

**ON-SITE RX, INC.  
PHARMACY SERVICE AGREEMENT**

**THIS PHARMACY SERVICE AGREEMENT** is made and entered into this 1st day of January 2022, by and between HALL COUNTY ("CLIENT"), an agency of the State of Georgia and On-Site Rx, Inc ("On-Site Rx") a Georgia corporation.

**RECITALS**

A. On-Site Rx contracts with plan sponsors to provide licensed pharmacists, pharmacy services, on-site pharmacy expertise, and pharmacy benefit guidance at the plan sponsor's place of business to the employees and retirees of such plan sponsors and/or their dependents (collectively, "Participants").

B. On-Site Rx secures licensed pharmacists and pharmacy technicians who will perform certain pharmaceutical services for Participants, including, but not limited to, dispensing of prescription and over-the-counter medications.

C. CLIENT desires to contract with On-Site Rx to maintain at current site in the City of Gainesville, on-site pharmacy management and related services for Participants or other individuals eligible under CLIENT'S occupational coverage, subject to the conditions contained herein.

**NOW, THEREFORE**, for good and valuable consideration, the receipt, and the sufficiency of which are hereby acknowledged, CLIENT and On-Site Rx hereby agree as follows:

**ARTICLE I  
PHARMACY MANAGEMENT**

On-Site Rx shall serve Participants by providing Pharmacy Services on property owned or rented by CLIENT at 2435 Old Cornelia Highway, Gainesville, GA 30507. Through use of its purchasing and operations expertise, On-Site Rx will provide prescription and over-the-counter drugs to CLIENT and its participants at discounts available through proprietary wholesale drug

purchasing arrangements. Furthermore, On-Site Rx agrees to act in the best interest of CLIENT and participants to provide goods and services in a manner that complies with all federal, state, and local laws and regulations, including pharmacy regulations and statutes specific to the State of Georgia and Hall County.

Elements and conditions upon which On-site RX will provide goods and services include:

1.01 **Licensing** – On-Site Rx shall coordinate and pay for the pharmacy to be licensed to operate and dispense medications in the State of Georgia and City of Gainesville. On-Site Rx will register with state and local governments or regulatory agency(s) in order to comply with any and all local and/or State laws or regulations. On-Site Rx will register the name of the pharmacy as On-Site Rx, Inc., d/b/a "HCG FAMILY PHARMACY". On-Site Rx will ensure that all Pharmacists and Technicians secured to dispense products from Pharmacy will at all times hold appropriate licensing and certification from the State of Georgia. CLIENT will ensure that zoning and all other building permits are in place for the sites selected.

1.02 **Inventory** – The pharmacy staff will have access to a procurement system that will allow daily orders and delivery to Pharmacy. Such procurement shall provide the inventory necessary to efficiently operate the on-site Pharmacy. On-Site Rx shall be responsible for the continual purchase of pharmaceuticals at the Pharmacy, and CLIENT shall reimburse On-Site Rx for On-Site Rx's invoice cost for such pharmaceuticals. Pharmaceuticals purchased by On-Site Rx shall be the property of CLIENT; however, On-Site Rx shall retain custody and control of all such property for CLIENT for the term of the Agreement and any renewal period thereafter, so long as On-Site Rx is exercising custody and control for CLIENT'S benefit.

Pharmaceuticals that have a short-term expiration date or that have expired will be returned to the manufacturer. All credits will be applied to CLIENT'S monthly invoice with supporting documentation as they are received. On-Site Rx will manage the pharmaceutical

inventory in a manner to reduce the number of expiring medications and ensure CLIENT receives full credit.

1.03 **Patient Communication** – On-Site Rx will provide consultation to CLIENT with regards to the most effective patient communication strategies to achieve CLIENT'S stated goals. CLIENT will be responsible for all costs associated with printing and distribution of agreed materials.

1.04 **Signage** - On-Site Rx will provide appropriate signage for the pharmacies.

1.05 **Labor and Hours of Operation** – On-Site Rx will provide all staff responsible for the dispensing of medication at on-site pharmacy. On-Site Rx and CLIENT agree that each pharmacy shall be open not more than forty-eight (48) hours per week of normal business operation, with hours to be mutually agreed by CLIENT and On-Site Rx. If CLIENT instructs On-Site Rx in writing that the pharmacy shall be open for additional hours beyond the above, On-Site Rx shall be entitled to an additional fee increase to the PMPM fee at the following rates for all such additional hours that the pharmacy is open.

