMERCIAL GENERAL LIABILITY.**

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

#### **II. AUTOMOBILE LIABILITY.**

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

#### **III. WORKERS COMPENSATION AND EMPLOYER’S LIABILITY.**

A. Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

B. Employer’s Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

#### **IV. PROFESSIONAL LIABILITY or ERRORS AND OMISSIONS LIABILITY (E&O).**

Professional (E&O) Liability must be afforded for not less than \$1,000,000 each claim, \$1,000,000 policy aggregate

#### **V. CYBER LIABILITY COVERAGE (when applicable)**

Vendor shall procure and maintain for the life of the contract in an amount not less than \$1,000,000 per loss for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

Technology/Professional Liability: with limits of \$1 million. Coverage is for the life of the contract and must continue for five (5) years after contract expiration. This coverage must include Cyber Liability coverage for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

## VI. OTHER INSURANCE PROVISIONS.

A. The policies are to contain, or be endorsed to contain, the following provisions:

B. Commercial General Liability and Automobile Liability Coverages

1. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.

2. The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

C. All Coverages

The Professional shall provide a Certificate of Insurance to the County with a notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

\

**CERTIFICATE HOLDER: Alachua County Board of County Commissioners**

**Exhibit 3-A: Certificate of Insurance**

## Exhibit 4

### **BUSINESS ASSOCIATE AGREEMENT**

THIS **BUSINESS ASSOCIATE AGREEMENT** (this "Agreement") is entered into, by and between Alachua County, Florida, a political subdivision of the State of Florida ("Alachua County" or "Covered Entity") and Integrated Prescription Management, Inc. ("Business Associate"). The Parties to this Agreement if not referred to as Covered Entity or Alachua County or BUSINESS ASSOCIATE or Business Associate may sometimes collectively be referred to "the Parties." The Parties mutually agree as follows:

#### **INTRODUCTION**

The purpose of this Agreement is to comply with the requirements of (i) the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the associated regulations, as may be amended; (ii) the HIPAA Privacy Rule codified at, 45 C.F.R. Parts 160 and 164, Subparts A and E, as may be amended; (iii) the HIPAA Security Rule codified at 45 C.F.R. Part 160 and 164, Subpart C, as may be amended; (iv) the Breach Notification Rule, codified at 45 C.F.R. Part 164, Subpart D, as may be amended; (v) the Enforcement Rule codified at 45 C.F.R. Part 160, Subparts C and D, as may be amended; (vi) the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009 (the "HITECH Act"); and (vii) the HIPAA Omnibus Final Rule published in the Federal Register at 78 Fed. Reg. 5,566 (Jan. 25, 2013), and effective on March 26, 2013. The HITECH Act provides further protection for the privacy and security of PHI used and disclosed through health information technology. The Privacy, Security, Breach Notification and Enforcement Rules are collectively referred to herein as the "HIPAA Rules." Unless otherwise defined in this Agreement, capitalized terms have the meanings given in the HIPAA Rules and the HITECH Act.

In consideration of the new and continuing obligations under the Services Agreement referenced below and other good and valuable consideration, the parties agree to comply with this Agreement and the requirements of the HIPAA Rules and the HITECH Act as follows:

1. **Services.** Alachua County and Business Associate have entered into an agreement under which Business Associate will perform certain services for Alachua County ("the Services Agreement") Under the Services Agreement, Business Associate may create, receive, use, maintain or transmit PHI from or on behalf of Covered Entity in the course of providing certain services (the "Services") for Covered Entity. The Services Agreement is incorporated herein by reference. In the event of a conflict between the terms of the Services Agreement and this Agreement, this Agreement shall control.

