



OFFICE OF THE AGENCY DIRECTOR
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June 28, 2018

Honorable Board of Supervisors
County of Alameda
1221 Oak Street, Suite 536
Oakland, California 94612-4305

**SUBJECT: AWARD A CONTRACT TO RAMSELL CORPORATION FOR PHARMACY
BENEFIT MANAGEMENT SERVICES, MASTER CONTRACT NO. 901646;
AMOUNT: \$1,750,000**

Dear Board Members:

RECOMMENDATION:

Authorize the Purchasing Agent to execute a contract (Master Contract No. 901646; Procurement Contract No. 16876) with Ramsell Corporation (Principal: Sophia Byndloss; Location: Oakland) to provide Pharmacy Benefit Management services to the Alameda County Behavioral Health Services Agency, for the approximate term of 8/8/18 – 8/7/21, in the amount of \$1,750,000.

DISCUSSION/SUMMARY:

Alameda County Behavioral Health Care Services (BHCS) serves approximately 50,000 patients with serious and persistent mental illness through its system of care annually. BHCS administers this care through a combination of county-operated community support centers and contracts with private community-based organizations. Currently, there is a network of approximately 45 psychiatrists serving uninsured, Medi-Cal and Medicare patients (adults, youths, and children) at nearly 40 programs as well as at certain day treatment and transitional age youth programs. Additionally, under the Affordable Care Act (ACA), BHCS has added 15 programs under its Low Income Health Plan (LIHP) called the Health Program of Alameda County (HealthPAC) Behavioral Health Care Specialty Service, expanding its coverage of uninsured patients requiring mental health treatment.

BHCS is the payer of last resort when it is determined that the patient being served does not qualify for programs sponsored by government agencies such as Medi-Cal & Medicare.

The vendor will administer coverage for all prescriptions written for uninsured and HealthPAC Behavioral Health Care Specialty Service patients seen by the BHCS network prescribers. In addition, the vendor will provide these services for Medi-Cal clients with a denied medication Treatment Authorization Request or Share of Cost, Medicare Part D clients whose medication is non-formulary or a denied appeal, and Medicare Part D clients' medication co-pays. The vendor will also administer BHCS use of drug companies' Patient Assistance Programs and the Federal 340B drug purchasing program.

During the 2016-2017 fiscal year, BHCS provided a total of approximately 9,000 prescriptions for 3,250 uninsured patients, filled through 45 retail pharmacies, with no mail prescriptions filled. Pharmaceuticals costs were estimated to be \$500,000.

SELECTION CRITERIA/PROCESS:

BHCS has determined that Alameda County does not currently have the resources to provide Pharmacy Benefit Management services.

BHCS worked with General Services Agency (GSA)-Procurement to develop a Request for Proposal (RFP), which was issued on March 5, 2018, posted on the website for 51 days, and sent to subscribers to the E-Gov Professional Services – Current Contract Opportunities mailing service. Two networking/bidders conferences were held and attended by two vendors.

On April 25, 2018, two responses to the RFP were received. All responses were evaluated by the Alameda County Selection Committee (CSC) comprised of two representatives from BHCS, and one representative from Health Care Services Agency (HCSA). Both vendors that submitted a proposal were interviewed by the CSC. A maximum total of 550 evaluation points were available for this RFP. The total evaluation points include 50 preference points derived from a 5% preference for local vendors and a 5% preference for certified Small Local Emerging Businesses (SLEB) vendors, for a total of 10%.

Ramsell Corporation was the highest scoring qualified vendor and is a certified SLEB (Principal: Sophia Byndloss; Location: Oakland; Certified Small: 12-00023; Expiration: February 28, 2020).


The following is a summary of the evaluation:

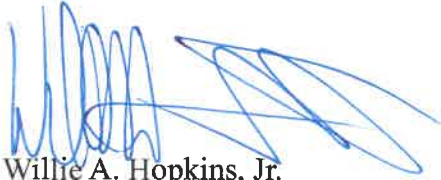
<i>Vendor</i>	<i>Location</i>	<i>Local</i>	<i>SLEB</i>	<i>Evaluation Points</i>
<i>Ramsell Corporation</i>	<i>Oakland, CA</i>	<i>Y</i>	<i>Y</i>	<i>450</i>
<i>Magellan Rx Management</i>	<i>Scottsdale, AZ</i>	<i>N</i>	<i>N</i>	<i>333</i>

FINANCING:

Appropriations for this contract are included in the BHCS FY 2018-2019 Approved Budget and will be requested in future budget years. No additional appropriations are required, and there will be no increase in net County cost.

Respectfully submitted,

DocuSigned by:

CB284AE84C50405...
Colleen Chawla
Director, Health Care Services


Willie A. Hopkins, Jr.
Director, General Services Agency

Attachment

WAH:BG:pb/901646 Pharmacy Benefit Management BL.docx

cc: Susan S. Muranishi, County Administrator
Steve Manning, Auditor-Controller
Donna R. Ziegler, County Counsel

CONTRACT SUMMARY
Pharmacy Benefit Management Services
RFP No. 901646
8/08/2018 – 8/07/2021

<i>Vendor</i>	<i>Location</i>	<i>Estimated Dollar Value of Contract Award</i>	<i>Local Participation</i>		<i>SLEB Participation</i>	
			<i>Percentage</i>	<i>Dollar Amount</i>	<i>Percentage</i>	<i>Dollar Amount</i>
<i>Ramsell Corporation (Certified Small) SLEB No. 12- 00023 Expiring 02/28/2020</i>	<i>200 Webster Street, Suite 200, Oakland, CA</i>	<i>\$1,750,000</i>	<i>100%</i>	<i>\$1,750,000</i>	<i>100%</i>	<i>\$1,750,000</i>

QUESTIONNAIRE FOR DETERMINING THE WITHHOLDING STATUS

INSTRUCTIONS: This questionnaire is to be completed by the County department for services contracts and must be included as part of the contract package. Be sure to answer all of the questions in Sections I and II and to complete the certifications on page 2. Sections III and IV contain supplemental questions to be answered for contractors in certain service categories.

CONTRACTOR NAME: Ramsell Corporation DEPT #: 350511

TITLE/SERVICE: Pharmacy Benefit Management

DEPT. CONTACT: Jacqueline Jordan PHONE: 510 577-1939

I. INFORMATION ABOUT THE CONTRACTOR **YES NO**

1. Is the contractor a corporation or partnership? (x) ()
2. Does the contractor have the right per the contract to hire others to do the work agreed to in the contract? (x) ()
3. If the answer to BOTH questions is YES, provide the employer ID number here:
94-1654229
No other questions need to be answered. Withholding is not required.
4. If the answer to question 1 is NO and 2 is YES, provide the individual social security number here:
No other questions need to be answered. Withholding is not required.
5. If the answer to question 2 is NO, continue to Section II.

II. RELATIONSHIP OF THE PARTIES **YES NO**

1. Does the County have the right to control the way in which the work will be done, i.e., will the County be able to specify the sequence of steps or the processes to be followed if it chooses to do so? () ()
2. Is the contractor restricted from performing similar services for other businesses while he is working for the County? () ()
3. Will the contractor be working for more than 50% of the time for the County (50% = 20 hrs/wk; 80 hrs/mo)? () ()

4. Is the relationship between the County and the contractor intended to be ongoing? () ()

III. FOR CONSULTANTS, PROJECT MANAGERS, PROJECT COORDINATORS YES NO

1. Is the contractor being hired for a period of time rather than for a specific project? () ()

2. Will payment be based on a wage or salary (as opposed to a commission or lump sum)? () ()

IV. FOR PHYSICIANS, PSYCHIATRISTS, DENTISTS, PSYCHOLOGISTS YES NO

1. Will the agreement be with an individual who does not have an outside practice? () ()

2. Will the contractor work more than an average of ten hours per week?
IF THE ANSWER TO QUESTION 2 IS YES, ANSWER QUESTION 3.

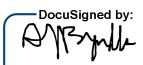
3. Will the County provide more than 20% of the contractor's income? () ()

4. If the answer to either question 2, or if required, question 3 is NO, the entire answer is NO.

A "YES" answer to any of the questions in Section II, or, if applicable, Sections III or IV constitutes justification for paying the contractor through the payroll system as an "employee for withholding purposes."

CERTIFICATIONS:

I hereby certify that the answers to the above questions accurately reflect the anticipated working relationship for this contract.

DocuSigned by:


Contractor Signature

Sophia J. Byndloss

Printed Name

10/15/2018

Date

Agency/Department Head/Designee
Signature

Printed Name

Date

**COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of _____, 2018, is by and between the County of Alameda, hereinafter referred to as the “County”, and Ramsell Corporation, hereinafter referred to as the “Contractor”.

WITNESSETH

Whereas, County desires to obtain pharmacy benefit management services which are more fully described in Exhibit A hereto (“Services”); and

Whereas, Contractor is professionally qualified to provide such services and is willing to provide same to County; and

Now, therefore it is agreed that County does hereby retain Contractor to provide Pharmacy Benefit Management Services, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- Exhibit A Specifications
- Exhibit B Payment Terms
- Exhibit C Insurance Requirements
- Exhibit D Debarment and Suspension Certification
- Exhibit E HIPAA Business Associate Agreement
- Exhibit F The Iran Contracting Act (ICA) of 2010

The term of this Agreement shall be from November 1, 2018 through October 31, 2021.

The compensation payable to Contractor hereunder shall not exceed One Million Seven Hundred and Fifty Thousand Dollars (\$1,750,000) for the term of this Agreement.

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

COUNTY OF ALAMEDA

RAMSELL CORPORATION

By: _____
Signature

By:  _____
Signature

Name: John Glann
(Printed)

Name: Sophia J. Byndloss
(Printed)

Title: Purchasing Manager

Title: President, Products and Services

Date: _____

Date: 10/15/2018

By: _____
Signature

Name: Kimberly Gasaway
(Printed)

Title: Chief Deputy, Administration

Date: _____

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such amounts.

In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of County is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two week's notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees' Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

3. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with the County maintain in force, at minimum, those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein. The County and all parties as set forth on Exhibit C shall be considered an additional insured or loss payee if applicable. All of Contractor's available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. Contractor's insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to County. Contractor's excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the County before County's own insurance policy or self-insurance shall be called upon to protect it as a named insured.

4. **PREVAILING WAGES:** Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.
5. **WORKERS' COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
6. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.
 - b. **Accidents:** If a death, serious personal injury, or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
 - c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public

safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.

7. **DEBARMENT AND SUSPENSION CERTIFICATION:** (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).
 - a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
 - b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.
8. **PAYMENT:** For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.
9. **TRAVEL EXPENSES:** Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.
10. **TAXES:** Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.
11. **OWNERSHIP OF DOCUMENTS:** Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

Contractor also hereby assigns to the County and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor's Information System, respecting in any way the subject matter of this Agreement.

Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by County to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the County and any assignee of the County an express royalty – free license to retain and use said Documents and Materials. The County's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

In Contractor's contracts with other Contractors, Contractor shall expressly obligate its Sub-Contractors to grant the County the aforesaid assignment and license rights as to that Contractor's Documents and Materials. Contractor agrees to defend, indemnify, and hold the County harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in Exhibit "A", and shall defend, indemnify and hold the County harmless from any claims for infringement of patent or copyright arising out of such selection. The County's rights under this Paragraph 11 shall not extend to any computer software used to create such Documents and Materials.

12. **CONFLICT OF INTEREST; CONFIDENTIALITY:** The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future, conflict of interest between providing the County services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this

Agreement for the County will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

13. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service. Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To County: COUNTY OF ALAMEDA
Behavioral Health Care Services
200 Embarcadero Cove, Ste 101
Oakland, CA
Attn: Jacqueline Jordan

To Contractor: Ramsell Corporation
200 Webster Street, Ste 300
Oakland CA 94607
Attn: Sophia J. Byndloss

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

14. **USE OF COUNTY PROPERTY:** Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
15. **EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:** Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
 - a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - b. Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - c. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
 - d. Contractor shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts.
 - e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.

