



BOARD OF COUNTY COMMISSIONERS

T. PAGE THARP GOVERNMENTAL BUILDING
102 STARKSVILLE AVENUE NORTH, LEESBURG, GEORGIA 31763

MAY 10, 2022 AT 5:15PM
T. PAGE THARP BUILDING
KINCHAFOONEE ROOM
WWW.LEE.GA.US

SPECIAL CALLED MEETING

COUNTY COMMISSIONERS

Billy Mathis, Chairman	District 3
John Wheaton, Vice-Chairman	District 1
Luke Singletary, Commissioner	District 2
Rick Muggridge, Commissioner	District 4
George Walls, Commissioner	District 5

COUNTY STAFF

Christi Dockery, County Manager
Kaitlyn Sawyer, County Clerk
Jimmy Skipper, County Attorney

-
- | | <u>PAGE</u> |
|---|-------------|
| 1. <u>INVOCATION</u> | |
| 2. <u>PLEDGE OF ALLEGIANCE</u> | |
| 3. <u>CALL TO ORDER</u> | |
| (A) Chad Slaughter, Senior Vice President of Employee Health and Benefits for Marsh McLennan Agency, LLC, to present on healthcare. <i>A handout will also be provided.</i> | 1 - 25 |
| 4. <u>PUBLIC FORUM</u> | |
| <i>Citizens will be allowed to address the Board of Commissioners regarding any issues or complaints. Individuals should sign up prior to the start of the meeting.</i> | |
| 5. <u>ANNOUNCEMENTS</u> | |
| (A) The next regularly scheduled County Commission meeting is Tuesday, May 10, 2022 at 6:00pm. | |
| 6. <u>ADJOURNMENT</u> | |

AGENDA MAY CHANGE WITHOUT NOTICE

Lee County is a thriving vibrant community celebrated for its value of tradition encompassing a safe family oriented community, schools of excellence, and life long opportunities for prosperity and happiness without sacrificing the rural agricultural tapestry.

Persons with special needs relating to handicapped accessibility or foreign language interpretation should contact the ADA Coordinator at (229) 759-6000 or through the Georgia Relay Service (800) 255-0056 (TDD) or (800) 355-0135 (voice). This person can be contacted at the T. Page Tharp Building in Leesburg, Georgia between the hours of 9:00 a.m. and 4:00 p.m., Monday through Friday, except holidays, and will assist citizens with special needs given proper notice of seven (7) working days. The meeting rooms and buildings are handicap accessible.

PAY \$0 FOR SELECT SPECIALTY MEDICATIONS

Participate in the
SaveOnSP program



Specialty medications can cost a lot of money. That's why your plan offers a program called SaveOnSP, to lower your out-of-pocket costs to \$0.

Participate in SaveOnSP and save.

Over 300 specialty medications are eligible for the SaveOnSP program.¹ If you're filling an eligible medication, a representative from SaveOnSP will contact you to discuss the program.

You'll pay \$0 for your medication when you participate in SaveOnSP. If you choose not to participate, you'll pay a higher cost share when you fill your medication.

Conditions covered by SaveOnSP include, but are not limited to:

- Hepatitis C
- Multiple Sclerosis
- Psoriasis
- Inflammatory Bowel Disease
- Rheumatoid Arthritis
- Cancer



Here's an example of how it works.²

John's taking a specialty medication that's eligible for the SaveOnSP program. His copay is currently \$70. His new cost share will be \$1,150.

- **When he participates in SaveOnSP, he won't pay anything (\$0) out-of-pocket.** He will work with SaveOnSP to enroll with the applicable manufacturer copay assistance program.
- **If he decides not to participate in SaveOnSP, he'll pay his full cost share of \$1,150 out-of-pocket.**

In both of these examples, John's cost share wouldn't count toward his deductible or out-of-pocket maximum.

¹ The drug classes and medications in this program are subject to change. Check your plan materials to see which medications are eligible for the SaveOnSP program.

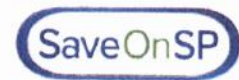
² For illustrative purposes only. Plans may vary.

© 2021 Express Scripts. All Rights Reserved.



EXPRESS SCRIPTS®

SaveOnSP



Date

First Name <Last Name>
 <Address><Address_2>
 <City, State, Zip>

IMPORTANT!
 Information about your
 specialty medications.



Get your specialty medications free of charge; call SaveOnSP at 1-800-683-1074 no later than <DATE> to ensure there is no delay with your first fill under the program.

Dear <First Name>,

Beginning <DATE>, **CLIENT NAME** is partnering with Express Scripts' program, SaveOnSP, to help you save money on certain specialty medications. Our records show you may be taking a medication on the attached SaveOnSP drug list¹, and are eligible for the program.