49- 52 hours	\$0.55
53 - 56 hours	\$1.10
57 - 60 hours	\$1.65

On-Site Rx will ensure that the staffing levels are appropriate to meet the needs of CLIENT and their covered dependents, however regular ongoing staffing shall not exceed one and one-half (1.5) full-time equivalent (FTE) Pharmacists and up to three (3) FTE Certified Pharmacy Technicians per pharmacy. If CLIENT and On-Site Rx agree to staffing beyond these levels, On-Site Rx shall be entitled to additional funds commensurate with the total compensation and

benefits costs associated with such additional pharmacy professionals over the course of this Agreement.

On-Site Rx will lead the candidate identification and selection process with final approval of all staff being granted to CLIENT, as further described in Paragraph 2.01. On-Site Rx will assign staff to provide adequate coverage for the hours of operation. On-Site Rx will establish and assign staff that are licensed or duly qualified and endeavor to avoid any Pharmacy closures due to labor shortages. The costs of Pharmacy staff compensation and their associated expenses are the responsibility of On-Site Rx and are included in the per member per month fee paid to On-Site Rx from CLIENT as noted in Article III. The hours of operation of the Pharmacies will be mutually agreed upon by the parties and may be changed only with mutual written consent of both parties.

1.05 **Reporting** – On-Site Rx shall report to CLIENT the claims data provided from CLIENT'S prescription benefit manager or derived internally. These reports shall demonstrate utilization, spending, and trend patterns within the prescription benefit. Such reports shall be distributed to CLIENT semi-annually for the duration of this Agreement. As appropriate, On-Site Rx will endeavor to provide reporting on-location as mutually agreed upon.

1.06 **Ad Hoc Reporting** – On-Site Rx will generate up to two ad hoc reports per year at no additional cost. If additional computer programming is required to complete a report requested by CLIENT (to include additional technology purchases or unusual additional labor), such programming will be invoiced at \$150 per hour.

1.07 **Insurance** –

(a) On-Site Rx will provide insurance to cover its own furniture, equipment, hardware, software, and point of sale technology.

(b) On-Site Rx shall maintain comprehensive general liability insurance (to include complete operations and liabilities assumed under contract coverages with coverage limits not less than \$3 million per occurrence, \$5 million aggregate).

c) For each person providing the Pharmacy Services (as defined herein), On-Site Rx shall obtain and keep in force a policy of (a) professional liability (malpractice) insurance with a minimum coverage of \$2 million for each incident and \$5 million annually for the aggregate of all claims and (b) worker's compensation insurance in such amounts as required under applicable state laws.

d) On-Site Rx shall provide certificates evidencing any insurance policies required under this Section 1.07. All such policies shall contain provisions to the effect that they may not be cancelled without at least 30 days' prior notice to CLIENT.

e) On-Site Rx shall furnish the CLIENT with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by the insurer to bind coverage on its behalf.

(f) CLIENT shall maintain property insurance on such facilities as described in Section 2.03.

(g) Any property and liability insurance protection for the exclusive benefit of CLIENT, excluding those coverages expressly provided and insured by On-Site Rx according to the terms of this Paragraph and Paragraph 2.04, shall be CLIENTS responsibility to insure.

(h) Insurance to be placed with Georgia admitted insurers rated B+ or better by A.M. Best's rating service.

(i) Each insurance policy required by this clause shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to other party.

1.08 **Security** – On-Site Rx shall provide an electronic security system for the Pharmacy premises as well as secure fixtures for the legal and safe storage of controlled

substances. On-Site Rx will provide policies and procedures for the prevention of theft or any other improper taking or use. On-Site Rx will provide policies and procedures for their Pharmacy staff to ensure that all materials, property, and premises are secure during the hours of operation. CLIENT shall be responsible for all physical security to the premises other than that described in this paragraph.

1.09 **Merchant Transaction Fees** - CLIENT will be responsible for entering into a merchant agreement with Bank of America (McKesson Merchant Services bank) to provide credit and debit card services for MasterCard, Visa, American Express, and Discover. These transaction costs will be debited directly each month from the bank account CLIENT designates.

