AGREEMENT

25-0258-RFP Pharmacy Benefit Services

This Agreement (the "Agreement" or "Contract"), is entered into on the date last executed below ("Effective Date"), by and between Pinellas County, a subdivision of the State of Florida whose primary address is 315 Court Street, Clearwater, Florida 33756 ("COUNTY") and LucyRx Health Solutions, Inc. whose primary address is 7373 Wisconsin Avenue, Suite 910, Bethesda, MD 20814 (hereinafter "CONTRACTOR") (jointly, the "Parties").

NOW THEREFORE, the Parties agree as follows:

A. Documents Comprising Agreement

1. This Agreement, including the Exhibits listed below, constitutes the entire agreement and understanding of the Parties with respect to the transactions and services contemplated hereby and supersedes all prior agreements, arrangements, and understandings relating to the subject matter of the Agreement. The documents listed below are hereby incorporated into and made a part of this Agreement:

   i. This Agreement

   ii. Pinellas County Standard Terms & Conditions, located on Pinellas County Purchasing's website, effective 6/14/2023, posted at https://pinellas.gov/county-standard-terms-conditions/.

   iii. Solicitation Section 4, titled Special Conditions, attached as Exhibit A

   iv. Solicitation Section 5, titled Insurance Requirements, attached as Exhibit B

   v. Scope of Work, Specifications, attached as Exhibit C

   vi. Performance Guarantees, attached as Exhibit D

   vii. Pricing Schedule, attached as Exhibit E

   viii. HIPAA Business Associate Agreement, attached as Exhibit F

   ix. In the case of a conflict, the terms of this document govern, followed by the terms of the attached Exhibits, which control in the order listed above.

B. Term

1. The initial term of this Agreement will begin October 1, 2025, and continue for sixty (60) months ("Contract Term"). At the end of the initial term of this contract, this Agreement may be extended for renewal term(s) agreed to by the Parties.

C. Expenditures Cap

1. Payment and pricing terms for the initial and renewal terms are subject to the Pricing Proposals in Exhibit E. County expenditures under the Agreement will not exceed $9,000,000.00 for the Contract term without a written amendment to this Agreement.

2. In no event will annual expenditures exceed $1,800,000.00 within any given fiscal year without a written amendment to the Agreement.

D. **Entire Agreement**

1. This Agreement constitutes the entire agreement between the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their undersigned officials, who are duly authorized to bind the Parties to the Agreement.

Pinellas County, a political subdivision of the State of Florida:	Contractor: LucyRx Health Solutions, Inc.
	Susan Thomas Susan Thomas (Aug 22, 2025 12:50:17 EDT)
Signature	Signature
	Susan Thomas
Printed Name	Printed Name
	Chief Commercial Officer
Printed Title	Printed Title
	Aug 22, 2025
Date	Date

APPROVED AS TO FORM
By: *Cody J. Ward*
Office of the County Attorney

Exhibit A: Special Conditions

4. Special Terms & Conditions

4.1. INTENT

It is the intent of Pinellas County to establish an Agreement for 25-0258-RFP Pharmacy Benefit Services to be ordered, as and when required.

4.2. NON-NEGOTIABLE TERMS

While the County prefers that no exceptions to its contract terms be taken, the solicitation does authorize respondent to take exception to terms as part of its submittal. The County has deemed the following contract terms in the County's Standard Terms & Conditions https://pinellas.gov/county-standard-terms-conditions/ as of the effective date of this contract to be non-negotiable:

Section 3: Compliance with Applicable Laws (all terms)

Section 7: Indemnification & Liability (all terms)

Section 8: Insurance & Conditions Precedent

Section 10(G): Governing Law & Venue

Section 12(A): Fiscal Non-Funding

Section 13: Confidential Records, Public Records, & Audit (all terms)

Section 19: Digital Content (all terms) (*if the Agreement includes software, online, or digital content services*)

Any terms required by law

4.3. PRICING/PERIOD OF CONTRACT

Unit prices submitted of listed items will be held firm for the duration of the Agreement. Duration of the Agreement will be for a period of 60 months from October 1, 2025, and any extension thereof.

4.4. TERM EXTENSION(S) OF CONTRACT

Not Applicable

4.5. NON-MANDATORY PRE-SUBMITTAL CONFERENCE:

All questions pertaining to the solicitation or technical specifications will be reviewed at this time. Solicitation suggestions or modifications may be discussed with County representatives at this meeting and may be considered by representatives as possible addenda to the solicitation.

Microsoft Teams Join on your computer, mobile app or room device. Meeting ID: 267 055 349 059 Passcode: wt23qX7N Download Teams | Join on the web or call in (audio only) Dial in by phone +1 813-644-3116,,199407798# United States, Tampa Find a local number Phone conference ID: 199 407 798#

Wednesday, February 19, 2025

10:30 am

4.6. PRE-COMMENCEMENT MEETING

Not Applicable

4.7. ORDERS

Within the term of this Agreement, County may place one or more orders for goods and/or services at the prices listed on the Pricing Proposal section of this solicitation, which is incorporated by reference hereto.

4.9. SERVICES

The terms below are applicable if the Solicitation includes the provision of SERVICES:

A. **ADD/DELETE LOCATIONS SERVICES -** The County reserves the right to unilaterally add or delete locations/services, either collectively or individually, at the County's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the County. In such case, the Contractor(s) will be required to provide services to this agreement in accordance with the terms, conditions, and specifications.

4.10. GOODS & PRODUCTS

The terms below are applicable if the Solicitation includes the purchase of GOODS or PRODUCTS:

A. **DELIVERY/CLAIMS -** Prices quoted will be FOB Destination, freight included and unloaded to location(s) within Pinellas County. Actual delivery address(s) will be identified at time of order. Successful Contractor(s) will be responsible for making any and all claims against carriers for missing or damaged items.

4.11. QUANTITIES

Any quantities stated are an estimate only and no guarantee is given or implied as to quantities that will be used during the Agreement period. Estimated quantities are based upon previous use and/or anticipated needs.

4.12. PERFORMANCE SECURITY

Not Applicable

Exhibit B: Insurance Requirements

5. Insurance Requirements

5.1. INSURANCE (General)

The Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to recommendation for award. The Vendor shall obtain and maintain, and require any subcontractor to obtain and maintain, at all times during its performance of the Agreement in Phase 1 insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Vendor shall maintain coverage and provide evidence of insurance for 2 years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of VIII or better.

5.2. INSURANCE (Requirements)

A. Submittals should include the Vendor's current Certificate(s) of Insurance. If Vendor does not currently meet insurance requirements, Vendor shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract. Upon selection of Vendor for award, the selected Vendor shall email certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s).

B. **The Certificate holder section shall indicate Pinellas County, a Political Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County, a Political Subdivision shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**

C. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the Bid and/or contract period.

D. If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the Work, you will be notified by CTrax, the authorized vendor of Pinellas County. Upon notification, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished to Pinellas County Risk Management

at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@jdidata.com by the Vendor or their agent prior to the expiration date.

1. Vendor shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Vendor from its insurer Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Vendor of this requirement to provide notice.
2. Should the Vendor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.

E. If subcontracting is allowed under this Bid, the Primary Vendor shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; but in no event will the insurance limits be less than $500,000 for Workers' Compensation/Employers' Liability, and $1,000,000 for General Liability and Auto Liability if required below.

1. All subcontracts between the Vendor and its Subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall
   a. Require each Subcontractor to be bound to the Vendor to the same extent the Vendor is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the Subcontractor;
   b. Provide for the assignment of the subcontracts from the Vendor to the County at the election of Owner upon termination of the Contract;
   c. Provide that County will be an additional indemnified party of the subcontract;
   d. Provide that the County will be an additional insured on all insurance policies required to be provided by the Subcontractor except workers compensation and professional liability;
   e. Provide a waiver of subrogation in favor of the County and other insurance terms and/or conditions
   f. Assign all warranties directly to the County; and
   g. Identify the County as an intended third-party beneficiary of the subcontract. The Vendor shall make available to each proposed Subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Section C and identify to the Subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

F. Each insurance policy and/or certificate shall include the following terms and/or conditions:

1. The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.
2. Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Vendor.
3. The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
4. All policies shall be written on a primary, non-contributory basis.

The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

5.3. WORKERS' COMPENSATION INSURANCE

Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein.

A. Limits

1. Employers' Liability Limits Florida Statutory

a. Per Employee $ 500,000

b. Per Employee Disease $ 500,000

c. Policy Limit Disease $ 500,000

If Vendor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. The County Waiver Form is found at https://pinellas.gov/services/submit-a-workers-compensation-waiver-request/. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

5.4. COMMERCIAL GENERAL LIABILITY INSURANCE

Includes, but not limited to, Independent Vendor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury. No explosion, collapse, or underground damage exclusions allowed.

A. Limits
   1. Combined Single Limit Per Occurrence $ 1,000,000
   2. Products/Completed Operations Aggregate $ 2,000,000
   3. Personal Injury and Advertising Injury $ 1,000,000
   4. General Aggregate $ 2,000,000

5.5. CYBER RISK LIABILITY (NETWORK SECURITY/PRIVACY LIABILITY) INSURANCE

To include cloud computing and mobile devices, for protection of private or confidential information whether electronic or non- electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least minimum limits as follows:

A. Limits
   1. Each Occurrence $ 1,000,000
   2. General Aggregate $ 1,000,000

B. For acceptance of Cyber Risk Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Cyber Risk Liability and other coverage combined.

5.6. PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS) INSURANCE

Minimum limits as follows. If “claims made” coverage is provided, “tail coverage” extending three (3) years beyond completion and acceptance of the project with proof of “tail coverage” to be submitted with the invoice for final payment. In lieu of “tail coverage”, Proposer may submit annually to the County, for a three (3) year period, a current certificate of insurance providing “claims made” insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

A. Limits
   1. Each Occurrence or Claim $ 1,000,000
   2. General Aggregate $ 3,000,000

B. For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

5.7. PROPERTY INSURANCE

Vendor will be responsible for all damage to its own property, equipment and/or materials.

Exhibit C: Scope of Work and Specifications

A. Definitions

The following terms shall have the meanings set forth below:

1. **"Average Wholesale Price"** or **"AWP"** means a benchmark price for a given pharmaceutical product as identified by its National Drug Code ("NDC") number and established and reported by Medi-Span or other nationally recognized source of benchmark pricing for pharmaceutical products.

2. **"Brand Drug"** means single or multisource brand drugs which are classified as brand drugs based upon indicators provided by Medi-Span's National Drug Data File as follows (i) not a generic drug, and (ii) denoted in the Multi-source Code field as "M", "N", and "O."

3. **"Claim"** means an invoice or transaction (electronic or paper) for a Covered Drug dispensed to a Participant that has been submitted to Contractor by the dispensing, participating pharmacy or a Participant.

4. **"Compound Drug"** means a mixture of two or more ingredients when at least one of the ingredients in the preparation is an FDA approved federal legend drug or state restricted drug in a therapeutic amount, and which is not otherwise generally available in an equivalent commercial form.

5. **"Contract Year"** means a full twelve (12) month period commencing on October 1, 2025, and each full subsequent twelve (12) month period thereafter that the Agreement remains in effect.

6. **"Covered Drug(s)"** means those prescription drugs, supplies, and other items that are covered under the Plan as indicated in the Plan Design.

7. **"Dispensing Fee"** means fees paid to the pharmacies for filling medications for Participants.