- If your specialty medication is noted on the SaveOnSP drug List, you must participate in the SaveOnSP program to receive your medications free of charge (\$0) and you must speak with SaveOnSP prior to the first fill under the program.
- Your prescriptions will be filled through your approved specialty pharmacy.
- Contact SaveOnSP at 1-800-683-1074 prior to <DATE> to avoid delays in obtaining your prescription(s) after the program starts. This is very important. You must speak to SaveOnSP prior to the first fill under the program. PLEASE CALL NOW to avoid delay.
- If you do not participate in the SaveOnSP program, you will be responsible for a 30% coinsurance for the medications on the attached SaveOnSP Drug list.
- These medications will not count towards your deductible or out-of-pocket maximums.²

Patient Savings Example³

	Sue PARTICIPATES in SaveOnSP to save on her specialty medications.		Sue DOES NOT PARTICIPATE in SaveOnSP to save on her specialty medications.
Current copay	\$100	Current copay	\$100
New Coinsurance	\$1,000 (dollar owed based on coinsurance)	New Coinsurance	\$1,000 (dollar owed based on coinsurance)
Final Cost	\$0	Final Cost	\$1,000
SaveOnSP will monitor Sue's account to make sure <i>she</i> incurs no cost (\$0).		SaveOnSP cannot monitor Sue's account. <i>She is responsible for the 30% coinsurance specific to the medication.</i>	

If you have any questions or need more information, please contact SaveOnSP at 1-800-683-1074 Monday – Thursday 8:00 a.m. – 9:00 p.m. Eastern and Friday 8:00 a.m. – 7:00 p.m. Eastern or contact RxBenefits' Member Services team at 1-800-334-8134.

Sincerely,
 SaveOnSP

1 The medications and associated coinsurance amounts included in this program are subject to plan clinical rules and subject to change.
 2 The medications included in the SaveOnSP program are classified as Non-Essential Health Benefits under the Affordable Care Act.
 3 This is a general example of patient savings. For your specific medication, see the attached drug list.
 Express Scripts and the "E" logo are trademarks of Express Scripts Strategic Development, Inc. CRP2107_0010255.1



Frequently Asked Questions (FAQ's)

Who is Eligible?

- Members who are currently taking a medication on the attached Specialty Drug List or begin taking one these later.
- NOTE: Patients who use Medicare as their primary insurance, are not eligible for this program.

What do I need to do to enroll?

- To enroll in this program, you will need to call SaveOnSP at 800.683.1074 by December 31, 2017. A customer service representative will answer any questions you may have, as well as help you enroll in the program. They are available Monday-Thursday 8:00am to 8:00pm Eastern and Friday 8:00am to 6:00pm Eastern.
- If you already participate in a manufacturer copay assistance program for a medication on the attached list, please have your program issued ID available before calling. If you do not have that information, a SaveOnSP representative can assist.
- After initial enrollment, SaveOnSP will only contact you once a year to ensure you are properly re-enrolled in the manufacturer program.

What is the benefit to me?

- Once you are enrolled in the program, you will pay zero dollars (\$0) for the medication on the attached list.

When does the program officially begin?

- The program goes into effect on <DATE>, so it is important that you reach out to SaveOnSP prior to the end of <MONTH>.

What happens if I don't enroll?

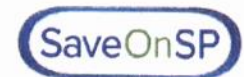
- SaveOnSP will begin contacting individuals currently taking a medication on the attached drug list to discuss enrollment.
- Enrollment in the program is voluntary; however, SaveOnSP cannot ensure the application of manufacturer's dollars at the time of purchase for a potential zero (\$) dollar copayment unless you enroll in the program.
- If you choose not to enroll into the SaveOnSP program to receive your medication at no cost, your member responsibility will reflect a higher copay amount as a result. This amount will not count towards your deductible of out-of-pocket maximum, because Non-Essential Health Benefits do not apply to deductibles of out-of-pockets.

Call SaveOnSP at 1-800-683-1074 for assistance.

The medications and associated copays included in this program are subject to change.

In partnership with





SaveOnSP Copay Assistance Service FAQs for RxBenefits Prospects/Clients

Q: Is this program fully compliant?

A: Yes. This program is fully compliant with ACA and ERISA laws, so long as the Client follows the Program.

Q: Can a plan grandfathered under the ACA take advantage of SaveOnSP?

A: Implementation of the SaveOnSP program requires identifying drugs as non-essential health benefits. This change may jeopardize the plan's grandfather status. The plan should work with their Legal counsel to determine whether they anticipate an impact to their grandfathered status. If they do anticipate an impact, the plan would need to identify the reason they grandfathered and evaluate whether that value prop still exists and outweighs the savings of the SaveOnSP program. It is ultimately the plan's legal decision as to whether SaveOnSP should be implemented.

Q: What is the legal basis for this program?

A: SaveOnSP helps define "Essential Health Benefits" and comply with this portion of the law.

Plan Sponsors are required to provide a minimum number of drugs in a class as outlined in the applicable State Benchmark plan. SaveOnSP reviews your formulary, as designed by the PBM, in conjunction with the State Benchmark, to identify the minimum number of products required in each class. This number identifies how many "essential" products you need to have in each drug class. The number is what's important, not the drug names themselves. By identifying these drugs as "essential", the other products in the class become "non-essential". "Non-essential" products are not subject to ACA requirements and can be removed from established deductible and out-of-pocket benefits. This is important, as many manufacturers provide funds far in excess of the ACA limits.

The FAQs under the ACA provide clear guidance on applying the deductible and out-of-pocket costs when it is a "Non-Essential" benefit. These "Non-Essential" products are still covered by the plan, but no longer apply to the deductible or out-of-pocket accumulations.