- f. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.
16. **DRUG-FREE WORKPLACE:** Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
17. **AUDITS; ACCESS TO RECORDS:** The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the County, make such books and records available to the County for inspection at a location within County or Contractor shall pay to the County the reasonable, and necessary costs incurred by the County in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the County makes the final or last payment or within three (3) years after any pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.

18. **DOCUMENTS AND MATERIALS:** Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 11 of this Agreement. Contractor's obligations under the preceding sentence shall continue for three (3) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by County), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the County's last payment to Contractor under this Agreement.
19. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
20. **TERMINATION:** The County has and reserves the right to suspend, terminate, or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate, or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its Pharmacy Benefits Management Services shall not exceed \$1,750,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.
21. **SMALL LOCAL AND EMERGING BUSINESS PARTICIPATION:** Contractor has been certified by the County as a small or emerging local business. As a result, there is no requirement to subcontract with another business in order to satisfy the County's Small and Emerging Local Business provision. If during the term of this contract, Contractor's certification status changes, Contractor shall notify the County within three business days.

Should Contractor's status as a certified small or emerging local business change at any time during the term of this Agreement, Contractor shall negotiate with County to be in compliance with the County's Small and Emerging Local Business provision, including but not limited to:

- a. Contractor must subcontract a minimum 20% of the remaining contract value with a certified small or emerging local business (es).
- b. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.

- c. As is applicable, Contractor shall ensure that their certification status is maintained in compliance with the SLEB Program for the term of this contract.
- d. For any subcontractors retained to comply with this provision, Contractor shall not substitute any such small and/or emerging local business(s) subcontractor without prior written approval from the County. Said requests to substitute shall be submitted in writing to the County department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance (OCC). Further approval from the Board of Supervisors may also be required.
- e. If subcontractors are added to the contract, all SLEB participation, except for prime contractor, must be tracked and monitored utilizing the Elation compliance System (see Exhibit E). SLEB prime contractor with SLEB subcontractors must enter payments made to subcontractors in the Elation System and ensure that SLEB subcontractors confirm payments received.

Contractor shall meet the requirements above within 15 business days of the County notifying Contractor that it is no longer in compliance with the program. County will be under no obligation to pay contractor for the percent committed to a SLEB subcontractor if the work is not performed by the listed small and/or emerging local business.

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact the County Auditor- Controller's Office of Contract Compliance (OCC) via e-mail at ACSLEBcompliance@acgov.org.

- 22. **FIRST SOURCE PROGRAM:** For contracts over \$100,000, Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public.
- 23. **CHOICE OF LAW:** This Agreement shall be governed by the laws of the State of California.
- 24. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right or remedy shall be deemed a

waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.
26. **HEADINGS** herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
27. **ADVERTISING OR PUBLICITY:** Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.
28. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
29. **ASSURANCE OF PERFORMANCE:** If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
30. **SUBCONTRACTING/ASSIGNMENT:** Contractor shall not subcontract, assign, or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.

- a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County's prior written approval.
 - c. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, including, without limitation, Exhibit C. Contractor shall verify subcontractor's compliance.
 - d. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.
31. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.
32. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
33. **PATENT AND COPYRIGHT INDEMNITY:** Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("Contractor Products") provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify Contractor promptly of such claim, suit, or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County's prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.

- a. If Contractor is obligated to defend County pursuant to this Section 33 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with County's defense and/or settlement of such proceeding.
 - b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.
 - c. Notwithstanding this Section 33, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.
34. **OTHER AGENCIES:** Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.
35. **EXTENSION:** This agreement may be extended for two additional one year terms by mutual agreement of the County and the Contractor.
36. **SIGNATORY:** By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

[END OF GENERAL TERMS AND CONDITIONS]

ADDITIONAL PROVISIONS

A. Paragraph 2, INDEMNIFICATION, is deleted and replaced with the following:

2. INDEMNIFICATION: To the fullest extent permitted by law, each party shall hold harmless, defend and indemnify the other party, its Board of Supervisors, employees, officers, and agents from and against any and all third-party claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this Agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The Indemnitee Party may participate in the defense of any such claim without relieving the Indemnifying Party of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees' Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

B. Paragraph 7, DEBARMENT AND SUSPENSION CERTIFICATION, is amended to add the following subdivision (c):

c. County will verify Contractor, its principal and their named subcontractors are not on the Federal debarred, suspended or otherwise excluded list of vendors located at the System for Award Management website (SAM), www.SAM.gov:

- (1) There is NO FEE to register or maintain your SAM.gov registration;
- (2) County requires SAM.gov registration to include a DUNS number:
- (3) *DUNS = Data Universal Numbering System: A code required by the*

federal government for all organizations applying for federal grants. The 9-digit code is issued by the Dun and Bradstreet (D&B) at NO FEE and gives organizations, such as the County useful information for making credit, purchasing and marketing decisions. This code is thus used by the County to evaluate the creditworthiness of grants applicants. Contractors and bidders to various government procurements are also evaluated using DUNS.

(4) Get a DUNS: <http://www.dnb.com/DUNS-number.html>

C. Paragraph 11 OWNERSHIP OF DOCUMENTS is deleted in its entirety and replaced with the following

11. OWNERSHIP OF DOCUMENTS:

Contractor Intellectual Property. Contractor owns and will retain all right, title, and interest in the intellectual property in the items and services that Contractor provides to County under this Agreement, including without limitation, Services and RamsellPBM ("Contractor Items and Services"). Contractor's assignment to County includes assignment for use of all Contractor Items and Services.

Contractor hereby grants the County and any assignee of the County an unlimited, express, royalty-free, perpetual, and irrevocable license to retain and use and reproduce all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor including all Contractor Items and Services (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

Contractor also hereby grants to the County and its assignees an unlimited, express, royalty-free, perpetual, and irrevocable license to retain and use and reproduce all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor's Information System, respecting in any way the subject matter of this Agreement.

Contractor agrees to take such further steps as may be reasonably requested by County to implement the aforesaid license. The County's rights under this

Paragraph 11 shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

In Contractor's contracts with other contractors, Contractor shall expressly obligate its sub-contractors to grant the County the aforesaid unlimited license rights as to that Contractor's Documents and Materials. Contractor agrees to defend, indemnify and hold the County harmless from any damage caused by a failure of the Contractor to obtain such rights from its contractors and/or sub-contractors.

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in Exhibit "A", and shall defend, indemnify and hold the County harmless from any claims for infringement of patent or copyright arising out of such selection. The County's rights under this Paragraph 11 shall not extend to any computer software used to create such Documents and Materials.

County Intellectual Property. County owns and will retain all right, title, and interest in the intellectual Property in all data provided by County to Contractor, all claims data, and all work product produced specifically for County as required by the terms of this Agreement ("County Intellectual Property"). Contractor will not acquire any right, title, or interest in the County Intellectual Property, except for the Limited Use Rights expressly set forth in the Agreement. Any rights not expressly granted herein are deemed withheld. Subject to any third party's rights and the terms and conditions of this Agreement, County hereby grants to Contractor, and Contractor hereby accepts, a non-exclusive, and non-transferable limited right and license to use and reproduce County Intellectual Property for the sole purpose of performing its obligations under this Agreement. Contractor may not without specific written approval from the Director of the General Services Agency use or reproduce County trademarks.

- D. The first of Paragraph 17, AUDITS; ACCESS TO RECORDS, is deleted and replaced with the following:

The Contractor shall make reasonably available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may reasonably require with regard to any such expenditure or disbursement charged by the Contractor.

- E. Paragraph 29, ASSURANCE OF PERFORMANCE, is deleted and replaced with the following:

29. ASSURANCE OF PERFORMANCE: If at any time County reasonably and in good faith believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and, if applicable, a written plan acceptable to County, which acceptance shall not be unreasonably withheld, to respond to the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and, if applicable, written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan, unless, based on the described alleged deficiencies, County would reasonably expect a longer period for Contractor to respond and commence a plan. Contractor acknowledges and agrees that any failure to provide such written assurances within the reasonable time, as determined by County, is a material breach under this Agreement.

- F. Paragraph 30, SUBCONTRACTING/ASSIGNMENT, is amended to add the following:

The Parties agree that Contractor's engagement of a vendor to provide a point-of-sale system to all of Contractor's customers, not just County, does not constitute subcontracting, assignment, or delegation for the purpose of this Section 30. Contractor will take all necessary steps to protect and keep PHI protected, including entering into a HIPAA-complaintant Business Associates Agreement with the vendor if they will have access the PHI.

- G. Paragraph 34, OTHER AGENCIES is deleted and replaced with the following:

34. OTHER AGENCIES: Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. If the Contractor is requested to service these agencies, Contractor will not be required to agree to provide services to these agencies and will be given the opportunity to negotiate additional or different requirements and payment terms before agreeing to provide services to the other agency. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency

H. Paragraph 35, EXTENSION, is deleted and replaced with the following:

35. EXTENSION: This agreement may be extended for two additional one-year terms by mutual, written agreement of the County and the Contractor.

County Counsel Signature: _____

K. Joon Oh, Deputy County Counsel

EXHIBIT A SPECIFICATIONS

Contractor shall provide pharmacy benefit management services in accordance with the specifications set forth in this contract. This Exhibit A has been drafted to include the requirements contained in the Request for Proposal No. 901646, including any addenda, the proposal response of Contractor (Response), and additional services that the County obtained through negotiations, if any. In the event of any conflict (direct or indirect) among any of the exhibits, the RFP, and the Response, the more stringent requirements providing the County with the broader scope of services shall have precedence, such that this Exhibit A including all attachments, the scope of work described in the RFP, and the scope of work described in Contractor's proposal shall be performed to the greatest extent feasible. The RFP and Response may be relied upon to interpret this Contract and shall be applied in such a manner so that the obligations of the Contractor are to provide the County with the broadest scope of services for the best value.

I. DEFINITION

As used in this Agreement, the following terms have the meanings set forth below:

- **"Account Manager"** means Contractor primary point of contact that works with contractor's team of representatives including benefit design and clinical experts, IT professionals, and a help desk team that will assist the County, patients, pharmacists and physicians.
- **"Administrative Fee"** means the total administrative fee payable to Contractor from the County per prescription processed.
- **"Authorized Clinic"** means a clinic that the County is in contract with to provide services to Patients and has been designated as authorized to participate in the Program Design. County may update the list of Authorized Clinics from time to time. Each Authorized Clinic may have physician(s), advanced nurse practitioner(s), physician assistant(s) or other providers that are providing services to a Patient.
- **"Authorized Provider"** means a physician, advanced nurse practitioner, physician assistant or other providers authorized to participate in the Pharmacy Program Design and employed or contracted by an Authorized Clinic to provide services to a Patient.
- **"Claim"** means a Contract Pharmacy's billing or invoice for a single prescription dispensed to a Patient.
- **"Contract Dispensing Fee"** means the fee that Contractor pays to the

pharmacy to dispense the medication, which will be charged to County for reimbursement.

