

THIRD AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND  
 ADVANCED PHARMACEUTICAL CONSULTANTS, INC.  
 FOR IN-HOUSE PHARMACY MANAGEMENT SERVICES  
 FOR BROWARD ADDICTION RECOVERY DIVISION  
 (RLI #R1012809R1)

This is a Third Amendment (“Third Amendment”) to an agreement between Broward County, a political subdivision of the State of Florida (“County”), and Advanced Pharmaceutical Consultants, Inc., an active Florida corporation (“APC”) (collectively, the “Parties”), for in-house pharmacy management services (the “Agreement”).

**RECITALS**

- A. The Parties entered into the original Agreement on December 10, 2013, in accordance with County’s solicitation RLI# R1012809R1 seeking a vendor to provide in-house pharmacy management services for County’s Broward Addiction Recovery Division centers ("BARC").
- B. The Parties subsequently entered into a First Amendment to the Agreement on April 8, 2014, to revise certain technology-related terms; and later entered into a Second Amendment to the Agreement on September 4, 2015, to revise the number of pharmacy hours provided by APC.
- C. County has expanded its Medication Assisted Treatment program and has relocated its central treatment facility, which requires APC to increase its level of service to County.
- D. The Parties desire to further amend the Agreement to extend the Agreement term and revise the Scope of Services to meet County’s expanded needs.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

- 1. The Agreement is revised to include one (1) additional Option Period that begins December 1, 2018, and ends November 30, 2019 (“Option Period 5”).
- 2. For purposes of this Third Amendment, County will pay APC a maximum amount not to exceed Two Hundred Seventy-three Thousand Seven Hundred Thirty-two Dollars (\$273,732) for Option Period 5.
- 3. Article 8, “Notices” is amended as follows:  
 ...

County:

Division Director  
Broward Addiction Recovery Division  
325 S.W. 28<sup>th</sup> Street  
Fort Lauderdale, FL 33315

...

4. Exhibit D, Scope of Services, is replaced in its entirety with the attached Revised Exhibit D, Scope of Services.
5. Exhibit F, Required Reports, is replaced in its entirety with the attached Revised Exhibit F, Required Reports.
6. Exhibit G, Business Associate Agreement, is replaced in its entirety with the attached Revised Exhibit G, Business Associate Agreement.
7. Exhibit I, Service Level Agreement, Section 1.8, is amended as follows:
  - 1.8 APC must conduct a disaster recovery test in coordination with County between December 1, 2018, and June 1, 2019. The timing and duration of the test is subject to County's approval and will be coordinated and timed to cause minimal or no disruption to the services provided by BARC or to the regular business of County.
8. This Third Amendment is effective December 1, 2018. Except as expressly amended in this Third Amendment, all terms and conditions of the Agreement remain in full force and effect.
9. Preparation of this Third Amendment is a joint effort of the Parties.
10. This Third Amendment may be executed in multiple originals, and may be executed in counterparts, each of which will be considered an original, but all of which, taken together, constitutes one and the same agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have made and executed this Third Amendment to Agreement: Broward County through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, and Advanced Pharmaceutical Consultants, Inc., signing by and through its President, duly authorized to execute same.

County

ATTEST:

BROWARD COUNTY, by and through  
its Board of County Commissioners

By \_\_\_\_\_

Mayor

\_\_\_\_\_  
Broward County Administrator, as  
Ex-officio Clerk of the Broward County  
Board of County Commissioners

\_\_\_\_ day of \_\_\_\_\_, 2018

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

By \_\_\_\_\_

Karen S. Gordon (Date)  
Assistant County Attorney

KSG  
APC.InHousePharm.am03  
#60064  
10/16/18; 10/31/18

APC

WITNESSES:

ADVANCED PHARMACEUTICAL CONSULTANTS,  
INC.

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Raul Gonzalez, President

\_\_\_\_\_  
Print Name of Witness above

\_\_\_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name of Witness above

SEAL:

REVISED EXHIBIT D  
SCOPE OF SERVICES

Consultant Name: Advanced Pharmaceutical Consultants, Inc.  
Program Name: In-House Pharmacy Management Services  
Division: Broward Addiction Recovery Division  
Agreement Number: 2014-BARC-APC-8118 (RLI #R1012809R1)

I. Scope of Services:

APC will provide comprehensive in-house pharmacy/medication management services and consultative guidance to County for individuals enrolled in County's residential detoxification and Medication Assisted Treatment ("MAT") programs. Individuals served under this Agreement are referred to as Clients. APC will ensure that the medication prescribed to each Client is: (i) appropriate; and (ii) accurately ordered and dispensed in compliance with all federal, state, and local requirements.

APC will staff, manage, and operate all aspects of up to three (3) separate pharmacy/medication rooms at County's BARC Central Facility ("BARC Central"), which is a medically supervised detoxification treatment facility (50 beds) located at 325 S.W. 28th Street, Fort Lauderdale, FL 33315. All references to "BARC Locations" in this Agreement refer to this one location.