Q: How would a Plan Sponsor go about changing a state benchmark?

A: The State Benchmark impacts all aspects of plan design and administration. Different states have different Essential Health Benefit (EHB) requirements. If a change causes certain coverages/limits/exclusions to no longer be covered or to be impacted in a material way,

This information is provided for assistance with the plan's compliance obligations under applicable laws, including, but not limited to, the ACA, ERISA, and the Internal Revenue Code. SaveOnSP does not provide legal advice. Plan administrators should consult with the plan's legal counsel and advisors prior to implementing the Program and undertaking any amendments to plan documentation.

Proprietary and Confidential



there could be notifications required either prior to or within a specified period after such change. A plan should talk to its consultant/third party administrator (TPA) before making such a change to understand the impact. All this analysis and determination should be documented in the event the plan is audited for ACA and ERISA compliance, but there is no specific guidance on filing or formal notification. If a plan must prove it is compliant with EHBs and the ACA requirements for limitations and OOP maximums, it will have to show HHS, DOL and the IRS what benchmark plan was used and how claims were administered. Mid-year changes may be difficult. If, in coordination with the TPA, the plan could be changed mid-year and not be out of compliance, then it could change at any time.

Plans can change the benchmark plan, but it should be done on a prospective basis only. We would recommend it correspond with a new plan year, much like any other design changes.

Q: Does this disrupt my entire plan membership?

A: The Plan Documents (SPD, SBC, SMM, etc.) may need to be modified for the full population, but the number of patients affected by the benefit change typically represents just half of 1 percent of your covered lives.

Q: Are all types of benefit plans eligible?

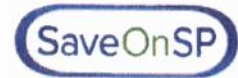
A: Currently, we are not enrolling HSA plans into the Program. Discount programs (including those for prescription drugs) do not necessarily disqualify an individual from being HSA-eligible, but we need to ensure the operational component of this requirement is available. Once we are comfortable with the operational set up, we will update RxBenefits. It is up to each employer group to review the law, regulations, and guidance to make sure they are comfortable with the Program.

Here is the ESI legal stance on copay assistance and first dollar out of pocket:

"We would note that in the IRS's Notice 2004-50 ([link here: http://www.irs.gov/irb/2004-33_IRB/ar08.html](http://www.irs.gov/irb/2004-33_IRB/ar08.html)), the IRS specifically permitted the use of discount cards with high deductible health plans and health savings accounts. The IRS stated that "discount cards that entitle holders to obtain discounts for health care services or products at managed care market rates will not disqualify an individual from being an eligible individual for HSA purposes if the individual is required to pay the costs of the health care (taking into account the discount) until the deductible of the HDHP is satisfied." We believe the discount cards

This information is provided for assistance with the plan's compliance obligations under applicable laws, including, but not limited to, the ACA, ERISA, and the Internal Revenue Code. SaveOnSP does not provide legal advice. Plan administrators should consult with the plan's legal counsel and advisors prior to implementing the Program and undertaking any amendments to plan documentation.

Proprietary and Confidential



referenced in this IRS guidance are analogous to other forms of patient assistance, such as manufacturer coupon plans. Notwithstanding, Express Scripts cannot and does not provide tax or legal advice to its clients and you are strongly encouraged to consult with your own advisers.

Q: What are the drugs included in the program?

A: The drug list includes products in Hepatitis C (Hep C), Multiple Sclerosis (MS), Psoriasis, Inflammatory Bowel Disease (IBD), Rheumatoid Arthritis (RA), Oncology and others. Over 150 products included.

Q: When do the manufacturers change the programs and will they eventually stop them?

A: Manufacturers review their programs each year and usually publish the new amounts each November. These programs have only gotten richer from when the manufacturer's first introduced Patient Assistance Programs. This is, in part, due to the fact they continue to raise the overall price of the product thus causing a bigger patient responsibility. All products included in this program are in competitive drug classes and manufacturers will not disadvantage themselves by reducing the program. This is not to say in the future things will not change, but there has been an expansion of the programs over the last 7 years.

Q: Do I need to begin at the beginning of the plan year?

A: No. This program can be started anytime throughout the plan year once the SPD, SBC and plan design changes are made. The implementation process generally takes 90 days.

Q: Is there any cost to my employee?

A: No. In fact, when they enroll in the program, any coinsurance left over after the manufacturer program, (\$5-\$50) will be paid as well. This ensures there is an incentive for the patient to participate in the program by having a zero coinsurance on these drugs.

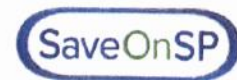
Q: What are the requirements and limitations of SaveOnSP?

A: The SaveOnSP program requires:

- Self-funded plan
- 90 days for implementation (allow for 30 additional days if client is needing to move to Exclusive Accredo at the same time)
- Client needs to sign an amendment to the Master Program Agreement between ESI & SaveOnSP
 - SaveOnSP-ESI will charge the client a fee for administering the program
- Exclusive Specialty through Accredo
- The plan needs to expressly document the benefit design in their Summary Plan Description (SPD) and/or other plan documentations/communications

This information is provided for assistance with the plan's compliance obligations under applicable laws, including, but not limited to, the ACA, ERISA, and the Internal Revenue Code. SaveOnSP does not provide legal advice. Plan administrators should consult with the plan's legal counsel and advisors prior to implementing the Program and undertaking any amendments to plan documentation.

