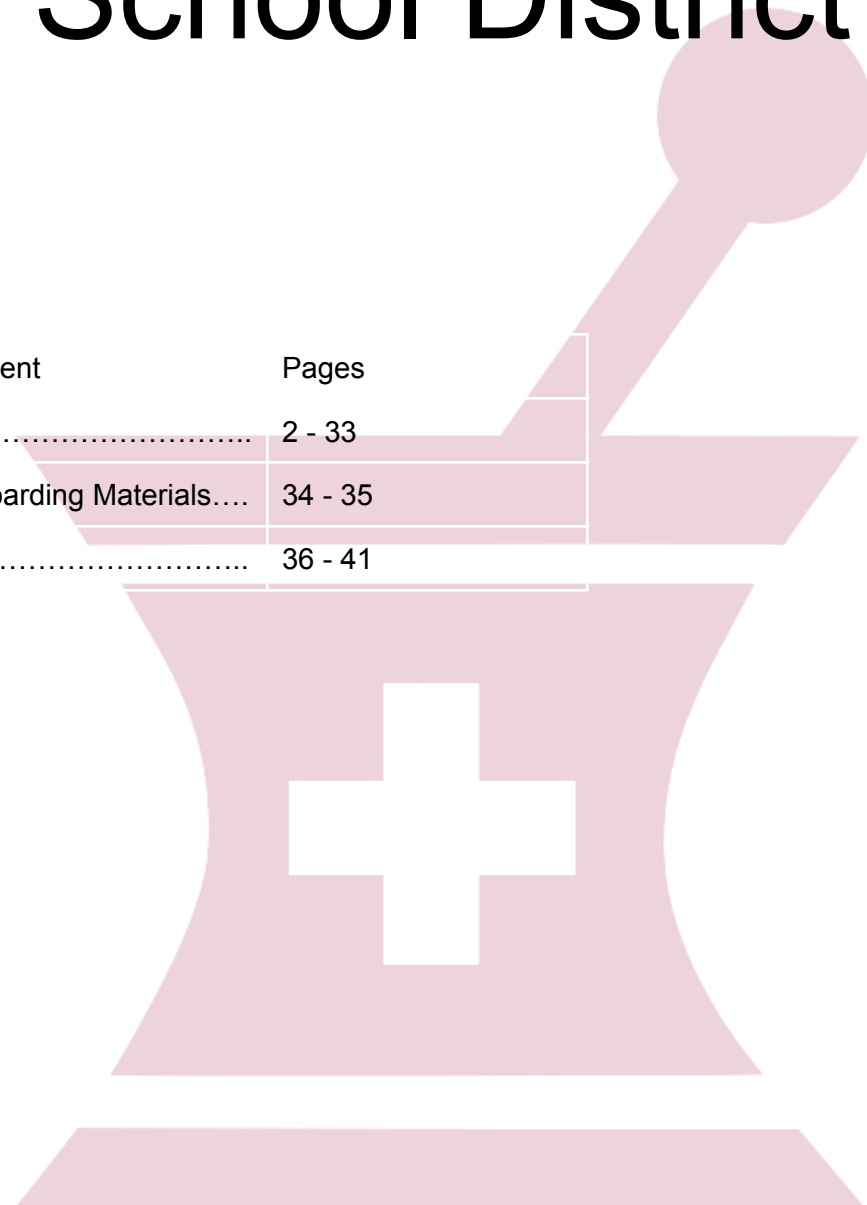


Osceola, FL School District

Section Content	Pages
Contract.....	2 - 33
Patient Onboarding Materials....	34 - 35
Invoices.....	36 - 41



The information contained in this packet is the product of Freedom of Information Act requests filed by the Partnership for Safe Medicines. For additional info, please feel free to contact Shabbir Imber Safdar at shabbir@safemedicines.org or (415) 630-3736.

THIS AGREEMENT made as of the 30th day of August 2019 BETWEEN:

ELECTRX AND HEALTH SOLUTIONS LLC

(herein after referred to as ElectRx)

whose registered address is:

17230 Mack Ave
Grosse Pointe, MI 48230
United States of America

OF THE FIRST PART

- and -

THE SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA

whose registered address is;

817 Bill Beck Boulevard
Kissimmee, FL 34744
United States

RECITALS

ElectRx is a facilitator of a network of various independent service providers that enables US based individuals and their dependents, employer groups, and various other defined groups, (the “Member Participants”) to participate in a voluntary program that enables the acquisition of pharmaceutical products for personal consumption from both the United States of America and International Mail Order Pharmacies, at the lowest net cost.

- A. ElectRx has expended considerable time, money and effort to establish a network of various corporations, organizations and individuals (including but not limited to pharmacists, pharmacies, physicians, registered nurses, nurse case managers, warehousing and logistical facilities, pharmacy benefit managers, third party administrators, disease management and wellness consultants, call centers, secure web sites and virtual private networks, secure data management facilities, and others,(collectively the “ElectRx Network”). The Elect Rx Network is for the supply of discount prescription facilitation services in the United States of America (“US”) in order to provide the Member Participants (as defined herein) with the opportunity to acquire pharmaceutical products, at the lowest net cost. The ElectRx Network has also responded to the advent of an entire new class of Specialty Drugs. These are high cost precision therapies US based Physicians are now widely utilizing for the treatment of complex and often rare clinical conditions and disease states. The

option of acquiring a limited number of certain High Cost Specialty Drug Products at significantly discounted prices is now available to Member Participants as defined herein.

- B. THE SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA wishes to contract with ElectRx, on behalf of its employees, and their qualified dependents, who are residents of the US, to afford them the opportunity of becoming Member Participants in the ElectRx Network, and obtain Prescription Drug Products including the option of a limited number of certain High Cost Specialty Drug Products on a cost-effective basis. Member Participant in this context will denote a person who is a cardholder entitled to a drug discount card or other evidence of authorized participation, issued directly by THE SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA or by a third party, having a contractual right from THE SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA to issue such card or grant such authorized participation.

1. **APPOINTMENT**

- 1.1 ElectRx hereby accepts THE SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA and/or their dependents, as defined in the articles of SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA Employee Benefit Plan(s) subject to the terms and conditions of this Agreement, as Member Participants of the ElectRx Network.
- 1.2 THE SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA agrees to offer these Member Participants the opportunity to participate in the ElectRx Network subject to the terms and conditions of the Agreement.
- 1.3 Provided that The Elect Rx Network is not in material breach of the provisions of this Agreement and that the formulation, price, quality and supply of the pharmaceuticals being purchased by THE SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA Member Participants through the ElectRx Network are competitive and equivalent within the reasonable expectations of THE SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA, as contemplated herein, SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA shall continue to provide access to the referenced pharmaceuticals to its Member Participants.

2. **TERM**

- 2.1 This Agreement is effective August 30th 2019, and will renew annually beginning September 1 each year thereafter, at THE SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA' option, for subsequent annual periods not to exceed a total contract length of five (5) years. Renewals will be by mutual agreement of both parties.

3. IMPLEMENTATION PLAN

A two (2) phase implementation plan is conceptualized.

Phase 1 will be a soft launch proposed to initiate on or around mid-September 2019.

It will target a) the Employee Benefits Department and b) SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA– Health and Wellness Center personnel.

Phase 2 will be a formal launch proposed to initiate on October 1, 2019.

It will target key SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA’ resources and potential leaders/trainers.

The overriding concept for Phase 1 will be a “train the trainers” approach in preparation for Open Enrollment season commencing in September 2019. The trainers will subsequently educate employee groups on the program attributes throughout the school system.

Please refer to provisional details and key deliverables of the implementation plan appended to this document as Exhibit A.

4. RELATIONSHIP

- 4.1 ElectRx, as an independent contractor, shall, subject to the provisions of this Agreement, make its reasonable best efforts to arrange for the supply of the pharmaceuticals to THE SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA Member Participants.
- 4.2 Each supply of Pharmaceuticals through the ElectRx Network to Member Participants shall be a separate and distinct tripartite contract between the dispensing pharmacy, the duly licensed pharmacist, and the Member Participant.
- 4.3 THE SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA undertakes and agrees that it will not furnish to any SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA Member Participant any warranty, undertaking or guarantee of any nature whatsoever which may tend to involve directly or indirectly the responsibility of either ElectRx or the ElectRx Network except as outlined in Clause 7.3 below.
- 4.4 Neither party hereto shall have authority to assume or create any obligation whatsoever, expressed or implied, in the name of the other party, nor to bind the other party in any manner whatsoever. Neither party shall have authority to enter into any contract on behalf of the other.
- 4.5 Except as may otherwise be set forth in this Agreement or as may otherwise be agreed in writing by the parties, THE SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA shall be responsible to pay for all expenditures and expenses incurred by THE SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA in connection with this Agreement, including but not limited to travel and supplies, including but not limited to all of the costs associated with the printing and mailing

of all brochures, fulfillment packages, formulary lists, announcement letters, information circulars, and any other such items that The SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA. BOARD reasonably determines that it's Member Participants require; ElectRx agrees to assume responsibility for all per diem and travel expenses, unless authorization to incur such expenses is granted by The SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA. BOARD in advance of the expenditures being incurred. ElectRx shall be reimbursed for such approved expenditures as provided by §112.061 Florida Statutes, and School Board Policy 6550. Travel expenses shall not exceed those allowable under the customary practices and policies of "THE SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA". For greater certainty, this paragraph excludes the cost of pharmaceuticals purchased by "THE SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA" Member Participants. Travel expenses shall not exceed those allowable under the customary practices and policies of THE SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA. ElectRx must obtain written authorization from the Superintendent or their designee prior to incurring any expenditures and expenses on behalf of THE SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA. BOARD