2. **Permitted Uses and Disclosures.** Business Associate may use and/or disclose PHI only as permitted or required by this Agreement, or as otherwise Required by Law. Business

Associate may disclose PHI to, and permit the use of PHI by, its employees, contractors, agents, or other representatives only to the extent directly related to and necessary for the performance of Services under the Services Agreement. Business Associate shall make uses and disclosures, and requests for PHI from Covered Entity, only in a manner consistent with HIPAA's minimum necessary requirements, and no more than the minimum PHI necessary to perform under the Services Agreement. Business Associate shall not use or disclose PHI in a manner (i) inconsistent with Covered Entity's obligations under the HIPAA Rules or the HITECH Act, or (ii) that would violate the HIPAA Rules or the HITECH Act if disclosed or used in such a manner by Covered Entity. Business Associate may (i) use and disclose PHI for the proper management and administration of Business Associate's business and to carry out its legal responsibilities in accordance with 45 C.F.R. § 164.504(e)(4), and in the case of any disclosures for this purpose, the disclosure is Required by Law or Business Associate obtains reasonable assurances in writing from the person to whom the information is disclosed, that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and that the person will notify Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached; and (ii) to provide Data Aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B). Business Associate shall make no use or disclosure of PHI in any manner which is contrary to the interest of Alachua County or will cause BUSINESS ASSOCIATE harm.

3. **Safeguards for the Protection of PHI.** Covered Entity and Business Associate shall implement administrative, physical, and technical safeguards that are designed to protect the confidentiality, integrity, and availability of Electronic PHI held by each. Business Associate shall comply with the HIPAA Security Rule codified at 45 C.F.R. Part 160 and 164, Subpart C, as may be amended, and with the applicable provisions of the HIPAA Privacy Rule codified at 45 C.F.R. Parts 160 and 164, Subparts A and E, as may be amended, to the extent Business Associate is to carry out any of Covered Entity's obligations under the Privacy Rule. The Business Associate is responsible for ensuring that all of its employees or contractors who have access to PHI under this agreement are trained in the requirements of HIPAA as amended.

4. **Reporting and Mitigating the Effect of Unauthorized Uses and Disclosures.** If Business Associate has knowledge of any use or disclosure of PHI not provided for by this Agreement, then Business Associate shall promptly notify Covered Entity in accordance with Section 12. Business Associate shall establish and implement procedures and other reasonable efforts for mitigating, to the extent practicable, any harmful effects arising from any improper use and/or disclosure of PHI of which it becomes aware. Furthermore, in the event Business Associate becomes aware of a Security Incident involving PHI, by itself or any of its agents or subcontractors, Business Associate shall notify Covered Entity in writing within ten (10) calendar days, of such Security Incident. Business Associate shall identify (to the extent known) the: (i) date of the Security Incident; (ii) scope of the Security Incident; (iii) Business Associate's response to the Security Incident; and (iv) identification of the party responsible for the Security Incident, if known. Covered Entity and Business Associate agree to act together in good faith to take reasonable steps to investigate and mitigate any harm caused by such unauthorized use or Security Incident. For these purposes, a "Security Incident" shall mean the successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system. Certain low risk attempts to breach network security, such as the incidents listed below, shall not constitute a Security Incident under this Agreement, provided they do not penetrate the perimeter, do not result in an actual breach of security, and remain within the normal incident level: pings on the firewall; port scans; attempts to log onto a system or enter a

database with an invalid password or username; denial-of-service attacks that do not result in a major outage.