Proprietary and Confidential



- SaveOnSP will provide the plan with model SPD language regarding the program to review with benefits counsel
- The plan must consult with its benefits counsel prior to approving any specific revisions to the plan documents and communications
- Non-eligible clients
 - Fully Insured plans
 - Medicare, Medicaid, EGWP and HRAs set to pay on prescription benefits
 - Auto-substantiated FSA plans should consult with your Specialty Solutions Director
- Upon initial consultation, there may be additional exclusion criteria outlined by SaveonSP

Q: How does the SaveOnSP Program impact stop-loss?

A: The SaveOnSP Program should not negatively impact a plan's stop-loss reimbursement. However, since all stop-loss reimbursement is based upon the terms of the specific stop-loss policy, the plan should review its policy, and consult with its stop-loss carrier and legal counsel, to be certain. SaveOnSP does not provide legal advice.

The plan sponsor should also inform the stop-loss carrier of any plan amendments being made to the plan for implementation of the SaveOnSP Program, as most stop-loss carriers require approval of plan amendments once stop-loss is obtained.

Q: Are the SaveOnSP program fees reimbursable under a stop-loss policy?

A: Plan sponsors should review their specific stop-loss policy, and consult with legal counsel, to determine how claims expense is reimbursed under the stop-loss policy. The SaveOnSP Program fees are tied to specific drug costs and claims. To the extent a stop-loss policy reimburses all claims expense, a plan may be able to obtain reimbursement for the SaveOnSP Program fees to the extent such reimbursement is provided for under the terms of the stop-loss policy.

This information is provided for assistance with the plan's compliance obligations under applicable laws, including, but not limited to, the ACA, ERISA, and the Internal Revenue Code. SaveOnSP does not provide legal advice. Plan administrators should consult with the plan's legal counsel and advisors prior to implementing the Program and undertaking any amendments to plan documentation.

Proprietary and Confidential

HIPAA BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (“Agreement”) is made as of the last date signed below by and between **SAVE ON SP, LLC** (“Business Associate”) and **LEE COUNTY BOARD OF COMMISSIONERS** (“Employer”) on behalf of itself and its group health plan(s) (collectively, the “Plan”).

RECITALS:

WHEREAS, Business Associate provides certain services in connection with the Plan pursuant to a service agreement between the Business Associate and Employer (the “Service Arrangement”) pursuant to which the Plan will disclose Protected Health Information, as clarified by the Genetic Information Nondiscrimination Act of 2008 (“GINA”), P.L. 110-233 and applicable regulations (“PHI”), to Business Associate in order to enable Business Associate to perform one or more functions for the Plan related to Treatment, Payment or Health Care Operations; and

WHEREAS, the parties desire to comply with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the Final Rule for Standards for Privacy of Individually Identifiable Health Information adopted by the United States Department of Health and Human Services and codified at 45 C.F.R. part 160 and part 164, subparts A & E (the “Privacy Rule”), the HIPAA Security Rule (the “Security Rule”), codified at 45 C.F.R. Part 164 Subpart C, and Subtitle D of the Health Information Technology for Economic and Clinical Health Act (“HITECH”), including C.F.R. Sections 164.308, 164.310, 164.312, 164.316, and 164.402 (collectively, the “Standards”); and

WHEREAS, Business Associate acknowledges that Business Associate is also directly subject to certain of the Standards; and

WHEREAS, the Standards require Employer to enter into a contract, on behalf of the Plan, with Business Associate to provide for the protection of the privacy and security of PHI and prohibit the disclosure to or use of PHI by Business Associate if such a contract is not in place.

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 to this Agreement hereby agree as follows:

1. Definitions. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Standards, including 45 C.F.R. §§ 160.103, 164.103, 164.304, 164.402, 164.501 and 164.502.
2. Obligations and Activities of Business Associate.
 - a. Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Agreement, as Required by Law or as

Updated October 2021



permitted by law, provided the use or disclosure would also be permissible by law by the Plan.

- b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate agrees to implement Administrative Safeguards, Physical Safeguards and Technical Safeguards (“Safeguards”) that reasonably and appropriately protect the confidentiality, integrity and availability of PHI as required by the Security Rule, including those safeguards required pursuant to 45 C.F.R. §§ 164.308, 164.310, 164.312, 164.314 and 164.316, in the same manner that those requirements apply to the Plan pursuant to 45 C.F.R. § 164.504.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
- d. Business Associate agrees to report to the Plan, as soon as practicable but in no event later than fifteen (15) business days, any use or disclosure of PHI not provided for by this Agreement, including breaches of unsecured PHI as required by 45 C.F.R. § 164.410, and any Security Incident of which it becomes aware. Such notification shall be in accordance with Section 2(l) below.
- e. Business Associate agrees to ensure that any agent, including a subcontractor or vendor, to whom it provides PHI received from, or created or received by Business Associate on behalf of the Plan agrees to the same or substantially similar restrictions and conditions that apply through this Agreement to Business Associate with respect to such information through a contractual arrangement that complies with 45 C.F.R. § 164.314.
- f. Business Associate agrees to provide paper or electronic access, at the request of the Plan and in the time and manner mutually agreed to by the parties, to PHI in a Designated Record Set, to the Plan or, as directed by the Plan, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524. If the Individual requests an electronic copy of the information, Business Associate must provide the Plan with the information requested in the electronic form and format requested by the Individual and/or the Plan if it is readily producible in such form and format; or, if not, in a readable electronic form and format as requested by the Plan.
- g. Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Plan directs or agrees to pursuant to 45 C.F.R. §164.526 at the request of the Plan or an Individual, and in the time and manner mutually agreed to by the parties. If Business Associate