- 4.6 Nothing in this Agreement shall be constructed or deemed in any way, or for any purpose, to constitute the parties hereto as partners in the conduct of any business or otherwise. No provision of this Agreement is intended to create or shall be construed to create any relationship between ElectRx and THE SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither party, nor any of their respective representatives, shall be construed to be the partner, agent, fiduciary, employee, or representative of the other and neither party shall have the rights to make any representations concerning the duties, obligations or services of the other except as consistent with the express terms of this Agreement or as otherwise authorized in writing by the party about which such representation is asserted.
- 4.7 In no way is ElectRx acting as a TPA or Third Party Administrator under Michigan Codified Law section 550.902 *et al* or any other applicable state statute where ElectRx is conducting business. All eligibility and claim processing for the individual participant is not managed, controlled or performed by ElectRx.

5. PHARMACEUTICAL PRICES / DELIVERY / PAYMENT FOR NON-HIGH COST SPECIALTY DRUG PRODUCTS

- 5.1 ElectRx agrees to make its' reasonable best efforts to facilitate the sale and purchase of Pharmaceuticals to the Member Participants, in respect of prescriptions fulfilled through the ElectRx Network, for a price (the "Total Price") equal to the sum of:
- (a) The listed price in US Dollars of such pharmaceutical ("The Pharmaceutical Price") as set forth in THE SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA price list. The most current prices of individual pharmaceuticals will always be available for review and download by THE SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA from the

ElectRx web site.

- (a) The listed price in US Dollars of the handling and / or delivery costs incurred by the pharmacy in respect of the shipment of the Pharmaceuticals to the Member Participants (“The Shipping Price”).
- 5.2 The Pharmaceutical Price in US Dollars shall be based on the Original Pharmaceutical Price as that price may only be increased or decreased to reflect the changes in:
- (a) global currency fluctuations and/or
 - (b) the increase or decrease by the manufacturer and / or distributor in the cost of the pharmaceutical(s) (per number of units)
- 5.3 The Shipping Price shall be based on the Original Shipping Price as this price may only be increased or decreased to reflect the changes in:
- (a) global currency fluctuations and/or
 - (b) any published changes in the rates charged by the courier / delivery services)
- 5.4 Twice a month Elect Rx shall prepare and submit to the SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA two detailed invoices for all pharmaceuticals purchased by the SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA Member Participants during the periods of the first through the fifteenth and the sixteenth through the end of the previous month. Upon execution of this Agreement, and for its entire duration, the SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA warrants that on receipt of these detailed invoices, the SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA shall remit payment in full by a duly authorized Bank Check, Bank Draft, Wire Transfer, or Direct Debit, also referred to as ACH, eCheck, or Online Check, in favor of Elect Rx within 15 calendar days. It is the unequivocal intention of the parties that for the entire term of this Agreement, full payment of these detailed invoices will be remitted within this 15-calendar day period
- 5.5 During the operation of this Agreement, ElectRx agrees to make its` reasonable best efforts to facilitate the fulfillment through the ElectRx Network of all valid prescriptions executed by a duly licensed US Physician, emanating from The SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA Member Participants. After receipt of a valid prescription provided with an Order, ElectRx shall through the appropriate network third party administrator and network fulfillment pharmacy, facilitate the delivery of the Medications directly to The SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA MEMBER Participants by a licensed facility integrated with the United States Postal Service (USPS) within 48 hours of the Pharmacy receiving all necessary documentation to dispense such prescriptions, provided such shipment is subject to the availability of the required Medications being in stock pharmaceuticals. Delivery times will vary at certain times of the year

and USPS/US Customs clearance. This shall not be construed to require the ElectRx Network to facilitate the fulfillment of, or processing of, any prescription which The ElectRx Network believes in good faith, would be illegal, unethical, or unsafe.

- 5.6 During the operation of this Agreement, ElectRx unconditionally warrants that any and all fulfillments of a pharmaceutical product to a SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA Member Participant, through the Elect Rx Network, will always be at the lesser price of either the International Pharmacy price or the prior negotiated Discounted AWP US Mail Order price, as set forth in “The SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA Price List “ such prices and potential causes of fluctuation heretofore referenced above in 5.1, 5.2 and 5.3.

6. HIGH COST SPECIALTY DRUG PRODUCTS

- 6.1 There is no standard scientific definition of a Specialty Drug Product. In general, they are high-cost products that provide precision therapies for complex and sometimes rare diseases. They have novel manufacturing techniques including some preparations derived from living cells that are termed “biologics.” Many have special handling, distribution, and route of administration requirements including oral, intravenous, subcutaneous, and implantation applications.
- 6.2 Specialty Drugs are now much more widely prescribed. Many do not require special handling, storage, or cold chain custody. The ElectRx/SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA Formulary that includes all drugs including Specialty Drugs is subject to change. Additions and deletions are usually done on a quarterly basis or more frequently if required. This frequency is subject to product availability, regulatory changes, and wholesale pricing factors. As enunciated in the foregoing, an updated price list of all currently available pharmaceuticals will be available for review or downloading at any time from the ElectRx web site.
- 6.3 A High Cost Specialty Drug Product will be defined as any drug from this category costing more than \$4000 USD (Four Thousand United States Dollars) for a 30 (Thirty) day supply or less. Because of the attributes of this drug category particularly related to global sourcing, availability, regulatory oversight, wholesale acquisition costs, and supply chain logistics, through the ElectRx networks, the SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA and ElectRx agree to the following terms and conditions with respect to the fulfillment of any high cost Specialty Drug costing over \$4000 USD for a thirty day supply or less, to eligible employee members and dependents from the most current ElectRx Specialty Drug Formulary.
- 6.4 For High Cost Specialty Drug Products required as an ongoing monthly maintenance regimen, no pre-approvals will be required by the BOARD in an effort

to facilitate the time interval for sourcing, processing, shipping, and transit time of up to seven (7) business days, to ensure there is no interruption of an employee's maintenance medication regimen.

- 6.5 The SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA expressly warrants that it will remit payment in full to ElectRx within fifteen (15) calendar days for all high cost specialty drugs purchased under this paragraph upon receipt of any High Cost Specialty Drug Product detailed invoice and confirmation of receipt by the employee member of each and every Specialty Product shipment from ElectRx sources. Upon execution of this agreement, and for its entire duration, THE SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA agrees that on receipt of a detailed invoice included with the invoices received pursuant to section 5.4 of the agreement from the ElectRx Specialty Drug Program for Specialty Drug Products, THE SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA shall remit payment in full within fifteen (15) calendar days
- 6.6 An express mail service with tracking capability will be an integral component of the shipping process and included in the quoted cost of each shipment prior to approval.

7. OBLIGATIONS OF ELECTRX

- 7.1 During the operation of this Agreement, ElectRx agrees to make its` reasonable best efforts to ensure the fulfilling pharmacy is compliant with all current best standards, guidelines, and requirements, or regulatory statutes, regulations, rules and guidelines governing pharmacists and the dispensing of pharmaceuticals, and without limiting the foregoing, ElectRx agrees to make its reasonable best efforts to cause the ElectRx Network to:

- (a) Provide quality assurance as outlined below in the ElectRx Statement of Quality Assurance for THE SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA Drug Benefit Plan:

ElectRX facilitates a network of various independent service providers to enable member participants and their eligible dependents of US based Employer Groups participate in a voluntary program and acquire certain pharmaceutical products for personal consumption from both the United States of America and International Mail Order Pharmacies, at the lowest net cost.

Eligible member participants of THE SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA drug benefit plan will be offered the opportunity to participate in the ElectRx Network subject to certain terms and conditions. By participating in the ElectRx program, each eligible member participant will receive the benefit of a \$0 co-pay for any fulfilled medications through this program.

ElectRx provides the following assurances:

- ElectRx is a fully Pharmacy Benefit Manager (PBM) integrated organization that specializes in providing only the highest quality prescription drug products to end users at the true lowest net cost.
- ElectRx achieves the true lowest net cost for any particular prescription drug product the member participant by directing the fulfillment of your prescription to the source of maximal savings.
- Any and all prescription drug products shipped through our supply chains meet or exceed all safety concerns that have been addressed by the Food and Drug Administration (FDA).
- Elect RX services provided through any channel including US Retail, US Mail Order, International Mail Order, and Specialty Pharmacy, have Pharmacy Benefit Manager (PBM) oversight and are fully insured.
- Elect Rx maintains a laser-like focus on process and safety standards. Our pharmacies are all fully accredited bricks and mortar pharmacies and staffed by fully licensed and regulated Pharmacists in that jurisdiction.
- The Active Pharmaceutical Ingredients (API) of any product being sourced internationally are comparable to the US FDA version.