A. Management and Oversight of Prescription Medication:

1. APC will act on behalf of County to order, inventory, dispense, review, and provide accountability for all medications prescribed by BARC physicians and mid-level practitioners. APC will use County's registrations, licenses, and permits, to maintain an inventory of stock medications as allowed under County's modified Class II pharmacy license. County is responsible for payment of the medication and retains ownership of all medications ordered by APC under this Agreement.
2. APC will use County's agreement with Minnesota Multistate Contracting Alliance for Pharmacy (MMCAP) and Cardinal Health, an MMCAP-authorized drug wholesaler, to purchase all prescription medication. County will receive and retain all manufacturer rebates from medications ordered by APC under this Agreement.
3. Upon prior County approval (which may or may not be in writing based upon the immediate need, as determined by County), APC will procure emergency medications from a local pharmacy on behalf of County to meet the medical needs of Clients requiring immediate administration of a non-formulary medication or a BARC formulary medication currently out-of-stock at all BARC treatment facilities.
4. On County's behalf, APC will return expired County medication to the appropriate wholesaler for credit through a contracted reverse distributor. Credits issued by the wholesaler for medication returns will be paid to County.
5. APC will work with County medical staff to develop, implement, and maintain a medication cost containment and formulary management program that includes therapeutic interchange initiatives.
6. APC will maintain a perpetual inventory of all County-owned medications and will

conduct a minimum of one (1) annual physical inventory count to be completed no later than September 30, 2019. Each month, APC will reconcile the perpetual inventory report of medications ordered with the medications dispensed, including Nicotine patches, and provide the report to County's Pharmacy and Therapeutics Committee ("Committee"). Upon review of the perpetual inventory report, the Committee will select five (5) random medications to count directly to confirm that no diversion or medication dosing issues exist. All reports will be provided to County as specified in Exhibit F.

7. APC's consultant pharmacist will ensure County's in-house pharmacy maintains a medication surveillance and utilization review program that meets all State of Florida regulatory requirements.
8. APC will monitor and assist County with all necessary pharmacy licenses and permit renewals, and will be responsible for record keeping and security of all controlled substances maintained at BARC Central.
9. APC will assist County medical staff with identification, documentation, and control of non-formulary prescription medications brought to BARC Central by Clients.
10. APC will provide education and services training to County employees as requested by County at a minimum of two (2) times during Option Period 5. The first training must occur no later than December 15, 2018, and the second training no later than June 15, 2019. Education and services training will include adverse drug-reaction training, Narcan training, training on Vivitrol, and other trainings as requested by County.
11. APC will dispense prescription medications only to Clients at BARC Central, except as necessary to support the MAT program.

B. Automated Pharmacy System:

1. APC will provide and maintain an automated pharmacy management system ("Pharmacy Management System") at BARC Central that includes three (3) Automated Dispensing machines ("ADMs"). ADMs will be used for storage and dispensing of inventory stock medications, scheduled medications, and narcotic medications. APC will ensure that the ADMs maintain complete and accurate records and reports of medication inventory and drug utilization. The reports must be provided to County as specified in Exhibit F, except APC will report immediately to County all anomalies in medication inventory and drug utilization.
2. APC is responsible for proper stocking and operation of the ADMs and must maintain policies and procedures to verify that medication counts are accurate. The ADMs will be supervised by APC's licensed pharmacist and must allow for remote electronic monitoring.
3. APC will train authorized County staff to dispense medications from the ADMs, including emergency manual override procedures. APC will track and oversee the override process.

4. APC will provide County access to an electronic clinical pharmacology reference subscription to be used by County to advise Clients about prescription medications, including but not limited to possible side effects and drug interactions.
5. Upon County approval, APC will export Client medication and related data from APC's Pharmacy Management System via a mutually compatible export file format for the one-way upload to County's ECHO Electronic Medical Record System upon County's determination in writing that the data transfer will comply with 42 C.F.R. Part 2, HIPAA, and all applicable State of Florida laws and regulations. Any transmission of County or Client data by APC must strictly comply with the security requirements of the Service Level Agreement (Exhibit I) and any applicable laws, rules, or regulations as may be amended from time to time.
6. In the event of a catastrophic failure of computer hardware or other automated equipment, APC must immediately assume ownership and possession of all damaged equipment and assume full responsibility for the destruction and disposal of the equipment to protect against unauthorized disclosure of Protected Health Information (PHI) in accordance with all current applicable federal guidelines.
7. APC will provide County with 24-hour, on-call IT support for all electronic system components, hardware, and software in accordance with the terms set forth in Exhibit H to the Agreement. APC may provide support indirectly through MedDispense if APC ensures all support services comply with the terms of this Agreement.