Updated October 2021



receives a request for amendment to PHI directly from an individual, Business Associate shall notify the Plan upon receipt of such request.

- h. Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by Business Associate on behalf of the Plan available to the Secretary, in a time and manner designated by the Secretary, for the purposes of the Secretary determining the Plan's compliance with the Privacy Rule and Security Rule. Employer's right to review Business Associate's practices, books and records is governed by any audit rights set forth in the Service Arrangement and below.
- i. If Business Associate receives a subpoena, civil or administrative demand, or any other demand for production of PHI, other than an Individual right request, Business Associate shall provide a copy of such demand to the Employer within five (5) business days of receipt. To the extent the PHI that is the subject of the demand is in the possession of Business Associate and a response is warranted according to the standards set forth under HIPAA, Business Associate shall timely respond to the document demand.
- j. Business Associate agrees to document disclosures of PHI and the information related to such disclosures as would be required for the Plan to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528.
- k. Business Associate agrees to provide to the Plan or an Individual, in a time and manner mutually agreed to by the parties, information collected in accordance with this Agreement, to permit the Plan to respond to a request by an Individual for an accounting of disclosures for PHI in accordance with 45 C.F.R. §164.528.
- l. Breach Notification:
 - i. If Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses, or discloses Unsecured PHI (as defined in 45 C.F.R. § 164.402), it shall notify the Plan of such breach as soon as practicable but in no event later than within fifteen (15) business days of the discovery of a breach. Such notice shall include: (A) the identification of each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been accessed, acquired or disclosed during such breach; (B) a brief description of what happened, including the date of the breach and discovery of the breach; (C) a description of the type of Unsecured PHI that was involved in the breach; (D) a description of the investigation into the breach, mitigation of harm

Updated October 2021

- to the individuals and protection against further breaches; (E) the results of any and all investigations performed by Business Associate related to the breach; and (F) contact information of the most knowledgeable individual for the Plan to contact relating to the breach and its investigation into the breach.
- ii. This obligation to notify shall include any unauthorized acquisition, access, use, or disclosure, unless such acquisition, access, use or disclosure is excluded from the definition of breach in 45 C.F.R. 164.402(2). Business Associate shall reasonably cooperate with the Plan in investigating the Breach and in meeting the Plan's obligations under the Breach Notification Regulation and any other security breach notification laws.
 - iii. Business Associate will report to the Plan any attempted or successful (A) unauthorized access, use, disclosure, modification, or destruction of Plan's Electronic Protected Health Information or (B) interference with Business Associate's system operations in Business Associate's information systems, of which Business Associate becomes aware. If any such Security Incident resulted in a disclosure of the Plan's Protected Health Information not permitted by this Agreement, Business Associate must provide the notice and report as required above.
 - iv. Notwithstanding the foregoing, the parties hereby agree that this Agreement is sufficient notification of the occurrence of multiple, unsuccessful Security Incidents (one or more unwanted or unexpected information security events that, if successful, could very likely compromise the security information and weaken or impair business operations), including but not limited to attempted penetration of Business Associate's firewalls by computer viruses, attempted computer system hacks and other unsuccessful attacks on Business Associate's security and data infrastructure.
 - v. The Plan and Business Associate may mutually agree that Business Associate shall perform any or all of the Plan's Breach Notification obligations. Upon such delegation, Business Associate will draft any required notices and, upon approval and direction from the Plan, distribute such notices to affected participants, the media, and applicable state and federal agencies.
- m. At Employer's written request and direction, Business Associate shall disclose or make available PHI or Summary Health Information to other business associates (as defined at 45 C.F.R. 160.103) of the Plan.

Updated October 2021



- n. Except for payments from the Employer for services performed pursuant to the Service Arrangement, Business Associate agrees that it will not receive remuneration directly or indirectly in exchange for PHI without authorization unless an exception under 13405(d) of the HITECH Act applies.
 - o. Except for payment from Employer for services performed pursuant to the Service Arrangement, Business Associate agrees that it will not receive remuneration for certain communications that fall within the exceptions to the definition of Marketing under 45 C.F.R. § 164.501 unless permitted by the HITECH Act.
 - p. Business Associate agrees that it will not use or disclose genetic information for underwriting purposes, as that term is defined in 45 C.F.R. § 164.502.
 - q. Business Associate hereby agrees to comply with state laws applicable to PHI and personal information of individuals' information it receives from the Plan.
 - r. Business Associate agrees that no PHI may be received, maintained, stored, accessed or transmitted outside of the United States of America.
3. Permitted Uses and Disclosures by Business Associate.
- a. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, the Plan as specified in the Service Arrangement, provided that such use or disclosure would not violate the Privacy Rule if done by the Plan or the minimum necessary requirements under 45 C.F.R. §164.514(d).
 - b. Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
 - c. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are permitted or Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

Updated October 2021



- d. Except as otherwise limited in this Agreement, Business Associate may use PHI for Data Aggregation purposes as permitted by 45 C.F.R. §164.504(e)(2)(i)(B).
- e. Business Associate may use PHI to report violations of law to appropriate federal and state authorities, consistent with 45 C.F.R. §164.502(j)(1).