1.10 **Record Management** -- On-Site Rx shall maintain adequate and current pharmaceutical records for Participants, which comply with acceptable standards and practices. The parties shall cooperate so as to comply with all applicable laws and regulations relating to such records, including, without limitation, the Patient Health Records Privacy Act (1997) and the Standards for Privacy of Individually Identifiable Health Information, promulgated by the Department of Health and Human Services under Title II, Subtitle f, Sections 261-264 of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (the "HIPAA Privacy Rule").

1.11 **Required Plan Document Disclosures** – CLIENT acknowledges that under Section 504(f) of HIPAA, only "Summary Health Information" will be shared with CLIENT unless CLIENT'S plan documents inform the plan Participants as to the manner in which the plan will be sharing "protected health information" (as defined in HIPAA, hereafter "PHI") with CLIENT and how CLIENT will be using the PHI, and describe those CLIENT employees or classes of employees who will have access to PHI in the course of the plan's operations. "Summary Health Information" is information that summarizes the claims history, claims expenses, or types of

claims experienced by beneficiaries of the group health plan, from which identifiers have been deleted.

1.12 **Use of PHI** – For PHI that is released to CLIENT by On-Site Rx, CLIENT represents, warrants, and agrees:

(a) Such PHI will not be used to make employment-related decisions about Participants.

(b) Use of PHI will be restricted to what is necessary for plan administration.

(c) Access shall be limited to those employees performing plan administration functions.

(d) Appropriate safeguards will have been implemented by CLIENT to protect PHI.

(e) CLIENTS health plan has a privacy officer, and CLIENT will provide training regarding privacy issues to employees to whom PHI is disclosed.

(f) CLIENT will make available information required to provide an accounting of any accidental or non-allowed disclosures of PHI; and

(g) Upon termination of the Agreement, CLIENT will continue to maintain any PHI disclosed consistent with the terms of this Agreement and applicable law.

CLIENT acknowledges that On-Site Rx shall be entitled to terminate this Agreement if CLIENT materially violates the provisions of Paragraph 1.12.

**ARTICLE II**  
**PROVISION OF PHARMACIST**

2.01 **Provision of Pharmacist** – On-Site Rx shall furnish a pharmacist(s) (“Pharmacist”) and a pharmacy technician(s) (“Technician”) to provide Pharmacy Services (as defined below) at the pharmacy to service Participants. On-Site Rx is not committing to furnish a particular person as the Pharmacist or Technician, and, at any time and from time to time, On-Site Rx may change the Pharmacist and Technician, consistent with the procedure in Paragraph 1.04. CLIENT shall have the opportunity to interview and approve all final Pharmacist candidates identified by On-Site Rx.

Pharmacy Services in this Agreement shall mean the activities of dispensing prescription medications, counseling members on treatment options available to them, consultation to CLIENT on sound pharmacoeconomic decisions as it pertains to their prescription benefit and the management and maintenance of the legally licensed pharmacy in Gainesville, Georgia

2.02 **Standards of Pharmaceutical Professional Performance** – On-Site Rx shall contract with the Pharmacist such that the Pharmacist is obligated to perform or deliver the following either directly or through Technicians under the Pharmacists' direction and control:

(a) The Pharmacist shall determine his or her own means and methods of providing Pharmacy Services, consistent with the terms of this Agreement.

(b) The Pharmacist shall comply with all applicable laws and regulations with respect to the licensing and the regulation of pharmacists and shall ensure that the Pharmacist does the same with respect to the supervision and regulation of the Technician.

(c) The Pharmacist shall provide Pharmacy Services in a manner consistent with all applicable laws and regulations and in a professional manner consistent with Pharmacy Services provided in the community.

(d) The Pharmacist shall maintain, during the term of this Agreement, appropriate credentials, including:



(1) A duly issued and active license to practice pharmacy and prescribe medication in the State of Georgia,

(2) Good standing with his or her profession and state professional association,

(3) The absence of any license restriction, revocation, or suspension,

(4) The absence of any involuntary restriction placed on his or her federal DEA registration, and

(5) The absence of any conviction of a felony or misdemeanor involving moral turpitude.

(6) The absence of any conviction on a drug-related offense of any kind.