C. Pharmacy Staffing:

1. APC must provide a consultant pharmacist ("Consultant"), a licensed pharmacist ("Pharmacist"), and a registered pharmacy technician ("Technician") to manage BARC Central's pharmacy/medication rooms as directed by County. The Pharmacist must be duly licensed to practice in the State of Florida, and all APC staff must have the current training or certifications as required by County and the State of Florida.
  - a. The Technician must provide thirty-five (35) hours a week of on-site service, Monday through Friday from 7:30 a.m. to 3:00 p.m., with a thirty-minute lunch break. The Technician will provide support and review of the day-to-day operations of the pharmacy/medication rooms.
  - b. The Pharmacist must provide forty-three (43) hours a week of on-site Services, Monday through Friday from 7:30 a.m. to 3:00 p.m., with a thirty-minute lunch break, and Saturday and Sunday from 9:00 a.m. to 1:00 p.m.
  - c. County will review APC's service hours on April 1 and August 1, which hours may be adjusted by the Parties.
  - d. The Pharmacist must provide verification and entry of all medication orders (received via fax or other method) seven (7) days each week between the hours of 7:00 a.m. to 11:00 p.m., Monday through Friday; and 8:00 a.m. - 10:00 p.m., Saturday and Sunday. During these designated hours, the

Pharmacist must provide an estimated, cumulative total of two (2) hours each day for review and entry of medication orders into the ADMs at BARC Central.

- e. The Pharmacist must electronically enter medication orders into the ADMs directly or by a secure remote connection. The Pharmacist must review orders for appropriateness of the medication including purpose, dose, frequency, route of administration, and compliance with County's formulary.
  - f. The Pharmacist must be available onsite: (i) for the initial medication entry into the ADMs; (ii) to dispense Client-specific medications; (iii) to prepack medications; and (iv) to visit BARC Central as requested by County or otherwise agreed upon by County and APC.
  - g. APC must ensure that the Pharmacist is available to County (at no additional cost to County) twenty-four hours each day, seven days each week, including on-call services outside of normally scheduled hours, for Client medication order review and entry.
  - h. The Pharmacist or the Consultant must provide oversight of pharmacy operations for compliance with laws, policies, and procedures applicable to medication dispensing and storage monitoring including inspections of:
    - Emergency carts
    - Emergency treatment boxes
    - Medicine Cabinets
    - Refrigerators
    - Medication packaging, labeling and expiration dates
2. If an emergency event (as determined by County) requires Clients to be sheltered onsite at BARC Central or moved to another shelter facility, the Pharmacist will remain in the sheltered facility as long as required by the emergency event, as determined by County. The Pharmacist will receive County-approved emergency training as requested by County and will be placed on County's emergency call list. APC will provide support and services as required to assist County with emergency needs in accordance with BARC's Continuity of Operations Plan (COOP). APC will provide additional staff, if necessary, to adequately prepare Client medications during emergency preparations and ensure accountability and control of County's inventory of medication. While sheltered during emergency events, the Pharmacist will receive compensation of regular pay for Services provided during regularly scheduled hours, and time and a half for additional work beyond regularly scheduled work hours.
  3. APC's pharmacy staff assigned to BARC Central will work under the direction of the Consultant who will provide oversight and control to ensure accountability for all pharmacy Services provided under this Agreement. Consultant will be County's point of contact with APC for all matters related to this Agreement.



4. APC, its employees, and agents performing Services under this Agreement must comply with the Business Associate Agreement executed by County and APC and must act in compliance with all privacy and confidentiality requirements of Titles 42 and 45, C.F.R., and with HIPAA as may be amended.
5. County reserves the right to require prior written approval of pharmacy staff hired by APC to provide Services under this Agreement. APC must replace the Consultant, Pharmacist, or Technician within thirty (30) days of receipt of a written request by County to replace that pharmacy staff member.
6. APC must maintain valid professional licenses and certifications as required by law to perform Services under this Agreement. APC must provide proof of the licenses, certifications, and routine background checks to County's Contract Administrator upon execution of this Agreement, upon renewal or Amendment of this Agreement, and each time a new APC staff member is assigned to provide Services under this Agreement.

D. Pharmacy Consultation:

1. APC must assist County in maintaining compliance with The Joint Commission's goals and objectives by providing the following services:
  - a. Develop, implement, review, and as required, update County's in-house pharmacy policies, procedures, and operations manuals for BARC Central in conformance with: (i) State of Florida laws, rules, and regulations regarding pharmacology and substance abuse; (ii) The Joint Commission standards; and (iii) standards of the Agency for Health Care Administration ("AHCA").
  - b. Provide assistance to County prior to any surveys, audits, or inspections by the U.S. Centers for Medicare and Medicaid Services (CMS), State of Florida Department of Children and Families ("DCF"), United States Drug Enforcement Administration ("DEA"), and The Joint Commission. APC will perform a minimum of two (2) mock surveys and audits and must submit the results and explanations to County upon completion of the survey and audit, including but not limited to any corrective actions to be taken related to medication management and related pharmacy issues.
  - c. Pursuant to The Joint Commission Medication Management Standards and AHCA standards, APC will prepare a monthly Pharmacy Consultant Report that includes a review of each Client's Medication Administration Records, documentation and monitoring of prescribed polypharmacy, and indicates the effectiveness of the drug delivery process. APC must submit the report to County's Contract Administrator at least once each month.
  - d. Serve on BARC's quarterly Performance Improvement Committee, and attend County meetings as requested or approved by the Contract Administrator.
  - e. Provide other related duties or special projects as agreed upon between APC and County.