4. Obligations of the Plan

- a. The Plan shall notify Business Associate of any limitation(s) in its notice of privacy practices of the Plan in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- b. The Plan shall 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 or disclosure of PHI.
- c. The Plan shall notify Business Associate of any restriction to the use or disclosure of PHI that the Plan has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

5. Permissible Requests by the Plan

The Plan shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Standards if done by the Plan, *provided* that, to the extent permitted by the Service Arrangement, Business Associate may use or disclose de-identified data for Business Associate's Data Aggregation activities or proper management and administrative activities.

6. Compliance with Electronic Transactions Rule

If Business Associate conducts in whole or part Electronic Transactions on behalf of the Plan for which HHS has established standards, Business Associate will comply, and will require any subcontractor, vendor, or agent it involves with the conduct of Electronic Transactions to comply, with each applicable requirement of the Electronic Transactions Rule at 45 C.F.R. Part 162. Business Associate shall also comply with the National Provider Identifier requirements, if and to the extent applicable.

7. Security Audits.

During the term of this Agreement, Business Associate shall maintain a formal security program materially in accordance with industry standards that is designed to: (a) ensure the security and integrity of Employer's data; (b) protect against threats or hazards to the security or

Updated October 2021



integrity of Employer's data; and (c) prevent unauthorized access to Employer's data. Business Associate shall obtain each year at its own expense a Service Organization Control 2 (SOC2) audit report or comparable industry-standard successor report prepared by an independent third-party auditor. Business Associate may update the scope of its audit from time to time provided that no update shall operate to materially reduce the security protections provided by the audit reports. Business Associate will use commercially reasonable efforts to maintain its ISO 27001 certification ("ISO Certification") during the term of this Agreement or, at a minimum, continue to meet the standards set out in ISO 27001 to the extent such standards are covered by controls within the scope of the ISO Certification. Upon completion, Business Associate shall provide a copy of such SOC2 report and ISO Certification to Employer upon request.

Covered Entity, or a third-party auditor on behalf of Covered Entity, may at a time mutually agreed to by the parties, inspect Business Associate's facilities in which Covered Entity's data is processed for purposes of ensuring compliance with this BAA (the "Audit"). Any Audit shall (i) be conducted under an appropriate non-disclosure agreement, (ii) be conducted in accordance with Business Associate's security policies, (iii) be conducted during Business Associate's normal business hours, (iv) be completed in one (1) business day, (v) be conducted so as to minimize any disruption to Business Associate's business, and (vi) not provide Covered Entity with access to any records, materials or systems that do not pertain to Covered Entity's data. Such Audit may occur only once per year, provided, however, that Covered Entity may conduct additional Audits in the event of a Security Breach or a reasonably suspected material violation by Business Associate of its data privacy and/or security obligations under the BAA. Business Associate may charge Covered Entity a reasonable fee for any Audit.

8. Term and Termination.

- a. This Agreement shall terminate when all of the PHI provided by the Plan to Business Associate or created or received by Business Associate on behalf of the Plan, is destroyed or returned to the Plan, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions of this Section.
- b. Upon either party's knowledge of a material breach by the other party, the non-breaching party shall either:
 - i. Provide an opportunity for the breaching party to cure the breach or end the violation and terminate this Agreement if the breaching party does not cure the breach or end the violation within a reasonable time agreed to by the parties,
 - ii. Immediately terminate this Agreement if the breaching party has breached a material term of this Agreement and cure is not possible, or

Updated October 2021



- iii. If neither termination nor cure is feasible, the non-breaching party shall report the violation to the Secretary.
- c. Except as provided in paragraph (d) of this Section, upon any termination or expiration of this Agreement, Business Associate shall return or destroy all PHI received from the Plan or created or received by Business Associate on behalf of the Plan. This provision shall apply to PHI that is in the possession of subcontractors, vendors, or agents of Business Associate. Business Associate shall retain no copies of the PHI. Business Associate shall ensure that its agents, subcontractors or vendors return or destroy any of Plan's PHI received from Business Associate. Business Associate may retain one (1) archival copy of the PHI for legal, compliance and record retention purposes.
- d. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