(e) In the event that any Pharmacist (i) has his or her license to practice pharmacy or prescribe medication restricted, revoked, or suspended; (ii) has an involuntary restriction placed on his or her federal DEA registration; (iii) is convicted of any offense as set forth above; or (iv) is no longer in good standing with his or her professional or state licensing authority, On-Site Rx shall promptly remove that Pharmacist and replace such Pharmacist with another Pharmacist that meets the requirements of Paragraph 2.02(d), consistent with the terms of Paragraphs 1.04 and 2.01; and

(f) On-Site Rx shall require the Pharmacist to ensure that all Technicians and any other support personnel comply with the requirements of this Paragraph 2.02 with respect to performance, licensing, certification, and good standing, as applicable, except as otherwise provided in Paragraph 2.06 with respect to pharmacy technicians and assistants. On-Site Rx shall require the Pharmacist to notify On-Site Rx immediately in the event the Pharmacist learns of the possibility that any of the events specified in Paragraph 2.02(e) may occur with respect to the Pharmacist, Technician, or other support personnel, and On-Site Rx shall immediately notify

CLIENT of such notification, so that CLIENT can determine whether or not to exercise its right to remove the Pharmacist pursuant to Paragraph 2.01 or the Technician or other support person pursuant to Paragraph 1.04.

2.03 **Place of Services** – CLIENT shall provide, without charge to On-Site Rx, existing premises for the provision of Pharmacy Services located at 2435 Old Cornelia Highway in Gainesville, GA, including, without limitation, office space, janitorial services, electricity, water, heat, air conditioning, hi-speed internet, three (3) telephone lines, and any other required utilities. In addition to meeting all zoning ordinances and other applicable laws, Pharmacy shall be medically appropriate and secure. CLIENT shall endeavor to ensure that the Pharmacy building(s), including the interior, exterior, and roof, shall be maintained, and kept in good repair and working order at CLIENT'S sole expense. The premises shall be conducive for efficient delivery of prescription and over-the-counter medications. All costs for expansions to the Pharmacy location(s) will be the responsibility of CLIENT. To the extent that On-Site Rx must provide additional equipment to a space that is modified at the request of CLIENT, all additional expenses associated with modification of space shall be the responsibility of CLIENT.

It shall be the responsibility of CLIENT to adhere to all federal, state, and local codes pertaining to the building, including regulations by state and local governments, as well as the State Board of Pharmacy, which On-Site Rx shall advise on.

2.04 **Equipment and Supplies** – On-Site Rx, as part of its management fee, shall provide the Pharmacist with all equipment and supplies, including fixtures, furniture, point-of-sale technology, telephone systems, pharmacy computer systems, and all other equipment pertinent to operating a pharmacy not otherwise provided for in this Agreement.

2.05 **Responsibilities of Parties** – On-Site Rx and the Pharmacist(s) are independent contractors. The Pharmacist shall be solely responsible for his or her actions and/or omissions and the actions and/or the omissions of any agent or any employee used by him or her (including,

without limitation, any Technician or assistant) in connection with providing the Pharmacy Services contemplated by this Agreement. Neither CLIENT nor On-Site Rx shall have any control or involvement in the independent exercise of professional judgment by the Pharmacist and/or any agent or any employee used by the Pharmacist, and neither CLIENT nor On-Site Rx shall incur any liability for the actions or the omissions of the Pharmacist and/or any agent, or any employee used by the Pharmacist (including, without limitation, any Technician or assistant) in connection with this Agreement. On-Site Rx agrees to indemnify and hold harmless CLIENT from and against any cost, damage, expense, loss, liability, or obligation of any kind, including, without limitation, court costs and reasonable attorneys' fees, which CLIENT may incur in connection with On-Site Rx's furnishing of Pharmacists, Technicians, or their respective assistants, under this Agreement.

**2.06 Other Licensed Pharmacy Professionals and Health Professionals** – CLIENT agrees and acknowledges that a Pharmacist may from time to time have other pharmacists who will work as Pharmacists hereunder, or other persons who will assist the Pharmacist or a Technician, at CLIENT'S place of business in the event of an emergency (provided, however, that On-Site Rx will require the Pharmacist to ensure that the services provided by replacement individuals do not exceed the scope of their professional training and licensure). Any replacement Pharmacist will be duly licensed. This Article II shall apply in the same manner to the replacement Pharmacist or Technician as such Article applies to a regularly assigned Pharmacist or Technician. On-Site Rx shall also ensure, or require the Pharmacist to ensure, that all replacement Pharmacists who provide services hereunder have insurance coverage consistent with the requirements of the State Board of Pharmacy. On-Site Rx will also ensure that the professional liability insurance it provides pursuant to Paragraph 1.07 covers any replacement Pharmacist or Technician.