ElectRx uses the following ways and means to demonstrate similarity:

- ElectRx warrants that we only ship drugs whose product monograph is substantially similar to the FDA approved version of that particular product monograph. The chemical name, chemical description, empirical formula, molecular weight, and the molecule of the active pharmaceutical ingredient, are identical but may be shown in different areas of the product monograph. Drug manufacturers are required by the regulatory bodies in each country to attest to the monographs annually and produce a monograph in every country that the particular drug is sold in.
- Elect Rx only sources drug products from GMP (Good Manufacturing Process) countries whose regulatory environments are comparable to, or more robust than, the United States. These GMP countries include Canada, the United Kingdom, Australia, and New Zealand.
- ElectRx warrants that it only ships drug products when purity and dissolution tests confirm absolute similarity based on the standards set by the United States Pharmacopeia (USP) to determine whether a particular drug meets this expectation, Elect Rx has contracted an approved Good Laboratory Practices (GLP) certified prescription drug testing lab to test FDA approved drugs compared to their locally regulated and approved international counterparts.

- By only providing prescription drugs from GMP countries including Canada, the United Kingdom, New Zealand, and Australia, ElectRx affirms that all prescription medications will only be manufactured in accordance with FDA manufacturing standards or an equivalent regulatory body in facilities that maintain the designation, "FDA Approved Manufacturing Facility" or an equivalent regulatory body.
- ElectRx assures that prescriptions dispensed through the ElectRx network are labeled similarly to those dispensed in the US. The only difference is that ElectRx suppliers cannot put the corresponding NDC number on the specific package/bottle label.
- The Elect Rx network is fully HIPAA compliant. The possibility of an adverse drug event, dangerous drug interaction, or of a client receiving a contraindicated drug product is extremely remote. Utilizing Drug Utilization Reviews or DUR's at multiple points, a pharmacy administration management system and the dispensing Pharmacist will red flag a contraindicated medication after reviewing a patient's drug history and current drug profile. Both the US Attending Physician and the local Dispensing Pharmacist must complete a DUR this process prior to prescribing or dispensing a drug to a patient.
- Elect Rx, on a best effort basis, will contact eligible member participants to obtain permission for second and third prescription refills before the previous prescription expires. We will also advise members to obtain a new 90-day prescription with repeats and a medical file update with the last refill.
- Phone support to eligible member participants will be provided through our call center from 9:00 a.m. to 6:00 PM EST during US business days
- Member participants will be advised of potential prescription or non-prescription drug reactions, interactions, and adverse side effects or appropriate precautions, based on current information available to the Dispensing Pharmacist at the time the prescription is fulfilled. If available, a drug information sheet will be provided with every prescription fulfilled through the ElectRx Network to the covered members.
- Member participants and/or the US Attending Physician will be contacted when a prescription item may be unduly delayed. Examples of when this may occur are for a product in short supply, a DUR issue, postal interruption and if additional information required to fulfill the prescription. In the event a delay occurs, the employee could obtain a limited quantity short-fill prescription through a local pharmacy.
- ElectRx will advise member participants if any of their current medications are ever subject to a recall.
- ElectRx will create and maintain full medication profiles for all participating member participants.

- ElectRx will conduct both retrospective and prospective drug utilization reviews ("DUR's") including current non-prescription/over-the-counter ("OTC") medications and for herbal or nutraceutical type preparations, prior to dispensing the prescribed pharmaceutical medication.
- ElectRx will ensure that all pharmaceuticals are maintained in accordance with appropriate temperature, light, and humidity standards, during warehousing, shipping, and storage, by our fully licensed regulated licensed pharmacy networks.
- Requirements for the fulfillment of pharmaceuticals will be anticipated on a best effort basis to secure adequate inventory of such pharmaceuticals for member participants on a timely basis. ElectRx will always utilize the most cost-effective and competitive shipping rates.
- Elect Rx will always maintain secure warehousing and retail pharmacy facilities.
- ElectRx will ensure that all legal, regulatory, and other relevant documentation, including customs declarations to allow for the personal importation of the pharmaceuticals by the member participant in to the United States are diligently prepared, stored, and forwarded with all fulfilled prescription drug products.
- ElectRx will maintain member participant confidentiality, protect member participant identity and safeguard member participant specific personal health information in order to meet and/or exceed both domestic and international privacy legislation guidelines.
- Any access to an eligible member participants profile is limited to authorized personnel only including the pharmacies/pharmacists/call center personnel and other designated ElectRx Network contractors, employees, the member participant who owns the personal health information, and the US Attending Physician.
- With respect to receipt of, or the storage of, any and all member participant's valid prescriptions duly executed by a US Attending Physician at the ElectRx administration center, it is to be noted that the member participant always retains the original copies of such prescriptions, including repeats. Only copies of those original and subsequent prescriptions, with refills from the US Attending Physician received by facsimile transmission or through the transfer of an image through electronic means are maintained in both hard copy and electronic format at the ElectRx administration center. For regulatory and compliance reasons, and in the event of a termination of this Agreement for any cause, facsimile or electronic copies of images of unused prescriptions can't be transmitted by the ElectRx administration center to any alternate PBM service provider .

(b) Make its best efforts to contact Member Participants to obtain permission for second and third prescription refills before the previous prescription expires and

- automatically advise member participants to obtain a new script and medical file updates with the last refill;
- (c) Provide appropriate patient counselling to Member Participants as reasonably required by the Member Participants;
 - (d) Provide interactive, phone support with Member Participants on an extended hour basis from 9:00 a.m. to 6:00 p.m. Eastern Standard Time during US business days in association with the ElectRx Network participants;
 - (e) Advise Member Participants of potential prescription or non-prescription drug reactions, interactions, and adverse side effects or appropriate precautions, based on current information available to the licensed pharmacist at the time the prescription is fulfilled and, if available , provide a drug information sheet with every prescription fulfilled through the ElectRx Network to the Member Participants;
 - (f) Contact Member Participants and or the US Attending Physician when a prescription item may be unduly delayed;
 - (g) Be available to Member Participants for reviews of current or old medications in the possession of a Member Participant who elects to have their prescription drugs fulfilled through the network advise Member Participants if any of their prescribed medications are ever subject to a manufacturers' recall;
 - (h) Create and maintain full medication profiles for all participating Member Participants;
 - (i) Conduct both retrospective and prospective drug utilization reviews ("DUR's") including current non-prescription / over-the-counter ("OTC") medications and or use of herbal or nutraceutical type preparations, prior to dispensing the pharmaceuticals;
 - (j) Ensure that all pharmaceuticals are maintained within appropriate temperature, light and humidity standards during both storage and shipment by the licensed pharmacy to the Member Participants;
 - (k) Anticipate requirements for the fulfillment of pharmaceuticals and on a best effort basis, secure adequate inventory of such Pharmaceuticals for the relevant Member Participants on a timely basis and at all times, utilize the most cost - effective and competitive shipping means;
 - (l) Maintain adequate storage, processing, sales, warehouse and service facilities, to ensure prompt supply of the pharmaceuticals to the Member Participants;
 - (m) Ensure that all legal, regulatory , and other relevant documentation, including customs declarations to allow for the personal importation of the pharmaceuticals by the member participant in to the United States are diligently prepared, stored, and forwarded with all fulfilled prescription drug products; and

- (n) Make its reasonable best efforts to develop with THE SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA a revolving drug formulary including the option of a limited number of certain High Cost Specialty Drugs with competitive pricing that is mutually agreeable to THE SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA and ElectRx.