8. **"Eligible Brand Drugs"** for purposes of Rebates means all Brand drugs excluding Claims for OTC drugs, non-legend drugs, non-drug items, subrogation claims, claims with invalid NDC's, 340B discounts, GPO or other upfront discounts, secondary claims and Claims for which the aggregate amount paid for a U & C Claims and such shall not be considered Claims for the purposes of the Rebate guarantees as set forth in Exhibit E.

9. **"Eligibility Records"** means the list submitted by County to Contractor indicating Participants eligible for drug benefit coverage services under the Pinellas County Health Program (PCHP), Healthcare for the Homeless (HCH) and Mobile Medical Unit (MMU), as amended from time to time by County.

10. **"Formulary"** means Contractor's official list of commonly prescribed drugs and supplies which classifies items for purposes of Plan design and coverage decisions (or if County establishes a Formulary and it is agreed to by Contractor).

11. **"Generic Drug"** means a prescription drug, which is classified as a generic drug, whether identified by its chemical, proprietary, or nonproprietary name provided by Medi-Span's National Drug Data File and (i) is not a Brand drug, and (ii) denoted in the Multi-source Code field as "Y."

12. **"ID Card"** means a printed identification card provided by the County for enrolled Pinellas County Health Program (PCHP) and the Healthcare for the Homeless Program (HCH) Unit clients for access to prescription drug benefits.

13. **"Maximum Allowable Cost"** or **"MAC"** means the maximum allowable unit cost of a drug and establishes an upper limit reimbursement price for certain drugs dispensed without regard to the specific manufacturer whose drug is dispensed, and which drugs are identified on a MAC List. Contractor shall provide County with the MAC list annually on the contract anniversary date.

14. **"Mail Service Pharmacy"** means a duly licensed pharmacy where prescriptions are filled and delivered to

Participants via the mail service.

15. **"Multi-Source Generic Product"** means a prescription medication that is approved by the FDA, is licensed and marketed by two or more generic drug manufacturers, and is not subject to patent litigation. Approved ANDA applications shall not be the basis in determining the number of generic drug manufacturers, and NDCs identified as "Repackaged" products shall not be included in the count of generic manufacturers, for purposes of this definition.

16. **"Participant"** means each enrolled primary person who is eligible to receive prescription drug benefits under a plan as indicated in the Eligibility Records.

17. **"Participating Pharmacy"** means any licensed retail pharmacy, other than a Mail Service Pharmacy or Specialty Pharmacy that has entered into an arrangement with Contractor to provide Covered Drugs to Participants under this SOW.

18. **"Pinellas County Health Program," "PCHP," "Healthcare for the Homeless," or "HCH"** means the Medical Homes and Mobile Medical Unit included within the County indigent care program and all associated services.

19. **"Plan"** means the PCHP, including HCH and MMU, which includes the Formulary, prescription drug benefits, limitations, exclusions, terms, and conditions and other specification as designated by the County.

20. **"Plan Design"** means the essential elements of County's Plan(s) including but not limited to drug coverage, days' supply limitation, and other specifications applicable to the Plan as designated by the County. Plan Designs may be amended only in accordance with Section 2.3 of this SOW.

21. **"PCHP Prescriber"** means a health care practitioner licensed or authorized by law to issue an order for a prescription drug and included in the PCHP, HCH and MMU prescriber list not requiring an over-ride.

22. **"Prescriber"** means a health care practitioner licensed or authorized by law to issue an order for a prescription drug.

23. **"Protected Health Information"** or **"PHI"** means all protected health information as defined in 45 CFR Part 164, as may hereafter be amended.

24. **"Rebates"** means all rebates paid to Contractor by pharmaceutical manufacturers or intermediaries for utilization of eligible Covered Drugs by Participants.

25. **"Single-Source Generic Product"** means a prescription medication that is approved by the FDA, is licensed and marketed by less than two generic drug manufacturers and is not subject to patent litigation. Approved ANDA applications shall not be the basis in determining the number of generic drug manufacturers, and NDCs identified as "Repackaged" products shall not be included in the count of generic manufacturers, for purposes of this definition.

26. **"Specialty Drugs**" means certain pharmaceuticals and/or biotech or biological drugs that are (i) used in the management of chronic or genetic diseases; or (ii) injectable, infused, or oral medications, or otherwise require special handling; or (iii) high-cost biotech and other Federal legend prescription drug products, or; (iv) included in the proposed specialty drug list.

27. **"Specialty Pharmacy"** means a duly licensed pharmacy where drugs designated as Specialty Drugs are dispensed for, and delivered to, Participants.

28. **"Usual and Customary Price"** or **"U&C"** means the retail price charged by a Participating Pharmacy for a specific drug in a cash transaction on the date the drug is dispensed as reported to Contractor by the Participating Pharmacy.

B. Responsibilities of County

1. **Plan Design.**
   i. County is contracting for pharmaceutical services to support the Pinellas County Health Program (PCHP) and Healthcare for the Homeless Program (HCH). County may extend these contracted services to other programs and populations or may modify the PCHP and HCH programs to meet federal, state, or county

requirements. Contractor must have the capability to implement these modifications within ten (10) calendar days of receiving written notice. Modifications may include, but are not limited to, a change in the network size, providers, formulary, eligibility, etc. County specifically retains the right to define and/or restrict the pharmacy network to support the best interests of the programs.

ii. Contractor shall provide necessary assistance with the preparation or continuation of a Plan Design. County shall provide or approve the Plan Design to Contractor in writing. If County elects to change certain benefit design features of the Plan after initial setup, including but not limited to Covered Drugs, prior authorization requirements, or otherwise, such change shall be communicated in writing by County to Contractor by submitting a new or revised Plan Design. County shall be responsible for notifying its Participants of the change prior to its effective date.

2. **Participant Eligibility.**
   i. County shall provide Contractor with Eligibility Records with notice of changes twice daily and a complete update provided each week, as referenced in Section H. The Eligibility Records shall contain the names of all Participants and any other information specified by Contractor and agreed to by County that is necessary to administer the Plan hereunder.
   ii. County shall be solely responsible for ensuring the accuracy of its Eligibility Records as submitted to Contractor and shall be obligated to pay Contractor for all amounts due to Contractor hereunder for Claims.
   iii. County shall pay Contractor for all amounts due to Contractor hereunder for Claims as described in the Agreement relating to Covered Drugs dispensed, or Services provided, to a Participant on or before the later of (i) the date of the Participant's loss of eligibility; or (ii) a date occurring within (5) business days after Contractor receives notification that a Participant is no longer eligible. Contractor understands and agrees that the County will not be responsible for payment for prescriptions for any individual for which Contractor has been timely notified of ineligibility.

C. Contractor Services.

1. Contractor shall provide the following services and other services as set forth in this Agreement:
   i. Implementation services
   ii. Claims processing and adjudication
   iii. Pharmacy network management, including retail, mail and specialty
   iv. Prescriber network management
   v. Dedicated Account Management support
   vi. Bi-monthly meeting attendance
   vii. Electronic, virtual ID card for Participants, which can be printed or downloaded to a mobile phone
   viii. Providing on-line access to formulary lists and provider directories to all existing Participants with web access and printed formulary guides, as needed
   ix. Standard Systems Edits
   x. Custom Formulary Management
   xi. Rebate Management
   xii. Daily Eligibility Verification and Maintenance
   xiii. MAC Program Administration
   xiv. Custom management reporting package (monthly; quarterly)
2. Contractor shall provide pharmaceutical services through a network of Participating Pharmacies to eligible Participants of the PCHP and HCH programs, as detailed herein. Contractor acknowledges and agrees this may include separate networks and formularies, as necessary for program eligibility and compliance purposes. Additionally, Contractor agrees to provide services to other non-PCHP/HCH populations upon request by the County.
3. Upon request, Contractor shall provide an electronic, virtual ID card for Participants, which can be printed or downloaded to a mobile phone.
4. Contractor shall provide on-line access to formulary lists and provider directories to all existing Participants with web access and printed formulary guides, as needed.
5. **Pharmacy Network.**
   i. Contractor will maintain a network(s) of Participating Pharmacies ("Pharmacy Network") to dispense prescriptions to Participants seven (7) days per week. Contractor will make available on-line and submit via email to the County contract manager an updated list of Participating Pharmacies.
   ii. Contractor shall provide at least 30-days' notice, or notice as soon as practicable, of any event or negotiation that may cause a disruption or decreased access to any pharmacy within the network for seven (7) days or longer.
   iii. Contractor maintains multiple networks, and periodically consolidates networks or migrate clients to other networks to capitalize on certain operational efficiencies and other benefits associated with a streamlined network offering. Contractor agrees that it will not adjust any of the average effective rate guarantees as a result of any such consolidation or migration without approval of County.

iv. Contractor will contractually require each Participating Pharmacy to meet Contractor's network participation requirements, including but not limited to pharmacy permit and individual pharmacist's licenses from the Florida State Board of Pharmacy in accordance with Chapter 465 of the Florida State Statutes, and any additional licensure, insurance and provider agreement requirements.

v. Contractor will ensure that when an eligible PCHP/HCH Participant presents a prescription at a contracted network pharmacy, the network pharmacy has the capacity to:
   1. Verify Participant eligibility electronically
   2. Verify prescription is written by an in-network prescriber
   3. Review prescriptions to determine if the product is covered in the formulary and make available all medications on the formulary
   4. Dispense generic equivalent drugs to fill prescriptions, or submit for overrides/prior authorization for brand name medications, non-formulary medications, and medication restrictions
   5. Transmit eligibility and prescription claim information electronically
   6. Fill all medications to patients for self-administration in accordance with all applicable federal, state and local laws
   7. Counsel the patient regarding the proper method of taking the drug and any known side effects
   8. Counsel the patient regarding possible drug interactions
   9. Dispense the filled prescription order to the patient

vi. Contractor does not direct or exercise any control over the professional judgment exercised by any pharmacist in dispensing prescriptions or otherwise providing pharmaceutical related services at a Participating Pharmacy and accordingly shall not be liable for any error or omission of any Participating Pharmacy or any of their agents, employees or anyone purporting to act on their behalf.

vii. **Pharmacy Education.** Contractor understands and agrees to the following, and will provide regular and ongoing education and communication to Participating Pharmacies to ensure understanding and compliance with the following program criteria, including:
   1. Providing general PCHP/HCH program and eligibility information and updates on a monthly basis.
   2. Ensuring that at no time will persons served under this Agreement be segregated or separated from private patients in such a way as to make them stand out from other persons being served by the Contractor or in any of the program's contracted Participating Pharmacies.
   3. Ensuring there will be no co-pays or bills to any patients eligible for services through the County unless directed to or advised by the County.
   4. Ensuring that at no time will a Participant be required to present a social security number for verification or eligibility; however, if a Participant presents without their client ID number and is willing to share additional information, eligibility may be verified using other identifiers.
   5. Providing all Participants with equal treatment, maintaining confidentiality and privacy, and ensuring a seamless and inclusive experience for all individuals.
   6. Utilizing generic equivalents when available and submitting for a timely prior authorization for non-generic, non-formulary, or restricted medications.
   7. Providing over the counter (OTC) medications and products to program Participants when indicated

viii. County may request the addition of a pharmacy or pharmacies to a Pharmacy Network. If such pharmacy agrees to maintain appropriate license status and accept Contractor's conditions of participation including its standard price offering and terms, and if Contractor determines it is able to maintain the average effective reimbursement rate guarantees with such addition, it may be added to the Pharmacy Network in Contractor's sole discretion.