On occasion, the Pharmacist may have pharmacy interns associated with a pharmacy school to observe and assist the Pharmacist for educational and teaching purposes, under the Pharmacist's direct supervision. The same level of professional standards as set forth in Article II shall apply to pharmacy interns working under the direct supervision of the Pharmacist.

2.07 **Billing** – On-Site Rx shall contract with the Pharmacist to ensure that the Pharmacist will not bill or otherwise solicit any payment from Participants for any service provided by the Pharmacist without prior written approval of CLIENT.

2.08 **Medical Records** – On-Site Rx shall maintain pharmacy records with respect to all Participants, all of which shall be maintained in a professional manner consistent with the accepted practice of the community in which the Pharmacist provides the Pharmacy Services in connection with this Agreement. On-Site Rx shall also require the Pharmacist to comply with the HIPAA Privacy Rule and the terms of Paragraph 1.10 of this Agreement. On-Site Rx and CLIENT have previously executed or will execute a HIPAA Business Associate Agreement.

Pharmacy and medical records as allowed by HIPAA are considered the property of CLIENT and are in the custodial care of On-Site Rx for the term of this Agreement. All patient records maintained by the Pharmacist in connection with this Agreement shall be in the custodial care of the Pharmacist and On-Site Rx, as required by HIPAA, notwithstanding the availability of such records to CLIENT.

CLIENT understands and agrees that all pharmacy records and other protected information maintained by the Pharmacist will be held by the Pharmacist in strictest confidence, and that CLIENT will not be entitled to have access to the pharmacy records maintained by the Pharmacist, in the absence of an appropriate written authorization from Participant.

2.09 **Other Records** – On -Site Rx shall maintain inventory, point of sale, and all other necessary on-site pharmacy records. If the relationship between On-Site Rx and CLIENT is terminated, On-Site Rx warrants that it shall turn over all records, electronic or otherwise, that are

necessary to run the on-site pharmacies and necessary for the seamless transition to any successor to On-Site Rx. Reasonable and documented expenses incurred to transfer the records shall be the responsibility of CLIENT.

2.10 **Non-Compliance by the Pharmacist** – In the event that CLIENT becomes aware of any failure by the Pharmacist to comply with the obligations of the Pharmacist that are contemplated by this Agreement, CLIENT shall provide prompt written notice to On-Site Rx of such failure, which written notice shall describe the failure in reasonable detail, and On-Site Rx shall use its best efforts to address such failure. In the alternative, On-Site Rx may arrange for the substitution of another person as the Pharmacist. As provided in Paragraph 2.01, CLIENT shall have the right to require the immediate removal.

**ARTICLE III**  
**FINANCIALS AND ACCOUNTING**

3.01 **Cost of Pharmaceuticals** – Ongoing purchases for the replenishment of inventory in CLIENT pharmacy shall be invoiced to CLIENT on the first (1<sup>st</sup>) and sixteenth (16<sup>th</sup>) of every month with a mutually agreed upon ETF process being set up to pay within three business days. Failure to pay within the timeframe outlined in this Paragraph, without a reasonable explanation may cause CLIENT to forfeit all prompt payment discounts from a wholesaler.

3.02 **Pharmacy Services Fee** – Client shall pay On-Site RX a Pharmacy Services Fee of \$14.46 per member per month during the initial one (1) year term of this Agreement. Pharmacy Services Fee shall increase by three percent (3%) per year simultaneous with the anniversary of the start date of this Agreement. (See rate table)

<b>Contract Anniversary Date</b>	<b>PMPM Rate</b>
1-Jan-22	\$ 14.46
1-Jan-23	\$ 14.89
1-Jan-24	\$ 15.34
1-Jan-25	\$ 15.80
1-Jan-26	\$ 16.27

On-Site RX shall invoice such Pharmacy Services Fees on the 25th day of each month for the upcoming month's services. On-Site Rx will debit CLIENT'S account on the third (3<sup>rd</sup>) business day via Electronic Funds Transfer ("EFT").