7.2 During the operation of this Agreement, ElectRx shall have the ElectRx Network maintain the privacy and confidentiality required by the US HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA) and similar regulatory standards equivalent to any Canadian based College of Pharmacists and any other statutes regulations, rules and guidelines governing the actions of duly licensed Pharmacists and the dispensing of pharmaceuticals applicable to or covering the Pharmacist or dispensing facility by which they are bound and, without limiting the foregoing, ElectRx shall make its reasonable best efforts to have such Pharmacists and dispensing facilities agree to:

- (a) Maintain Member Participant confidentiality, protect Member Participant identity and safeguard Member Participant specific personal health information in order to meet and / or exceed both domestic and international privacy legislation guidelines;
- (b) Limit access to a Member Participants profiles to only the pharmacies / pharmacists and other designated ElectRx Network contractors, employees, the Member Participant who owns the personal health information, and the US attending physician but only if applicable to the regulatory circumstance of the fulfilled pharmaceutical product;
- (c) ElectRx represents and warrants to THE SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA that each pharmaceutical provided by the pharmacy to Member Participants under this Agreement:
 - (i) shall be as prescribed by the Member Participant's US Attending Physician and only after such Physicians certification that that particular Member Participant has utilized such prescription for a minimum of 60 days;
 - (ii) shall be dispensed by a licensed pharmacist working in an accredited pharmacy, in a member country of the British Commonwealth of Nations, who shall have reviewed the Member Participants pharmacological and clinical information and checked the prescription for standard drug interactions and safety profiles;
 - (iii) shall be equivalent in molecular / chemical structure, bioavailability, formulation, strength, and dosage as prescribed by the Member Participant's US attending physician;
 - (iv) Shall be of a chemical formulation and strength that is deemed safe and approved for sale and with a product monograph (product monograph shall mean the standard comprehensive description of the respective

pharmaceutical, including but not limited to all aspects of its pharmacological structure, clinical indications, dosage, attributes, ingredients, side effects, appearance and other descriptive information) that is annually warranted by the manufacturer (and ElectRx further warrants that it shall make its reasonable best efforts to have the pharmacist not knowingly dispense drugs with active ingredients that differ in any material form from the equivalent FDA- approval version, or when the product monograph has not been annually updated by the manufacturer;

- (v) shall be manufactured by a facility with a good manufacturing process (“GMP”) designation, and in a country with a regulatory body substantially similar to or exceeding the standards of the US Food and Drug Administration or Health Canada;
- (vi) shall meet all applicable labelling requirements and in all cases, with labels, cautions and instructions that the pharmacist and ElectRx reasonably believes to be substantially similar to those required by applicable US / Canadian authorities, and written in English;
- (vii) shall be packaged in a childproof container that is an identical or substantially similar container to a standard US container for such pharmaceuticals; and
- (viii) shall be placed in a sealed shipping container for forwarding to THE SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA Member Participant.

7.3 ElectRx shall make every reasonable best effort to have any network pharmacy not fill or ship to THE SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA Member Participant any of the Excluded Medications as detailed below:

- Narcotics and any other Controlled Substance as defined by the FDA.
- Oral antibiotics or other Non – Maintenance Medications including stat orders. (Stat: Immediate fill and initiation mandatory in Attending Physician’s opinion)
- Biologics including but not limited to a wide range of medicinal products such as vaccines, certain blood and blood components, allergenics, somatic cells, gene therapy, tissues and certain recombinant therapeutic proteins created by biological processes (as opposed to chemical).
- Drugs where frequent blood levels are required for titration with respect to narrow therapeutic ranges allied with close clinical observation.
- Certain drugs that may require cold chain custody / refrigeration to preserve therapeutic efficacy, or certain other drugs that are supplied in a vial or may include hardware such as needles or syringes for administration.
- Any Drug that is the subject of current or future FDA Consumer Safety Alerts or a Department of Homeland Security Alert or Process Change. Additions and deletions to the Formulary will be made to reflect the current status of such alerts

or process changes, with timely notification to the affected Member / Plan Sponsor.

7.4 During the operation of this Agreement, ElectRx agrees to;

- (a) Facilitate through The ElectRx Network, secure and lawful collection, storage, and utilization of member participant personal identifying information / personal health information, demographic information, waivers, permissions and credit card information if applicable, relevant ID numbers, in addition to invoicing and payment functions. For services provided through the ElectRx Network for Member Participants;
- (b) Assist THE SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA in arranging for the printing and mailing (at the sole cost of THE SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA) of the items described in section 4.5
- (c) Create relevant electronic links for THE SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA information and data links via the World Wide Web.
- (d) Prepare and submit to THE SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA detailed invoices for all pharmaceuticals purchased by THE SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA Member Participants during the periods of the first through the fifteenth and the sixteenth through the end of the previous month.
- (e) Prepare and submit to THE SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA detailed claims reports on a quarterly basis to validate the monthly invoices.
- (f) Prepare and submit to THE SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA detailed savings reports on all completed claims on a quarterly basis.
- (g) Prepare and submit to THE SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA lost opportunity reports with respect to further potential savings on a quarterly basis.

8. Grievance Resolution Protocol for Pharmaceutical Product Fulfillments

- 8.1 As outlined in the foregoing under 4.2, each supply of Pharmaceuticals through the ElectRx Network to Member Participants shall be a separate and distinct tripartite contract between the dispensing pharmacy, the duly licensed pharmacist, and the Member Participant.
- 8.2 Each fulfillment of pharmaceutical product shall be entitled to specific performance of this Agreement and the obligations of ElectRx outlined under this Agreement.
- 8.3 In the event of a non-delivery, delayed delivery, or the delivery of a disputed pharmaceutical product to a member participant, the following protocol shall apply:
- (a) The copy of the prescription and the date and time received by the Administration Center will be reviewed. If the prescription was received from the Health Center the Medication Order Form and the date and time it was received by the Administration Center will be reviewed.
 - (b) The enrollment data will be reviewed with respect to the accuracy of captured demographic information.
 - (c) The eligibility confirmation process will be reviewed.
 - (d) The dispensing labelling and shipping sign off protocols at the dispensing pharmacy will be reviewed.
 - (e) Digital audio recordings of any and all Call Center encounters with the relevant member participant will be reviewed.
 - (f) If the fulfillment and delivery of any pharmaceutical product by a Pharmacy operating within the ElectRx Networks to any SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA Member Participant was delayed, not delivered, or otherwise compromised resulting from actions or inactions directly referable to ElectRx or its network participants, there will be no applicable charges relating to that specific fulfillment to either the member participant or THE SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA.
 - (g) To ensure therapeutic goals continuity a “short fill” of the relevant pharmaceutical product can be procured by the member participant at a local retail pharmacy Elect Rx will be responsible for any applicable co-pays incurred by the member participant for that “short fill” of up the thirty (30) days’ supply.
 - (h) Elect Rx and its network participants unequivocally reserve their rights to utilize any and all data in any and all formats within their administration systems to determine the responsible party or parties for any non- delivery, delayed delivery, or the delivery of a disputed pharmaceutical product to any member participant and to communicate this data to the Benefits Manager of THE SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA or their HIPAA designated representative, should any PHI (Personal Health Information) be part of the necessary disclosure to resolve such matter.

9. **TERMINATION**

9.1 THE SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA may in its sole discretion terminate this Agreement without notice or delay upon the happening of any of the following events:

- (a) The material breach by ElectRx of any of the terms or conditions of this Agreement, which breach cannot be corrected and or rectified within 30 (thirty) days of Elect Rx being notified of said breach by THE SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA; or
- (b) ElectRx becoming insolvent or being unable to pay its debts as they generally become due; or
- (c) ElectRx making an assignment in bankruptcy; or
- (d) A receiver or trustee of ElectRx being appointed, provided such appointment is not vacated within thirty days from the date of such appointment; or
- (e) If the supply of Pharmaceuticals by a Pharmacy operating within the ElectRx Networks to any SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA Member Participant is found or deemed by either US or Canadian enforcement authorities to be not substantially equivalent to a Pharmaceutical prescribed or dispensed under all the terms and conditions of Section 7.1 (a) or 7.2 (c).
- (f) Regardless of the foregoing and for greater certainty, the "SCHOOL BOARD" reserves the right to terminate this Agreement without cause by giving thirty (30) days written notice to ElectRx.

9.2 ElectRx may in its sole discretion terminate this Agreement without notice or delay upon happening of any of the following events;

- (a) The material breach by THE SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA of any of the terms or conditions of this Agreement which breach cannot be corrected and or rectified within 30 days of THE SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA being notified of said breach by ElectRx; or
- (b) THE SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA becoming insolvent or being unable to pay its debts as they generally become due; or
- (c) THE SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA making an assignment in bankruptcy; or
- (d) A receiver or trustee for THE SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA being appointed provided such appointment is not vacated within thirty days from the date of such appointment; or
- (e) If the supply of Pharmaceuticals by a Pharmacy operating within the ElectRx network to THE SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA Member Participants is found or deemed by US or Canadian enforcement authorities, to be illegal or contrary to any rule, regulation or guideline of any governmental or regulatory authority.

9.3 Upon termination of this Agreement for any reason whatsoever THE SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA shall:

- (a) Release to ElectRx all right and privileges granted by this Agreement;
- (b) Return to ElectRx all the advertising, information or technical material given to THE SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA by ElectRx and;
- (c) Take reasonable steps to ensure that all amounts that are due and payable to ElectRx (and that are not disputed by THE SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA acting in good faith) are paid within thirty (30) days of such termination;

This paragraph 9.3 shall survive the termination of this Agreement. Notwithstanding the above, THE SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA, upon thirty (30) days' notice to ElectRx, may terminate this Agreement without giving any substantive reason to ElectRx.