E. Standards of Service:

1. APC's Pharmacist and Consultant must each maintain a valid license with the State of Florida Board of Pharmacy. If either APC's Pharmacist's or Consultant's license is revoked, suspended, or terminated, this Agreement will automatically terminate, and no amounts will be owed to APC by County for time periods during which any required license was not valid. APC must provide County written notice of such revocation, suspension, or termination within five (5) business days of the revocation, suspension, or termination in accordance with the "Notices" provision in this Agreement.
2. In cooperation with County, APC will comply with all applicable rules, regulations, and standards of the U.S. Food and Drug Administration, the DEA, the federal and state departments of health, the State of Florida Board of Pharmacy, AHCA, and DCF. For reimbursement by County, all Services provided by APC must meet or exceed the licensure standards of The Joint Commission for pharmaceutical services and comply with Medicare and Medicaid standards.
3. In compliance with federal and State of Florida laws, pharmacy practices and regulations, The Joint Commission standards, and behavioral health care accrediting entities, APC must maintain complete and accurate Client profiles and make Client records available in the pharmacy/medication rooms for County to provide proper Client care and conduct effective quality review. At time of dispensing, the Pharmacist must review each Client's medication profile for medication allergies, drug interactions, duplication of therapy, contraindications, and safe dosing. The Pharmacist must notify the County staff prescriber of any serious or significant issues within the appropriately recognized time frame associated for the level of risk.
4. APC must submit a monthly invoice in the amount of the Monthly Management Fee (detailed in Section III below) for Services provided under this Agreement, including any reimbursement request for items preapproved and procured by APC on behalf of County during the month invoiced. APC staffs' timesheets and original receipts for reimbursement request must accompany the monthly invoice submitted by APC. County reserves the right to require additional documentation when necessary.
5. APC certifies that it will maintain a drug-free workplace program (Exhibit A), as set forth in the Drug-Free Workplace Act, Section 112.0455, Florida Statutes. APC must submit two (2) copies of its Drug-Free Work Place Policy to the Contract Administrator with this Third Amendment.

II. County will:

- A. Pay invoices for medications ordered by APC on behalf of County.
- B. Reimburse APC at cost for preapproved procurement of specialized non-drug pharmaceutical supplies required for special preparation, packaging, or storage of medications, such as unit-dose packaging.
- C. Reimburse APC at cost for purchase of specialized thermal-print labels used for identification of medication stored and dispensed at BARC Central.

- D. Authorize MMCAP and Cardinal Health to allow APC access to the monthly medication purchasing data, as needed, for ordering prescription medication and supplies, to the extent this authorization does not conflict with existing County agreements with MMCAP and Cardinal Health.
- E. Acknowledge that authorized APC staff will remotely access ADMs to enter medication orders, perform after-hour medication reviews, and conduct other duties required under this Agreement, provided the remote access meets or exceeds security levels set forth in Exhibit I.
- F. Provide APC with adequate space, utilities, janitorial services, and security controls within County for operation of the pharmacy/medication rooms.
- G. Provide APC with routine office supplies, as required, for efficient operation of Services at BARC Central.

### III. Service Description and Costs:

- A. Monthly Flat-rate Medication Room/Pharmacy Management Fee ("Monthly Management Fee"): **\$22,561**

This amount includes all costs for pharmacy staff, pharmacy equipment, monthly equipment maintenance fees, pharmacy software licensing fees, and APC home office management itemized fees as follows:

1. Pharmacy Staff: \$16,878 per month to include:
  - Licensed Pharmacist: 186 hours x \$58 x 1.22 = \$13,161
  - Registered Pharmacy Technician: 152 hours x \$16 x 1.22 = \$2,967
  - Consultant Pharmacist: 10 hours x \$75 = \$750
2. Pharmacy Equipment: \$1,760 per month to include:
  - (1 ea.) MDB-45-4X MedDispense base unit with 45 standard drawers;
  - (2 ea.) MDB-72-4X MedDispense base units with 72 standard drawers;
  - (1 ea.) INT-2-Profile Interface-Interface to pharmacy software that contains Client profile of approved medications; and
  - (1 ea.) RTB-3 a 3.5-inch MedDispense drawer with slotted locking lid for medication return or wasting.
3. Designated Equipment Maintenance: \$303 per month, inclusive of all electronic equipment subject to this Agreement.
4. Software Licensing/Maintenance: \$620 per month for the following software licenses to be procured and maintained by APC:
  - Pharmacy Management software license fee: 111-150 beds= \$420
  - On-line Clinical Pharmacology software license fee: \$200
5. APC Management Fee: \$3,000 per month to include:
  - After hour order review (after 11:00 p.m. weekdays and weekends) by: Licensed Pharmacist - 42 hours
  - 24-hour on-call for clinical and IT services - 30.5 nights
  - Comprehensive IT network oversight, troubleshoot, repair services
  - Home Office Human Resource Services - scheduling, payroll, personnel

files, competencies

- Wholesaler and Group Purchasing Organization buying group compliance monitoring
- Outcomes research focused on Client affordability of medications as prescribed