- **"Contract Pharmacy"** means a facility that is licensed to operate a pharmacy and which entered into a Pharmacy Provider Agreement with Contractor to dispense Covered Drugs to Patients and has been authorized by County to become part of the Contract Pharmacy Network.
- **"Contract Pharmacy Network"** means the authorized facilities that are licensed to operate a pharmacy and which entered into a Pharmacy Provider Agreement with Contractor to dispense Covered Drugs to Patients.
- **"Contract Pharmacy Services"** means the dispensing and other services provided by a Contract Pharmacy pursuant to a Pharmacy Provider Agreement.
- **"County"** means the County of Alameda and its agencies and departments that are authorized to receive services under this Agreement, specifically Health Care Services Agency (HCSA), [which includes Behavioral Health Care Services (BHCS) and Public Health Department] and other agencies and departments as approved by the Director of the Alameda County General Services Agency.
- **"Director"** means the Director of Pharmacy Services, Alameda County Health Care Services Agency.
- **"Dispensing Guidelines"** means guidelines developed and approved by the County for medication dispensary by pharmacies.
- **"NCPDP"** means National Council for Prescription Drug Programs.
- **"Patient"** means an individual who is enrolled in a county program, as identified in the Program Design, receiving services at an Authorized Clinic, and in whose name a prescription is written by an Authorized Provider and dispensed by a Contract Pharmacy.
- **"Pharmacy Provider Agreement" or "Provider Participation Agreement"** ("PPA") means a written agreement between a pharmacy and Contractor, to become part of the Contract Pharmacy Network and provide Contract Pharmacy Services.
- **"Pharmacy Benefit Administrator" or "PBA"** means Contractor, Ramsell Corporation.

- **"Program Design"** means the formulary that has been approved by County, which includes the pricing, co-payments, deductibles, maximum quantities, maximum days, benefit eligibility, benefit limitations, price calculations, formularies, and dispensary guidelines and other related items.
- **"RamsellPBM"** means the proprietary software of the contractor.

II. PROJECT TEAM

- A. Contractor project team will consist of the following Key Personnel and subcontractors, as applicable during the contract term:

Sophia J. Byndloss, President, Products and Services
Colleen Higgs, President, Clinical Services
Chris Hanson, Senior Account Manager
Eunice Nzderem, Clinical Pharmacist
Christine Dominguez, VP, Administration
Jerry Wallerstejn, VP, Call Center Operations

- B. Contractor agrees that it shall not transfer or reassign the individuals identified above as Key Personnel or substitute subcontractors without the express written agreement of County, which agreement shall not be unreasonably withheld. Should such individual or individuals in the employ of Contractor no longer be employed by Contractor during the term of this Agreement, Contractor shall make a good faith effort to present to County an individual with greater or equal qualifications as a replacement subject to County's approval, which approval shall not be unreasonably withheld.
- C. The approval of County to a requested change shall not release Contractor from its obligations under this Agreement.

III. REQUIREMENTS

- A. **Claims Adjudication:** Contractor shall provide online, point of service, electronic claims adjudication for prescriptions 24 hours daily, 7 days per week.
- B. **Consumer Access and Services:** Contractor shall provide a network of geographically and culturally diverse pharmacies specific to meet the needs of Alameda County residents, this shall include:
1. Pharmacies that are language-capable in the network must include:

- a. Cambodian
 - b. Chinese
 - c. Farsi
 - d. Japanese
 - e. Spanish; and
 - f. Vietnamese
2. Contractor shall provide extended hour pharmacy coverage that includes:
 - a. Weekend coverage;
 - b. Delivery services;
 - c. Blister-packing/specialty packing; and
 - d. At least one network pharmacy in each city and populated unincorporated area of Alameda County.
- C. **Eligibility Upload:** Contractor shall update patient eligibility through web based eligibility and FAX as frequently as required by BHCS, not less than a minimum daily basis. Groups to be populated presently include, but are not limited to:
1. Uninsured adults, children or transitional age youth (TAY), including clients with an unmet Medi-Cal share of cost (Level I);
 2. HealthPAC Behavioral Health Care (Levels II & III);
 3. Medically Indigent Adult (MIA) Medication Program using Patient Assistance Programs (PAPs);
 4. Medicare Part D Coordination of Benefit (COB); and
 5. Urgent uninsured children or TAY for specific day programs.
- D. **340B Third Party Administration:**
1. Contractor shall implement and maintain a 340B drug purchasing program, including contracting, managing virtual inventories and replenishment, verification of patient and clinic program eligibility, maintaining accurate pricing, and preventing drug diversion and duplicate discounts/rebates.
 2. Contractor and the County will work together to develop an additional implementation plan to set forth the more intensive efforts required to build a compliant 340B program with an effective 340B pharmacy network, including a start date.
- E. **Electronic Health Record (EHR) Interface:**
- Contractor shall have the ability to interface with BHCS' new EHR currently under development.

- F. **Eligibility Requirements:** Contractor shall manage and administer the County's eligibility requirements, based on the Patient and eligibility data that the County provides to Contractor. Contractor shall:
1. Organize Patient files and manages eligibility dates to ensure that drugs are dispensed to eligible Patients only;
 2. Provide coordination of benefit for various programs on a Patient-specific basis. Contractor will provide these services for Medi-Cal Patients with a denied medication Treatment Authorization Request (TAR) or Share of Cost (SOC), Medicare Part D Patients whose medication is non-formulary or a denied appeal, and Medicare Part D Patients' medication co-pays; and
 3. Manage Authorized Prescriber files to verify the prescriber is authorized.
 4. **Verification:** Contractor shall administer the BHCS' eligibility requirements, including, but not limited to verification that:
 - a. Each patient is a County-authorized patient;
 - b. Each prescriber is a County-authorized prescriber;
 - c. Each medication is on at least one of the BHCS formularies;
 - d. If a medication is available as a generic, that it is dispensed as a generic medication, even if it is prescribed as a brand-named medication; and
 - e. Approval of medication prior authorization (PA), and the procedure for placing a PA.
- G. **Program Design:** Contractor shall maintain the following on an on-going basis as directed by BHCS.
1. Specific eligibility groups as defined by BHCS;
 2. BHCS formularies and prescribing guidelines/requirements;
 3. Network of prescribers;
 4. Network of pharmacies; and
 5. Eligibility upload.
- H. **Prescription Claims Data:** Contractor shall provide prescription claims data transmission on a monthly basis, not to exceed 12 times per fiscal year; and, no more than three business days after the close of the month.

- I. **Reversal Process:** Contractor shall conduct Reversal Process as directed by BHCS on a monthly basis. BHCS will identify incorrectly billed prescription claims by network pharmacies when other coverage was available (“Reversals”). Reversals shall be done by Contractor as requested by BHCS; Contractor shall reverse the claim or confirm that claim billing to the County has been reversed.
- J. **Paper or Manual Claims:** Contractor shall process eligible paper or manual claims within 30 days of submission by eligible pharmacies.
- K. **Account management & customer service:** Contractor shall provide responsive account management and customer services to the County and pharmacies. This shall include, but not be limited to, meeting the following requirements:
1. Provide BHCS a dedicated experienced account coordinator responsible for the overall Contract requirements, terms and problem resolution. This person must:
 - a. Be available Monday thru Friday from 8:30 a.m. – 5:00 p.m. PST
 - b. Provide a cell phone for emergencies/disaster support, with response time within one (1) hour.
 - c. Meet with the County Pharmacy Director (Director) or designee as requested and as needed.
 - d. Maintain, during off hours, a toll-free voice mail recording system, with all messages answered within the next business day.

For the Contract Pharmacy Network, Contractor shall:

1. Provide Toll-free telephone & FAX lines for customer service (Help Line), availability Monday thru Friday from 8:30 a.m. – 6:00 p.m. PST, with additional hours over the weekend.
 2. Conduct periodic, at minimum annual, retail pharmacy surveys. Consult with the Director on survey criteria prior to conducting survey.
- L. **Medi-Cal-covered Patients:** Contractor shall ensure network pharmacies coordinate benefits (COB) for patients covered through Medi-Cal with:
1. Medi-Cal Share of Cost (SOC)
 2. Medication Treatment Authorization Request (TAR) submission, including:
 - a. Non-covered Medi-Cal medications; and
 - b. Over six (6) prescriptions per consumer.
- M. **Medi-Care Part D-covered Patients:** Contractor shall ensure network pharmacies coordinate benefits (COB) for patients covered through Medi-Care Part D, and for formulary-covered medications, ensuring that payment from the County only occurs for:

1. Medication co-pays;
 2. Medication cost-sharing; and
 3. Denied medication appeals.
- N. **Promptly Process Rebates:** Contractor shall distribute to BHCS on a quarterly basis all rebates collected on BHCS' behalf for medications dispensed through this contract. The County is requiring a minimum 90% County/10% PBM split. These rebates will be paid to BHCS no later than six (6) months after claim adjudication date, and will be accompanied with supportive documentation.
- O. **Training:** Contractor shall provide training to County staff and other users identified by the Director for its web-based ad hoc user query system at no cost to the County and to its users.
- P. **Performance Guarantees:** Contractor shall comply with the performance guarantees set forth below. These guarantees will be evaluated on a quarterly basis, and if not met, will have a monetary penalty payable to the County in the following quarter (the County may deduct any such monetary penalty from the payment of invoice(s) in the following quarter(s)). Contractor shall develop with BHCS further or modified performance guarantees, based on the PBM service expectations.

Performance Guarantees				
Performance Area	Guarantee	Description / Measurement	Measurement Timeframes	Penalty
1) Report Turnaround Time	Reports will be accessible to Client by the agreed upon reporting timeframes as specified in the contract 98% of the time.	Accessibility (via online systems) is defined as reporting system uptime excluding planned maintenance and events beyond the control of Ramsell (i.e., Internet connectivity or internal Client network which may affect Client's access to the Ramsell reporting system).	Monthly. Excludes normal maintenance during off-peak hours.	\$500.00 per occurrence
2) Help Desk Telephone Response Time	< = 90 seconds Average Speed of Answer	Defined as the hold/wait time between the end of the phone system message and hand off to a live agent.	Monthly.	\$1,000.00 per occurrence based on ASA monthly report averages

Performance Guarantees				
Performance Area	Guarantee	Description / Measurement	Measurement Timeframes	Penalty
3) Point-of-Sale Data System Availability	Network pharmacies shall have access to the Ramsell claims processing system at least 99.5% of the time (24/7/365) excluding normal maintenance during off-peak hours.	The percent of time the claims processing system will be available to retail pharmacies as measured by the number of hours the system is available divided by the total number of hours within the reporting period, excluding regularly scheduled maintenance. Calculated by the total number of rejected claims (NCPDP reject codes 95 or 98) divided by the total number of claims for the period. Ramsell is not responsible of systems outside its direct control e.g.: Internet, Client internal	Quarterly.	\$1,000 per occurrence based on average quarterly reporting

- Q. Contractor shall comply with applicable reporting and/or contractual requirements of State and/or Federal agencies, including taking all actions necessary to be compliant with HIPAA business associates requirements.

IV. DELIVERABLES / REPORTS

- A. The following are deliverables required during the term of this contract:
1. Contractor must provide an ad-hoc web-based query tool that is user-friendly for reviewing prescription claims data, including National Council for Prescription Drug Programs (NCPDP) fields, and be able to generating reports 24 hours after claim adjudication. The query tool must be available 24 hours daily, 7 days per week, and be able to download reports into Excel.
 2. Contractor shall use basic programmed reports, downloadable in Excel that can be generated in query tool within a user-identified period. Programmable reports shall include those defined by:
 - a. Medication name (including all medications);
 - b. Prescriber DEA Number (including all prescribers);
 - c. Patient identifier (including all patients); and
 - d. By specific account.
 3. Contractor shall provide training and have educational and technical support, as directed by the County and will be available at no cost, including when there is a change in staff and training and supportspecific to the use of the web-based query tool.