5. **Data Breach Notification and Mitigation.** Business Associate agrees to promptly notify Covered Entity of any “Breach” of “Unsecured PHI” as those terms are defined by 45 C.F.R. §164.402 (hereinafter a “Data Breach”). The Parties acknowledge and agree that 45 C.F.R. §164.404, as described below in this Section, governs the determination of the date of a Data Breach. Business Associate shall, following the discovery of a Data Breach, promptly notify Covered Entity and in no event later than five (5) calendar days after Business Associate discovers such Data Breach, unless Business Associate is prevented from doing so by 45 C.F.R. §164.412 concerning law enforcement investigations. For purposes of reporting a Data Breach to Covered Entity, the discovery of a Data Breach shall occur as of the first day on which such Data Breach is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be considered to have had knowledge of a Data Breach if the Data Breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the Data Breach) who is an employee, officer or other agent of Business Associate. No later than five (5) calendar days following a Data Breach, Business Associate shall provide Covered Entity with sufficient information to permit Covered Entity to comply with the Data Breach notification requirements set forth at 45 C.F.R. §164.400 et seq. Specifically, if the following information is known to (or can be reasonably obtained by) Business Associate, Business Associate shall provide Covered Entity with: (i) contact information for Individuals who were or who may have been impacted by the Data Breach (e.g., first and last name, mailing address, street address, phone number, email address); (ii) a brief description of the circumstances of the Data Breach, including the date of the Data Breach, date of discovery, and number of Individuals affected by the Data Breach; (iii) a description of the types of unsecured PHI involved in the Data Breach (e.g., names, social security number, date of birth, address(es), account numbers of any type, disability codes, diagnosis and/or billing codes and similar information); (iv) a brief description of what the Business Associate has done or is doing to investigate the Data Breach, mitigate harm to the Individual impacted by the Data Breach, and protect against future Data Breaches; and (v) appoint a liaison and provide contact information for same so that the Covered Entity may ask questions and/or learn additional information concerning the Data Breach. Following a Data Breach, Business Associate shall have a continuing duty to inform Covered Entity of new information learned by Business Associate regarding the Data Breach, including but not limited to the information described in the items above.

6. **Use and Disclosure of PHI by Subcontractors, Agents, and Representatives.** Business Associate shall require any subcontractor, agent, or other representative that is authorized to create, receive, maintain, or transmit PHI on behalf of Business Associate to execute a business associate agreement to agree in writing to the terms and conditions no less restrictive than those set forth herein. Business Associate shall remove any subcontractor, agent or other representative from providing services to Covered Entity under the Services Agreement, if such subcontractor, agent or representative fails to abide by any material term of such agreement.

7. **Individual Rights.** Business Associate shall comply with the following Individual rights requirements as applicable to PHI used or maintained by Business Associate:

7.1. **Right of Access.** Business Associate agrees to provide access to PHI maintained by Business Associate in a Designated Record Set, at the written request of

Covered Entity, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet

the requirements under 45 C.F.R. §164.524. Such access shall be provided by Business Associate in the time and manner designated by applicable law, including, where applicable, access by electronic means pursuant to Section 13405(e) of the HITECH Act.

72. Right of Amendment. Business Associate agrees to make any amendment(s) to PHI maintained by Business Associate in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 C.F.R. §164.526 at the request of Covered Entity or an Individual in writing, and in the time and manner designated by applicable law.

73. Right to Accounting of Disclosures. Business Associate agrees to document such disclosures of PHI as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528. Business Associate agrees to provide to Covered Entity or an Individual, upon a written request, in the time and manner designated by applicable law, such information collected in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528, as amended by Section 13405(c) of the HITECH Act and any related regulations or guidance issued by HHS in accordance with such provision.

74. No Waiver of Privilege. Notwithstanding 7.1, 7.2, and 7.3 above, Business Associate shall not permit access to any record if, as directed in writing by Covered Entity, such access would violate Alachua County's ethical responsibilities or any privileges which Alachua County may have under Florida or Federal law. To the maximum extent permitted by law, Alachua County hereby reserves and retains any and all privileges which Alachua County may have under Florida or Federal law related to the confidentiality of all patient records of Alachua County or any attorney-County privilege or any attorney-work product privilege which Alachua County may have with respect to Business Associate's performance of its obligations under this section. The parties acknowledge that Alachua County retains the right to waive its attorney-County privilege with regard to its own records and to expressly instruct Business Associate in writing to provide access to those records as a result of that waiver. In the event Alachua County determines to waive any privilege which it may have, Alachua County shall provide Business Associate with written notice of that waiver before Business Associate may act on any such decision.

8. Ownership of PHI. Covered Entity holds all right, title and interest in and to any and all PHI received by Business Associate from, or created or received by Business Associate on behalf of, Covered Entity, and Business Associate does not hold, and shall not acquire by virtue of this Agreement or by virtue of providing any services or goods to Covered Entity in the course of fulfilling its obligations pursuant to this Agreement, any right, title or interest in or to such PHI. Business Associate shall have the right to de-identify PHI (in accordance with HIPAA) for Business Associate's business purposes, such as making any statistical analysis, or developing any report as permitted under HIPAA and applicable law. Business Associate shall not otherwise release any information about PHI or the PHI to any other governmental or private agency or entity without the express written consent of BUSINESS ASSOCIATE.



