

AGREEMENT

This agreement ("Agreement") made this 12th day of April, 2021, by and between MAO Pharmacy, Inc., a Virginia corporation trading as "Westwood Pharmacy", hereinafter called "WESTWOOD", and Williamson County, Texas, hereinafter called "COUNTY", as follows:

WITNESSETH:

WHEREAS, WESTWOOD operates a pharmacy licensed in the Commonwealth of Virginia; and,

WHEREAS, WESTWOOD is in the business of providing comprehensive pharmaceutical care services in correctional settings for various state and local government entities; and,

WHEREAS, COUNTY issued a Request for Proposals for Pharmaceutical Services and Supplies Project #T2585, which was awarded to WESTWOOD.

NOW THEREFORE, in consideration of the foregoing, COUNTY and WESTWOOD do mutually agree as follows:

- 1) Incorporated Documents. This Agreement constitutes the entire agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this Agreement include the following:
 - A. Williamson County Solicitation #T2585 Pharmaceuticals and Pharmaceutical Service/Supplies, including its attachments and any applicable addenda; and,
 - B. WESTWOOD's Proposal to Solicitation #T2585.
- 2) Term. The term of this Agreement shall commence on _____ and shall remain in full force and effect for a period of one (1) year with the option of two (2) additional renewals.
- 3) Relationship of Parties. It is agreed that nothing contained in this Agreement is intended or should be construed as constituting a relationship of partnership, joint venture, or an association between WESTWOOD and COUNTY. WESTWOOD is an independent contractor and neither it, its employees, subcontractors, nor representatives shall be considered employees, agents, or representatives of COUNTY.
- 4) Cooperative Procurement. It is the intent of this Agreement to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions or lead issuing institution's affiliated entities may access this Agreement if authorized by WESTWOOD. WESTWOOD agrees that it will contract with any body in the State of Texas who so desires to permit those public agencies or bodies to purchase such services at contract prices, in accordance with the terms and conditions of this

Agreement. WESTWOOD will deal directly with each public agency, or public body seeking to obtain any goods and/or services pursuant to this Agreement

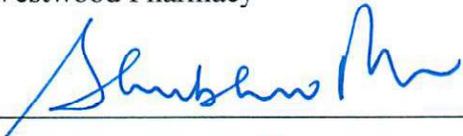
- 5) Notices. Any notices required or permitted to be given under this Agreement shall be furnished in writing and sent first class mail or registered mail to:

WESTWOOD: Westwood Pharmacy
Attn: Hunter Hoggatt
5823 Patterson Avenue
Richmond, VA 23226

COUNTY: Williamson County Purchasing Department
100 Wilco Way, Suite P101
Georgetown, TX 78626

IN WITNESS WHEREOF, WESTWOOD and COUNTY have caused this Agreement to be executed and their corporate seals affixed by each of their duly authorized officers:

WESTWOOD: MAO Pharmacy, Inc.,
t/a Westwood Pharmacy

By: 

Printed Name & Title: SHUBHRO PAL VPO

COUNTY: Williamson County

By: Judge Bill Gravell Jr.
Judge Bill Gravell Jr. (Apr 20, 2021 16:20 CDT)

Printed Name & Title: Judge Bill Gravell Jr. County Judge



Williamson County Business Associate Agreement

April 20, 2021

BG
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This Agreement ("Agreement") is effective on ~~April 14, 2003~~ and upon execution by both parties, and is made by and between Williamson County ("Covered Entity") and MAO Pharmacy, Inc., d/b/a "Westwood Pharmacy" ("Business Associate") and (collectively, the "Parties"). This Agreement is made a part of the contract between the parties ("the Contract"), identified further as Pharmaceutical Services and Supplies Project #T2585.

The Parties acknowledge and agree that the named Business Associate in this Agreement is a "Business Associate" of Covered Entity as that term is defined by the Health Insurance Portability and Accountability Act and its implementing regulations (45 C.F.R. Parts 160-164) ("HIPAA"). Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings set forth in HIPAA, which definitions are hereby incorporated by reference.

1. Obligations and Activities of Business Associate.

(a) Business Associate agrees to use or disclose Protected Health Information only as permitted or required by this Agreement, the contract, or as required by law.

(b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.

(c) Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware. Business Associate will make such report to Covered Entity's Privacy Office within a reasonable time after Business Associate learns of such use or disclosure not provided for by this Agreement.