V. Pharmacy Network Contracting and Management

- A. Contractor will develop and manage a pharmacy network for the County, the Contract Pharmacy Network.
- B. Contractor shall meet with the Director of Pharmacy to assist in developing the Program Design and Contract Pharmacy Network beginning the week the contract is executed. The County must authorize each pharmacy that will be included in Contract Pharmacy Network for dispensing medications to Patients.
- C. Contractor will use its best efforts to contract with any pharmacy identified by the County at any time during the term of this Agreement.
- D. Contractor will enter into a Provider Participation Agreement, or PPA, with each pharmacy. Each PPA shall include without limitations the following provisions:
1. The pharmacy's agreement that it will comply with all applicable laws,

- regulations, rules, and requirements applicable to the delivery of services to Patients;
 2. The pharmacy's agreement that it will comply with County's Program Design, including dispensing guidelines;
 3. The pharmacy's agreement that it will submit all claims to the electronic claims-processing system designated by Contractor in the agreed upon NCPDP standard format or a paper format;
 4. The pharmacy's agreement that it will cooperate and participate in audits performed by or on behalf of the County;
 5. The price the pharmacy will be paid by County for Contract Pharmacy Services provided to Patients;
 6. The pharmacy's agreement that it will collect and forward on a regular basis all co-payments due from Patients, if required by the Program Design;
 7. Mutual Indemnification provisions; and
 8. Minimum Insurance requirements.
- E. Contractor shall provide a complete un-redacted copy of any or all PPA agreements, to County upon request.
- F. Contractor will "credential" each pharmacy that agrees to provide services and participate in the Contract Pharmacy Network by verifying:
1. That the pharmacy has a current, unrestricted license to provide pharmacy services to patients located in California;
 2. That the pharmacy maintains the policies of insurance that meet or exceed the minimum requirements under the PPA; and
 3. That the pharmacy's Pharmacist in Charge maintains a current, unrestricted licenses as a pharmacist in California.
- G. Contractor shall update all credentialing files annually, no later than 30 days after the annual anniversary of the effective date of the applicable PPA
- H. **Enrollment and Maintenance:** Contractor will provide the County with two mechanisms to manage client enrollment and maintain the eligibility file.
1. Standard enrollment file processing through RamsellPMB.
 2. County will regularly update its enrollment and eligibility files, which is currently done using a flat file data interchange (EDI) through a secure file transfer process (sFTP). County may use the sFTP in

which files are loaded to Contractor's secure FTP server.

3. Contractor will check its FTP server for eligibility updates regularly during the day. When a file is located, it will be immediately loaded onto RamsellPMB and validated.
4. Contractor will immediately notify the County regarding files with missing data or other format errors. Contractor shall immediately processes all complete files, and its system shall notify Contractor staff of failed loads via automated emails. Contractor staff shall promptly manually check the reason for the failed load and notify the County designated Information Technology (IT) person within 12 hours so that the file can be processed,
5. If County changes the file format for eligibility uploads it will notify Contractor and Contractor shall immediately inform County if there will be any problems with the uploading of information.
6. Manual eligibility processing.
 - a. The County will have the ability to update Patient eligibility through Contractor's secure web-based eligibility module, available on demand.
 - b. Contractor shall process Patient updates and eligibility data within 24 hours to allow Contract Pharmacies to adjudicate claims.
 - c. Contractor will accommodate receipt of fax documents at no additional charge, including eligibility and prescription documents. The County or Contract Pharmacy will fax documents to Contractor's at the following fax number (510) 587-2729. Contractor shall immediately notify County if the number is changed.

EXHIBIT B

PAYMENT TERMS

I. Compensation: Transparency and Full Pass Through

- A. Contractor will deliver fully transparent pass-through pricing, including discounts. Contractor will demonstrate fully transparent pass-through pricing on its invoices, including for each prescription, the amount billed to the County and the amount paid to the pharmacy.
- B. Contractor will bill County the actual amount paid to the Contract Pharmacy plus the prescription pharmacy dispensing fee.
- C. Contractor's Administrative Fee shall be the full and total amount that Contractor will receive as compensation for each paid prescription. Contractor shall not retain any non-approved, non-disclosed or hidden revenue.
- D. Each invoice to the County will contain:
 - 1. The actual amount that the Contractor paid to the Contract Pharmacy for the prescription;
 - 2. The actual dispensing fee that Contractor paid to the Contract Pharmacy; and
 - 3. Contractor's Administrative Fee.
- E. Contractor may invoice the County for blister packing reimbursement of the actual amount paid to a Contract Pharmacy, up to .50 cents per medication per week.
- F. Any custom or additional fee must be preapproved in writing by the Director of Pharmacy.
- G. Any additional services that require payment of any fee or cost to the County must be pre-approved in writing by the Director. Items for which there is an hourly rate shall be no more than \$250/hour and the Prior Authorization Fee shall be no more than \$40 each.

II. Payment

- A. Monthly Billing: Contractor will invoice the County on a monthly cycle, not to exceed 12 times per fiscal year.

- B. Invoices must be submitted electronically to:

Alameda County Behavioral Health Services
HCSA building
2000 Embarcadero Drive
Oakland, CA
Attention: Jacqueline Jordan
Jacqueline.Jordan@acgov.org;

- C. Invoices will be reviewed for approval by the Alameda County Behavioral Health Services. It will be the Contractor's responsibility to ensure information provided on the invoices is true and accurate.

- D. County will use its best efforts to make payment to Contractor upon successful completion and acceptance of the following services listed within thirty (30) days upon receipt and approval of invoice.

- E. Total payment under the terms of this Agreement will not exceed the total amount of \$1,750,000. This cost includes all taxes and all other charges.

III. Contract Services Pricing

Exhibit B includes and incorporates by reference the Contract Services Pricing set forth below in sub Exhibit B-1.

EXHIBIT B-1
CONTRACT SERVICES PRICING

Contractor shall be paid based on a Per Paid Claim Adjudication Fee. Contractor shall bill the county a maximum of \$17 per paid claim adjudication fee but no fee for either claim rejections or reversals. The fee shall be subject to the following schedule:

DESCRIPTION	Unit of Measure	Year 1	Year 2	Year 3
Discount for Brand- named medication: Post rollback AWP rate (AWP %)	%	15%	15%	15%
Brand named Medication: Wholesale Acquisition Cost (WAC) Rate (WAC %)	%	2%	2%	2%
Discount for Generic medication (AWP %)	%	40%	40%	40%
*Guaranteed Generic Average Discount Generic Effective Rate	%	78%	78%	78%
Dispensing Fee (\$ per prescription)	\$/RX	\$2.00	\$2.00	\$2.00
Prescription Adjudication Fee (Per Paid Prescription)	EACH	\$16.00	\$16.48	\$16.97
Per member Per Month (PMPM)	PMPM	\$0.00	\$0.00	\$0.00
Pricing (alternative to prescription adjudication fee)	EACH	NA	NA	NA
340B Dispensing fee (per prescription)	\$/RX	\$18.00	\$19.00	\$20.00
340B Prescription Adjudication (Per paid Prescription)	EACH	\$4.25	\$4.38	\$4.51
Prior authorization fee	EACH	\$40.00	\$40.00	\$40.00
Any eligibility - loading fee (monthly and per new client)	EACH	\$0.00	\$0.00	\$0.00
Formulary change fee	EACH	\$250.00	\$250.00	\$250.00
MD addition/deletion fee	EACH	\$0.00	\$0.00	\$0.00
Paper claim processing fee	EACH	\$3.50	\$3.50	\$3.50
All user driver query associated fees	EACH	\$0.00	\$0.00	\$0.00
All programming and reporting fees	EACH	\$250.00	\$250.00	\$250.00

*Applies to all generic medication. Annual calculations & if necessary, payment to County.

EXHIBIT C

INSURANCE REQUIREMENTS
CONTRACTORS INSURANCE REQUIREMENTS SYSTEM

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) \$5,000,000 aggregate Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
<p><u>Endorsements and Conditions:</u></p> <ol style="list-style-type: none"> 1. ADDITIONAL INSURED: ALL INSURANCE REQUIRED ABOVE WITH THE EXCEPTION OF PERSONAL AUTOMOBILE LIABILITY, WORKERS' COMPENSATION AND EMPLOYERS LIABILITY, SHALL BE ENDORSED TO NAME AS ADDITIONAL INSURED: COUNTY OF ALAMEDA, ITS BOARD OF SUPERVISORS, THE INDIVIDUAL MEMBERS THEREOF, AND ALL COUNTY OFFICERS, AGENTS, EMPLOYEES AND REPRESENTATIVES. 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: <ul style="list-style-type: none"> – Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies. – Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured. 7. CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. 8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The require certificate(s) and endorsements must be sent to: <ul style="list-style-type: none"> - Department/Agency issuing the contract - With a copy to Risk Management Unit (125 – 12th Street, 3rd Floor, Oakland, CA 94607) 		

EXHIBIT D

**COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION**

(Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named and unnamed subcontractor:

- **Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;**
- **Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;**
- **Does not have a proposed debarment pending; and**
- **Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.**

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: Ramsell Corporation

PRINCIPAL: Sophia J. Byndloss **TITLE:** President, Products and Services

SIGNATURE:  **DATE:** 10/15/2018

EXHIBIT E

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Exhibit, the HIPAA Business Associate Agreement (“Exhibit”) supplements and is made a part of the underlying agreement (“Agreement”) by and between the County of Alameda, (“County” or “Covered Entity”) and **Ramsell Corporation**, (“Contractor” or “Business Associate”) to which this Exhibit is attached. This Exhibit is effective as of the effective date of the Agreement.

I. RECITALS

Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”);

Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the “HITECH Act”), the regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”), and other applicable laws; and

The Privacy Rule and the Security Rule in the HIPAA Regulations require Covered Entity to enter into a contract, containing specific requirements, with Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, sections 164.314(a), 164.502(e), and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and as contained in this Agreement.

II. STANDARD DEFINITIONS

Capitalized terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those terms are defined in the HIPAA Regulations. In the event of an inconsistency between the provisions of this Exhibit and the mandatory provisions of the HIPAA Regulations, as amended, the HIPAA Regulations shall control. Where provisions of this Exhibit are different than those mandated in the HIPAA Regulations, but are nonetheless permitted by the HIPAA Regulations, the provisions of this Exhibit shall control. All regulatory references in this Exhibit are to HIPAA Regulations unless otherwise specified.

The following terms used in this Exhibit shall have the same meaning as those terms in the HIPAA Regulations: Data Aggregation, Designated Record Set, Disclosure,

Electronic Health Record, Health Care Operations, Health Plan, Individual, Limited Data Set, Marketing, Minimum Necessary, Minimum Necessary Rule, Protected Health Information, and Security Incident.

The following term used in this Exhibit shall have the same meaning as that term in the HITECH Act: Unsecured PHI.

III. SPECIFIC DEFINITIONS

Agreement. “Agreement” shall mean the underlying agreement between County and Contractor, to which this Exhibit, the HIPAA Business Associate Agreement, is attached.

Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 C.F.R. section 160.103, the HIPAA Regulations, and the HITECH Act, and in reference to a party to this Exhibit shall mean the Contractor identified above. “Business Associate” shall also mean any subcontractor that creates, receives, maintains, or transmits PHI in performing a function, activity, or service delegated by Contractor.

Contractual Breach. “Contractual Breach” shall mean a violation of the contractual obligations set forth in this Exhibit.

Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 C.F.R. section 160.103, and in reference to the party to this Exhibit, shall mean any part of County subject to the HIPAA Regulations.

Electronic Protected Health Information. “Electronic Protected Health Information” or “Electronic PHI” means Protected Health Information that is maintained in or transmitted by electronic media.

Exhibit. “Exhibit” shall mean this HIPAA Business Associate Agreement.

HIPAA. “HIPAA” shall mean the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

HIPAA Breach. “HIPAA Breach” shall mean a breach of Protected Health Information as defined in 45 C.F.R. 164.402, and includes the unauthorized acquisition, access, use, or Disclosure of Protected Health Information which compromises the security or privacy of such information.