ix. County may request the removal of a pharmacy or pharmacies from the Pharmacy Network. If any such pharmacy fails to maintain appropriate license status and accept Contractor's and PCHP/HCH conditions of participation, said pharmacies shall be removed immediately and the County notified. If removal of a pharmacy or pharmacies is requested due to anticipated cost savings or program optimization, and if Contractor determines it is unable to maintain the average effective reimbursement rate guarantees with any such requested removal, the removal and guarantees may be adjusted by mutual written agreement of both Parties. Notwithstanding the above, Contractor, in its sole discretion, may remove from a Pharmacy Network any Participating Pharmacy.

x. **Pharmacy Help Desk Services.** Contractor will provide 24-hours a day, 7-days a week telephone support via a toll-free number to assist Participating Pharmacies with Participant eligibility verification and questions regarding reimbursement, Covered Drug benefits under County's Plan or other related pharmacy helpdesk concerns. There shall be no additional charge to County for Contractor providing the Participating Pharmacies' telephone support.

xi. **Mail Service Pharmacy**. If during the term of this Agreement County submits a written request to Contractor to provide Mail Service Pharmacy Services, Participants shall have the option of filling scripts through the use of Contractor's contracted Mail Order Pharmacy provider at no additional cost to the County or Participant. Contractor's contracted Mail Order Pharmacy shall be County's sole source for mail order/home-delivery pharmacy fulfillment for the Services covered by this Agreement. Contractor shall

determine eligibility for such claims and adjudicate claims in accordance with its standard procedures, and the Mail Order Pharmacy may, where appropriate and in compliance with applicable law, provide generic equivalents to Participants. Contractor shall permit refills in accordance with applicable physician instructions, up to a ninety (90) day supply. Mail Order Pharmacy shall provide Participants using the Mail Order Pharmacy with refill reminders and access to Contractor's online ordering system.

xii. **Specialty Pharmacy.** Unless otherwise mutually agreed by the parties, such as where a Plan permits Specialty Drugs to be filled at retail Participating Pharmacies, Contractor's contracted Specialty Pharmacy shall be County's sole source for specialty pharmacy fulfillment for the Services covered by this Agreement as it provides access for covered population.

xiii. **Delivery.** Contractor contracts with multiple providers for delivery within Pinellas County and will provide delivery to any program participant at no additional cost. Contractor also arranges for a direct-to-home Mail Order Pharmacy service with no additional fees.

6. **Prescriber Network.**
   i. Contractor shall maintain one or more distinct prescriber networks as provided by the County and shall verify prescriber is in-network or has the appropriate authorization through the claims adjudication process.
7. **Formulary.**
   i. Contractor shall maintain a drug Formulary to control covered pharmacy products and services to County's Participants. County may utilize Contractor's Formulary or may elect to utilize its own Formulary (See Pinellas County Indigent Health Program Formulary - Pinellas County).
   ii. Contractor may review and change its standardized Formulary from time to time during the term of the Agreement, including for safety and efficacy as necessitated by accepted medical and pharmacy practice, and based on drug price changes and Rebates available for each drug.
   iii. County may change or customize the Formulary. In the event of such County requested Formulary changes, however, Contractor may modify any Rebate guarantees set forth in Section D(2) and Exhibit E of this SOW. An election by County not to accept a revision to Contractor's Formulary will be considered a County change to the Formulary.
   iv. Contractor agrees to implement Formulary changes within ten (10) business days after receipt of such request by the County and provide an updated Formulary to the County within one (1) business day of the change being made.
   v. Contractor acknowledges that County's staff, attorneys and consultants may copy, distribute, or otherwise provide the Contractor Formulary to an authorized third party and/or link to the County website. Contractor retains all copyright and other proprietary rights in the Contractor Formulary, other than as specifically allowed in this SOW. The County agrees that it will not copy, distribute, sell or otherwise provide the Contractor Formulary to any Contractor industry competitor, consultant, broker or other unauthorized entity.
8. **Over-the-County (OTC) Medication Program.**
   i. Contractor shall provide a comprehensive OTC Medication Program that provides cost-effective and accessible medication options through all Participating Pharmacies.
   ii. The OTC program includes personalized recommendations, consultations with pharmacists, and educational resources to enhance health literacy.
   iii. The OTC program will leverage the National Open Network, ensuring broad access to cost-effective medications while maintaining convenience for Participants.
   iv. Contractor's Clinical Team will oversee program management, ensuring compliance, efficiency, and optimal medication access for Participants.
   v. Contractor shall work with Participating Pharmacies to ensure that OTC medications are available and are provided to Participants when indicated by the prescriber.
9. **Online Claims Processing.**
   i. Contractor will perform claims processing services via a common network using the same database for Covered Drugs dispensed by a Participating Pharmacy, Specialty Pharmacy, and/or Mail Service Pharmacy. Such services may include among other things: (i) verifying eligibility (ii) calculating benefits in accordance with the Plan Design; (iii) verifying that the Prescriber is an authorized Prescriber; (iv) adjudicating the claims; and (v) paying Participating Pharmacies.
   ii. In all cases, County shall have the final responsibility for all decisions with respect to coverage of a Prescription Drug Claim and the benefits allowable under the Plan, including determining whether any rejected or disputed claim shall be allowed.
   iii. Contractor's claims and eligibility system must have the capacity to capture the following data elements, and others needed, for reporting purposes:
      1. County Health Record Client ID Number
      2. Unique Claim ID
      3. Date Filled
      4. Client Last Name
      5. Client First Name
      6. Date of Birth

7. Gender
8. SSN, if available
9. Phone number, if available
10. NDC
11. Label Name
12. Generic/Brand
13. Quantity
14. Days' Supply
15. Pharmacy ID
16. RX Number
17. Prescriber Last Name
18. Prescriber First Name
19. Prescriber ID
20. Billed Amount
21. Dispense Fee
22. Patient Paid
23. Total Amount
24. Prior Authorization Identifier Code
25. RX Fill Number (Number of times filled)
26. RX Written Date
27. Number of Remaining Refills
28. Medication Type (OTC, Maintenance, Controlled Substance)

iv. **Prior Authorization.**

1. Contractor's Prior Authorization Program is designed to streamline the often-cumbersome prior authorization (PA) process for providers, pharmacies, and internal approvers. When a medication rejection occurs at the pharmacy, the Participant or Prescriber can initiate a PA request by calling Contractor, submitting a request online via the Contractor website, or mailing it in. All incoming PA requests received via fax are queued in order of receipt. Complete requests are triaged to a clinician for review within 24 hours, while incomplete requests are returned to the Prescriber for additional information. Urgent requests can take up to 72 hours, routine requests up to 7 calendar days, and reconsiderations and appeal requests up to 14 calendar days. Once a determination is made, the PA is processed by a technician, and a letter is prepared for Participant mail-out and Prescriber fax distribution. This efficient process ensures safe and effective medication use while promoting cost-effective treatment options. If LucyRx were to provide the above services, there would be a $35 fee per clinical review. Additional fees may apply. Additional fees will be mutually agreed upon by the parties in writing before the additional programs and services are provided.

2. Contractor will provide prior authorization software which streamlines the often-cumbersome prior authorization (PA) process for Prescribers, pharmacies, and internal approvers. Key features to be provided include:
   a. Automatic Notifications and Reviewable Request Queue: Contractor's PA solution provides automatic notifications to stakeholders whenever a PA request is initiated, ensuring prompt communication. The system also includes a reviewable request queue, allowing approvers to manage and prioritize PA requests effectively.
   b. Preauthorization of Overrides: The system can preauthorize certain overrides based on factors such as hospital discharge or diagnosis. This capability expedites the PA process by automatically approving overrides for predefined scenarios.
   c. Comprehensive Reporting: At no additional cost to the County, Contractor's solution offers a collection of over 130 standard reports, along with the ability to generate ad hoc reports. This robust reporting capability provides detailed insights into the PA process, including metrics such as denied and approved PAs. Additional fees may apply for ad-hoc reporting that requires more than 100 hours of work on behalf of the Contractor. Fees will be mutually agreed upon prior to the commencement of any work.
   d. By having a highly flexible and configurable PA solution, Contractor ensures that Pinellas County can deliver a streamlined and efficient prior authorization process, enhancing the experience for program participants, Prescribers, pharmacies, and internal approvers.

i. **Quantity Limit.** Contractor will provide a Quantity Limit Program to ensure optimal medication usage while controlling costs, helping prevent overuse or misuse, and promoting safer and more effective treatment plans. The program will continue to be tailored specific to the County's needs, with ongoing monitoring and adjustments to align with clinical guidelines and cost-saving strategies.

10. **Clinically Based Programs and Services.**

i. Contractor will provide mutually agreed clinically based programs and services. Fees for programs and

services above and beyond what is listed herein will be mutually agreed upon by the parties in writing before the additional programs and services are provided.

ii. Contractor will provide access to a dedicated clinical pharmacist to support the County's goals of delivering high-quality healthcare while managing costs. The clinical pharmacists will closely monitor the programs' performance and collaborate with the County to identify cost drivers and assess the impact of clinical programs.

iii. Contractor will offer recommendations for areas that may require enhanced clinical interventions, benefit limitations, or adjustments to the benefit design to better manage costs. By analyzing data on quality of care, utilization limits, and cost-saving opportunities, Contractor will present findings and discuss strategies with County staff during bi-monthly calls and bi-annual onsite program management meetings.

iv. **Drug Utilization Review Program.**

1. Contractor will provide a comprehensive Drug Utilization Review (DUR) program to the County, which includes concurrent (cDUR), retrospective (rDUR), and prospective (pDUR) reviews to ensure the safe and appropriate use of medications.
2. The cDUR system monitors active medications during treatment to detect potential clinical conflicts, such as therapeutic duplication, drug interactions, and dosage errors, with alerts or rejections issued at the point-of- sale.
3. The rDUR system reviews prescription claims data to identify patterns of inappropriate drug use, such as fraudulent claims or therapy duplication, prompting outreach to prescribers, pharmacists, and participants for corrective actions. rDUR incurs a $0.05 pmpm fee.
4. Finally, the pDUR evaluates therapy before medications are dispensed to prevent potential issues such as drug-disease interactions or incorrect dosages.
5. Reports on these reviews shall be provided monthly.

v. **Step Therapy.** The Contractor will implement a Step Therapy program to optimize medication utilization by ensuring the use of appropriate medications based on clinical guidelines. This approach prioritizes the use of the most cost-effective and suitable medications before considering more expensive alternatives, thereby enhancing both medication safety and cost-effectiveness. The criteria for step therapy are meticulously researched and regularly updated based on the latest medical evidence, empowering healthcare professionals to make informed decisions that improve client outcomes. Additionally, the program allows for a customizable approach using appropriate lookback periods to ensure flexibility and precision in treatment. Overall, Contractor Step Therapy aligns with formulary design, ensuring medications are consistent with the program and benefit structure.