9.4 In the event of the termination of this Agreement as a result of the application of either 9.1 (e) or 9.2 (e) of this Agreement:

- (a) ElectRx shall not by reason of such termination be liable to THE SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA for compensation reimbursement or damages on account of the loss of prospective savings for MemberParticipants on anticipated purchases; on account of loss of anticipated cost savings; or on account of expenditures, investments, leases, or commitments in connection therewith; and
- (b) THE SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA shall not by any reason of such termination be liable to ElectRx for compensation, reimbursement or damages on accounts of the loss of revenue, anticipated gross or net profits, or on account of expenditures, investments, leases or commitments in connection therewith;

9.5 In the event of the termination of this agreement for any cause ElectRx shall:

- (a) Provide to THE SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA or alternate PBM service provider a data file of all open refills (any unused prescription refills from a US Attending Physician) for any member participant.
- (b) A claims data file for the previous 12 months (minimum) in a file format mutually agreeable by both parties.

10. REGULATORY AMBIGUITY / ASSUMPTION OF RISK

10.1 The parties recognize that significant ambiguities exist in the interpretation and enforcement of the current rules and laws governing the importation of pharmaceuticals into the US. In the event conduct or actions under this Agreement are questioned, investigated or challenged by either US or Canadians enforcement authorities the parties, to the extent deemed feasible and advisable in each of the parties' respective separate business judgement, acting in good faith, shall work together in good faith to:

- (a) Defend any enforcements activity;
- (b) Resolve any issues or concerns raised in the enforcement action; and
- (c) If requested by the authorities and using reasonable efforts in each party's separate business judgment, reform this Agreement to address issues raised in the enforcement while continuing to accomplish the goal and spirit of this Agreement;
- (d) Notwithstanding the above, THE SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA retains the right to terminate this Agreement without notice or delay, upon receiving any questions investigation, or challenges by US or Canadian enforcement agencies.

10.2 If the parties' efforts to reform this Agreement as described in Section 10.1 fail, this Agreement shall terminate. Upon termination pursuant to this Section each party shall fulfill its remaining obligations of payment or performance through the date of termination to the extent allowable and in compliance with law and for greater certainty, shall have no further liability to each other.

11. FORCE MAJEURE

11.1 In the event of an inability or failure by ElectRx to arrange the supply or shipment of Pharmaceuticals to THE SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA Member Participants as contemplated by this agreement by reason of any fire, explosion, war riot, strike, walk-out, labor controversy, flood, shortage of water, power, labor, transportation facilities or necessary materials or supplies, default or failure of carriers, act of God or public enemy, any law, act or order of any court, board, government or other authority of competent jurisdiction, or order of any court, board, government or other authority of competent jurisdiction, or any other direct cause (whether or not of the same character as the foregoing) beyond the control of ElectRx, then ElectRx shall not be liable to arrange for the supply or shipment of such pharmaceuticals during the period and to the extent of such inability or failure. Under similar conditions affecting the ability of THE SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA to obtain new Member Participants, any agreed to time frame for securing new Member Participants shall be suspended during the period of existence of the foregoing listed conditions.

12. INDEMNIFICATION AND LIABILITY

12.1 "If and to the extent allowed by Florida law, and without waiving the limits of sovereign immunity as set forth in section 768.28, Florida Statutes, "THE SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA" agrees that it shall at all times indemnify and hold ElectRx , safe and harmless from and against any and all actions, manner of actions, causes of actions, liabilities, claims and demands, suits, attorneys' fees, damages, losses or injuries, expenses or otherwise which may be brought against ElectRx directly for personal injuries, death or property damage

suffered by any person, firm or corporation arising from or in any way connected with the breach of the covenant and agreements of ElectRx as set forth in this Agreement unless such losses, damages and expenses are incurred or sustained as a substantial result of the negligence or default of ElectRx..

- 12.2 ElectRx agrees that it shall at all times indemnify and hold THE SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA safe and harmless from and against any and all actions, manner of actions, causes of actions, liabilities, claims and demands, suits, damages, loses or injuries, expenses or otherwise which may be brought against THE SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA for personal injuries, death or property damage suffered by any person firm or corporation arising from or in any way connected with the breach of the covenants and agreements of ElectRx as set forth in this Agreement, unless such losses, damages and expenses are incurred or sustained as a result of the willful negligence or gross default of THE SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA ElectRx agrees to name THE SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA as a co-insured on its Errors and Omissions and General Liability Insurance Policy. THE SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA agrees that the scope of that indemnification by ElectRx will be limited by the entire terms and conditions of that Insurance Policy and being a maximum of \$2 million General Liability and \$1 million Errors and Omissions per occurrence during a calendar year
- 12.3 During the term of this Agreement, ELECTRX warrants that:
- (a) Independent contractors, agents, or representatives, of the Elect Rx Network, who procure, fulfill, and ship, prescription drug products to eligible beneficiaries of SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA. Pharmacy Benefits Plan, holding a duly executed, valid, and clinically indicated, prescription for such product from a licensed US Physician, maintain sufficient comprehensive general liability, and professional liability and Cyber Security Breach insurance, as shall be necessary to insure ELECTRX, its employees, agents, independent contractors, and representatives against claims for damages occasioned directly or indirectly in connection with services provided by ELECTRX under the terms of this Agreement.
 - (b) Such general liability and professional policies shall be in an amount of not less than One Million Dollars (\$1,000,000) per occurrence and Four Million Dollars (\$4,000,000) aggregate shall be provided and maintained by ElectRx.
 - (c) As such, ELECT RX agrees to indemnify, hold safe and harmless, THE SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA, from and against any and all actions, causes of actions, liabilities, claims and demands, suits, damages, losses, or injuries, expenses or otherwise, which may be brought against THE SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA, for personal injuries to, or the death of any eligible beneficiary of THE SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA pharmacy benefits plan, arising from or connected with the liability of independent contractors, agents, or representatives of the Elect Rx Network, for the incorrect fulfillment of a duly authorized, valid, and, clinically indicated prescription drug product, or for any breach in the chain of care, custody, and control, of prescription drug products, while in the Elect Rx Network, that resulted in the fulfillment of an

inappropriate pharmaceutical substance through the Elect Rx Network, to an eligible member of THE SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA Pharmacy Benefits Plan. Notwithstanding the foregoing, ELECT RX, and or its employees, independent contractors, agents, or representatives, shall have no direct or indirect liability for any losses, damages, or expenses incurred or sustained as a result of the willful actions, direct negligence or default of any kind, by an eligible beneficiary of THE SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA pharmacy benefits plan, with respect to the inappropriate degradation, debasement, tampering, storage, utilization, or consumption of, such pharmaceutical products.

13. GENERAL

- 13.1 This Agreement shall be governed by the laws of the State of Florida, without reference to its conflict of law's provisions, as to all matters concerning the Agreement's execution, interpretation, enforcement and validity. Each of the parties to this Agreement irrevocably and unconditionally agrees to submit and consents to the exercise of subject matter and personal jurisdiction over each of the parties by the appropriate court in and for THE SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA, State of Florida and of the Federal Courts sitting in the State of Florida for the purposes of any action, suit or proceeding arising out of or relating to this Agreement or the transactions between the parties contemplated by this Agreement, and each party agrees not to commence any such action or proceeding except in such courts.
- 13.2 Time shall be of the essence of this Agreement and of each and every part hereof.
- 13.3 Any notices, consents, approvals, statements, authorizations, documents, or other communications (collectively Notices) required or permitted to be given hereunder shall be in writing, and shall be delivered personally (which shall include confirmed or receipted delivery by a courier) or mailed by registered mail, postage prepaid, to the parties at their respective addresses set forth hereunder, namely:

To ElectRx and Health Solutions LLC at:
17230 Mack Ave
Grosse Pointe, MI 48230
United States of America
Tel. No.: (248) 593-7948

And with a copy to:
Christopher R. Martella Esq.
Kemp Klein Law Firm
201 W. Big Beaver, Suite 600
Troy, Michigan 48084
United States of America
Tel. No.: (248) 528-1111

To THE SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA at:

THE SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA
817 Bill Beck Boulevard
Kissimmee, FL 34744
United States
Attn:

Or at any such other address or addresses as may be given by any of them to the other in writing from time to time. Such notices if mailed, shall be deemed to have been given on the fourth business day (excluding Saturday and Sundays) following such mailing or if delivered personally shall be deemed to have been given on the day of delivery, if a business day, or if not a business day, on the business day next following the day of delivery; provided that if such notice shall have been mailed and if regular mail service shall be interrupted by strike or other irregularity before the deemed receipt of such notice as aforesaid, then such notice shall not be effective unless delivered

- 13.4 No waiver by any party of any breach by any other party of any of its covenants, obligations and agreements hereunder shall be a waiver of any subsequent breach of any other covenant, obligation, or agreement, nor shall any forbearance to seek a remedy for any breach be a waiver of any rights and remedies with respect to such or any subsequent breach.
- 13.5 All terms and words used in this Agreement, regardless of the number, and gender, in which they are used, shall be deemed or construed to include any other number, singular or plural, and any other gender, masculine or feminine, or neuter as the context or sense of this Agreement or any paragraph or clause herein may require the same as if such words had been fully and properly written in the appropriate number and gender.
- 13.6 The parties hereto agree that should any clause, condition or term, or any part thereof, contained in this Agreement shall be unenforceable or prohibited by law or by any present or future legislation then such clause, condition, term or part thereof shall be amended, and is hereby amended, so as to be in compliance with the said legislation or law but if such clause condition or term or part thereof cannot be amended so as to be in compliance with any such legislation of law, then such clause condition, term or part thereof shall be severable from this Agreement, and all the rest of the clauses, terms and conditions or parts thereof contained in this Agreement, shall remain unimpaired and of full force and effect.
- 13.7 THE SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA shall not be entitled to assign its rights and obligations under this agreement without the express written consent of ElectRx. ElectRx shall have the right to transfer and assign its rights and obligations under this Agreement to any third party with the prior written approval of THE SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA; such approval shall not be untimely or unreasonably withheld. ElectRx shall provide THE SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA with at least ninety (90) day written notice regarding any intent to transfer and assign its rights and obligations under this Agreement.
- 13.8 This Agreement shall be binding upon and inure to the benefit of the parties hereto

and their respective successors and assigns.