HIPAA Regulations. “HIPAA Regulations” shall mean the regulations promulgated under HIPAA by the U.S. Department of Health and Human Services, including those set forth at 45 C.F.R. Parts 160 and 164, Subparts A, C, and E.

HITECH Act. “HITECH Act” shall mean the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the “HITECH Act”).

Privacy Rule and Privacy Regulations. “Privacy Rule” and “Privacy Regulations” shall mean the standards for privacy of individually identifiable health information set forth in the HIPAA Regulations at 45 C.F.R. Part 160 and Part 164, Subparts A and E.

Secretary. “Secretary” shall mean the Secretary of the United States Department of Health and Human Services (“DHHS”) or his or her designee.

Security Rule and Security Regulations. “Security Rule” and “Security Regulations” shall mean the standards for security of Electronic PHI set forth in the HIPAA Regulations at 45 C.F.R. Parts 160 and 164, Subparts A and C.

IV. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE

Business Associate may only use or disclose PHI:

- A. As necessary to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or Disclosure would not violate the Privacy Rule if done by Covered Entity;
- B. As required by law; and
- C. For the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

V. PROTECTION OF PHI BY BUSINESS ASSOCIATE

- A. *Scope of Exhibit.* Business Associate acknowledges and agrees that all PHI that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording and electronic display, by Covered Entity or its operating units to Business Associate, or is created or received by Business Associate on Covered Entity’s behalf, shall be subject to this Exhibit.

- B. *PHI Disclosure Limits.* Business Associate agrees to not use or further disclose PHI other than as permitted or required by the HIPAA Regulations, this Exhibit, or as required by law. Business Associate may not use or disclose PHI in a manner that would violate the HIPAA Regulations if done by Covered Entity.
- C. *Minimum Necessary Rule.* When the HIPAA Privacy Rule requires application of the Minimum Necessary Rule, Business Associate agrees to use, disclose, or request only the Limited Data Set, or if that is inadequate, the minimum PHI necessary to accomplish the intended purpose of that use, Disclosure, or request. Business Associate agrees to make uses, Disclosures, and requests for PHI consistent with any of Covered Entity's existing Minimum Necessary policies and procedures.
- D. *HIPAA Security Rule.* Business Associate agrees to use appropriate administrative, physical and technical safeguards, and comply with the Security Rule and HIPAA Security Regulations with respect to Electronic PHI, to prevent the use or Disclosure of the PHI other than as provided for by this Exhibit.
- E. *Mitigation.* Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or Disclosure of PHI by Business Associate in violation of the requirements of this Exhibit. Mitigation includes, but is not limited to, the taking of reasonable steps to ensure that the actions or omissions of employees or agents of Business Associate do not cause Business Associate to commit a Contractual Breach.
- F. *Notification of Breach.* During the term of the Agreement, Business Associate shall notify Covered Entity in writing within twenty-four (24) hours of any suspected or actual breach of security, intrusion, HIPAA Breach, and/or any actual or suspected use or Disclosure of data in violation of any applicable federal or state laws or regulations. This duty includes the reporting of any Security Incident, of which it becomes aware, affecting the Electronic PHI. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized use or Disclosure required by applicable federal and/or state laws and regulations. Business Associate shall investigate such breach of security, intrusion, and/or HIPAA Breach, and provide a written report of the investigation to Covered Entity's HIPAA Privacy Officer or other designee that is in compliance with 45 C.F.R. section 164.410 and that includes the identification of each individual whose PHI has been breached. The report shall be delivered within fifteen (15) working days of the discovery of the breach or unauthorized use or Disclosure. Business Associate shall be responsible for any obligations under the HIPAA Regulations to notify individuals of such breach, unless Covered Entity agrees otherwise.
- G. *Agents and Subcontractors.* Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or

received by Business Associate on behalf of Covered Entity, agrees to the same restrictions, conditions, and requirements that apply through this Exhibit to Business Associate with respect to such information. Business Associate shall obtain written contracts agreeing to such terms from all agents and subcontractors. Any subcontractor who contracts for another company's services with regards to the PHI shall likewise obtain written contracts agreeing to such terms. Neither Business Associate nor any of its subcontractors may subcontract with respect to this Exhibit without the advanced written consent of Covered Entity.

- H. *Review of Records.* Business Associate agrees to make internal practices, books, and records relating to the use and Disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to Covered Entity, or at the request of Covered Entity to the Secretary, in a time and manner designated by Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Regulations. Business Associate agrees to make copies of its HIPAA training records and HIPAA business associate agreements with agents and subcontractors available to Covered Entity at the request of Covered Entity.
- I. *Performing Covered Entity's HIPAA Obligations.* To the extent Business Associate is required to carry out one or more of Covered Entity's obligations under the HIPAA Regulations, Business Associate must comply with the requirements of the HIPAA Regulations that apply to Covered Entity in the performance of such obligations.
- J. *Restricted Use of PHI for Marketing Purposes.* Business Associate shall not use or disclose PHI for fundraising or Marketing purposes unless Business Associate obtains an Individual's authorization. Business Associate agrees to comply with all rules governing Marketing communications as set forth in HIPAA Regulations and the HITECH Act, including, but not limited to, 45 C.F.R. section 164.508 and 42 U.S.C. section 17936.
- K. *Restricted Sale of PHI.* Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of Covered Entity and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to the Agreement.
- L. *De-Identification of PHI.* Unless otherwise agreed to in writing by both parties, Business Associate and its agents shall not have the right to de-identify the PHI. Any such de-identification shall be in compliance with 45 C.F.R. sections 164.502(d) and 164.514(a) and (b).

- M. *Material Contractual Breach.* Business Associate understands and agrees that, in accordance with the HITECH Act and the HIPAA Regulations, it will be held to the same standards as Covered Entity to rectify a pattern of activity or practice that constitutes a material Contractual Breach or violation of the HIPAA Regulations. Business Associate further understands and agrees that: (i) it will also be subject to the same penalties as a Covered Entity for any violation of the HIPAA Regulations, and (ii) it will be subject to periodic audits by the Secretary.

VI. INDIVIDUAL CONTROL OVER PHI

- A. *Individual Access to PHI.* Business Associate agrees to make available PHI in a Designated Record Set to an Individual or Individual's designee, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.524. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.
- B. *Accounting of Disclosures.* Business Associate agrees to maintain and make available the information required to provide an accounting of Disclosures to an Individual as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.528. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.
- C. *Amendment to PHI.* Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 C.F.R. section 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.526. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

VII. TERMINATION

- A. *Termination for Cause.* A Contractual Breach by Business Associate of any provision of this Exhibit, as determined by Covered Entity in its sole discretion, shall constitute a material Contractual Breach of the Agreement and shall provide grounds for immediate termination of the Agreement, any provision in the Agreement to the contrary notwithstanding. Contracts between Business Associates and subcontractors are subject to the same requirement for Termination for Cause.
- B. *Termination due to Criminal Proceedings or Statutory Violations.* Covered Entity may terminate the Agreement, effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for a violation of

HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which Business Associate has been joined.

- C. *Return or Destruction of PHI.* In the event of termination for any reason, or upon the expiration of the Agreement, Business Associate shall return or, if agreed upon by Covered Entity, destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

If Business Associate determines that returning or destroying the PHI is infeasible under this section, Business Associate shall notify Covered Entity of the conditions making return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Exhibit to such PHI and limit further uses and Disclosures to those purposes that make the return or destruction of the information infeasible.

VIII. MISCELLANEOUS


- A. *Disclaimer.* Covered Entity makes no warranty or representation that compliance by Business Associate with this Exhibit, HIPAA, the HIPAA Regulations, or the HITECH Act will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate is or will be secure from unauthorized use or Disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- B. *Regulatory References.* A reference in this Exhibit to a section in HIPAA, the HIPAA Regulations, or the HITECH Act means the section as in effect or as amended, and for which compliance is required.
- C. *Amendments.* The parties agree to take such action as is necessary to amend this Exhibit from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, the HIPAA Regulations, and the HITECH Act.
- D. *Survival.* The respective rights and obligations of Business Associate with respect to PHI in the event of termination, cancellation or expiration of this

Exhibit shall survive said termination, cancellation or expiration, and shall continue to bind Business Associate, its agents, employees, contractors and successors.

- E. *No Third Party Beneficiaries.* Except as expressly provided herein or expressly stated in the HIPAA Regulations, the parties to this Exhibit do not intend to create any rights in any third parties.
- F. *Governing Law.* The provisions of this Exhibit are intended to establish the minimum requirements regarding Business Associate's use and Disclosure of PHI under HIPAA, the HIPAA Regulations and the HITECH Act. The use and Disclosure of individually identified health information is also covered by applicable California law, including but not limited to the Confidentiality of Medical Information Act (California Civil Code section 56 *et seq.*). To the extent that California law is more stringent with respect to the protection of such information, applicable California law shall govern Business Associate's use and Disclosure of confidential information related to the performance of this Exhibit.
- G. *Interpretation.* Any ambiguity in this Exhibit shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA, the HIPAA Regulations, the HITECH Act, and in favor of the protection of PHI.

This EXHIBIT, the HIPAA Business Associate Agreement is hereby executed and agreed to by **CONTRACTOR:**

Name: Ramsell Corporation

By (Signature):  _____

Print Name: Sophia J. Byndloss

Title: President, Products and Services

EXHIBIT F

COUNTY OF ALAMEDA
THE IRAN CONTRACTING ACT (ICA) OF 2010
For Procurements of \$1,000,000 or more

The California Legislature adopted the Iran Contracting Act (ICA) to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The ICA prohibits persons engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A person who “engages in investment activities in Iran” is defined in either of two ways:

1. The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. The person is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2201(b) as a person engaging in the investment activities described in paragraph 1 above.

By signing below, I hereby certify that as of the time of bidding or proposing for a new contract or renewal of an existing contract, neither I nor the company I own or work for are identified on the DGS list of ineligible persons and neither I nor the company I own or work for are engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

If either I or the company I own or work for are ineligible to bid or submit a proposal or to renew a contract, but I believe I or it qualifies for an exception listed in PCC § 2202(c), I have described in detail the nature of the exception: _____

NAME: RAMSELL CORPORATION

PRINCIPAL: sbyndloss@ramsellcorp.com

TITLE: President, Products and Services

SIGNATURE: 

DATE: 10/15/2018

QUESTIONNAIRE FOR DETERMINING THE WITHHOLDING STATUS

INSTRUCTIONS: This questionnaire is to be completed by the County department for services contracts and must be included as part of the contract package. Be sure to answer all of the questions in Sections I and II and to complete the certifications on page 2. Sections III and IV contain supplemental questions to be answered for contractors in certain service categories.

CONTRACTOR NAME: Ramsell Corporation DEPT #: 350511

TITLE/SERVICE: Pharmacy Benefit Management

DEPT. CONTACT: Jacqueline Jordan PHONE: 510 577-1939

I. INFORMATION ABOUT THE CONTRACTOR **YES NO**

1. Is the contractor a corporation or partnership? (x) ()
2. Does the contractor have the right per the contract to hire others to do the work agreed to in the contract? (x) ()
3. If the answer to BOTH questions is YES, provide the employer ID number here:
94-1654229
No other questions need to be answered. Withholding is not required.
4. If the answer to question 1 is NO and 2 is YES, provide the individual social security number here:
No other questions need to be answered. Withholding is not required.
5. If the answer to question 2 is NO, continue to Section II.