11. **Program Management.**

i. Contractor shall provide at least one (1) dedicated account management representative to serve as a main point of contact for the County. The typical hours of availability will be regular business hours. A back up name and contact information shall be provided during absences from the regular schedule.

ii. **General Support and Consultative Services.** At no additional charge to County and as mutually agreed to by the parties, Contractor shall provide to County general support and consultative services regarding pharmacy benefit design, general drug use and cost data, pharmacy network design, Participant communications, Formulary design and implementation, and prior authorization guidelines and protocols.

iii. **County Data and On-line Reports.**

1. County shall have the right to access certain County prescription benefit data and on-line reports available from Contractor's portal according to Contractor's terms of usage : Privacy Statement & Terms of Use - LucyRx.
2. Upon request, Contractor shall be provided with a copy of all reports, analyses, projections, presentations or other materials concerning Contractor's performance of services under this SOW that are prepared by County, or a third party retained by County.
3. Contractor will provide access to dedicated staff to investigate and resolve concerns, and to meet specific and often quick turnaround reporting needs which cannot be accessed via reporting system or which may require additional training to access.

iv. **Meeting Attendance and Facilitation.**

1. Contractor shall facilitate monthly program management meetings with the County and its designated healthcare partners via video conference call to review program and eligibility updates, provide technical assistance, and present utilization review information.
2. Additionally, Contractor shall attend at least one onsite meeting per fiscal year to discuss program performance outcomes and trends from the prior service year.
3. Attendance at meetings is included at no additional cost to the County.

v. **HRSA.** In the event that County implements a 340B program, Contractor shall (i) provide assistance in the design and administration of the program to achieve maximum value, and/or (ii) work in cooperation with 340B vendors selected by County.

vi. **Vaccines**. Contractor shall provide County with a Vaccine credit worth an amount up to $45,000 annually that can be utilized to pay for Vaccine Administration.

vii. **Antibiotics and Anti-Infective Medications.** Contractor will provide access to select generic oral antibiotic and anti-infective treatments within select Participating Pharmacy locations. A list of medications will be made available upon request.

viii. **Integrated Discount Card Program.** At the County's request, Contractor can provide their Integrated Discount Card program as solution to provide Participants with significant savings on non-covered prescriptions at the point of sale. This program ensures that Participants receive the lowest possible price without the need for additional actions or searching for discounts.

ix. **Technical Assistance.** Contractor offers comprehensive technical assistance to ensure seamless access to our services and support for the County. Contractor's dedicated account team is available to provide consultation, technical support, and educational resources to:

1. Maximize the benefits of Contractor programs
2. Assist with program implementation
3. Support drug utilization reviews, prior authorizations, and step therapy processes
4. Comply with federal and state regulations
5. Provide guidance on managing specialty medications and cost-saving opportunities
6. Execute an appropriate drug utilization review process and communicate the results to the County via monthly reports
7. Participate in County drug utilization review efforts, ensuring a collaborative approach to optimizing medication use and improving client outcomes
8. Support technical issues or questions that may arise.
9. Monitor and leverage cost-reducing medication and programs through select providers and pharmacies to benefit the County's programs

x. **Contractor Client Portal**. Contractor shall provide the County access to a secure, HIPAA-compliant, web-based tool that will allow authorized plan representatives to perform specific functions from their desktop such as confirming and updating client eligibility, or review claim status.

D. Prescription Claim Pricing.

1. **Rate and Dispense Fee Guarantees.** Contractor guarantees that it will meet the minimum annual average effective reimbursement and average dispense fee rates for each minimum days' supply and each channel as indicated in EXHIBIT E, Pricing Schedule.

i. Compound Drugs will be reimbursed as follows: Compound Claims will be processed in accordance with County's Plan parameters for paying such claims using the most expensive ingredient (calculated by aggregate cost of the ingredient used) plus a dispensing fee of $5.00 plus taxes.

ii. **Calculation of Average Rates and Dispense Fees.** The annual average effective reimbursement rate for each channel and each minimum days' supply set forth in Exhibit E shall be measured by the percentage difference between the percentage below AWP realized by County and as calculated by the total net ingredient cost paid by County for Covered Drug Claims during the year divided by the total AWP for those Covered Drug Claims for the year. The actual average dispensing fee billed to County will be calculated by dividing the sum of the dispense fees paid by County for all Covered Drug Claims for the year by the number of Covered Drug Claims for the year. The effective rates shall include the net value of all discounts and reimbursements applicable to Covered Drug Claims including, reductions in net Claim cost derived from: co-insurance; copay; Rebates; coordination of benefit claims; usual & customary (U&C) "lesser of" pricing; and other reimbursement or savings that lower the net cost of a Covered Drug Claim. Compounds, Direct Member Reimbursement Claims, Military Treatment Facility (e.g., Veterans Administration & Department of Defense) claims, OTC claims, claims for non-legend drugs; claims for non-drug products, claims with inactive NDC's, claims for exclusive distribution drugs, claims for limited distribution drugs, claims for grandfathered drugs and claims with ancillary charges may be excluded from the calculations.

iii. **Shortfall.** Should Contractor's actual annual average effective reimbursement or dispense fee rates (whether Retail, Mail or Specialty Drugs) for County be less favorable than Contractor's guaranteed annual average effective reimbursement or dispense fee rates set forth above, Contractor shall provide County with a lump sum credit in the amount of the shortfall within 120 days after the end of each Contract Year. Rebates will be considered stand-alone guarantees and will not be allowed to offset other categories.

iv. **Effect of Changes.** In the event any applicable law, including the "Affordable Care Act" and related regulations, drug industry practice, or any policy, underwriting or management practice of a regulatory body, NCQA or County, is modified through amendment, addition, deletion, interpretation or otherwise after the execution of this SOW or the Agreement; or if Contractor becomes aware of any law (regardless

of whether it existed on the Effective Date) that materially alters the rights or obligations of Contractor hereunder, Contractor shall equitably adjust the terms of this SOW to take such modification(s) or applicable law into account and preserve each party's anticipated benefits under this SOW. In the event that the AWP pricing benchmark or methodology used by Contractor hereunder is replaced with another benchmark or methodology calculation (such as ABP—average benchmark price), Contractor may switch to such new pricing benchmark or methodology upon 180 days prior written notice to County, and such notice will identify new pricing terms, if any, required to maintain comparable pricing under the new benchmark or methodology. The guarantees in this SOW are premised upon the utilization, plan design and census existing and presented to Contractor at the time of Contractor's proposal. Should there be a demonstrable change during the Term of the Agreement in (i) utilization or census (e.g., change in brand versus generic utilization, change in delivery channels utilized (mail, retail, specialty) (ii) size, demographics, or gender distribution of County's Participants, or (iii) plan design change) such guarantees shall be adjusted by Contractor. Notwithstanding the foregoing, no changes or adjustments shall be effective without mutual written agreement of the parties.

v. Contractor shall provide Services to County under the Agreement and this SOW consistent with a lowest net cost strategy. The lowest net cost strategy is to maintain the lowest net costs incurred by County taking into consideration clinical appropriateness, quality, ingredient costs, market share, benefit designs/copay structures, and Rebates. Accordingly, an overage in one area of discount, dispensing fee reconciliation, or other demonstrated savings created by implemented Contractor programs, may be used to offset a shortfall in another area within each Contract Year.

vi. **Pricing Review.** Contractor must demonstrate processes and procedures for continuously maximizing the cost effectiveness of the program through drug pricing negotiation. The County may request additional information to aid in pricing review, such as a monthly MAC list, the definitions of Single-Source Generic Drugs and Multi-Source Generic and Brand Drugs, and the pricing logic Contractor will apply in their review.

2. **Rebates.**

i. Subject to and in accordance with the terms of the Agreement and this SOW, Contractor shall credit Rebates for each minimum days' supply and for each channel as indicated in Exhibit E.

ii. Contractor shall credit to County the greater of minimum guaranteed Rebate amounts or quarterly Rebate earnings on a quarterly basis in arrears, within 90 days of the end of the quarter in which Rebates earnings are received. Contractor agrees to perform an annual reconciliation no later than 120 days after the Contract Year to ensure all minimums have been credited.

iii. County acknowledges that its earnings from Rebates are subject to any guidelines, rules of eligibility or other conditions set forth by the pharmaceutical manufacturers, and earnings and the guarantees associated with such earnings are dependent on certain factors including, without limitation, the following: (i) application by County of Contractor's Formulary; (ii) the structure of County's benefit plan; and (iii) the drug utilization patterns of Participants.

iv. In the event that: (i) County makes a change to the Plan Design which affects the application of the Formulary, or implements OTC plans, clinical or trend programs; (ii) there is a change in the guidelines, rules of eligibility, Rebate reimbursement formula, definitions, structure, conditions or eligibility criteria, or other conditions set forth by a pharmaceutical manufacturer; (iii) there is a material change in the size, demographics, gender distribution or drug utilization patterns of the Participants; (iv) there is a loss of Rebates due to manufacturer drug patent expirations, manufacturer bankruptcy, or removal of a drug from the market; (v) County elects to use on-site clinics or pharmacies to dispense prescription drugs to Participants; or (vi) there is any governmental action, change in law or regulation change in the interpretation of any law or regulation or any action by a pharmaceutical manufacturer that impacts Contractor's ability to maintain current earned Rebates earnings, the parties shall mutually negotiate an amendment to the Agreement to adjust the Rebates guarantees set forth in the Agreement. Rebate guarantees are calculated in the aggregate and Contractor retains Rebates in excess (if any) of any guarantee.

v. County represents and warrants to Contractor that, at no time during or after the term of the Agreement is County receiving Rebates or other revenue derived from pharmaceutical manufacturers other than through Contractor, either directly or indirectly (through a Group Purchasing Organization, drug wholesaler, or otherwise) for Claims processed by Contractor under this SOW. County agrees that it shall

not, at any time, submit Claims which have been transmitted to Contractor to another pharmacy benefit manager or carrier for the collection of Rebates or create a situation which would cause a pharmaceutical manufacturer to decline payments to Contractor. Contractor reserves the right to recover from County, and County shall refund to Contractor, any Rebates advanced to County by Contractor which is connected with any Claims for which County received Rebates from any other source or for amounts advanced to County by Contractor which have been withheld by a manufacturer due to the ineligibility of such Claims for Rebates (e.g., 340B Claims) or breach of these provisions by County. County shall clearly identify to Contractor those Participants whose drug utilization has been otherwise submitted to pharmaceutical manufacturers or whose Claims have been or will be filed for reimbursement with Medicaid, Medicare, any state or federal health care program, or any other price reduction programs, as described in subsection (iii), above. If County fails to identify such Participants, pharmacies or Claims and any pharmaceutical manufacturer's audit of its Rebate program reveals improperly calculated rebates involving such Participants or Claims, then County shall be solely responsible for the reimbursement of any rebates improperly made based on such drug utilization, audit costs charged to Contractor, and any other documented costs incurred by Contractor as a result of County's failure. Notwithstanding the foregoing, this provision shall not be construed to prohibit County from participating in Medicare or Medicaid risk contracting nor shall anything in this SOW or the Agreement shall preclude Contractor from pursuing other, independent sources of revenue from pharmaceutical manufacturers, and engaging in other revenue- producing relationships with pharmaceutical manufacturers.

3. **County Audits.**
   i. The County and/or an independent third party mutually acceptable to both parties shall have the right once per year to review, during regular business hours, copies of all financial records and data maintained by the Contractor related to Claims and Rebates under this Agreement and the SOW for the County. Such mutually agreed upon third party engaged by the County shall execute Contractor's form confidentiality agreement prior to conducting an audit ensuring that all information reviewed during such audit and all details shall be treated as confidential and shall not be revealed in any manner or form by or to any third party, subject to applicable public records laws.
   The County and/or its designee will conduct periodic audits of Contractor, to include:
   ii. Annual financial/compliance audits by an external auditing firm designated by the County.
   iii. Audit, on a random sample, focused basis, or 100% electronic re-adjudication of Contractor's claims information.
   iv. Performance guarantee standard audit to confirm the validity of the performance results reported by Contractor.
   v. Annual performance standard audit by an external auditor designated by the County to confirm the accuracy of Rebates.
   vi. Contractor shall provide the necessary facilities and access to all systems and records involving the County to facilitate these audits, and otherwise shall fully cooperate with the County's auditors. The results will be reported and discussed with Contractor and the County and appropriate steps taken to implement the audit findings.