9. **Prohibition on Sale of PHI.** Business Associate shall not sell or receive any remuneration, direct or indirect, of any kind in exchange for PHI or in exchange for the disclosure of PHI to any public or private agency or entity, except as expressly permitted by this Agreement or by the Services Agreement or by written authorization of BUSINESS ASSOCIATE.

10. **Inspection of Books and Records.** Business Associate shall make its books and records relating to the use and disclosure of PHI by Covered Entity available to HHS and its authorized representatives for purposes of determining compliance of Covered Entity with the Privacy Standards and Security Standards.

To the extent permitted by law, Covered Entity hereby reserves and retains any and all privileges in which it has an interest under Federal or Florida law including attorney-County privilege or attorney-work product privilege with respect to Business Associate's performance if its obligations under this Agreement and this Section 10. Business Associate, to the maximum extent permitted by law, hereby reserves and retains any and all privileges it may have including all work product or other privileges or rights. Notwithstanding the above, in no event shall Business Associate delay complying with a request of HHS or its authorized representatives if such delay appears reasonably likely to result in any penalty, fine or other liability being levied or imposed upon Covered Entity (such likelihood to be determined in the sole discretion of Covered Entity), and Covered Entity has instructed Business Associate in writing to disclose the information requested by HHS or its authorized representatives. The Parties acknowledge that Covered Entity retains the right to: (i) waive the attorney-County privilege with regard to books and records, and (ii) expressly instruct Business Associate to provide HHS and its authorized representatives with such books and records in the event of such waiver.

11. **Term and Termination.**

11.1. **Term.** This Agreement shall commence on the Effective Date and end with the termination of the Services Agreement unless terminated sooner pursuant to Section 11.2.

11.2. **Termination for Breach by Covered Entity.** Covered Entity will provide Business Associate with written notice of the existence of the breach and provide Business Associate with thirty (30) calendar days to cure said breach upon mutually agreeable terms.

11.3. Termination by Business Associate. If Business Associate determines that Covered Entity has breached a material term of this Agreement, then Business Associate shall provide Covered Entity with written notice of the existence of the breach and shall provide Covered Entity with thirty (30) calendar days to cure said breach upon mutually agreeable terms or end the violation within this thirty (30) day period. Failure by Covered Entity to cure said breach or violation in the manner set forth above shall be grounds for immediate termination of the Services Agreement by Business Associate.

11.4. Effect of Termination.

- A. Upon termination of this Agreement, Business Associate shall recover any PHI relating to this Agreement in possession of Business Associate and its agents, or representatives. Subject to Section 11.4 B, Business Associate shall return to Covered Entity or destroy all such PHI plus all other PHI relating to this Agreement in its possession, and shall retain no copies unless an applicable law, regulation, or professional or industry standard requires storage or retention of such data beyond such term.
- B. If Business Associate believes that it is not feasible to return or destroy the PHI as described above, Business Associate shall ensure that any and all protections, requirements and restrictions contained in this Agreement shall be extended to any PHI retained after the termination of this Agreement, and that any further uses and/or disclosures shall be limited to the purposes that make the return or destruction of the PHI infeasible. In all events, Business Associate further agrees to comply with other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment of such PHI. It is expressly understood that all limitations, restrictions or prohibitions on the use or disclosure of PHI by Business Associate shall continue to exist and shall survive termination of this Agreement for any reason.