II. RELATIONSHIP OF THE PARTIES **YES NO**

1. Does the County have the right to control the way in which the work will be done, i.e., will the County be able to specify the sequence of steps or the processes to be followed if it chooses to do so? () ()
2. Is the contractor restricted from performing similar services for other businesses while he is working for the County? () ()
3. Will the contractor be working for more than 50% of the time for the County (50% = 20 hrs/wk; 80 hrs/mo)? () ()

4. Is the relationship between the County and the contractor intended to be ongoing? () ()

III. FOR CONSULTANTS, PROJECT MANAGERS, PROJECT COORDINATORS YES NO

1. Is the contractor being hired for a period of time rather than for a specific project? () ()

2. Will payment be based on a wage or salary (as opposed to a commission or lump sum)? () ()

IV. FOR PHYSICIANS, PSYCHIATRISTS, DENTISTS, PSYCHOLOGISTS YES NO

1. Will the agreement be with an individual who does not have an outside practice? () ()

2. Will the contractor work more than an average of ten hours per week?
IF THE ANSWER TO QUESTION 2 IS YES, ANSWER QUESTION 3.

3. Will the County provide more than 20% of the contractor's income? () ()

4. If the answer to either question 2, or if required, question 3 is NO, the entire answer is NO.

A "YES" answer to any of the questions in Section II, or, if applicable, Sections III or IV constitutes justification for paying the contractor through the payroll system as an "employee for withholding purposes."

CERTIFICATIONS:

I hereby certify that the answers to the above questions accurately reflect the anticipated working relationship for this contract.

DocuSigned by:


Contractor Signature

Sophia J. Byndloss

Printed Name

10/15/2018

Date

DocuSigned by:


Agency/Department Head/Designee
Signature

John Glann

Printed Name

10/15/2018

Date

**COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of _____, 2018, is by and between the County of Alameda, hereinafter referred to as the “County”, and Ramsell Corporation, hereinafter referred to as the “Contractor”.

WITNESSETH

Whereas, County desires to obtain pharmacy benefit management services which are more fully described in Exhibit A hereto (“Services”); and

Whereas, Contractor is professionally qualified to provide such services and is willing to provide same to County; and

Now, therefore it is agreed that County does hereby retain Contractor to provide Pharmacy Benefit Management Services, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- Exhibit A Specifications
- Exhibit B Payment Terms
- Exhibit C Insurance Requirements
- Exhibit D Debarment and Suspension Certification
- Exhibit E HIPAA Business Associate Agreement
- Exhibit F The Iran Contracting Act (ICA) of 2010

The term of this Agreement shall be from November 1, 2018 through October 31, 2021.

The compensation payable to Contractor hereunder shall not exceed One Million Seven Hundred and Fifty Thousand Dollars (\$1,750,000) for the term of this Agreement.

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

COUNTY OF ALAMEDA

RAMSELL CORPORATION

By: DocuSigned by:
John Glann
EB371BC6D6094BF...
Signature

By: DocuSigned by:
SJB
7637E03C8646499
Signature

Name: John Glann
(Printed)

Name: Sophia J. Byndloss
(Printed)

Title: Purchasing Manager

Title: President, Products and Services

Date: 10/15/2018

Date: 10/15/2018

By: DocuSigned by:
kimberly Gasaway
BB3D9AF6A6CD422
Signature

Name: Kimberly Gasaway
(Printed)

Title: Chief Deputy, Administration

Date: 10/15/2018

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such amounts.

In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of County is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two week's notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees' Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

3. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with the County maintain in force, at minimum, those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein. The County and all parties as set forth on Exhibit C shall be considered an additional insured or loss payee if applicable. All of Contractor's available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. Contractor's insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to County. Contractor's excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the County before County's own insurance policy or self-insurance shall be called upon to protect it as a named insured.

4. **PREVAILING WAGES:** Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.
5. **WORKERS' COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
6. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.
 - b. **Accidents:** If a death, serious personal injury, or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
 - c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public

safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.

7. **DEBARMENT AND SUSPENSION CERTIFICATION:** (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).
 - a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
 - b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.
8. **PAYMENT:** For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.
9. **TRAVEL EXPENSES:** Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.
10. **TAXES:** Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.
11. **OWNERSHIP OF DOCUMENTS:** Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

Contractor also hereby assigns to the County and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor's Information System, respecting in any way the subject matter of this Agreement.

Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by County to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the County and any assignee of the County an express royalty – free license to retain and use said Documents and Materials. The County's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

In Contractor's contracts with other Contractors, Contractor shall expressly obligate its Sub-Contractors to grant the County the aforesaid assignment and license rights as to that Contractor's Documents and Materials. Contractor agrees to defend, indemnify, and hold the County harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in Exhibit "A", and shall defend, indemnify and hold the County harmless from any claims for infringement of patent or copyright arising out of such selection. The County's rights under this Paragraph 11 shall not extend to any computer software used to create such Documents and Materials.

12. **CONFLICT OF INTEREST; CONFIDENTIALITY:** The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future, conflict of interest between providing the County services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this

Agreement for the County will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

13. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service. Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To County: COUNTY OF ALAMEDA
Behavioral Health Care Services
200 Embarcadero Cove, Ste 101
Oakland, CA
Attn: Jacqueline Jordan

To Contractor: Ramsell Corporation
200 Webster Street, Ste 300
Oakland CA 94607
Attn: Sophia J. Byndloss

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

14. USE OF COUNTY PROPERTY: Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
15. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
 - a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - b. Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - c. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
 - d. Contractor shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts.
 - e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.

- f. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.
16. **DRUG-FREE WORKPLACE:** Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
17. **AUDITS; ACCESS TO RECORDS:** The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the County, make such books and records available to the County for inspection at a location within County or Contractor shall pay to the County the reasonable, and necessary costs incurred by the County in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the County makes the final or last payment or within three (3) years after any pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.

18. **DOCUMENTS AND MATERIALS:** Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 11 of this Agreement. Contractor's obligations under the preceding sentence shall continue for three (3) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by County), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the County's last payment to Contractor under this Agreement.
19. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
20. **TERMINATION:** The County has and reserves the right to suspend, terminate, or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate, or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its Pharmacy Benefits Management Services shall not exceed \$1,750,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.
21. **SMALL LOCAL AND EMERGING BUSINESS PARTICIPATION:** Contractor has been certified by the County as a small or emerging local business. As a result, there is no requirement to subcontract with another business in order to satisfy the County's Small and Emerging Local Business provision. If during the term of this contract, Contractor's certification status changes, Contractor shall notify the County within three business days.

Should Contractor's status as a certified small or emerging local business change at any time during the term of this Agreement, Contractor shall negotiate with County to be in compliance with the County's Small and Emerging Local Business provision, including but not limited to:

- a. Contractor must subcontract a minimum 20% of the remaining contract value with a certified small or emerging local business (es).
- b. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.

- c. As is applicable, Contractor shall ensure that their certification status is maintained in compliance with the SLEB Program for the term of this contract.
- d. For any subcontractors retained to comply with this provision, Contractor shall not substitute any such small and/or emerging local business(s) subcontractor without prior written approval from the County. Said requests to substitute shall be submitted in writing to the County department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance (OCC). Further approval from the Board of Supervisors may also be required.
- e. If subcontractors are added to the contract, all SLEB participation, except for prime contractor, must be tracked and monitored utilizing the Elation compliance System (see Exhibit E). SLEB prime contractor with SLEB subcontractors must enter payments made to subcontractors in the Elation System and ensure that SLEB subcontractors confirm payments received.

Contractor shall meet the requirements above within 15 business days of the County notifying Contractor that it is no longer in compliance with the program. County will be under no obligation to pay contractor for the percent committed to a SLEB subcontractor if the work is not performed by the listed small and/or emerging local business.

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact the County Auditor- Controller's Office of Contract Compliance (OCC) via e-mail at ACSLEBcompliance@acgov.org.

- 22. **FIRST SOURCE PROGRAM:** For contracts over \$100,000, Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public.
- 23. **CHOICE OF LAW:** This Agreement shall be governed by the laws of the State of California.
- 24. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right or remedy shall be deemed a

waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.
26. **HEADINGS** herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
27. **ADVERTISING OR PUBLICITY:** Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.
28. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
29. **ASSURANCE OF PERFORMANCE:** If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
30. **SUBCONTRACTING/ASSIGNMENT:** Contractor shall not subcontract, assign, or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.

- a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County's prior written approval.
 - c. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, including, without limitation, Exhibit C. Contractor shall verify subcontractor's compliance.
 - d. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.
31. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.
32. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
33. **PATENT AND COPYRIGHT INDEMNITY:** Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("Contractor Products") provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify Contractor promptly of such claim, suit, or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County's prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.

- a. If Contractor is obligated to defend County pursuant to this Section 33 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with County's defense and/or settlement of such proceeding.
 - b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.
 - c. Notwithstanding this Section 33, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.
34. **OTHER AGENCIES:** Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.
35. **EXTENSION:** This agreement may be extended for two additional one year terms by mutual agreement of the County and the Contractor.
36. **SIGNATORY:** By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

[END OF GENERAL TERMS AND CONDITIONS]

ADDITIONAL PROVISIONS

A. Paragraph 2, INDEMNIFICATION, is deleted and replaced with the following:

2. INDEMNIFICATION: To the fullest extent permitted by law, each party shall hold harmless, defend and indemnify the other party, its Board of Supervisors, employees, officers, and agents from and against any and all third-party claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this Agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The Indemnitee Party may participate in the defense of any such claim without relieving the Indemnifying Party of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees' Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

B. Paragraph 7, DEBARMENT AND SUSPENSION CERTIFICATION, is amended to add the following subdivision (c):

c. County will verify Contractor, its principal and their named subcontractors are not on the Federal debarred, suspended or otherwise excluded list of vendors located at the System for Award Management website (SAM), www.SAM.gov:

- (1) There is NO FEE to register or maintain your SAM.gov registration;
- (2) County requires SAM.gov registration to include a DUNS number:
- (3) *DUNS = Data Universal Numbering System: A code required by the*

federal government for all organizations applying for federal grants. The 9-digit code is issued by the Dun and Bradstreet (D&B) at NO FEE and gives organizations, such as the County useful information for making credit, purchasing and marketing decisions. This code is thus used by the County to evaluate the creditworthiness of grants applicants. Contractors and bidders to various government procurements are also evaluated using DUNS.

(4) Get a DUNS: <http://www.dnb.com/DUNS-number.html>

C. Paragraph 11 OWNERSHIP OF DOCUMENTS is deleted in its entirety and replaced with the following

11. OWNERSHIP OF DOCUMENTS:

Contractor Intellectual Property. Contractor owns and will retain all right, title, and interest in the intellectual property in the items and services that Contractor provides to County under this Agreement, including without limitation, Services and RamsellPBM ("Contractor Items and Services"). Contractor's assignment to County includes assignment for use of all Contractor Items and Services.

Contractor hereby grants the County and any assignee of the County an unlimited, express, royalty-free, perpetual, and irrevocable license to retain and use and reproduce all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor including all Contractor Items and Services (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

Contractor also hereby grants to the County and its assignees an unlimited, express, royalty-free, perpetual, and irrevocable license to retain and use and reproduce all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor's Information System, respecting in any way the subject matter of this Agreement.

Contractor agrees to take such further steps as may be reasonably requested by County to implement the aforesaid license. The County's rights under this

Paragraph 11 shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

In Contractor's contracts with other contractors, Contractor shall expressly obligate its sub-contractors to grant the County the aforesaid unlimited license rights as to that Contractor's Documents and Materials. Contractor agrees to defend, indemnify and hold the County harmless from any damage caused by a failure of the Contractor to obtain such rights from its contractors and/or sub-contractors.

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in Exhibit "A", and shall defend, indemnify and hold the County harmless from any claims for infringement of patent or copyright arising out of such selection. The County's rights under this Paragraph 11 shall not extend to any computer software used to create such Documents and Materials.