9. Indemnification and Limitation of Liability.

- a. Each party shall indemnify and hold the other harmless from and against any claims, expenses (including reasonable attorneys' fees) and liabilities arising from the indemnifying party's gross negligence, willful misconduct, or material breach of this Agreement, provided the indemnifying party shall have no indemnity obligation to the extent any such claim is attributable to the indemnified party's gross negligence, willful misconduct or material breach of its obligations under this Agreement.
- b. NEITHER PARTY SHALL HAVE ANY LIABILITY TO THE OTHER PARTY OF ANY TYPE (INCLUDING, BUT NOT LIMITED TO, CONTRACT, NEGLIGENCE, AND TORT LIABILITY), FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO THE LOSS OF OPPORTUNITY, LOSS OF USE, OR LOSS OF REVENUE OR PROFIT, IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE SERVICE ARRANGEMENT, EVEN IF SUCH DAMAGES MAY HAVE BEEN FORESEEABLE, EXCEPT AS MAY OTHERWISE ARISE UNDER APPLICABLE LAW. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY AMOUNT THAT IN THE AGGREGATE EXCEEDS THE LESSER OF (I) BUSINESS ASSOCIATE'S SHARE OF THE PROGRAM FEES COVERED ENTITY PAID TO BUSINESS ASSOCIATE UNDER THE SERVICE ARRANGEMENT DURING THE PRECEDING TWELVE (12)

Updated October 2021

MONTHS, AND (II) TWO MILLION DOLLARS. THIS SECTION 9(B) IS NOT INTENDED TO LIMIT THE AMOUNT OF PROGRAM FEES THAT MAY BE DUE AND OWING BY EMPLOYER UNDER THE SERVICES ARRANGEMENT.

10. Miscellaneous.

- a. A reference in this Agreement to a section in the Privacy Rule or Security Rule means the section as in effect or as amended.
- b. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Plan to comply with the requirements of the Standards.
- c. The respective rights and obligations under Section 8 (c) and (d) and Section 9 of this Agreement shall survive the termination of this Agreement.
- d. Any ambiguity in this Agreement shall be resolved to permit the Plan to comply with the Standards.
- e. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer upon any person other than the Plan, Business Associate and their respective successors and assigns, any rights, remedies, obligations or liabilities whatsoever. It is not intended that an agency relationship (as defined under the federal common law of agency) be established by this Agreement, either expressly or by implication, between the Employer and Business Associate for purposes of liability under the Standards. No terms or conditions contained in this Agreement shall be construed to make or render Business Associate an agent of the Employer.
- f. Modification of the terms of this Agreement shall not be effective or binding upon the parties unless and until such modification is committed to writing and executed by the parties hereto.
- g. This Agreement shall be binding upon the parties hereto, and their respective legal representatives, trustees, receivers, successors and permitted assigns.
- h. Should any provision of this Agreement be found unenforceable, it shall be deemed severable and the balance of the Agreement shall continue in full force and effect as if the unenforceable provision had never been made a part hereof.

Updated October 2021



- i. All notices and communications required or permitted to be given hereunder shall be sent by certified or regular mail, addressed to the other party at its respective address as shown below, or at such other address as such party shall from time to time designate in writing to the other party, and shall be effective from the date of mailing.
- j. This Agreement, including such portions as are incorporated by reference herein, constitutes the entire agreement by, between and among the parties, and such parties acknowledge by their signature hereto that they do not rely upon any representations or undertakings by any person or party, past or future, not expressly set forth in writing herein.
- k. Business Associate shall maintain or cause to be maintained sufficient insurance coverage as shall be necessary to insure Business Associate and its employees, agents, vendors, representatives or subcontractors against any and all claims or claims for damages arising under this Agreement, including but not limited to sufficient Cybersecurity or similar privacy breach insurance coverage and such insurance coverage shall apply to all services provided by Business Associate or its agents, vendors, or subcontractors pursuant to this Agreement.
- l. Neither party may assign its respective rights and obligations under this Agreement without the prior written consent of the other party, except to a parent or subsidiary company.
- m. This Agreement shall be governed by the laws of the State of New York.
- n. To the extent notice is required to be provided under any provision in this Agreement, notice shall be provided to each respective party as follows:

Employer: Lee County Board of Commissioners
102 Starksville Avenue North
Leesburg, Georgia 31763

Business Associate: Save On SP, LLC
Attn: Jody Miller, President
40 La Riviere Drive, Suite 310
Buffalo, NY 14202

Updated October 2021



C CONFIDENTIAL INFORMATION

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth above.

Dated: _____

LEE COUNTY BOARD OF COMMISSIONERS

By: _____

Name: _____

Title: _____

Dated: _____

SAVE ON SP, LLC

By: _____

Jody Miller, President

Updated October 2021



EXHIBIT B JOINDER AGREEMENT

THIS JOINDER AGREEMENT is made and entered as of this 1st day of August, 2022 ("Effective Date"), by and among **SAVE ON SP, LLC**, a New York Limited Liability Company, having its principal place of business at 40 La Riviere Dr., Suite 310, Buffalo, New York 14202 ("SaveonSP"), **RX BENEFITS, INC.**, an Alabama corporation, having its principal place of business at 3700 Colonnade Parkway, Suite 600, Birmingham, Alabama 35243 ("RxBenefits"), and **LEE COUNTY BOARD OF COMMISSIONERS** ("RxBenefits Client").