B. Monthly Reimbursable Expenses: Actual receipt amount not to exceed **\$3,000** for Option Period 5.

Expenses incurred by APC for items and Services required to support monthly in-house pharmacy operations as requested and preapproved by authorized County staff to include:

1. Unit Dose Packaging: Materials and supplies required for APC to prepackage medication in unit dose as required by The Joint Commission and to split tablets when determined to provide County a cost savings.
  - 25 Dose Laser Label Lid-Label #MD244
  - 25 Dose Medi-Cup Blister Mini #MD425
  - 25 Dose Medi-Cup Blister Standard #MD405
  - 25 Dose Medi-Cup Blister Deep #MD415
  - 25 Dose Medi-Cup Blister Jumbo #MD435
2. Reverse Drug Distributor: Fees and costs associated with returning unused or expired medications to wholesale drug distributor for credit.
3. Emergency (*Stat*) Medications: Individual purchases made by APC on behalf of County for non-formulary medication, or formulary medication currently out of stock at all County facilities, required to meet the immediate medical/psychiatric needs of specifically identified Clients are eligible for reimbursement if preapproved in writing by authorized County staff, and separately identified on the monthly invoice. Prior to seeking County reimbursement, APC must make every effort to cover the cost for retail purchase of emergency medications by billing the Client's insurance, if available.
4. Medication Delivery Transportation: Round-trip mileage is reimbursable to APC at the current rate approved by Florida Statute for the pick-up, transport, and delivery of emergency medications, or any other APC provided transport of pharmaceuticals, pharmacy equipment, or supplies at the request of authorized County staff related to Services provided under this Agreement.

County will not reimburse APC for any expenses under this Paragraph B in excess of \$3,000 for Option Period 5.

V. Outcomes/Indicators: Outcomes are as identified in Exhibit D-1.

VI. Designated Equipment and Software:

A. Designated Equipment

1. APC must provide the following equipment for which APC will be solely responsible for all support and maintenance (“Designated Equipment”):

- (3) ADMs
  - All hardware required to maintain connectivity of the ADMs
  - (3) desktop computers and servers with sufficient capacity and functionality to operate the Software and support the System (Dell OptiPlex 3010 Desktop PC - 3rd Generation Intel Core i5-3470, 3.2GHz., 4GB, DDR3, 500GB, HOD, DVDRW, Windows 7 Professional 64-bit), (or equivalent)
  - (2) Monitors (Dell Professional P2102H 20" Widescreen Flat Panel or equivalent)
  - (3) Printers (Samsung ML-3712ND B/W Laser Printer or equivalent)
  - (2) Scanners (Samsung 5935dn or equivalent)
  - PowerEdge T320, Intel Xeon E5-2420, 1.90GHz., On-Board, Broadcom 5720, Dual Port 1GBE, RAID 1 - 2 x 2TB 7.2K RPM, SATA 3Gbps, 3.5in Hot-plug Hard Drives, DVD+/-RW, SATA, Dual Hot-plug, Redundant Power Supply (1+1), 495W, Windows, Server 2008 R2 SP1, Standard Edition. Includes 5 CALS (or substantial equipment)
  - Any necessary replacement equipment
2. APC is solely responsible for all support and maintenance of Designated Equipment, including but not limited to security and anti-virus updates and patches, operating systems, and any necessary replacement equipment.

#### B. Software

1. APC will obtain and maintain all necessary licenses and rights to provide County with full access and use of the System and Services in this Agreement, including all required support and maintenance services for the following software ("Software"):
- WinPharm System software
  - MedDispense software
  - On-line Clinical Pharmacology database license(s)
  - MILT 3.0 Software #MD-MI LT3-Unit Dose
  - Microsoft Office Home and Business 2010
  - Microsoft SQL Server 2008
  - All embedded software or firmware in the ADMs
2. Except as otherwise expressly stated in this Agreement, County will have no obligation or responsibility for the above-listed Software, including any license fees, maintenance and support charges, upgrade or update fees, or other liability or obligation.

#### VII. Acceptance Criteria:

The Parties will jointly test the Software and System to confirm its operation and functionality conforms to its Documentation. Specific testing criteria for final acceptance will be developed by County in conjunction with ETS.