- 13.9 During each Contract Year, THE SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA, at its sole expense, may audit ElectRx's records of claims adjudicated during the prior Contract Year. ElectRx shall make available to THE SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA' auditor, any and all financial records containing THE SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA' information and such other records as reasonably necessary for auditor to confirm that the amounts paid by ElectRx are the cost to ElectRx on the day the Covered Medication was dispensed. THE SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA understands that ElectRx's contracts with pharmaceutical manufacturers, Participating Pharmacies, and other third parties may contain non-disclosure provisions, and hereby agrees to comply with such non-disclosure provisions. THE SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA' auditor shall execute a conflicts of interest disclosure and confidentiality agreement with ElectRx prior to audit. Audits shall only be made during normal business hours following thirty (30) day written notice, be conducted without undue interference to ElectRx's business activity and in accordance with reasonable audit practices. THE SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA' auditor may inspect ElectRx's contract with Participating Pharmacies and pharmaceutical manufacturers at ElectRx's offices only, and no copies of such contracts may be removed from ElectRx's offices. THE SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA agrees to disclose draft report and findings to ElectRx with a reasonable period of time to respond to such findings. THE SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA agrees to disclose the findings and methodologies of a completed audit and provide ElectRx within a reasonable period of time to respond to such findings and methodologies before a demand is made by THE SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA for amounts it believes are due from ElectRx.
- 13.10 ElectRx must comply with Florida public records laws, including but not limited to chapter 119, Florida Statutes and section 24 of article I of the Constitution of Florida.

14. **ASSIGNMENT**

- 14.1 The parties to this Agreement may only assign this Agreement and its rights, interests, and obligations, wholly or partially, with the prior written consent of the other party, such consent not to be unreasonably withheld, delayed or conditioned. For greater certainty, in the event of a business reorganization, consolidation, sale, merger, or transfer, the written consent of the other party will be required to assign the rights, interests, and obligations of this Agreement to any Affiliate or Third Party. Again, such consent shall not be unreasonably withheld, delayed, or conditioned by the other party.

IN WITNESS WHEREOF the parties have duly executed this Agreement of the date first written above.
SIGNED SEALED AND DELIVERED

In the presence of

ElectRx Health Solutions LLC

PER 

Name: JEFFREY DINSMORE

Title: MANAGING PARTNER

THE SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA

PER 

Name: Clarence Thacker

Title: Chair

EXHIBIT A IMPLEMENTATION PLAN

Key Deliverables

Phase 1

- Finalization of key contact and operational personnel from THE SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA HR /Benefits.
- Finalization of key contact and operational personnel from THE SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA Health Center.
- Confirm specific roles and responsibilities for the assigned personnel.
- Establish oversight requirements for RosenCare Client Relationship Managers.
- Co-pay amounts to be formalized at \$0 Co-Pay for the first fill and \$0 Co-pays for all subsequent refills.
- Introduction conference call and portal demonstration with our partner Global for key SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA HR/Benefit and other key stakeholder personnel. A mutual time and mode of communication (Skype/GoTo Meeting /Telephone) will be confirmed with a pre-circulated agenda.
- Eligibility feeds: methodology and frequency to be finalized.
- Dedicated web-based links for educational video / member enrollment / account activation / formulary links to be provided including web-based links for HR/Benefits for formulary and pricing inquiries.
- Final customization by SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA HR/Benefits leadership of promotional materials for purpose specific communication to promote the program to all stakeholders including employee members / spouses /retirees.
- Meeting with Health Center personnel for high level education and training on the key attributes of the ElectRx program.
- SOP protocols for enrollment and medication order process for employee members through the Health Center.
- Train Health Center staff in the potential identification of significant savings opportunities for employee members utilizing legacy prescription drug claims.
- Educate clinic personnel in communication techniques with plan members in highlighting the benefits of ElectRx programs and when and where savings alternatives exist and can be utilized for various Brand Medications and some Specialty Medications.
- Ongoing plan review and savings to date/lost opportunities reports with Health Center personnel.
- Calibrate and optimize plan design changes based on feedback from Health Center personnel to drive further utilization and savings. .
- Process flow information sheets for enrollment and activation to be provided to the SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA in electronic format.
- Determine the best modes of communication with eligible retirees if applicable to ensure their robust participation in the program.

Phase 2

- Finalization of key contact and operational personnel from the SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA BOARDs for the “Train the Trainers” program.

- Confirm specific roles and responsibilities for the assigned personnel.
- Call Center leadership and CSR's (Customer Service Personnel) personnel to be briefed and trained: a 14-day lead time requirement.
- Final customization of promotional content and materials both web based and hard copy and educational video presentations.
- Enrollment meeting dates / venues/ with trainer leaders / employee leaders and key individual employees from various departments and BOARDS to be determined.
- Determine if a specific forum for employees, spouses, and retirees is also necessary to drive enrollment and downstream participation.



Contract # C-20-0465-LK-A1
Approval Date: 08/04/2020

The School District of Osceola County, Florida

Services Agreement Renewal

This **Services Agreement Renewal** is entered into the date last written below, by the School Board of Osceola County, Florida, 817 Bill Beck Boulevard, Kissimmee, Florida 34744-4492, ("**School Board**") and **ElectRx and Health Solutions, LLC** with an address of 17230 Mack Avenue, Grosse Pointe, MI 48230 (hereinafter called "**Contractor**").

WHEREAS, the School Board and the Contractor entered into that certain Services Agreement dated September 24, 2019 and bearing Contract No.:C-20-0465-LK (hereinafter "**Original Agreement**"); and

WHEREAS, pursuant to said Original Agreement, Contractor provides the following services to the School Board: Facilitate a network of various independent service provider that enables SDOC employees and their dependents to participate in a voluntary program that enables the Acquisition of pharmaceutical products for personal consumption from both the United States of America and International Mail Order Pharmacies at the lowest net cost; and

WHEREAS, Section 2 of the Services Agreement provides that the Agreement may be renewed annually for a total contract length of five (5) years ("**Renewal Option**") under the same terms and conditions as the original Agreement.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein, the parties agree as follows:

1. The parties agree to exercise the First (1st) Renewal Option.
2. The Renewed Services Agreement shall commence on September 1, 2020 and expire on September 30, 2021. The thirteen (13) month period is to get the contract on the SDOC's Health Services Benefits Calendar of October 1st through September 30th.
3. Cost for services will be over \$50,000.00 (depends on usage by plan members). Future services will be processed by Aither Health, LLC under Medical Administrative Services starting October 1, 2020.
4. All other terms and conditions of the Original Agreement shall remain in full force and effect.

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

THE SCHOOL BOARD OF
OSCEOLA COUNTY, FLORIDA

By: 
Kelvin Soto, Chair

Date: 8/4/2020

CONTRACTOR: ELECTRX AND HEALTH
SOLUTIONS, LLC

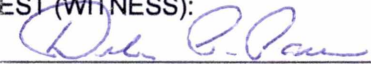
By: 

Print Name: JEFF DINSMORE

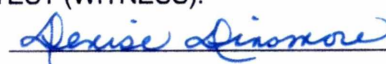
Print Title: MANAGING PARTNER

Date: JULY 15/2020

ATTEST (WITNESS):

By: 
Dr. Debra Pace, Superintendent

ATTEST (WITNESS):

By: 
Print Name: DENISE DINSMORE
Title: ADMINISTRATOR

YEAR	FND	CNTR	PROJECT	FUNC	OBJT	PRG	S	AMOUNT
20-21	711	9510	7110000	9900	7700	000	0	OVER 50,000.00 Depends on Usage

Send required insurance certificates and current Osceola Tax Receipt to the Purchasing Department.