Both parties will enter good faith negotiations if the number of subscribers covered by the plan increases or decreases by more than fifteen (15%) percent from the initiation of this Agreement. Member volume for calculation of such fees shall be based on CLIENT'S monthly health plan enrollment as provided by CLIENT'S current health plan provider(s).

3.03 **Late Fees** – A penalty of 0.06% per day on any unpaid balance will be assessed for each day that any amount due hereunder remains unpaid. All late payment penalties will be invoiced separately. However, in no event shall the penalty be greater than the rate permitted by applicable law.

3.04 **Suspension of Services** – If, at any time, CLIENT fails to pay On-Site Rx within ten working days of the dates as outlined in Article III, then On-Site Rx may suspend all service until all fees and charges, including late fee penalties as outlined in Paragraph 3.04, are paid in full.

3.05 **Accounting** – CLIENT agrees to work with On-Site Rx to adopt internal protocols for the accounting of monies (cash, credit, debit, coupons) collected at the point of sale in the Pharmacy. Pharmaceutical activities at each CLIENT'S Pharmacy will be reported to the designated financial institution daily. Dispensed prescription reimbursements from the CLIENT'S designated PBM will be reconciled by On-Site Rx and paid to the CLIENT within ten (10) days of receipt by deposit into a bank account identified by CLIENT.

3.06 **Retention of Funds** – Under no circumstance, shall On-Site Rx, retain any portion of pharmacy funds from CLIENT'S prescription benefit manager (PBM). All funds shall be reconciled against actual utilization and returned to CLIENT by ACH each week.

3.07 **Payment Form** – All payments and transfer of funds contemplated in this Agreement from the CLIENT to On-Site Rx shall be completed as an Electronic Funds Transfer.

**ARTICLE IV**  
**TERM AND TERMINATION**

4.01 **Term** – The term of this Agreement will be for a period of one (1) year and will renew with mutual agreement of the parties for four (4) additional one-year periods. Notice of intent to renew may be sent by either party to the other not later than 60 days prior to the end of each one-year term. A party's failure to send such notice may be excused at the sole option of the other party.

4.02 **Termination Based on a Material Failure to Perform** – This Agreement may be terminated by either CLIENT or On-Site Rx based on a material failure to perform, by providing the other party at least 60 days prior written notice. The party alleged to be the cause for termination will have 30 days to respond and remedy the cause. Should this party fail to remedy, within reason, the alleged failure to perform, the Agreement shall terminate at the end of the 60-day period.

4.03 **Effect of Expiration or Termination** – The expiration or the termination of this Agreement shall not affect the obligation of CLIENT to pay compensation to On-Site Rx or pay for any outstanding invoice for the period prior to such expiration or termination and shall not affect the obligation of On-Site Rx to provide services up to the time of such expiration or termination. In the event this Agreement expires or is terminated, On-Site Rx will arrange for Pharmacy records to be transferred to CLIENT or CLIENT'S chosen vendor in a HIPAA-compliant manner and in a format acceptable to On-Site Rx and CLIENT. Reasonable and documented costs associated with such transfer shall be the responsibility of CLIENT.

By the date of expiration or termination, or as otherwise mutually agreed, On-Site Rx will remove any of its property from the sites of Pharmacy Services. On-Site Rx will coordinate any return and refund or transfer of pharmaceuticals with CLIENT, to CLIENT'S reasonable satisfaction.



4.05 **Employment of Pharmacy Staff** – In the event of termination, CLIENT agrees that neither CLIENT, nor any entity acting on behalf of CLIENT (i.e., competitive vendor) will recruit for employment or employ any Pharmacists or Technicians assigned to CLIENT by On-Site RX for a period of twelve months following the expiration or termination of this Agreement.

**ARTICLE V**  
**MISCELLANEOUS**

5.01 **Notice** – All notices and other communications permitted or required pursuant to this Agreement shall be in writing, addressed to the party at the address set forth at the end of this Agreement or to such other address as the party may designate from time to time in accordance with this Paragraph 5.01. All notices and other communications shall be: (i) mailed by overnight delivery service, (ii) by certified or registered mail, return receipt requested, postage pre-paid; (iii) personally delivered; or (iv) sent by telecopy with a receipt confirmation. Notices mailed pursuant to this Paragraph 5.01 shall be deemed given upon receipt if by overnight delivery, as of three days after the date of mailing if by certified or registered mail, and notices personally delivered or sent by email or telecopy shall be deemed given at time of receipt.