**Revised Exhibit F  
Required Reports**

<b>Description of Report(s)</b>	<b>Required Submission Date(s)</b>
Perpetual Inventory Report (Medication inventory and drug usage/utilization)	Due on the 10th of each month for prior month
Monthly Pharmacy Consultant Report to include Continuous Quality Improvement Summary and Monthly Pharmacy Inspection Report (Drug delivery effectiveness, polypharmacy)	Due on the 10th of each month for prior month
Continuous Quality Improvement Monthly Performance Summary (percent of variances, causes)	Due on the 10th of each month for prior month
Continuous Quality Improvement Dashboard (Quarterly Summary)	Due Quarterly on January 10th, April 10th, July 10th, October 10th
System Support and Maintenance Services Report (System events and resolution response times)	Due on the 10th of each month for prior month
System User Names and Access Report(s) (User names and access rights, failed log-ons)	Due on the 10th of each month for prior month
Service level Agreement Report (Uptimes, maintenance, downtimes)	Due on the 10th of each month for prior month
Certification of SAAS, SOC 1 & SOC 2, Procure (Check cloud back-up and data encryption)	Due Annually on June 1st
Check of MSSQL Database (Database consistency check)	Due Annually on June 1st

Medical Reports #1, #2, #3 and #4 will be sent to Director of Nursing and Nursing Supervisor at:  
[cplescovich@broward.org](mailto:cplescovich@broward.org), [mhargro@broward.org](mailto:mhargro@broward.org)

Medical Reports #1, #2, #3 and #4 will also be presented at quarterly Performance Improvement Committee Meetings

Reports #5, #6, #7, #8 and #9 will be sent to Broward County IT Department at: [gmcgowan@broward.org](mailto:gmcgowan@broward.org),  
[nkobayashi@broward.org](mailto:nkobayashi@broward.org), [mhenderson@broward.org](mailto:mhenderson@broward.org)

**All** reports will also go to Contract Administrator at: [cgillis@broward.org](mailto:cgillis@broward.org), [pcacurak@broward.org](mailto:pcacurak@broward.org)

REVISED EXHIBIT G

**BUSINESS ASSOCIATE AGREEMENT BETWEEN BROWARD COUNTY, FLORIDA  
AND ADVANCED PHARMACEUTICAL CONSULTANTS, INC.**

This BUSINESS ASSOCIATE AGREEMENT (“BAA”) is entered into by and between Broward County, Florida, a political subdivision of the State of Florida (“County”), and Advanced Pharmaceutical Consultants, Inc., an active Florida Corporation (“APC”), with its principal office located at 555 N.E. 15th Street, Suite 200, Miami, Florida 33132 (“Business Associate”).

RECITALS

A. Business Associate provides Services related to the operation of certain activities/programs that involve the use or disclosure of Protected Health Information (“PHI”).

B. The operation of such activities/programs is subject to the federal Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the Health Information Technology for Economic and Clinical Health Act (“HITECH”).

C. HIPAA and HITECH mandate that certain responsibilities of contractors with access to PHI be documented through a written agreement.

D. County and Business Associate desire to comply with the requirements of HIPAA and HITECH and acknowledge their respective responsibilities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**Section 1: Definitions**

1.1 All terms used in this BAA not otherwise defined herein shall have the meanings stated in the Privacy and Security Rules, 45 CFR Parts 160, 162, 164, and 42 U.S.C. § 17921.

1.2 “HIPAA Laws” mean collectively HIPAA, HITECH, 42 CFR Part 2 (if applicable), and the related regulations and amendments.

1.3 When the term “PHI” is used in this BAA, it includes the term “Electronic Protected Health Information” or “E PHI.”

1.4 Penalties as used in Section 3.18 below are defined as civil penalties that may be applied to the Business Associate and its workforce members by the Secretary of Health and Human Services (HHS). The amount of the penalties range depending on the type of violation. In determining penalties, the Secretary may take into account:

- a. the nature and extent of the violation;

- b. the nature and extent of harm resulting from such violation;
- c. the degree of culpability of the covered entity or business associate;
- d. the history of prior compliance with the administrative simplification provision including violations by the covered entity or business associate;
- e. the financial condition of the covered entity or business associate, and
- f. such other matters as justice may require.

## **Section 2: Confidentiality**

2.1 County and Business Associate must comply with all federal and state laws governing the privacy and security of PHI.

2.2  If this box is checked, County and Business Associate are required to comply with 42 CFR Part 2 with respect to patient identifying information concerning alcohol and substance abuse treatment.