WHEREAS, SaveonSP and RxBenefits are parties to a Specialty Drug Co-Pay Assistance Program Agreement, effective January 1, 2018, and amended from time to time ("Agreement"); and

WHEREAS, SaveonSP and RxBenefits are willing to allow RxBenefits Client to become a party to the Agreement in order that RxBenefits Client may avail itself of SaveonSP's services under the Agreement.

NOW, THEREFORE, in consideration of the promises and of the covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Agreement to be Bound. RxBenefits Client shall become a party to the Agreement as of the Effective Date and shall be fully bound by, and subject to, all of the applicable covenants, terms and conditions of the Agreement as a party.

Notwithstanding the without cause termination provisions of the Agreement, the term of this Joinder Agreement shall be a one (1) year term with automatic renewal for an additional one (1) year term unless RxBenefits client provides written notice of non-renewal or termination of the Joinder Agreement upon one hundred eighty days' (180) written notice.

2. Implementation of SaveOn Program. SaveonSP shall obtain the historical co-pay credit information from RxBenefits for RxBenefits Client and communicate to RxBenefits and RxBenefits Client prior to implementation for invoicing purposes ("historical copay credit"). If such historical co-pay information is not available, RxBenefits and/or RxBenefits Client shall provide to SaveonSP plan design documentation and communication prior to implementation.

SaveonSP shall work with RxBenefits and RxBenefits Client to develop the SaveOn Program drug list for RxBenefits Client and communicate to RxBenefits and RxBenefits Client prior to implementation.

SaveonSP shall provide the additional SaveOn Program Services to RxBenefits Client as set forth in Exhibit A of the Agreement.

3. Successors and Assigns. This Joinder Agreement shall bind and inure to the benefit of and be enforceable by the parties, and their respective successors and assigns.
4. Counterparts. This Joinder Agreement may be executed in separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same document.

5. Governing Law. This Joinder Agreement shall be governed by and construed in accordance with the laws of the State of New York.
6. Headings. The headings of this Joinder Agreement are inserted for convenience only and shall not affect the interpretation of this Joinder Agreement.

IN WITNESS WHEREOF, the parties have executed this Joinder Agreement as of the day and year first above written.

Rx Benefits, Inc.:

By: _____

Print: Lauren Simmons

Title: Sr. Director of Compliance and Legal Affairs

Date: _____

Save On SP, LLC:

By: _____

Print: _____

Title: _____

Date: _____

Lee County Board of Commissioners:

By: _____

Print: _____

Title: _____

Date: _____

Certificate Of Completion

Envelope Id: 960DF20242E94FCF91F1DD245E83B542	Status: Sent
Subject: FOR CLIENT SIGNATURE: SaveOn Joinder Agreement between Lee Co Board of Commissioners & RxBenefits	
Source Envelope:	
Document Pages: 13	Signatures: 0
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Kristi Todd
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	3700 Colonnade Parkway
	Suite 600
	Birmingham, AL 35243
	ktodd@rxbenefits.com
	IP Address: 71.150.122.228

Record Tracking

Status: Original	Holder: Kristi Todd	Location: DocuSign
4/21/2022 1:02:03 PM	ktodd@rxbenefits.com	

Signer Events

Signature	Timestamp
Chad Slaughter chad.slaughter@marshmma.com Security Level: Email, Account Authentication (None)	Sent: 4/21/2022 1:07:05 PM Viewed: 5/3/2022 6:01:23 AM
Electronic Record and Signature Disclosure: Accepted: 5/3/2022 6:01:23 AM ID: ac6f5665-0c2d-4574-9e60-5b2f9559ff2b	

Lauren Simmons
lsimmons@rxbenefits.com
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
-------------------------	-----------	-----------

Editor Delivery Events	Status	Timestamp
------------------------	--------	-----------

Agent Delivery Events	Status	Timestamp
-----------------------	--------	-----------

Intermediary Delivery Events	Status	Timestamp
------------------------------	--------	-----------

Certified Delivery Events	Status	Timestamp
---------------------------	--------	-----------

Carbon Copy Events	Status	Timestamp
--------------------	--------	-----------

Suzie Hartman-Gary Sgary@rxbenefits.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 4/21/2022 1:07:04 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Renee goff rgoff@rxbenefits.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 4/21/2022 1:07:04 PM Viewed: 4/22/2022 4:45:34 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Carbon Copy Events**Status****Timestamp**

Lora Christian

lchristian@rxbenefits.com

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**
Not Offered via DocuSign**COPIED**

Sent: 4/21/2022 1:07:05 PM

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

4/21/2022 1:07:04 PM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, RxBenefits, Inc. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the "I agree" button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent" form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact RxBenefits, Inc.:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: lsimmons@rxbenefits.com

To advise RxBenefits, Inc. of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at lsimmons@rxbenefits.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from RxBenefits, Inc.

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to lsimmons@rxbenefits.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with RxBenefits, Inc.

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to lsimmons@rxbenefits.com and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000 or WindowsXP
Browsers (for SENDERS):	Internet Explorer 6.0 or above
Browsers (for SIGNERS):	Internet Explorer 6.0, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> • Allow per session cookies • Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to

other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I agree" button below.

By checking the "I Agree" box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify RxBenefits, Inc. as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by RxBenefits, Inc. during the course of my relationship with you.