E. Invoices and Data Reporting.

1. Contractor shall submit invoices under this Agreement on a biweekly reimbursement basis. Invoices must be received no later than five (5) days after the closure of the biweekly cycle. Payments shall be made in accordance with the Florida Prompt Payment Act. Invoices submitted after sixty (60) days from date of service may not be considered for payment. Contractor must have the capabilities in place for Electronic Funds Transfer (EFT).
2. In conjunction with each biweekly invoice, Contractor shall provide an encrypted electronic Dispensing Report in a format approved by the County of all drugs dispensed to PCHP/HCH clients, including the total numbers of drugs by therapeutic class, name of medicine and dosage unit.
3. Contractor shall provide customized monthly reports which include quarterly aggregations for the current fiscal year and corresponding timeframes for previous fiscal year for comparison, when applicable. The report shall include medications dispensed person-to-person in the pharmacies and via mail order. The monthly reports must be received by the 10th of the following month, and shall include the following:
   i. Brand Drugs Dispensed by Provider with Generic Equivalent Indicator
   ii. Key Performance Indicators
   iii. Maintenance Scripts Not Filled at 90 Days' Supply
   iv. Pharmacy Network
   v. Prescriber Report with PAP Brand Available
   vi. Prescriber Level Reporting by 30-, 60- and 90-day Rx

vii. Prior Authorizations
viii. Top 5 Chains by Drug Spend / Rx Count / Participant Utilization
ix. Top 50 Pharmacies by Drug Spend / Rx / Participant Utilization
x. Top 50 Drugs by Plan Paid / Rx
xi. Drugs dispensed by categories including, but limited to cardiovascular, diabetes, statins, mental health, asthma, alcoholism, pain and controlled substances, including schedule I, II, III and IV drugs

4. Contractor will provide NDC-based drug cost comparisons to allow for informed decisions and review of program upon request.
5. Contractor will provide County access to the proprietary LucyIQ platform, an advanced AI-powered analytics tool that provides unparalleled data transparency, Formulary customization, and real-time insights, empowering clients to make optimized decisions for their organizations. This will provide access to an ad hoc reporting system to allow the County to run additional reports at no additional cost to the County.
6. In the event County requests Contractor to provide services other than those described herein, including those that may subsequently be developed by Contractor, special research projects and/or reports, County shall pay to Contractor an additional charge to be mutually agreed upon by County and Contractor in writing before the services are provided.

F. <u>Performance Criteria and Reduction in Payments</u>

1. Contractor agrees to the Performance Guarantees found in Exhibit D. These guarantees shall be evaluated and reported on a quarterly basis.
2. Upon request, Contractor must submit supporting documentation to the County to substantiate the results of each performance results audit. Contractor also agrees that the County or its designee may conduct an independent audit at County expense of the items subject to performance standards. If there are any discrepancies between the County audit and the Contractor's audit, the discrepancy shall be resolved by the County and Contractor.

G. <u>Deliverables.</u> The following Deliverables shall be provided by the Contract to the County on the indicated frequency:

1. Ongoing:
   i. Access to client portal
   ii. Access to ad hoc reporting system
   iii. Access to dedicated account manager
2. Weekly:
   i. Prior Authorization Reports
3. Biweekly:
   i. Invoice with Dispensing Report
4. Monthly:
   i. Participating Pharmacy correspondence and educational material
   ii. Drug Utilization Review Reports
   iii. Participation in monthly program management meetings via conference call
   iv. Customized Monthly Reports
5. Quarterly:
   i. Performance Guarantees Report
   ii. Rebate Reconciliation and payment
6. Annually, or within seven (7) business days of updating:
   i. A detailed and a simplified Formulary in Microsoft Excel format. The detailed Formulary shall include the product name, product description including dosage and strength, Rx or OTC indicator, maintenance indicator, and any prescription restrictions. The simplified Formulary shall consist of the product names.
   ii. A list of Participating Pharmacies
   iii. Contractor's detailed emergency plan/contingency plan for continuation of services in the event of a disaster or emergency. In the event of a Pinellas County impact, Contractor shall provide, at no additional cost to the County, pharmacy services at Participating Pharmacies in the area that are not evacuated.
   iv. Data Security Policy and Incident Response Plan
   v. PHI Policies and Procedures
   vi. HIPAA Training Policy and Compliance Documentation
   vii. Performance Guarantees Report and payment, if any
   viii. Pricing Guarantee Report, and payment, if any
   ix. Annual Rebate Reconciliation
   x. A copy of all legally required licenses and/or accreditations
   xi. Certificate of Insurance consistent with the requirements herein
   xii. Contractor's Organizational Chart of relevant program and support staff

H. <u>Technology, Security and HIPAA Requirements.</u>

1. **Support.**
   i. Contractor shall maintain technical capacity, including hardware, software, and information technology personnel to develop, implement and maintain program services.
   ii. All hardware/software platforms shall be supplied by Contractor and shall be consistent for all system users within the Contractor's operation, unless otherwise directed by the County.
   iii. Contractor must have a sandbox environment available to the County that mimics the production environment to test functionality and integrations without affecting production systems.
2. **Interoperability.**
   i. The County must have the ability to send program enrollment and eligibility to Contractor.
      1. To support the current integration, Contractor shall provide secure remote access for the County to send and receive data files twice a day to ensure eligibility is current.
      2. Contractor must accept an eligibility file of new enrollments daily in HIPAA X12 834 version 5010 format.
      3. Contractor must accept a full enrollment file daily in HIPAA X12 834 version 5010 format.
      4. The files will be transferred using either File Transfer Protocol (FTP) with PGP encryption or Secure File Transfer Protocol (SFTP).
      5. For future integration requirements, Contractor shall enable the County to implement near real-time updates via APIs or other modern integration mechanisms.
      6. Data must be formatted per HIPAA X12 834 or other industry-standard formats for data exchange of eligibility/enrollment.
   ii. Contractor must have the capability to send encrypted claims submissions to the County.
      1. To support the current integration, Contractor shall maintain the capability to securely send an encrypted claims file bi-monthly.
      2. Data file must be formatted in a National Council for Prescription Drug Programs (NCPDP) Pharmacy Claim Submission Version D.0 format.
      3. For future integration requirements, Contractor should enable the County to implement near real-time updates via APIs, webhooks, or other modern integration mechanisms.
      4. Electronic data transfer capability shall be operational within 30 days of contract start date; the first billing shall be forthcoming within four (4) weeks after start of contract.
   iii. Contractor should have the ability to receive and process Prior Authorization requests for prescription claims.
      1. The County should have the ability to send Prior Authorization requests to the Contractor via API or other modern integration mechanisms.
      2. Data must be formatted per NCPDP or other industry-standard formats for data exchange of pharmacy claims.
      3. Contractor should send a Prior Authorization response back to the County reflecting the status of the PA via API or other modern integration mechanisms.
      4. Response should be received within 24 hours of the request.
      5. The County is currently in the implementation phase of an electronic health record and case management software system upgrade, and Contractor will be required to adjust the data feed to meet future requirements or needs within 30 days of request, up to and including changes to the existing integration processes to support our fully integrated system while ensuring and supporting backward compatibility for the current system.
3. **Data Security and Privacy.**
   i. Contractor must possess and adhere to a comprehensive Data Security Policy that addresses:
      1. Data classification and protection (e.g., confidentiality, integrity, availability)
      2. Data breach notification procedures
      3. Data retention and disposal policies
      4. Compliance with relevant regulations (e.g., HIPAA, NIST)
   ii. Contractor shall provide evidence of regular policy reviews and updates.
4. **Incident Response Plan**.
   i. Contractor shall maintain a documented and tested incident response plan for cybersecurity incidents (e.g., data breaches, malware attacks, ransomware).
   ii. Contactor maintains a disaster recovery site in Virginia which is a SAE-16-certified facility that can be accessed 24/7, 365 days a year. In the event of a disaster, all of the primary functions will be transitioned into the disaster recovery site within a few minutes. Systems are replicated to a secure data center location daily. Backups are done on an hourly basis for critical servers, and daily for non-critical servers.
   iii. Contractor shall notify the County within 48 hours of a security incident that is related to or could impact County users, systems, data, credibility, or reputation.
   iv. Contractor shall provide authentication and access logs in the event of an incident or unauthorized access.
5. **Cloud Security (if applicable).**

i. If utilizing cloud services (e.g., AWS, Azure, GCP), Contractor must provide evidence of compliance with relevant security standards (e.g., SOC 2, ISO 27001).

6. **Authentication Standards.**
   i. Contractor shall support secure and modern authentication standards, including SAML, OAuth2, and OIDC, to facilitate secure access and integration for County employees and systems.
7. **Risk Management and Compliance.**
   i. Upon request, Contractor shall provide the last three dates for completed Third-Party Comprehensive Risk audits including HIPAA compliance assessment.
   ii. Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy, Security and Breach Notification of Individually Identifiable Health Information (45 C.F.R. Parts 160 and 164) under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH Act) and shall disclose any policies, rules or regulations enforcing these provisions upon request.
   iii. Upon request, Contractor must provide evidence of HIPAA compliance. Contractor shall be required to sign a HIPAA Business Associate Agreement (BAA- Exhibit H).

I. Miscellaneous.

1. County agrees to maintain Plan Design documentation for a period of 10 years, or longer if otherwise required by law. Upon request by Contractor, County shall provide Plan documentation for a maximum of twenty-four (24) months prior to such request, and support reasonably required by Contractor to answer and satisfy audit queries from pharmaceutical manufacturers regarding Claims.
2. In providing services under this SOW and the Agreement, Contractor is not acting as a fiduciary of County's, the Human Services Department, or PCHP's, HCH's or MMU's prescription drug program and neither County nor the Human Services Department or PCHP, HCH or MMU shall name Contractor as a plan fiduciary. Except as otherwise set forth in this SOW or the Agreement, County waives, releases, and forever discharges Contractor from any claims, demands, losses, attorneys' fees, costs, expenses, or liabilities of any nature, whether known or unknown, arising from (i) a pharmaceutical manufacturer's failure to pay any rebate; (ii) a pharmaceutical manufacturer's breach of an agreement related to this SOW or the Agreement; or (iii) a pharmaceutical manufacturer's negligence or misconduct.

Exhibit D: Performance Guarantees

Performance Guarantees

Contractor will place an aggregate total of $50,000 at risk on an annual basis commencing the first Contract Year and every subsequent Contract Year for ongoing service performance guarantees set forth below, subject to the terms of a prescription management services agreement entered into by Pinellas County Health Plan ("County") and Contractor.

Contractor shall not be subject to any financial penalty associated with its failure to meet a performance guarantee where such failure is the result of the actions or inactions of the County, its incumbent PBM, or third parties outside of Contractor's control.