## **Section 3: Obligations and Activities of the Business Associate**

### Use and Disclosure of PHI

3.1 The Business Associate must not use or disclose PHI other than as permitted or required by this BAA or as required by law. Business Associate may:

- a. Use and disclose PHI only as necessary to perform its obligations under the Agreement, provided that such use or disclosure would not violate HIPAA Laws if done by County;
- b. Use the PHI received in its capacity as a Business Associate of County for its proper management and administration and to fulfill any legal responsibilities of Business Associate;
- c. Disclose PHI in its possession to a third party for the proper management and administration of Business Associate, or to fulfill any legal responsibilities of Business Associate, provided that the disclosure would not violate HIPAA Laws if made by County, or is required by law, and Business Associate has received from the third party written assurances that (i) the information will be kept confidential and used or further disclosed only for the purposes for which it was disclosed to the third party or as required by law; (ii) the third party will notify Business Associate of any instances of which it becomes aware in which the confidentiality of the information may have been breached; and (iii) the third party has agreed to implement reasonable and appropriate steps to safeguard the information;



d. Use PHI to provide data aggregation activities relating to the operations of County; and

e. De-identify any and all PHI created or received by Business Associate under the Agreement, provided that the de-identification conforms to the requirements of the HIPAA Laws.

3.2 Business Associate must limit its use and disclosure of, and request for PHI when practical or as required by law, to the information making up a Limited Data Set, as defined by HIPAA, and in all other cases subject to the requirements of 45 CFR 164.502(b), to the minimum amount of PHI necessary to accomplish the intended purpose of the use, disclosure, or request.

3.3 Business Associate is prohibited from selling PHI, using PHI for marketing purposes, or attempting to re-identify any PHI information in violation of HIPAA Laws.

#### Administrative, Physical, and Technical Safeguards

3.4 Business Associate must implement administrative, physical, and technical safeguards that protect the confidentiality, integrity and availability of PHI that it creates, receives, maintains, or transmits on behalf of County. The safeguards must include written policies, procedures, a security risk assessment, training of Business Associate employees, and sanctions that are in compliance with HIPAA Laws.

3.5 Business Associate must require all of its subcontractors, agents, and other third parties that receive, use, transmit, maintain, store, or have access to PHI to agree, in writing, to the same restrictions and conditions that apply to Business Associate pursuant to this BAA, including implementation of administrative, physical, and technical safeguards.

#### Access of Information; Amendment of Information; Accounting of Disclosures

3.6 Business Associate must make available to County all PHI in Designated Record Sets within ten (10) days of County's request for County to meet the requirements under 45 CFR § 164.524.

3.7 Business Associate must make any amendments to PHI in a Designated Record Set as directed or agreed to by County pursuant to 45 CFR § 164.526 in the time and manner reasonably designated by County.

3.8 Business Associate must timely document such disclosures of PHI and information related to such disclosures as would be required for County to respond to an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. Further, Business Associate must provide to County an accounting of all disclosure of PHI during the term of this BAA within ten (10) days of termination of this BAA, or sooner if reasonably requested by County for purposes of any monitoring/auditing of County for compliance with HIPAA Laws.

3.9 Business Associate must provide County, or an individual under procedures approved by County, information and documentation collected in accordance with the preceding paragraph to respond to an individual requesting an accounting for disclosures as provided under 45 CFR § 164.528 and HIPAA Laws.

#### Mitigation

3.10 Business Associate must mitigate, to the extent possible and at its own expense, any harmful effect that is known to Business Associate of a use or disclosure of PHI by the Business Associate in violation of the requirements of this BAA or applicable law.

3.11 Business Associate must take appropriate disciplinary action against any members of its workforce who use or disclose PHI in any manner not authorized by this BAA or applicable law.

#### Reporting of Breaches and Mitigation of Breach

3.12 Business Associate must notify County's HIPAA Privacy Official at (954) 357-6500 of any impermissible access, acquisition, use or disclosure of any unsecured PHI within twenty-four (24) hours of Business Associate becoming aware of such access, acquisition, use or disclosure. Unsecured PHI will refer to such PHI that is not secured through use of a technology or methodology specified by the Secretary of HHS that renders such PHI unusable, unreadable, or indecipherable to unauthorized individuals. A breach of unsecured PHI will be treated as discovered by Business Associate as of the first day on which such breach is known to the Business Associate or, by exercising reasonable diligence, would have been known to Business Associate, including any employee, officer, contractor, subcontractor, or other agent of Business Associate.

3.13 Business Associate must submit a written report of a breach to County within ten (10) business days after initial notification, and must document the following:

- a. The identification of each individual whose PHI has been, or is reasonably believed by Business Associate, to have been accessed, acquired, used, or disclosed during the breach;
- b. A brief description of what occurred, including the date of the breach and the date of the discovery of the breach, if known;
- c. A description of the types of PHI that are involved in the breach (such as full name, social security number, date of birth, home address, account number, diagnosis, etc.)
- d. A description of what is being done to investigate the breach, to mitigate harm to individuals, and the reasonable and appropriate safeguards being taken to protect against future breaches;

- e. Any steps County or the individual impacted by the breach should take to protect himself or herself from potential harm resulting from the breach;
- f. Contact procedures for the Business Associate to enable individuals to ask questions or learn additional information, which may include, in the discretion of County, a toll-free telephone number, e-mail address, website, or postal address, depending upon the available contact information that the Business Associate has for the affected individuals; and
- g. Any other reasonable information requested by County.