County Intellectual Property. County owns and will retain all right, title, and interest in the intellectual Property in all data provided by County to Contractor, all claims data, and all work product produced specifically for County as required by the terms of this Agreement ("County Intellectual Property"). Contractor will not acquire any right, title, or interest in the County Intellectual Property, except for the Limited Use Rights expressly set forth in the Agreement. Any rights not expressly granted herein are deemed withheld. Subject to any third party's rights and the terms and conditions of this Agreement, County hereby grants to Contractor, and Contractor hereby accepts, a non-exclusive, and non-transferable limited right and license to use and reproduce County Intellectual Property for the sole purpose of performing its obligations under this Agreement. Contractor may not without specific written approval from the Director of the General Services Agency use or reproduce County trademarks.

- D. The first of Paragraph 17, AUDITS; ACCESS TO RECORDS, is deleted and replaced with the following:

The Contractor shall make reasonably available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may reasonably require with regard to any such expenditure or disbursement charged by the Contractor.

- E. Paragraph 29, ASSURANCE OF PERFORMANCE, is deleted and replaced with the following:

29. ASSURANCE OF PERFORMANCE: If at any time County reasonably and in good faith believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and, if applicable, a written plan acceptable to County, which acceptance shall not be unreasonably withheld, to respond to the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and, if applicable, written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan, unless, based on the described alleged deficiencies, County would reasonably expect a longer period for Contractor to respond and commence a plan. Contractor acknowledges and agrees that any failure to provide such written assurances within the reasonable time, as determined by County, is a material breach under this Agreement.

- F. Paragraph 30, SUBCONTRACTING/ASSIGNMENT, is amended to add the following:

The Parties agree that Contractor's engagement of a vendor to provide a point-of-sale system to all of Contractor's customers, not just County, does not constitute subcontracting, assignment, or delegation for the purpose of this Section 30. Contractor will take all necessary steps to protect and keep PHI protected, including entering into a HIPAA-complaintant Business Associates Agreement with the vendor if they will have access the PHI.

- G. Paragraph 34, OTHER AGENCIES is deleted and replaced with the following:

34. OTHER AGENCIES: Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. If the Contractor is requested to service these agencies, Contractor will not be required to agree to provide services to these agencies and will be given the opportunity to negotiate additional or different requirements and payment terms before agreeing to provide services to the other agency. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency

H. Paragraph 35, EXTENSION, is deleted and replaced with the following:

35. EXTENSION: This agreement may be extended for two additional one-year terms by mutual, written agreement of the County and the Contractor.

County Counsel Signature: _____
K. Joon Oh, Deputy County Counsel

EXHIBIT A SPECIFICATIONS

Contractor shall provide pharmacy benefit management services in accordance with the specifications set forth in this contract. This Exhibit A has been drafted to include the requirements contained in the Request for Proposal No. 901646, including any addenda, the proposal response of Contractor (Response), and additional services that the County obtained through negotiations, if any. In the event of any conflict (direct or indirect) among any of the exhibits, the RFP, and the Response, the more stringent requirements providing the County with the broader scope of services shall have precedence, such that this Exhibit A including all attachments, the scope of work described in the RFP, and the scope of work described in Contractor's proposal shall be performed to the greatest extent feasible. The RFP and Response may be relied upon to interpret this Contract and shall be applied in such a manner so that the obligations of the Contractor are to provide the County with the broadest scope of services for the best value.

I. DEFINITION

As used in this Agreement, the following terms have the meanings set forth below:

- **"Account Manager"** means Contractor primary point of contact that works with contractor's team of representatives including benefit design and clinical experts, IT professionals, and a help desk team that will assist the County, patients, pharmacists and physicians.
- **"Administrative Fee"** means the total administrative fee payable to Contractor from the County per prescription processed.
- **"Authorized Clinic"** means a clinic that the County is in contract with to provide services to Patients and has been designated as authorized to participate in the Program Design. County may update the list of Authorized Clinics from time to time. Each Authorized Clinic may have physician(s), advanced nurse practitioner(s), physician assistant(s) or other providers that are providing services to a Patient.
- **"Authorized Provider"** means a physician, advanced nurse practitioner, physician assistant or other providers authorized to participate in the Pharmacy Program Design and employed or contracted by an Authorized Clinic to provide services to a Patient.
- **"Claim"** means a Contract Pharmacy's billing or invoice for a single prescription dispensed to a Patient.
- **"Contract Dispensing Fee"** means the fee that Contractor pays to the

pharmacy to dispense the medication, which will be charged to County for reimbursement.

- **"Contract Pharmacy"** means a facility that is licensed to operate a pharmacy and which entered into a Pharmacy Provider Agreement with Contractor to dispense Covered Drugs to Patients and has been authorized by County to become part of the Contract Pharmacy Network.
- **"Contract Pharmacy Network"** means the authorized facilities that are licensed to operate a pharmacy and which entered into a Pharmacy Provider Agreement with Contractor to dispense Covered Drugs to Patients.
- **"Contract Pharmacy Services"** means the dispensing and other services provided by a Contract Pharmacy pursuant to a Pharmacy Provider Agreement.
- **"County"** means the County of Alameda and its agencies and departments that are authorized to receive services under this Agreement, specifically Health Care Services Agency (HCSA), [which includes Behavioral Health Care Services (BHCS) and Public Health Department] and other agencies and departments as approved by the Director of the Alameda County General Services Agency.
- **"Director"** means the Director of Pharmacy Services, Alameda County Health Care Services Agency.
- **"Dispensing Guidelines"** means guidelines developed and approved by the County for medication dispensary by pharmacies.
- **"NCPDP"** means National Council for Prescription Drug Programs.
- **"Patient"** means an individual who is enrolled in a county program, as identified in the Program Design, receiving services at an Authorized Clinic, and in whose name a prescription is written by an Authorized Provider and dispensed by a Contract Pharmacy.
- **"Pharmacy Provider Agreement" or "Provider Participation Agreement"** ("PPA") means a written agreement between a pharmacy and Contractor, to become part of the Contract Pharmacy Network and provide Contract Pharmacy Services.
- **"Pharmacy Benefit Administrator" or "PBA"** means Contractor, Ramsell Corporation.

- **"Program Design"** means the formulary that has been approved by County, which includes the pricing, co-payments, deductibles, maximum quantities, maximum days, benefit eligibility, benefit limitations, price calculations, formularies, and dispensary guidelines and other related items.
- **"RamsellPBM"** means the proprietary software of the contractor.

II. PROJECT TEAM

- A. Contractor project team will consist of the following Key Personnel and subcontractors, as applicable during the contract term:

Sophia J. Byndloss, President, Products and Services
Colleen Higgs, President, Clinical Services
Chris Hanson, Senior Account Manager
Eunice Nzderem, Clinical Pharmacist
Christine Dominguez, VP, Administration
Jerry Wallerstejn, VP, Call Center Operations

- B. Contractor agrees that it shall not transfer or reassign the individuals identified above as Key Personnel or substitute subcontractors without the express written agreement of County, which agreement shall not be unreasonably withheld. Should such individual or individuals in the employ of Contractor no longer be employed by Contractor during the term of this Agreement, Contractor shall make a good faith effort to present to County an individual with greater or equal qualifications as a replacement subject to County's approval, which approval shall not be unreasonably withheld.
- C. The approval of County to a requested change shall not release Contractor from its obligations under this Agreement.

III. REQUIREMENTS

- A. **Claims Adjudication:** Contractor shall provide online, point of service, electronic claims adjudication for prescriptions 24 hours daily, 7 days per week.
- B. **Consumer Access and Services:** Contractor shall provide a network of geographically and culturally diverse pharmacies specific to meet the needs of Alameda County residents, this shall include:
1. Pharmacies that are language-capable in the network must include:

- a. Cambodian
 - b. Chinese
 - c. Farsi
 - d. Japanese
 - e. Spanish; and
 - f. Vietnamese
2. Contractor shall provide extended hour pharmacy coverage that includes:
 - a. Weekend coverage;
 - b. Delivery services;
 - c. Blister-packing/specialty packing; and
 - d. At least one network pharmacy in each city and populated unincorporated area of Alameda County.
- C. **Eligibility Upload:** Contractor shall update patient eligibility through web based eligibility and FAX as frequently as required by BHCS, not less than a minimum daily basis. Groups to be populated presently include, but are not limited to:
1. Uninsured adults, children or transitional age youth (TAY), including clients with an unmet Medi-Cal share of cost (Level I);
 2. HealthPAC Behavioral Health Care (Levels II & III);
 3. Medically Indigent Adult (MIA) Medication Program using Patient Assistance Programs (PAPs);
 4. Medicare Part D Coordination of Benefit (COB); and
 5. Urgent uninsured children or TAY for specific day programs.
- D. **340B Third Party Administration:**
1. Contractor shall implement and maintain a 340B drug purchasing program, including contracting, managing virtual inventories and replenishment, verification of patient and clinic program eligibility, maintaining accurate pricing, and preventing drug diversion and duplicate discounts/rebates.
 2. Contractor and the County will work together to develop an additional implementation plan to set forth the more intensive efforts required to build a compliant 340B program with an effective 340B pharmacy network, including a start date.
- E. **Electronic Health Record (EHR) Interface:**
- Contractor shall have the ability to interface with BHCS' new EHR currently under development.

- F. **Eligibility Requirements:** Contractor shall manage and administer the County's eligibility requirements, based on the Patient and eligibility data that the County provides to Contractor. Contractor shall:
1. Organize Patient files and manages eligibility dates to ensure that drugs are dispensed to eligible Patients only;
 2. Provide coordination of benefit for various programs on a Patient-specific basis. Contractor will provide these services for Medi-Cal Patients with a denied medication Treatment Authorization Request (TAR) or Share of Cost (SOC), Medicare Part D Patients whose medication is non-formulary or a denied appeal, and Medicare Part D Patients' medication co-pays; and
 3. Manage Authorized Prescriber files to verify the prescriber is authorized.
 4. **Verification:** Contractor shall administer the BHCS' eligibility requirements, including, but not limited to verification that:
 - a. Each patient is a County-authorized patient;
 - b. Each prescriber is a County-authorized prescriber;
 - c. Each medication is on at least one of the BHCS formularies;
 - d. If a medication is available as a generic, that it is dispensed as a generic medication, even if it is prescribed as a brand-named medication; and
 - e. Approval of medication prior authorization (PA), and the procedure for placing a PA.
- G. **Program Design:** Contractor shall maintain the following on an on-going basis as directed by BHCS.
1. Specific eligibility groups as defined by BHCS;
 2. BHCS formularies and prescribing guidelines/requirements;
 3. Network of prescribers;
 4. Network of pharmacies; and
 5. Eligibility upload.
- H. **Prescription Claims Data:** Contractor shall provide prescription claims data transmission on a monthly basis, not to exceed 12 times per fiscal year; and, no more than three business days after the close of the month.

- I. **Reversal Process:** Contractor shall conduct Reversal Process as directed by BHCS on a monthly basis. BHCS will identify incorrectly billed prescription claims by network pharmacies when other coverage was available (“Reversals”). Reversals shall be done by Contractor as requested by BHCS; Contractor shall reverse the claim or confirm that claim billing to the County has been reversed.
- J. **Paper or Manual Claims:** Contractor shall process eligible paper or manual claims within 30 days of submission by eligible pharmacies.
- K. **Account management & customer service:** Contractor shall provide responsive account management and customer services to the County and pharmacies. This shall include, but not be limited to, meeting the following requirements:
1. Provide BHCS a dedicated experienced account coordinator responsible for the overall Contract requirements, terms and problem resolution. This person must:
 - a. Be available Monday thru Friday from 8:30 a.m. – 5:00 p.m. PST
 - b. Provide a cell phone for emergencies/disaster support, with response time within one (1) hour.
 - c. Meet with the County Pharmacy Director (Director) or designee as requested and as needed.
 - d. Maintain, during off hours, a toll-free voice mail recording system, with all messages answered within the next business day.