Performance Standard	Guarantee	Measurement	Risk	Max Penalty
Ongoing Service Performance Guarantees				
On-line Claims Processing	>90% of the County's claims will be processed within 5.0 seconds of receipt on average.	Reported quarterly, penalty paid annually	$5,000 per quarter below guaranteed average	Maximum paid of $10,000 per year
Manual Claims Processing	Average of 97% of the County's paper claims will be processed and paid within five (5) days of receipt by Contractor.	Reported quarterly, penalty paid annually	10% of Billable manual Claim Charges	Maximum paid of $10,000 per year
Plan Design/Benefit Set-Up Changes	Plan design and benefit set-up changes are made within seven (7) business days and measured by Contractor's ability to set up and test new or revised plan design changes after receipt of signed documentation from the County. Any change considered non-standard (i.e. requiring system coding) would be implemented per mutually agreed upon timeline.	Reported quarterly, penalty paid annually	$1,000 for each failure to meet standard	Maximum paid of $5,000 per year
Enrollment Eligibility Updating	Update "clean" enrollment eligibility and dependent data within two (2) business days of receipt on average (measured as a percentage of all eligibility and dependent data transmitted to Contractor on a monthly basis).	Reported quarterly, penalty paid annually	$2,500 per half day above standard	Maximum paid of $10,000 per year

Performance Guarantees

Pinellas County Health Plan

Performance Standard	Guarantee	Measurement	Risk	Max Penalty
System Uptime	Average of 99% scheduled uptime on a per quarter basis.	Reported quarterly, penalty paid annually	$2,000 for each full percentage point below standard	Maximum paid of $10,000 per year
System Recovery Time/Restoration of Data	System recovery time in the event of a disaster will be 15 minutes or less, and restoration of any data missed during the recovery period will be completed in 4 hours or less.	Reported quarterly, penalty paid annually	$500 for every 15 minutes above the standard for system recovery time, and $1,000 for every hour above the standard for restoration of data	Maximum paid of $5,000 per year
Written Member Inquiries	90% within three (3) business days, 100% within seven (7) business days – number of business days taken to respond to a Member's written inquiry.	Reported quarterly, penalty paid annually	$1,000 for each full percentage point below either standard	Maximum paid of $5,000 per year
First Call Resolution Rate	90% - percentage of calls resolved during the initial contact.	Reported quarterly, penalty paid annually	$1,000 for each full percentage point below standard	Maximum paid of $5,000 per year
Average Answer Speed	30 seconds or less - average number of seconds elapsing before Contractor connects a Member's telephone call to its service representative.	Reported quarterly, penalty paid annually	$1,000 for each full second above standard	Maximum paid of $5,000 per year
Telephone Abandonment Rate	Less than 3% - percentage of calls attempted but not completed.	Reported quarterly, penalty paid annually	$1,000 for each full percentage point above standard	Maximum paid of $5,000 per year

Performance Guarantees

Pinellas County Health Plan

Performance Standard	Guarantee	Measurement	Risk	Max Penalty
Telephone Blockage Rate	Less than 2% - percentage of time callers receive a busy signal when calling Contractor.	Reported quarterly, penalty paid annually	$1,000 for each half percentage point above standard	Maximum paid of $5,000 per year
Quarterly and Year-End Reports	Delivery of Reports within 30 days of the end of the reporting period, or within such other time frame as is specified in the contract.	Reported quarterly, penalty paid annually	$2,000 for each late report	Maximum paid of $10,000 per year
Prior Approval	90% within three (3) business days, 100% within seven (7) business days - timeframe within which Contractor will review and respond to requests for prior approval for specific drugs.	Reported quarterly, penalty paid annually	$500 for each full percentage point below either standard	Maximum paid of $5,000 per year
County Approval of Member and Provider Mailings prior to distribution	100% of mailings to Members and Providers will be approved by the County prior to distribution by Contractor	Reported quarterly, penalty paid annually	$2,000 for each mailing for which prior approval is not obtained	Maximum paid of $10,000 per year
Account Management Response Rate	99% of responses returned within 24 hours for non-critical items	Reported quarterly, penalty paid annually	$1,000 for each full percentage point below standard	Maximum paid of $5,000 per year
Response Time for Critical Issue Resolution	Work plan developed and completed within 3 business days.	Reported quarterly, penalty paid annually	$2,500 per half day above standard	Maximum paid of $10,000 per year

Performance Guarantees

Performance Standard	Guarantee	Measurement	Risk	Max Penalty
Customer Service/ Account Team Satisfaction	Score at least 8 out of 10 on a mutually agreed-upon survey tool administered by Contractor.	Annual survey, penalty paid at the end of the Contract Year	$5,000 for a score of less than 8	Maximum paid of $5,000 per year
Member Satisfaction	Score at least 8 out of 10 on a mutually agreed-upon survey tool administered by Contractor.	Annual survey, penalty paid at the end of the Contract Year	$5,000 for a score of less than 8	Maximum paid of $5,000 per year

Exhibit E: Pricing Schedule

25-0258-RFP Pharmacy Benefit Services - Pricing Schedule

PROPOSER NAME: LucyRx

Contract Year	30 Day Retail Claims	84 + Days Supply	Mail Order	Specialty Claims	340B Claims
Administrative Fees - per paid claim ($ per claim)					
Year 1	$1.50	$1.50	$1.50	$1.50	$4.00
Year 2	$1.50	$1.50	$1.50	$1.50	$4.00
Year 3	$1.50	$1.50	$1.50	$1.50	$4.00
Year 4	$1.50	$1.50	$1.50	$1.50	$4.00
Year 5	$1.50	$1.50	$1.50	$1.50	$4.00
Administrative Fees –340B Claim with Drug Replenishment ($ per claim)					
Year 1	$8.00	$8.00	$8.00	$8.00	$8.00
Year 2	$8.00	$8.00	$8.00	$8.00	$8.00
Year 3	$8.00	$8.00	$8.00	$8.00	$8.00
Year 4	$8.00	$8.00	$8.00	$8.00	$8.00
Year 5	$8.00	$8.00	$8.00	$8.00	$8.00
Administrative Fees – 340B Claim without Drug Replenishment ($ per claim)					
Year 1	$6.00	$6.00	$6.00	$6.00	$6.00
Year 2	$6.00	$6.00	$6.00	$6.00	$6.00
Year 3	$6.00	$6.00	$6.00	$6.00	$6.00
Year 4	$6.00	$6.00	$6.00	$6.00	$6.00
Year 5	$6.00	$6.00	$6.00	$6.00	$6.00

Contract Year	30 Day Retail Claims	84 + Days Supply	Mail Order	Specialty Claims	340B Claims
Participating Pharmacy Network Rates					
Brand Discount Rates (AWP minus %)					
Year 1	19.30%	21.00%	25.50%	18.50%	Pass Through
Year 2	19.40%	21.10%	25.50%	18.60%	Pass Through
Year 3	19.50%	21.20%	25.50%	18.70%	Pass Through
Year 4	19.55%	21.25%	25.50%	18.75%	Pass Through
Year 5	19.60%	21.30%	25.50%	18.80%	Pass Through
Brand Discount Guarantee (AWP minus %)					
Year 1	19.30%	21.00%	25.50%	18.50%	Pass Through
Year 2	19.40%	21.10%	25.50%	18.60%	Pass Through
Year 3	19.50%	21.20%	25.50%	18.70%	Pass Through
Year 4	19.55%	21.25%	25.50%	18.75%	Pass Through
Year 5	19.60%	21.30%	25.50%	18.80%	Pass Through
Brand Dispensing Fee Guarantee ($ per claim)					
Year 1	$1.00	$0.50	$0.00	$0.00	$9.00
Year 2	$1.00	$0.50	$0.00	$0.00	$9.00
Year 3	$1.00	$0.50	$0.00	$0.00	$9.00
Year 4	$1.00	$0.50	$0.00	$0.00	$9.00
Year 5	$1.00	$0.50	$0.00	$0.00	$9.00
Generic Discount Rates (AWP minus %)					
Year 1	85.50%	86.00%	86.00%	40.00%	Pass Through
Year 2	85.60%	86.10%	86.10%	40.10%	Pass Through
Year 3	85.70%	86.20%	86.20%	40.20%	Pass Through
Year 4	85.75%	86.25%	86.25%	40.25%	Pass Through
Year 5	85.80%	86.30%	86.30%	40.30%	Pass Through
Generic Discount Guarantee (AWP minus %)					
Year 1	85.50%	86.00%	86.00%	40.00%	Pass Through
Year 2	85.60%	86.10%	86.10%	40.10%	Pass Through

Year 3	85.70%	86.20%	86.20%	40.20%	Pass Through
Year 4	85.75%	86.25%	86.25%	40.25%	Pass Through
Year 5	85.80%	86.30%	86.30%	40.30%	Pass Through
Generic Dispensing Fee Guarantee ($ per claim)					
Year 1	$1.00	$0.50	$0.00	$0.00	$9.00
Year 2	$1.00	$0.50	$0.00	$0.00	$9.00
Year 3	$1.00	$0.50	$0.00	$0.00	$9.00
Year 4	$1.00	$0.50	$0.00	$0.00	$9.00
Year 5	$1.00	$0.50	$0.00	$0.00	$9.00
Rebates- Minimum Guaranteed $ per Brand Claim ($ per claim)					
Year 1	$200.00	$400.00	$400.00	$1,500.00	Pass Through
Year 2	$208.00	$416.00	$416.00	$1,650.00	Pass Through
Year 3	$216.32	$432.64	$432.64	$1,815.00	Pass Through
Year 4	$220.00	$444.00	$444.00	$1,825.00	Pass Through
Year 5	$223.00	$450.00	$450.00	$1,840.00	Pass Through
Rebates- Minimum Guaranteed % of Manufacturer paid Rebates (% per claim)					
Year 1	100.00%	100.00%	100.00%	100.00%	100.00%
Year 2	100.00%	100.00%	100.00%	100.00%	100.00%
Year 3	100.00%	100.00%	100.00%	100.00%	100.00%
Year 4	100.00%	100.00%	100.00%	100.00%	100.00%
Year 5	100.00%	100.00%	100.00%	100.00%	100.00%

Exhibit F: HIPAA Business Associate Agreement

This Business Associate Agreement (hereinafter referred to as AGREEMENT) is entered into by and between Pinellas County, a political subdivision of the State of Florida (hereinafter referred to as COVERED ENTITY), and the business associate named in Section 1.1 hereof (hereinafter referred to as BUSINESS ASSOCIATE) (each hereinafter referred to as PARTY and collectively hereinafter referred to as the PARTIES) on to be effective as of the Initial Effective Date defined in Section 2.1.

WHEREAS, BUSINESS ASSOCIATE performs functions, activities, or services for, or on behalf of COVERED ENTITY, and BUSINESS ASSOCIATE receives, has access to or creates Health Information in order to perform such functions, activities or services; and

WHEREAS, COVERED ENTITY is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated there under (hereinafter referred to as HIPAA), including but not limited to, the Standards for Privacy of Individually Identifiable Health Information and the Security Standards for the Protection of Electronic Protected Health Information found at 45 Code of Federal Regulations Parts 160, 162 and 164; and

WHEREAS, HIPAA requires COVERED ENTITY to enter into a contract with BUSINESS ASSOCIATE to provide for the protection of the privacy and security of Health Information, and HIPAA prohibits the disclosure to or use of Health Information by BUSINESS ASSOCIATE if such a contract is not in place; and

WHEREAS, as a result of the requirements of the Health Information Technology for Economic and Clinical Health Act (hereinafter referred to as HITECH ACT), as incorporated in the American Recovery and Reinvestment Act of 2009, and its implementing regulations and guidance issued by the Secretary of the U.S. Department of Health and Human Services (hereinafter referred to as SECRETARY), all as amended from time to time, the PARTIES agree to this AGREEMENT in order to document the PARTIES' obligations under the HITECH ACT; and

WHEREAS, BUSINESS ASSOCIATE may encounter records related to substance use treatment, and COVERED ENTITY and BUSINESS ASSOCIATE must comply with the applicable federal regulation governing the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR. Part 2 and may not use or disclose such records except as permitted 42 CFR. Part 2.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the PARTIES agree as follows:

ARTICLE I DEFINITIONS

1.1 "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the Party to this Agreement, shall mean LucyRx Health Solutions, Inc.