(d) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

(e) Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary, in a time and manner mutually agreed by the Parties or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

(f) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.

This document may contain personal or privileged information and should be treated with due care. Unauthorized disclosure of this information may result in Civil and Criminal penalties. If you are not the intended recipient, contact the owner/creator or your Privacy Officer.

This document was adopted as part of **Williamson County Commissioners Court Agenda Item (HIPAA) 8-20-19.**

(g) Business Associate agrees to provide to Covered Entity or an Individual, in time and manner mutually acceptable to the Parties, information collected in accordance with Section 1(f) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.

(h) Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner mutually agreed by the Parties, to Protected Health Information, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR § 164.524.

(i) Business Associate agrees to make any amendment(s) to Protected Health Information that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of Covered Entity or an Individual, and in the time and manner mutually agreed by the parties. When Covered Entity grants an Individual's request for amendment, Covered Entity shall provide the granted amendment to Business Associate.

2. Permitted Uses and Disclosures by Business Associate. Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in Section 2(a) of this Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

(a) The following functions, activities or services by Business Associate shall be considered to be performed for, or on behalf of Covered Entity in Business Associate's capacity as a Business Associate:

Pharmaceutical services and supplies

(b) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(c) Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(d) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 CFR § 164.504(e)(2)(i)(B).

(e) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j)(1).

3. Obligations of Covered Entity.

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(a) Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

(b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

(d) Covered Entity shall provide Business Associate with the necessary information to fulfill Business Associate's obligations under this Agreement.

4. Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity, unless otherwise noted in this Agreement.

5. Term and Termination.

(a) **Term.** The Term of this Agreement shall be effective upon execution of this Agreement by both parties, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section. This Agreement shall terminate upon termination of the Contract. The Agreement shall terminate immediately upon termination of this Agreement unless Business Associate no longer meets the criteria of a Business Associate under HIPAA.

(b) **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

(i) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement and the Contract if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

(ii) Immediately terminate this Agreement and the Contract if Business Associate has breached a material term of this Agreement and cure is not possible; or

(iii) If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary.

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(c) Effect of Termination.

(i) Except as provided in paragraph (ii) below of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall also apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(ii) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity written notification of the conditions that make return or destruction infeasible. Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

(d) Cure of Non-Material Breach. Covered Entity shall provide an opportunity for Business Associate to cure a non-material breach within the time specified by Covered Entity.

6. Miscellaneous.

(a) Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.

(b) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the current version of HIPAA and the Privacy Rule.

(c) Survival. The respective rights and obligations of Business Associate under Section 5(c) of this Agreement shall survive the termination of this Agreement.

(d) Interpretation. Any ambiguity in this Agreement or between this Agreement and the Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule. Any conflict between terms of this Agreement and the Agreement shall be resolved so that the terms of this Agreement supercede the relevant terms of the Agreement.

(e) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one binding agreement.

(f) Response to Subpoenas. In the event that Business Associate receives a subpoena or similar notice or request from any judicial, administrative or other party arising out of or in connection with this Agreement or the Contract, including, but not limited to, any unauthorized use or disclosure of Protected Health Information or any failure in Business Associate's security measures, Business Associate shall promptly forward a copy of such subpoena, notice or request to Covered Entity and afford Covered Entity the opportunity to exercise any rights it may have under law.

(h) Severability. The provisions of this Agreement shall be severable, and if any provision of this Agreement shall be held or declared to be illegal, invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained.

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This document was adopted as part of **Williamson County Commissioners Court Agenda Item (HIPAA) 8-20-19.**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple originals on the last date written below.

Business Associate:
MAO Pharmacy, Inc.

Williamson County: _____

Signature: 

Signature: 
Judge Bill Gravell Jr. (Apr 20, 2021 16:20 CDT)

Printed Name: SHUBURO PAL

Printed Name: Judge Bill Gravell Jr.

Title: VPO

Title: County Judge

Date: 4/13/2021

Date: Apr 20, 2021

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This document was adopted as part of **Williamson County Commissioners Court Agenda Item (HIPAA) 8-20-19.**

Agenda item #12, 04.20.2021, Award T2585 Jail Pharmaceuticals, Westwood Pharmacy 1

Final Audit Report

2021-04-20

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