Contractor Contact Name: Jeffery Dinsmore, Managing Partner

Email Address: Jdinsmore@electrx.com

Phone Number: (248) 593-7948



Contract # C-20-0465-LK-A2
Approval Date: _____

The School District of Osceola County, Florida

Second Amendment to Agreement

Contract Renewal

This **Second Amendment to Agreement - Contract Renewal** is entered into the date last written below, by the School Board of Osceola County, Florida, 817 Bill Beck Boulevard, Kissimmee, Florida 34744-4492, ("**School Board**") and **ElectRx and Health Solutions, LLC**, with an address of 17230 Mack Avenue, Grosse Pointe, MI 48230 (hereinafter called "**Contractor**").

WHEREAS, School Board and **Contractor** entered into that certain Agreement dated September 24, 2019 and bearing Contract No.: C-20-0465-LK (hereinafter "**Original Agreement**"; and the First Amendment to renew the contract dated August 4, 2020, and

WHEREAS, pursuant to said Original Agreement, Contractor provides the following services to the School Board: Provides for personal importation of high cost, name-brand Medications through a network of independent international mail-order pharmacies at zero cost to those covered under the health services plan and a reduced cost to the trust fund; and

WHEREAS, Section 2 of the Original Agreement provides that the Agreement may be renewed annually for a total contract length of five (5) years ("Renewal Option") under the same terms and conditions as the original Agreement.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein, the parties agree as follows:

1. The parties agree to exercise the Second (2nd) Renewal Option.
2. The Second Amendment to renew this Services Agreement shall commence on October 1, 2021 and expire September 30, 2022.
3. Cost for services will be over \$50,000.00 (depends on usage by plan members), services are processed by Aither Health, LLC under the Medical Administrative Services Agreement.
4. All other terms and conditions of the Original Agreement dated September 24, 2019 and the First Amendment dated August 4, 2020 shall remain in full force and effect.

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

THE SCHOOL BOARD OF
OSCEOLA COUNTY, FLORIDA

CONTRACTOR: ELECTRX AND HEALTH
SOLUTIONS, LLC

By: _____
Clarence Thacker, Chair

Date: _____

By: _____
[Signature]

Print Name: JEFFREY DINSMORE

Print Title: MEMBER

Date: MAY 24/2021

ATTEST (WITNESS):

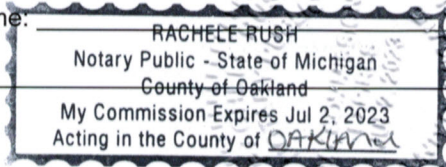
By: _____
Dr. Debra Pace, Superintendent

ATTEST (WITNESS):

By: _____ *[Signature]* 5/25/21

Print Name: _____

Title: _____



YEAR	FND	CNTR	PROJECT	FUNC	OBJT	PRG	S	AMOUNT
21-22	711	9510	7110000	9900	7700	000	0	Over \$50,000.00 Depends on Usage

Send required insurance certificates and current Osceola Tax Receipt to the Purchasing Department.

Contractor Contact Name: Jeffery Dinsmore, Managing Partner

Email Address: JDinsmore@electrx.com

Phone Number: (248) 593-7948



THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA
SCHOOL BOARD AGENDA
CONTRACT SUMMARY SHEET

CONTRACT NO.: _____

CONTRACT INFORMATION

LEGAL NAME OF COMPANY: _____
Address: _____
City, State and Zip Code: _____

TERM of CONTRACT: From: _____ To: _____
Renewal Options: From: _____ To: _____

DESCRIPTION OF SERVICES:

LOCATION OF SERVICES:

TOTAL DOLLAR AMOUNT OF CONTRACT:

PRIOR CONTRACT AMOUNT:

SCHOOL/DEPARTMENT NAME: _____
SCHOOL/DEPARTMENT CONTACT: _____ **EXT:** _____
REQUESTING ADMINISTRATOR(S): _____

FUNDING SOURCE (BUDGET STRIP):

----- **PURCHASING DEPARTMENT** -----

Buyer Initials		Memo/Checklist Complete	
Funding Source		Administrator Approval	<\$3,000
Type of Agreement		Superintendent Approval	<\$50,000
Sunbiz.org		Board Approval	>\$50,000
Insurance Required		Board Approval	Other
Vendorlink Registered		<i>For Board Approval</i>	
		Agenda Prepared By:	
Relate to another Contract? If Yes,		Date Contract Submitted to Dept.:	
If yes, Original No.:		Date Approved by Board:	

Notes:

Final Approval for Submission to Superintendent/School Board

PURCHASING DIRECTOR: _____ **DATE:** _____



Contract # C-20-0465-LK-A3
Approval Date: 7/12/2022

The School District of Osceola County, Florida

Third Amendment to Agreement

Contract Renewal

This Third Amendment to Agreement - Contract Renewal is entered into the date last written below, by the School Board of Osceola County, Florida, 817 Bill Beck Boulevard, Kissimmee, Florida 34744-4492, ("School Board") and *Elect Rx and Health Solutions, LLC*, with an address of 17230 Mack Avenue, Grosse Pointe, MI 48230 (hereinafter called "Contractor").

WHEREAS, School Board and Contractor entered into that certain Agreement dated September 24, 2019, and bearing Contract No.: C-20-0465-LK (hereinafter "**Original Agreement**"; and the First Amendment to renew the contract dated August 4, 2020, and the Second Amendment to renew the contract dated June 15, 2021, and

WHEREAS, pursuant to said Original Agreement, Contractor provides the following services to the School Board: Provides for personal importation of high cost, name-brand Medications through a network of independent international mail-order pharmacies at zero cost to those covered under the health services plan and a reduced cost to the trust fund; and

WHEREAS, Section 2 of the Original Agreement provides that the Agreement may be renewed annually for a total contract length of five (5) years ("Renewal Option") under the same terms and conditions as the original Agreement.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein, the parties agree as follows:

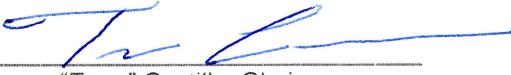
1. The parties agree to exercise the Second (2nd) Renewal Option.
2. The Third Amendment to renew this Services Agreement shall commence on October 1, 2022 and expire September 30, 2023.
3. Cost for services will be over \$50,000.00 (depends on usage by plan members), services are processed by Employee Benefit Management Services, LLC "EBMS" under the Medical Administrative Services Agreement.
4. All other terms and conditions of the Original Agreement dated September 24, 2019, and the First Amendment dated August 4, 2020, and the Second Amendment dated June 15, 2021, shall remain in full force and effect.


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

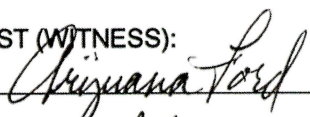
THE SCHOOL BOARD OF
OSCEOLA COUNTY, FLORIDA

CONTRACTOR: ELECT RX AND HEALTH
SOLUTIONS, LLC

By: 
Teresa "Terry" Castillo, Chair
Date: 7/12/22

By: 
Print Name: JEFFREY DINSMORE
Print Title: MEMBER
Date: JUNE 17/22

ATTEST (WITNESS):
By: 
Dr. Debra Pace, Superintendent

ATTEST (WITNESS):
By: 
Print Name: Arijuana Ford
Title: Customer Service Rep. 53rd Ban

YEAR	FND	CNTR	PROJECT	FUNC	OBJT	PRG	S	AMOUNT
22-23	711	9510	7110000	9900	7700	000	0	Over \$50,000.00 Depends on Usage

Send required insurance certificates and current Osceola Tax Receipt to the Purchasing Department.

Contractor Contact Name: Jeffery Dinsmore, Managing Partner
Email Address: JDinsmore@electrx.com
Phone Number: (248) 593-7948

School District of Osceola County
 ElectRx Drug List June 2024
 Personal Importation Program (90-day supplies)
 Brand Medications Available Through ElectRx

ElectRx Customer Service: 1-855-353-2879
 Open 8:30AM to 4:30PM M-F
 Physician Fax: 1-833-353-2879



Please call Customer Service if you do not see your Drug listed!