1.2 "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Pinellas County by and through its Department of Human Services.

1.3 "Disclose" and "Disclosure" shall mean, with respect to Health Information, the release, transfer, provision of access to, or divulging in any other manner of Health Information outside BUSINESS ASSOCIATE's internal operations or to other than its employees.

1.4 "Health Information" shall mean protected health information that: (a) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; (b) identifies the individual (or for which there is a reasonable basis for believing that the information can be used to identify the individual); and (c) is received by BUSINESS ASSOCIATE from or on behalf of COVERED ENTITY, or is created by BUSINESS ASSOCIATE, or is made accessible to BUSINESS ASSOCIATE by COVERED ENTITY.

1.5 "HIPAA Rules". "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

1.6 "Privacy Regulations" shall mean the Standards for Privacy of Covered Individually Identifiable Health Information, 45 Code of Federal Regulations Parts 160 and 164, promulgated under HIPAA.

1.7 "Services" shall mean the services provided by BUSINESS ASSOCIATE pursuant to the Underlying Agreement, or if no such agreement is in effect, the services BUSINESS ASSOCIATE performs with respect to the COVERED ENTITY.

1.8 "Underlying Agreement" shall mean the services agreement executed by the COVERED ENTITY and BUSINESS ASSOCIATE to which this Agreement is attached or relates .

1.9 "Use" or "Uses" shall mean, with respect to Health Information, the sharing, employment, application, utilization, examination or analysis of such Health Information within BUSINESS ASSOCIATE's internal operations.

1.10 Catch-all definition: The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use, unless otherwise specifically defined or referred under this Agreement.

ARTICLE II OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 Initial Effective Date of Performance. The obligations created under this AGREEMENT shall become effective immediately upon execution of this AGREEMENT or the Underlying Agreement, whichever is earlier.

2.2 Obligations and Activities of Business Associate. BUSINESS ASSOCIATE agrees to:

a. Not use or disclose protected health information other than as permitted or required by the Underlying Agreement, this Agreement or as required by law.

b. When dealing with records subject to 42 CFR. Part 2, resist any efforts in judicial proceedings to obtain access to the protected information except as expressly provided for in the regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR. Part 2.

c. Use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement.

d. Report to COVERED ENTITY any unauthorized acquisition, access, use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware.

e. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the BUSINESS ASSOCIATE agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.

f. Make available protected health information in a designated record set to the COVERED ENTITY as necessary to satisfy COVERED ENTITY's obligations under 45 CFR 164.524. Requests received by the BUSINESS ASSOCIATE directly from an individual seeking access to protected health information in a designated record set will be forwarded to the COVERED ENTITY within five (5) business days to allow the COVERED ENTITY to process the request

g. Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the COVERED ENTITY pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy COVERED ENTITY'S obligations under 45 CFR 164.526.

h. Maintain and make available the information required to provide an accounting of disclosures to the COVERED ENTITY as necessary to satisfy COVERED ENTITY's obligations under 45 CFR 164.528.

i. To the extent the BUSINESS ASSOCIATE is to carry out one or more of

COVERED ENTITY's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the COVERED ENTITY in the performance of such obligation(s).

j. Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

k. Individual Consent: A single, mutually agreed upon consent form can be used for any use or disclosure of Substance Use Disorder (SUD) records in civil, criminal, administrative, or legislative proceedings unless a court order is obtained.

2.3 Permitted Uses and Disclosures of Health Information. BUSINESS ASSOCIATE is authorized to:

a. Use and Disclose Health Information as necessary to perform Services for, or on behalf of COVERED ENTITY.

b. Use Health Information to create aggregated or de-identified information consistent with the requirements of the Privacy Regulations.

c. Use or Disclose Health Information (including aggregated or de-identified information) as otherwise directed by COVERED ENTITY provided that COVERED ENTITY shall not request BUSINESS ASSOCIATE to use or disclose Health Information in a manner that would not be permissible if done by COVERED ENTITY.

d. To the extent required by the HITECH ACT, BUSINESS ASSOCIATE shall limit its use, disclosure or request of PHI to the Limited Data Set or, if needed, to the minimum necessary to accomplish the intended use, disclosure or request, respectively.

e. BUSINESS ASSOCIATE shall not use Health Information for any other purpose that would violate Subpart E of 45 CFR Part 164 or 42 CFR Part 2, except that, if necessary, BUSINESS ASSOCIATE may use Health Information for the proper management and administration of BUSINESS ASSOCIATE or to carry out its legal responsibilities. Except as otherwise limited in this Agreement, BUSINESS ASSOCIATE may disclose Health Information for the proper management and administration of the BUSINESS ASSOCIATE, provided that with respect to any such disclosure either: (a) the disclosure is required by law (within the meaning of the Privacy Regulations) or (b) the disclosure would not otherwise violate Florida law and BUSINESS ASSOCIATE obtains reasonable written assurances from the person to whom the information is to be disclosed that such person will hold the information in confidence and will not use or further disclose such information except as required by law or for the purpose(s) for which it was disclosed by BUSINESS ASSOCIATE to such person, and that such person will notify BUSINESS ASSOCIATE of any instances of which it is aware in which the confidentiality of the information has been breached.

2.4 Compliance with Security Provisions. BUSINESS ASSOCIATE shall:

a. Implement and maintain administrative safeguards as required by 45 CFR § 164.308, physical safeguards as required by 45 CFR § 164.310 and technical safeguards as required by 45 CFR § 164.312.

b. Implement and document reasonable and appropriate policies and procedures as required by 45 CFR § 164.316.

c. Be in compliance with the applicable requirements of the HITECH ACT related to security of Health Information.

d. BUSINESS ASSOCIATE shall implement and maintain technologies and methodologies that render Health Information unusable, unreadable or indecipherable to unauthorized individuals as specified in the HITECH ACT.

2.5 Compliance with Privacy Provisions. BUSINESS ASSOCIATE shall only use and disclose PHI in compliance with each applicable requirement of 45 CFR § 164.504(e) and 42 CFR Part 2. BUSINESS ASSOCIATE shall comply with the applicable requirements of the HITECH ACT related to privacy of Health Information.

2.6 Mitigation. BUSINESS ASSOCIATE agrees to mitigate, to the extent practicable, any harmful effect that is known to BUSINESS ASSOCIATE of a use or disclosure of Health Information by BUSINESS ASSOCIATE in violation of the requirements of this AGREEMENT.

2.7 Breach of Unsecured PHI. The provisions of this Section are effective with respect to the discovery of a breach of unsecured PHI.

a. With respect to any unauthorized acquisition, access, use or disclosure of COVERED ENTITY's PHI by BUSINESS ASSOCIATE, its agents or subcontractors, BUSINESS ASSOCIATE shall:

1) Investigate such unauthorized acquisition, access, use or disclosure;

2) Determine whether such unauthorized acquisition, access, use or disclosure constitutes a reportable breach under the HITECH ACT; and

3) Document and retain its findings under clauses 1) and 2) of this Section.

b. BUSINESS ASSOCIATE shall notify COVERED ENTITY of all confirmed breaches within five (5) business days of discovery. If the BUSINESS ASSOCIATE discovers that a reportable breach has occurred, BUSINESS ASSOCIATE shall notify COVERED ENTITY of such reportable breach in writing within three (3) days of the date BUSINESS ASSOCIATE discovers and determines that such breach is reportable. BUSINESS ASSOCIATE shall notify COVERED ENTITY immediately upon discovering a reportable breach of more than 500 individuals.

c. BUSINESS ASSOCIATE shall be deemed to have discovered a breach as of the first day that breach is either known to BUSINESS ASSOCIATE or any of its employees, officers or agents, other than the person who committed the breach, or through exercise of reasonable diligence, should have been known to BUSINESS ASSOCIATE or any of its employees, officers or agents, other than the person who committed the breach.

d. To the extent the information is available to BUSINESS ASSOCIATE, its written notice shall include the information required by 45 CFR §164.410.

e. BUSINESS ASSOCIATE shall promptly supplement the written report with additional information regarding the breach as it obtains such information.

f. BUSINESS ASSOCIATE shall cooperate with COVERED ENTITY in meeting the COVERED ENTITY's obligations under the HITECH ACT with respect to such breach. COVERED ENTITY shall have sole control over the timing and method of providing notification of such breach to the affected individual(s), the SECRETARY and, if applicable, the media, as required by the HITECH ACT.

g. In the event BUSINESS ASSOCIATE or its subcontractor caused the breach of PHI, BUSINESS ASSOCIATE shall reimburse COVERED ENTITY for its reasonable costs and expenses in providing the notification, including, but not limited to, any administrative costs associated with providing notice, printing and mailing costs, and costs for one (1) year of credit monitoring for affected individuals whose PHI has or may have been compromised as a result of the breach. In order to be reimbursed by BUSINESS ASSOCIATE, COVERED ENTITY must provide to BUSINESS ASSOCIATE a written accounting of COVERED ENTITY's actual costs and to the extent applicable, copies of receipts or bills with respect thereto.

h. BUSINESS ASSOCIATE will handle breach notifications to individuals, the HHS Office for Civil Rights (OCR), and potentially the media, on behalf of the Covered Entity only when so directed by the Covered Entity or required by law.

2.9 Availability of Internal Practices, Books and Records. BUSINESS ASSOCIATE agrees to make its internal practices, books and records relating to the use and disclosure of Health Information available to the SECRETARY, for purposes of determining COVERED ENTITY's compliance with the Privacy Regulations.

2.10 Agreement to Restriction on Disclosure. If COVERED ENTITY is required to comply with a restriction on the disclosure of PHI pursuant to Section 13405 of the HITECH ACT, then COVERED ENTITY shall, to the extent needed to comply with such restriction, provide written notice to BUSINESS ASSOCIATE of the name of the Individual requesting the restriction and the PHI affected thereby. BUSINESS ASSOCIATE shall, upon receipt of such notification, not disclose the identified PHI to any health plan for the purposes of carrying out payment or health care operations, except as otherwise required by law.

2.11 Accounting of Disclosures. Upon COVERED ENTITY's request, BUSINESS

ASSOCIATE shall:

1) Provide to COVERED ENTITY an accounting of each disclosure of Health Information made by BUSINESS ASSOCIATE or its employees, agents, or subcontractors as required by the Privacy Regulations. For each Disclosure that requires an accounting under this Section 2.10, BUSINESS ASSOCIATE:shall track the information required by the Privacy Regulations and shall securely maintain the information for six (6) years from the date of the Disclosure.

2) Upon request by COVERED ENTITY, BUSINESS ASSOCIATE shall provide such accounting to COVERED ENTITY in the time and manner specified by the HITECH ACT.

3) Where COVERED ENTITY responds to an Individual's request for an accounting of disclosures of Health Information by providing the requesting Individual with a list of all business associates acting on behalf of COVERED ENTITY, BUSINESS ASSOCIATE shall provide such accounting directly to the requesting individual in the time and manner specified by the HITECH ACT.

2.12 Use of Subcontractors and Agents. BUSINESS ASSOCIATE shall require each of its agents and subcontractors that receive Health Information from BUSINESS ASSOCIATE to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this AGREEMENT with respect to such Health Information.