12. Notices. Any and all notices and other communications required or permitted to be given under this Agreement shall be: (a) delivered by personal delivery, provided the person to whom delivered signs a receipt; (b) delivered by commercial courier such as Federal Express, provided the person to whom delivered signs a receipt or the commercial courier can verify delivery; (c) sent by overnight U.S. express mail, provided the postal service can verify delivery; (d) sent by registered or certified mail, postage prepaid, provided delivery is actually made; or (e) sent by email to email address provided for each Party Notices shall be sent to the following addresses or to such other addresses as shall be furnished by notice to the other party in accordance with the provisions of this Section 12:

Alachua County  
12 S.E. 1st Street  
Gainesville, FL 32601  
[acpur@alachuacounty.us](mailto:acpur@alachuacounty.us)

If to Business Associate:  
\_7815 N Palm Ave., Ste 400\_  
\_Fresno, CA 93711\_  
mhawkins@rxipm.com

13. **Miscellaneous.**

13.1. **Survival.** The respective rights and obligations of the Parties under Section 10 (Inspection of Books and Records), Section 11.4 (Effect of Termination), and Section 13 (Miscellaneous) shall survive termination of this Agreement indefinitely, and those other provisions of this Agreement that apply to rights or obligation of a Party, which continue or arise upon or after the termination of this Agreement shall survive the termination this Agreement to the extent necessary to enforce such rights and obligations and to otherwise effectuate such provisions. It is expressly understood that all limitations, restrictions or prohibitions on the use or disclosure of PHI by Business Associate shall continue to exist and shall survive termination of this Agreement for any reason.

13.2. **State Law.** In addition to HIPAA and the HITECH Act, Business Associate shall comply with all applicable Florida law related to patient privacy or other privacy restrictions on records of Business Associate and federal security and privacy laws.

13.3. **Regulatory References.** A citation in this Agreement to the Code of Federal Regulations shall mean the cited section as that section may be amended from time to time.

13.4. **Amendment.** This Agreement may be amended or modified only in a writing signed by the Parties. The Parties agree that they shall negotiate amendments to this Agreement to conform to any changes in the HIPAA Rules as are necessary for Covered Entity and Business Associate to comply with the current requirements of the HIPAA Rules.

13.5. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules and the HITECH Act and permit compliance with requirements of Florida patient confidentiality law to the extent they are more stringent than HIPAA Rules or the HITECH Act.

13.6 **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of such jurisdiction and shall be subject to the exclusive jurisdiction of the Courts, as are specified in the Services Agreement.

13.7 No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors and permitted assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

13.8 Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, such unenforceability shall not affect the remainder of this Agreement, which shall remain in full force and effect.

13.9 Assignment. Neither Party may assign this Agreement without the prior written consent of the other.

\

13.9 Binding Effect. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties.

*REMAINDER OF PAGE  
INTENTIONALLY LEFT BLANK*

**IN WITNESS WHEREOF**, the Parties hereto have executed this Business Associate Agreement effective as of the Effective Date.

**ALACHUA COUNTY, FLORIDA**

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

Anna Prizzia, Chair  
Board of County Commissioners

ATTEST:

APPROVED AS TO FORM

\_\_\_\_\_  
Jesse K. Irby II, Clerk

\_\_\_\_\_  
Alachua County Attorney's Office

(SEAL)

**PROFESSIONAL**

**INTEGRATED PRESCRIPTION  
MANAGEMENT, INC.**

By: Melissa Hawkins

Print: Melissa Hawkins

Title: Chief Strategy Officer

Date: 1/12/2023

**Exhibit 5: Certification of Meeting Alachua County Wage Ordinance**

Contact Title \_\_\_\_\_

Contract Number \_\_\_\_\_

The undersigned, who is authorized on behalf of the Professional, certifies that all covered employees, contractors and subcontracted, completing Services as part of this Agreement are paid, and will continue to be paid, in accordance with the Alachua County Government Minimum Wage requirements ("Wage Ordinance") contained in the Alachua County Code, as may be amended.

(Company Name) Integrated Prescription Management  
(Address) 7815 N Palm Ave., Ste 400  
(City, State, Zip) Fresno, CA 93711  
(Phone) 817-600-6413  
(Email Address) mhawkins@rxipm.com

**PROFESSIONAL**

By: Melissa Hawkins  
Print: Melissa Hawkins  
Title: Chief Strategy Officer  
Date: 1/12/2023