5.02 **Transferability** – Neither CLIENT nor On-Site Rx may assign or otherwise transfer this Agreement to a third party without the prior written consent of the other party which may not be unreasonably withheld.

5.03 **Entire Agreement and Amendment** – This Agreement constitutes the entire agreement between CLIENT and On-Site Rx with respect to its subject matter. This Agreement shall not be amended or waived, in whole or in part, except in writing signed by both CLIENT and On-Site Rx.

5.04 **Governing Law** – This Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia, without giving effect to its conflict of laws or provisions.

5.05 **Non-Disclosure** – CLIENT and On-Site Rx shall take all reasonable steps to ensure that all proprietary, confidential, and trade secret information acquired by virtue of the position of the other party under this Agreement shall not be disclosed or used outside of the business of either of the parties unless required or allowed by law. This includes information with respect to the terms of this Agreement or the business of CLIENT and/or On-Site Rx.

Nothing in this Paragraph shall be construed as preventing either party from continuing to use or disclose any information:

- (a) That is in the public domain
- (b) That subsequently becomes part of the public domain through no act of the party
- (c) That is disclosed to it by a third party, where said disclosure does not itself violate any contractual or legal obligation
- (d) That is independently developed by a party; or
- (e) That is known or used by it prior to this Agreement.

The burden of establishing the existence of (a) through (e) of this Paragraph 5.05 shall be upon the party attempting to use or disclose the information.

5.06 **Records** – The parties agree to maintain books, records, and documents generated by themselves or as reported by any contractor to them, insofar as they are related to work performed or money received under this Agreement, for a period of seven full years from the date of final payment for any obligation under or related to this Agreement. Accounting records shall be prepared in accordance with generally accepted accounting principles.

5.07 **Successors** – This Agreement is binding upon the parties, their successors, and assigns. Should On-Site RX anticipate a change in ownership or management it shall give 30 days prior written notice to CLIENT.

5.08 **Force Majeure** – In the event of either party hereto being rendered unable, wholly or in part, by reason of *force majeure*, to carry out its obligations hereunder, the obligations of the disabled party shall be suspended during the continuance of any inability so caused, but for no longer period, and its failure to perform shall not be a breach hereof. Provided, however, that such party suffering the *force majeure* event shall: (i) deliver prompt notice to the party to whom the obligations are due of the occurrence of such event (such notice to describe the circumstances

creating the event and the steps that such party proposes to take to eliminate the event or the effects thereof); (ii) use its best efforts to eliminate such event or the effects thereof and deliver weekly status reports regarding such efforts to the party to whom the obligations are due; (iii) promptly deliver notice to the party to whom the obligations are due when such event has been eliminated or has ceased to prevent the performance of the suffering party's obligations; and (iv) proceed to fulfill or perform such obligations as soon as reasonably practical after the event has been eliminated.

5.09 **Indemnification** – On-Site Rx shall indemnify and hold harmless CLIENT for any and all claims arising from its performance of this Agreement or the acts or omissions of any Pharmacists, Technicians or other staff it assigns for the performance of this Agreement. Furthermore, On-Site Rx agrees to provide the above-mentioned duties and/or services for the above compensation as independent contractors and not as employees of CLIENT. On-Site Rx agrees to pay all applicable taxes incurred in performance of this Agreement, and further to indemnify and hold CLIENT harmless from any premium, fee, assessment or tax, or penalty for failure to pay the same, including any self-employment tax, that their independent contractors assigned to perform this Agreement may incur.

5.10 **Non-Discrimination** – The parties hereby agree, warrant, and assure that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to unlawful discrimination in the performance of this Agreement or in the employment practices of the parties on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Georgia law.

**IN WITNESS WHEREOF**, CLIENT and Onsite-Rx have executed and delivered this Agreement as of the date first above written.

**(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)**

HALL COUNTY

By:

Richard Higgins, Chairman

ATTEST:

Lisa A. Ritchie (SEAL)  
Lisa A. Ritchie, County Clerk

APPROVED AS TO FORM:

Van Stephens  
Van Stephens, County Attorney

March 21, 2022  
Date

By

Dan Doebler

Dan Doebler

Printed Name

President

Title

210 Washington Street, N.W., Suite 101

Address

Gainesville

City

Georgia

State

30501

Zip