Drug Name	Drug Name	Drug Name	Drug Name	Drug Name	Drug Name	Drug Name
Actemra	Ciprodex Ear Drops	Evotaz	Kesimpta*	Nubeqa	Renagel	Tekturna
Aklief Cream	Combigan	Exelon Patches	Kisqali*	Nucala	Rexulti	Tivicay*
Alecensa*	Combipatch	Fareston	Kombiglyze XR	Nuvaring	Ridaura	Toviaz
Alomide	Combivent	Farxiga	Lacrisert	Ocaliva*	Rinvoq*	Travatan Z Eye Drops
Alphagan P	Complera*	Ferriprox	Latuda	Odefsey	Rybelsus	Trelegy Ellipta
Alrex	Copaxone	Fetzima	Lenvima*	Ofev 100MG*	Sancuso	Tremfya*
Alvesco	Corlanor	Flovent	Lexiva*	Ofev150MG*	Saphris	Tribenzor
Amjevita*	Cosentyx	Flovent HFA	Lialda	Olumiant*	Savaysa	Trintellix
Anoro Ellipta	Cosopt PF	Forteo	Linzess	Ongentys	Saxenda	Triumeq*
Aptiom	Creon	Fosamax D	Lonsurf	Oralair	Selzentry*	Trulance
Arazlo Lotion	Crinone Gel	Frova	Lotemax Eye Drops	Orencia	Serevent	Trulicity 0.75mg
Arnuity Ellipta	Cuprimine	Genotropin	Lupron Depot	Orilissa	Simbrinza	Trulicity 1.5mg
Asacol HD	Daliresp	Genvoya*	Lynparza*	Osphena	Simponi*	Tudorza Pressair
Asmanex	Daraprim	Gilenya*	Mayzent - 0.25MG*	Otezla*	Skyrizi*	Tykerb
Atrovent	Delstrigo	Gleostine	Mayzent - 2MG*	Oxytrol	Slynd	Uceris
Aubagio*	Dexilant	Glyxambi	Mekinst - 0.5MG*	Ozempic	Soliqua	Velphoro
Avonex	Diclegis	Grastek	Mekinst - 2MG*	Pentasa	Soolantra	Veltassa
Azilect	Dipentum	Humatrope	Mestinon 180MG	Pifeltro	Spiriva	Verzenio*
Azopt	Divigel	Humira*	Migranal	Piqray*	Spiriva Respimat	Viberzi
Baqsimi	Dovato	Ibrance*	Motegrity	Plaquenil	Sprycel*	Victoza
Benlysta	Duaklir Pressair	Imbruvica*	Movantik	Pradaxa	Steglatro	Votrient*
Bepreve	Dulera	Incruse Ellipta	Multaq	Premarin	Stelara*	Vraylar
Besivance	Edarbi	Intelligence	Myfembree	Prempo	Stiolto	Vumerity
Betoptic S	Edarbyclor	Invega	Myleran	Prevacid Solutab	Stivarga	Vyzulta
Bevespi Aerosphere	Edecrin	Invokamet	Myrbetriq	Prezcobix	Stribild*	Wakix
Biktarvy*	Edurant	Invokana	Natazia	Prezista*	Striverdi	Xadago
Binosto	Eliquis	Iressa*	Neulasta	Promacta*	Sutent - 12.5MG*	Xarelto
Breo Ellipta	Elmiron	Isentress*	Neupogen	Pulmicort	Sutent - 25MG*	Xeljanz
Breztri Aerosphere	Emcyt	Isentress HD*	Neupro	Pulmozyme*	Sutent - 50MG*	Xeljanz XR
Brilinta	Emtriva	Jakafi*	Nevanac	Qulipta 30mg	Symbicort Inhaler	Xifaxan - 200MG
Briviact	Enbrel*	Janumet	Nexavar*	Qulipta 60mg	Symtuza*	Xifaxan - 550MG
Cabometyx*	Entocort	Janumet XR	Nexium Packets	Qtern	Synarel	Xigduo XR
Canasa	Entresto	Januvia	Nexletol	Qvar Redihaler	Synjardy	Xiidra
Cardura XL	Entyvio*	Jardiance	Nexlizet	Rebif	Tafinlar*	Xtandi
Cequa	Envarsus XR	Jublia Topical Solution	Nextstellis	Relpax	Tagrisso*	Zeposia*
Cimzia*	Erleada*	Juluca*	Nitrolingual		Taltz*	Zolanza*
	Esbriet	Kaletra*	Nocdurna		Tarceva*	Zomig Spray
	Estring		Norditropin		Tasmar	Zovirax Cream
	Estrogel		Noritrate			
	Eucrisa Ointment					

Need to confirm diabetes in order to receive these medications

*This medication will only be dispensed as a one month supply due to the high cost of this medication.

Black - Global/BBG
 RED - TrueNorth

Vimeo is hosting one here: <https://vimeo.com/105646309>



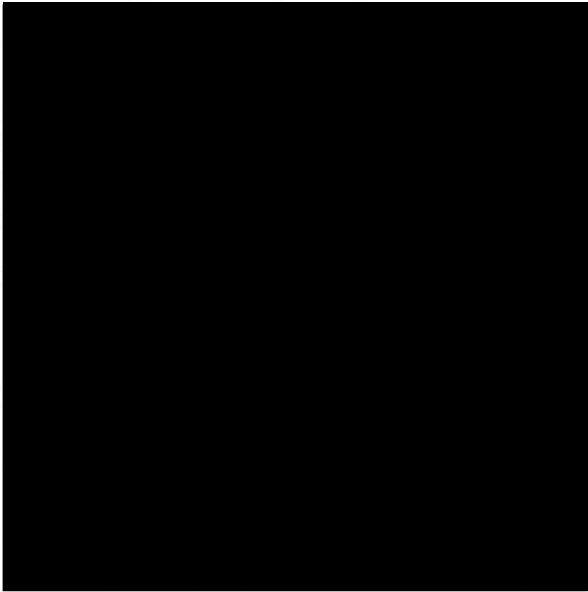
PO Box 2017
Elyria OH 44036

Invoice

Date	Invoice #
4/5/2024	ERX06304D06

Bill To
Brownsville Ind School District

Terms

Quantity	Description	Rate	Amount
	Shipment Period March 16-31, 2024	5,095.89	5,095.89
			
Total			\$5,095.89



Pharmacy Benefit Strategists

PO Box 2017
Elyria OH 44036

Invoice

Date	Invoice #
4/19/2024	ERX06304D07

Bill To
Brownsville Ind School District

Terms

Quantity	Description	Rate	Amount
	Shipment Period April 1-15, 2024	1,692.97	1,692.97
		Total	\$1,692.97



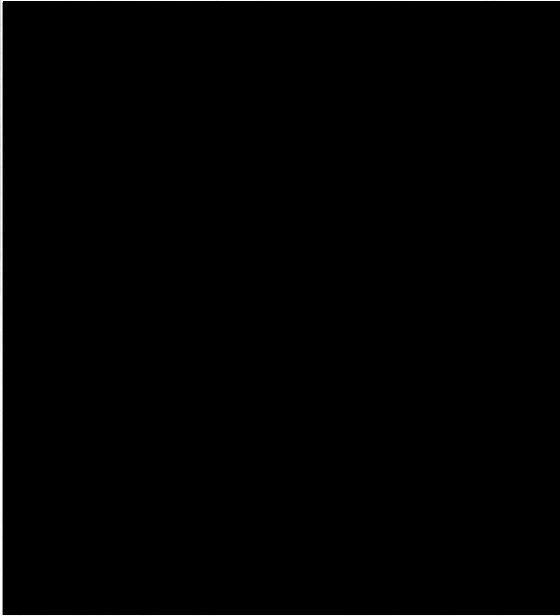
PO Box 2017
Elyria OH 44036

Invoice

Date	Invoice #
5/7/2024	ERX06304D08

Bill To
Brownsville Ind School District

Terms
Net 15

Quantity	Description	Rate	Amount
	Shipment Period April 16-30, 2024	11,231.72	11,231.72
			
Total			\$11,231.72



PO Box 2017
Elyria OH 44036

Invoice

Date	Invoice #
5/23/2024	ERX06304D09

Bill To
Brownsville Ind School District

Terms
Net 15

Quantity	Description	Rate	Amount
	Shipment Period May 1-15, 2024	12,912.12	12,912.12
		Total	\$12,912.12



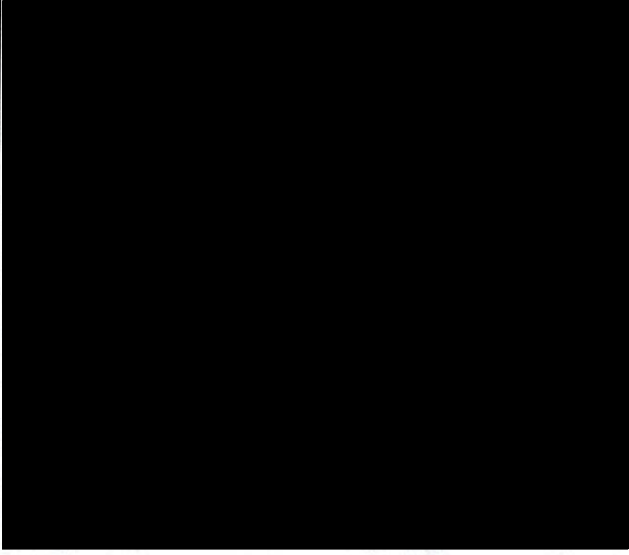
PO Box 2017
Elyria OH 44036

Invoice

Date	Invoice #
6/6/2024	ERX06304010

Bill To
Brownsville Ind School District

Terms
Net 15

Quantity	Description	Rate	Amount
	Shipment Period May 16-31, 2024	6,460.59	6,460.59
			
Total			\$6,460.59




PO Box 2017
Elyria OH 44036

Invoice

Date	Invoice #
6/18/2024	ERX06304011

Bill To
Brownsville Ind School District

Terms
Net 15

Quantity	Description	Rate	Amount
	Shipment Period June 1-15, 2024	7,582.57	7,582.57
			
		Total	\$7,582.57