2.13 Access to Health Information.

1) Upon an Individual's request BUSINESS ASSOCIATE shall provide an Individual access to or a copy of the Health Information maintained in a Designated Record Set and, if the Individual so chooses, transmit such copy directly to an entity or person designated by the Individual upon request,.

2) BUSINESS ASSOCIATE may charge a fee to the Individual for providing a copy of such information, but such fee may not exceed BUSINESS ASSOCIATE's labor costs in responding to the request for the copy.

3) The provisions of 45 CFR § 164.524, including the exceptions to the requirement to provide a copy of PHI shall otherwise apply and BUSINESS ASSOCIATE shall comply therewith as if BUSINESS ASSOCIATE were the COVERED ENTITY.

4) At COVERED ENTITY's request, BUSINESS ASSOCIATE shall provide COVERED ENTITY with a copy of an Individual's PHI maintained in a Designated Record Set in an electronic format in a time and manner designated by COVERED ENTITY in order for COVERED ENTITY to comply with 45 CFR § 164.524, as amended by the HITECH ACT.

2.14 Limitations on Use of PHI for Marketing Purposes.

1) BUSINESS ASSOCIATE shall not use or disclose PHI for the purpose of

making a communication about a product or service that encourages recipients of the communication to purchase or use the product or service, unless such communication:

a) Complies with the requirements the definition of marketing contained in 45 CFR § 164.501; and

b) Complies with the requirements of Subparagraphs a, b or c of Section 13406(a)(2) of the HITECH ACT.

c) COVERED ENTITY shall cooperate with BUSINESS ASSOCIATE to determine if the foregoing requirements are met with respect to any such marketing communication.

ARTICLE III
OBLIGATIONS OF COVERED ENTITY

3.1 Privacy Notice. COVERED ENTITY shall notify BUSINESS ASSOCIATE of any limitation(s) in COVERED ENTITY's notice of privacy practices to the extent such limitation(s) may affect BUSINESS ASSOCIATE's Use or Disclosure of Health Information.

ARTICLE IV
TERM AND TERMINATION

4.1 Term. Subject to the provisions of Sections 4.2 and 4.3, the term of this AGREEMENT shall be the term of the Underlying Agreement.

4.2 Termination of AGREEMENT.

a. Upon becoming aware of a pattern of activity or practice of either PARTY that constitutes a material breach or violation of obligations under the AGREEMENT, the non-breaching PARTY shall immediately notify the PARTY in breach.

b. Notification shall be provided in writing and shall specify the nature of the breach.

c. With respect to such breach or violation, upon receiving notice of the violation the non-breaching PARTY shall:

1) Allow the breaching PARTY thirty (30) days to take reasonable steps to cure such breach or end such violation; and

2) Terminate this AGREEMENT, if cure is either not possible or unsuccessful; and

3) Report the breach or violation to the SECRETARY if such termination is not feasible.

d. Subject to Section 4.2(e), upon termination of this AGREEMENT for any reason, BUSINESS ASSOCIATE shall return or destroy all PHI consistent with Section 4.4 as follows:

1) BUSINESS ASSOCIATE shall destroy PHI in a manner that renders the PHI unusable, unreadable or indecipherable to unauthorized individuals as specified in the HITECH ACT and shall certify in writing to COVERED ENTITY that such PHI has been destroyed in compliance with such standards; or

2) Return of PHI shall be made in a mutually agreed upon format and timeframe and at no additional cost to BUSINESS ASSOCIATE.

e. Where return or destruction are not feasible, BUSINESS ASSOCIATE shall continue to extend the protections of the AGREEMENT to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction of such PHI not feasible.

4.3 Termination for Breach. COVERED ENTITY may terminate the Underlying Agreement and this AGREEMENT upon thirty (30) days written notice in the event: (a) BUSINESS ASSOCIATE does not promptly enter into negotiations to amend this AGREEMENT when requested by COVERED ENTITY pursuant to Section 5.2, or (b) BUSINESS ASSOCIATE does not enter into an amendment to this AGREEMENT providing assurances regarding the safeguarding of Health Information that the COVERED ENTITY deems sufficient to satisfy the standards and requirements of HIPAA and the HITECH ACT.

4.4 Disposition of Health Information Upon Termination or Expiration. Upon termination or expiration of this AGREEMENT, BUSINESS ASSOCIATE shall either return or destroy all Health Information in the possession or control of BUSINESS ASSOCIATE and its agents and subcontractors. In such event, BUSINESS ASSOCIATE shall retain no copies of such Health Information. If BUSINESS ASSOCIATE determines that neither return nor destruction of Health Information is feasible, BUSINESS ASSOCIATE shall notify COVERED ENTITY of the conditions that make return or destruction infeasible, and may retain Health Information provided that BUSINESS ASSOCIATE: (a) continues to comply with the provisions of this AGREEMENT for as long as it retains Health Information, and (b) further limits uses and disclosures of Health Information to those purposes that make the return or destruction of Health Information infeasible.

4.5 Survival. The obligations of BUSINESS ASSOCIATE under this Article IV shall survive the termination of this Agreement.

ARTICLE V MISCELLANEOUS

5.1 Indemnification. Notwithstanding anything to the contrary in the Underlying Agreement, BUSINESS ASSOCIATE agrees to indemnify, defend and hold harmless COVERED ENTITY and COVERED ENTITY's employees, directors, officers, subcontractors or agents against all third party damages, losses, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) and all liability arising from any breach of this AGREEMENT by

BUSINESS ASSOCIATE or its employees, directors, officers, subcontractors, agents or other members of BUSINESS ASSOCIATE's workforce. BUSINESS ASSOCIATE's obligation to indemnify shall survive the expiration or termination of this AGREEMENT.

5.2 Amendment to Comply with Law. The PARTIES acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this AGREEMENT may be required to provide for procedures to ensure compliance with such developments. The PARTIES specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH ACT, 42 CFR Part 2, and other applicable laws relating to the security or confidentiality of Health Information. The PARTIES understand and agree that COVERED ENTITY must receive satisfactory written assurance from BUSINESS ASSOCIATE that BUSINESS ASSOCIATE will adequately safeguard all Health Information that it receives or creates on behalf of COVERED ENTITY. Upon COVERED ENTITY's request, BUSINESS ASSOCIATE agrees to promptly enter into negotiations with COVERED ENTITY, concerning the terms of any amendment to this AGREEMENT embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH ACT or other applicable laws.

5.3 Priority. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the Privacy Standards, Security Standards, HIPAA or 42 CFR. Part 2, as amended, the Privacy Standards, Security Standards, HIPAA and 42 CFR. Part 2 shall control. In the event of an inconsistency between the provisions of the Privacy Standards, Security Standards, HIPAA, 42 CFR. Part 2 and other applicable confidentiality laws, including Florida law, the provisions of the more restrictive rule or law will control.

5.4 Modification of Agreement. No alteration, amendment, or modification of this AGREEMENT shall be valid or effective unless in writing and signed the PARTIES.

5.5 Non-Waiver. A failure of any PARTY to enforce at any time any term, provision or condition of this AGREEMENT, or to exercise any right or option herein, shall in no way operate as a waiver thereof, nor shall any single or partial exercise preclude any other right or option herein. Waiver of any term, provision or condition of this AGREEMENT shall not be valid unless in writing, signed by the waiving PARTY and only to the extent set forth in such writing.

5.6 Agreement Drafted By All Parties. This AGREEMENT is the result of arm's length negotiations between the PARTIES and shall be construed to have been drafted by all PARTIES such that any ambiguities in this AGREEMENT shall not be construed against either PARTY.

5.7 Severability. If any provision of this AGREEMENT is found to be invalid or unenforceable by any court, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions hereof.

5.8 Section Headings. The Section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

5.9 No Third-Party Beneficiaries. There are no third-party beneficiaries to this AGREEMENT.

5.10 Counterparts. This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed an original and will become effective and binding upon the PARTIES as of the effective date at such time as all the signatories hereto have signed a counterpart of this AGREEMENT.

5.11 Notices. The PARTIES designate the following to accept notice on their behalf:

If to BUSINESS ASSOCIATE:
LucyRx Health Solutions, Inc.
Attn: Chief Legal Officer
7373 Wisconsin Ave, Suite 910
Bethesda, MD 20814
compliance@lucyrx.com

If to COVERED ENTITY:
Human Services HIPAA Liaison
440 Court Street, 2nd Floor
Clearwater, FL 33756
(727) 464-8452
HSContracts@pinellas.gov
With Copy to Purchasing Director

5.12 Applicable Law and Venue. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Florida. The PARTIES agree that all actions or proceedings arising in connection with this AGREEMENT shall be tried and litigated exclusively in the state or federal courts located in or nearest to Pinellas County, Florida.

5.13 Interpretation. This AGREEMENT shall be construed in a manner that will cause the PARTIES to comply with the requirements of HIPAA and the HITECH ACT.

IN WITNESS WHEREOF, each of the undersigned has caused this AGREEMENT to be duly executed in its name and on its behalf effective as October 1, 2025.

COVERED ENTITY:

Pinellas County Human Services

By: Karen Yatchum (Aug 22, 2025 15:53:32 EDT)

Print Name: Karen B. Yatchum

Print Title:

Director

BUSINESS ASSOCIATE:

LucyRx Health Solutions, Inc.

By: Susan Thomas
Susan Thomas (Aug 22, 2025 12:50:17 EDT)

Print Name: Susan Thomas

Print Title: Chief Commercial Officer

FY26 Lucy Rx Agreement for Signature 8-21-2025 updated amount (003)

Final Audit Report 2025-08-22

Created:	2025-08-22
By:	Tiffany Hoteck (thoteck@lucyrx.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAU5JlHH0VhB6xw0r1pKj9b6FseWlVS4cK

"FY26 Lucy Rx Agreement for Signature 8-21-2025 updated amount (003)" History

Document created by Tiffany Hoteck (thoteck@lucyrx.com)
2025-08-22 - 3:41:42 PM GMT

Document emailed to sthomas@lucyrx.com for signature
2025-08-22 - 3:42:39 PM GMT

Email sent to setsmoran@lucyrx.com bounced and could not be delivered
2025-08-22 - 3:42:55 PM GMT

Email viewed by sthomas@lucyrx.com
2025-08-22 - 4:49:46 PM GMT

Signer sthomas@lucyrx.com entered name at signing as Susan Thomas
2025-08-22 - 4:50:15 PM GMT

Document e-signed by Susan Thomas (sthomas@lucyrx.com)
Signature Date: 2025-08-22 - 4:50:17 PM GMT - Time Source: server

Agreement completed.
2025-08-22 - 4:50:17 PM GMT

FY26 Lucy Rx Agreement for Signature 8-21-2025 updated amount PE

Final Audit Report 2025-08-22

Created:	2025-08-22
By:	Abigail Stanton (astanton@pinellascounty.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAHNWxUeCaWvaEkdHSogsj0xxiGtMFDjFz

"FY26 Lucy Rx Agreement for Signature 8-21-2025 updated amount PE" History

Document created by Abigail Stanton (astanton@pinellascounty.org)
2025-08-22 - 6:24:56 PM GMT

Document emailed to Karen Yatchum (kyatchum@pinellascounty.org) for signature
2025-08-22 - 6:25:02 PM GMT

Email viewed by Karen Yatchum (kyatchum@pinellascounty.org)
2025-08-22 - 6:25:23 PM GMT

Document e-signed by Karen Yatchum (kyatchum@pinellascounty.org)
Signature Date: 2025-08-22 - 7:53:32 PM GMT - Time Source: server

Agreement completed.
2025-08-22 - 7:53:32 PM GMT