3.14 In the event of a breach, Business Associate must, in consultation with and at the direction of County, assist County in conducting a risk assessment of the breach and mitigate, to the extent practicable, any harmful effect of such breach known to Business Associate.

3.15 County, in its sole discretion, will determine whether County or Business Associate will be responsible to provide notification to individuals whose unsecured PHI has been disclosed, as well as to the Secretary of HHS and the media.

- a. Notification will be by first-class mail, or by electronic mail, if the individual has specified notice in the manner as a preference.
- b. Information may be posted on County's and Business Associate's website(s) where the Business Associate experienced, or is reasonably believed to have experienced, an impermissible use or disclosure of unsecured PHI that compromised the security or privacy of more than ten (10) individuals when no other current information is available to inform such individuals.
- c. Notice must be provided to prominent media outlets with information on an incident where the Business Associate experienced an impermissible use and disclosure of unsecured PHI that compromised the security or privacy of more than five hundred (500) individuals within the same state or jurisdiction during the incident.
- d. County may report, at least annually, any impermissible use and disclosure of unsecured PHI by the Business Associate to the Secretary of HHS as required by HIPAA Laws.

3.16 Business Associate agrees to pay the costs for notification to County, individuals, and their representatives of any security or privacy breach that should be reported by Business Associate to County. Business Associate also agrees to pay the costs for mitigating damages, including, but not limited to, the expenses for credit monitoring, if County determines that the breach warrants such measures.

3.17 Business Associate agrees to have established procedures to investigate a breach, mitigate losses, and protect against any future breaches, and to provide such procedures and any specific findings of the investigation to County in the time and manner reasonably requested by County.

3.18 Business Associate is liable to County for any civil penalties imposed on County under the HIPAA laws in the event of a violation of the HIPAA Laws as a result of any practice, behavior, or conduct of Business Associate.

#### Available Books and Records

3.19 Business Associate must make its internal practices and books, related to the Agreement and the BAA, including all policies and procedures required by HIPAA Laws, available to the County Contract Administrator within five (5) business days of the Agreement.

3.20 Business Associate must make its internal practices, books, and records, including all policies and procedures required by HIPAA Laws and PHI, relating to the use and disclosure of PHI received from County or created or received on behalf of County available to County or to the Secretary of HHS or its designee within five (5) business days of request for the purposes of determining the Business Associate's compliance with HIPAA Laws.

#### **Section 4: Obligations of County**

4.1 County will notify Business Associate of any limitations in its notice of privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect the Business Associate's use of PHI.

4.2 County will notify Business Associate of any changes in, or revocation of, permission by an individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use of PHI.

4.3 County will notify Business Associate of any restriction to the use or disclosure of PHI to which County has agreed in accordance with 45 CFR § 164.522, to the extent that such changes may affect Business Associate's use of PHI.

4.4 County will not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Laws if done by County.

#### **Section 5: Term and Termination**

5.1 The term of this BAA will be effective upon execution by all Parties, and will terminate upon the latter of termination or expiration of the Agreement, or the return or destruction of

all PHI within the possession or control of the Business Associate as a result of the Agreement.

5.2 Upon County's knowledge of a material breach of this BAA by Business Associate, County must either:

- a. Provide an opportunity for Business Associate to cure the breach or terminate this BAA and the Agreement if the Business Associate does not cure the breach within the time specified by County;
- b. Immediately terminate this BAA and the Agreement if Business Associate has breached a material term of this BAA and a cure is not possible; or
- c. If neither termination nor cure is feasible, County's HIPAA Privacy Official shall report the violation to the Secretary of HHS.

5.3 Upon completion or termination of the Agreement, Business Associate agrees, at County's option, to return to County or destroy all PHI gathered, created, received or processed pursuant to the Agreement. No PHI related to the Agreement will be retained by Business Associate, or a contractor, subcontractor, or other agent of Business Associate, unless retention is required by law and specifically permitted in writing by County.

5.4 In the event that returning or destroying PHI is infeasible, Business Associate must provide to County a written statement that it is infeasible to return or destroy the PHI and describe the conditions that make return or destruction of the PHI infeasible. Under that circumstance, Business Associate must extend the protections of this BAA to the PHI retained and limit further uses and disclosures of such PHI to those purposes that make return or destruction infeasible, for so long as Business Associate maintains the PHI, in which case Business Associate's obligations under this Section shall survive termination of this BAA.

## **Section 6: Miscellaneous**

6.1 Amendment. County and Business Associate must take such action as is necessary to amend this BAA for County to comply with the requirements of HIPAA Laws or other applicable law.

6.2 Interpretation. Any ambiguity in this BAA will be resolved to permit County to comply with HIPAA Laws.