For the Contract Pharmacy Network, Contractor shall:

1. Provide Toll-free telephone & FAX lines for customer service (Help Line), availability Monday thru Friday from 8:30 a.m. – 6:00 p.m. PST, with additional hours over the weekend.
 2. Conduct periodic, at minimum annual, retail pharmacy surveys. Consult with the Director on survey criteria prior to conducting survey.
- L. **Medi-Cal-covered Patients:** Contractor shall ensure network pharmacies coordinate benefits (COB) for patients covered through Medi-Cal with:
1. Medi-Cal Share of Cost (SOC)
 2. Medication Treatment Authorization Request (TAR) submission, including:
 - a. Non-covered Medi-Cal medications; and
 - b. Over six (6) prescriptions per consumer.
- M. **Medi-Care Part D-covered Patients:** Contractor shall ensure network pharmacies coordinate benefits (COB) for patients covered through Medi-Care Part D, and for formulary-covered medications, ensuring that payment from the County only occurs for:

1. Medication co-pays;
 2. Medication cost-sharing; and
 3. Denied medication appeals.
- N. **Promptly Process Rebates:** Contractor shall distribute to BHCS on a quarterly basis all rebates collected on BHCS' behalf for medications dispensed through this contract. The County is requiring a minimum 90% County/10% PBM split. These rebates will be paid to BHCS no later than six (6) months after claim adjudication date, and will be accompanied with supportive documentation.
- O. **Training:** Contractor shall provide training to County staff and other users identified by the Director for its web-based ad hoc user query system at no cost to the County and to its users.
- P. **Performance Guarantees:** Contractor shall comply with the performance guarantees set forth below. These guarantees will be evaluated on a quarterly basis, and if not met, will have a monetary penalty payable to the County in the following quarter (the County may deduct any such monetary penalty from the payment of invoice(s) in the following quarter(s)). Contractor shall develop with BHCS further or modified performance guarantees, based on the PBM service expectations.

Performance Guarantees				
Performance Area	Guarantee	Description / Measurement	Measurement Timeframes	Penalty
1) Report Turnaround Time	Reports will be accessible to Client by the agreed upon reporting timeframes as specified in the contract 98% of the time.	Accessibility (via online systems) is defined as reporting system uptime excluding planned maintenance and events beyond the control of Ramsell (i.e., Internet connectivity or internal Client network which may affect Client's access to the Ramsell reporting system).	Monthly. Excludes normal maintenance during off-peak hours.	\$500.00 per occurrence
2) Help Desk Telephone Response Time	< = 90 seconds Average Speed of Answer	Defined as the hold/wait time between the end of the phone system message and hand off to a live agent.	Monthly.	\$1,000.00 per occurrence based on ASA monthly report averages

Performance Guarantees				
Performance Area	Guarantee	Description / Measurement	Measurement Timeframes	Penalty
3) Point-of-Sale Data System Availability	Network pharmacies shall have access to the Ramsell claims processing system at least 99.5% of the time (24/7/365) excluding normal maintenance during off-peak hours.	The percent of time the claims processing system will be available to retail pharmacies as measured by the number of hours the system is available divided by the total number of hours within the reporting period, excluding regularly scheduled maintenance. Calculated by the total number of rejected claims (NCPDP reject codes 95 or 98) divided by the total number of claims for the period. Ramsell is not responsible of systems outside its direct control e.g.: Internet, Client internal	Quarterly.	\$1,000 per occurrence based on average quarterly reporting

- Q. Contractor shall comply with applicable reporting and/or contractual requirements of State and/or Federal agencies, including taking all actions necessary to be compliant with HIPAA business associates requirements.

IV. DELIVERABLES / REPORTS

- A. The following are deliverables required during the term of this contract:
1. Contractor must provide an ad-hoc web-based query tool that is user-friendly for reviewing prescription claims data, including National Council for Prescription Drug Programs (NCPDP) fields, and be able to generating reports 24 hours after claim adjudication. The query tool must be available 24 hours daily, 7 days per week, and be able to download reports into Excel.
 2. Contractor shall use basic programmed reports, downloadable in Excel that can be generated in query tool within a user-identified period. Programmable reports shall include those defined by:
 - a. Medication name (including all medications);
 - b. Prescriber DEA Number (including all prescribers);
 - c. Patient identifier (including all patients); and
 - d. By specific account.
 3. Contractor shall provide training and have educational and technical support, as directed by the County and will be available at no cost, including when there is a change in staff and training and supportspecific to the use of the web-based query tool.

V. Pharmacy Network Contracting and Management

- A. Contractor will develop and manage a pharmacy network for the County, the Contract Pharmacy Network.
- B. Contractor shall meet with the Director of Pharmacy to assist in developing the Program Design and Contract Pharmacy Network beginning the week the contract is executed. The County must authorize each pharmacy that will be included in Contract Pharmacy Network for dispensing medications to Patients.
- C. Contractor will use its best efforts to contract with any pharmacy identified by the County at any time during the term of this Agreement.
- D. Contractor will enter into a Provider Participation Agreement, or PPA, with each pharmacy. Each PPA shall include without limitations the following provisions:
1. The pharmacy's agreement that it will comply with all applicable laws,

- regulations, rules, and requirements applicable to the delivery of services to Patients;
 2. The pharmacy's agreement that it will comply with County's Program Design, including dispensing guidelines;
 3. The pharmacy's agreement that it will submit all claims to the electronic claims-processing system designated by Contractor in the agreed upon NCPDP standard format or a paper format;
 4. The pharmacy's agreement that it will cooperate and participate in audits performed by or on behalf of the County;
 5. The price the pharmacy will be paid by County for Contract Pharmacy Services provided to Patients;
 6. The pharmacy's agreement that it will collect and forward on a regular basis all co-payments due from Patients, if required by the Program Design;
 7. Mutual Indemnification provisions; and
 8. Minimum Insurance requirements.
- E. Contractor shall provide a complete un-redacted copy of any or all PPA agreements, to County upon request.
- F. Contractor will "credential" each pharmacy that agrees to provide services and participate in the Contract Pharmacy Network by verifying:
1. That the pharmacy has a current, unrestricted license to provide pharmacy services to patients located in California;
 2. That the pharmacy maintains the policies of insurance that meet or exceed the minimum requirements under the PPA; and
 3. That the pharmacy's Pharmacist in Charge maintains a current, unrestricted licenses as a pharmacist in California.
- G. Contractor shall update all credentialing files annually, no later than 30 days after the annual anniversary of the effective date of the applicable PPA
- H. **Enrollment and Maintenance:** Contractor will provide the County with two mechanisms to manage client enrollment and maintain the eligibility file.
1. Standard enrollment file processing through RamsellPMB.
 2. County will regularly update its enrollment and eligibility files, which is currently done using a flat file data interchange (EDI) through a secure file transfer process (sFTP). County may use the sFTP in

which files are loaded to Contractor's secure FTP server.

3. Contractor will check its FTP server for eligibility updates regularly during the day. When a file is located, it will be immediately loaded onto RamsellPMB and validated.
4. Contractor will immediately notify the County regarding files with missing data or other format errors. Contractor shall immediately processes all complete files, and its system shall notify Contractor staff of failed loads via automated emails. Contractor staff shall promptly manually check the reason for the failed load and notify the County designated Information Technology (IT) person within 12 hours so that the file can be processed,
5. If County changes the file format for eligibility uploads it will notify Contractor and Contractor shall immediately inform County if there will be any problems with the uploading of information.
6. Manual eligibility processing.
 - a. The County will have the ability to update Patient eligibility through Contractor's secure web-based eligibility module, available on demand.
 - b. Contractor shall process Patient updates and eligibility data within 24 hours to allow Contract Pharmacies to adjudicate claims.
 - c. Contractor will accommodate receipt of fax documents at no additional charge, including eligibility and prescription documents. The County or Contract Pharmacy will fax documents to Contractor's at the following fax number (510) 587-2729. Contractor shall immediately notify County if the number is changed.

EXHIBIT B

PAYMENT TERMS

I. Compensation: Transparency and Full Pass Through

- A. Contractor will deliver fully transparent pass-through pricing, including discounts. Contractor will demonstrate fully transparent pass-through pricing on its invoices, including for each prescription, the amount billed to the County and the amount paid to the pharmacy.
- B. Contractor will bill County the actual amount paid to the Contract Pharmacy plus the prescription pharmacy dispensing fee.
- C. Contractor's Administrative Fee shall be the full and total amount that Contractor will receive as compensation for each paid prescription. Contractor shall not retain any non-approved, non-disclosed or hidden revenue.
- D. Each invoice to the County will contain:
 - 1. The actual amount that the Contractor paid to the Contract Pharmacy for the prescription;
 - 2. The actual dispensing fee that Contractor paid to the Contract Pharmacy; and
 - 3. Contractor's Administrative Fee.
- E. Contractor may invoice the County for blister packing reimbursement of the actual amount paid to a Contract Pharmacy, up to .50 cents per medication per week.
- F. Any custom or additional fee must be preapproved in writing by the Director of Pharmacy.
- G. Any additional services that require payment of any fee or cost to the County must be pre-approved in writing by the Director. Items for which there is an hourly rate shall be no more than \$250/hour and the Prior Authorization Fee shall be no more than \$40 each.

II. Payment

- A. Monthly Billing: Contractor will invoice the County on a monthly cycle, not to exceed 12 times per fiscal year.

- B. Invoices must be submitted electronically to:

Alameda County Behavioral Health Services
HCSA building
2000 Embarcadero Drive
Oakland, CA
Attention: Jacqueline Jordan
Jacqueline.Jordan@acgov.org;

- C. Invoices will be reviewed for approval by the Alameda County Behavioral Health Services. It will be the Contractor's responsibility to ensure information provided on the invoices is true and accurate.

- D. County will use its best efforts to make payment to Contractor upon successful completion and acceptance of the following services listed within thirty (30) days upon receipt and approval of invoice.

- E. Total payment under the terms of this Agreement will not exceed the total amount of \$1,750,000. This cost includes all taxes and all other charges.

III. Contract Services Pricing

Exhibit B includes and incorporates by reference the Contract Services Pricing set forth below in sub Exhibit B-1.

EXHIBIT B-1
CONTRACT SERVICES PRICING

Contractor shall be paid based on a Per Paid Claim Adjudication Fee. Contractor shall bill the county a maximum of \$17 per paid claim adjudication fee but no fee for either claim rejections or reversals. The fee shall be subject to the following schedule:

DESCRIPTION	Unit of Measure	Year 1	Year 2	Year 3
Discount for Brand- named medication: Post rollback AWP rate (AWP %)	%	15%	15%	15%
Brand named Medication: Wholesale Acquisition Cost (WAC) Rate (WAC %)	%	2%	2%	2%
Discount for Generic medication (AWP %)	%	40%	40%	40%
*Guaranteed Generic Average Discount Generic Effective Rate	%	78%	78%	78%
Dispensing Fee (\$ per prescription)	\$/RX	\$2.00	\$2.00	\$2.00
Prescription Adjudication Fee (Per Paid Prescription)	EACH	\$16.00	\$16.48	\$16.97
Per member Per Month (PMPM)	PMPM	\$0.00	\$0.00	\$0.00
Pricing (alternative to prescription adjudication fee)	EACH	NA	NA	NA
340B Dispensing fee (per prescription)	\$/RX	\$18.00	\$19.00	\$20.00
340B Prescription Adjudication (Per paid Prescription)	EACH	\$4.25	\$4.38	\$4.51
Prior authorization fee	EACH	\$40.00	\$40.00	\$40.00
Any eligibility - loading fee (monthly and per new client)	EACH	\$0.00	\$0.00	\$0.00
Formulary change fee	EACH	\$250.00	\$250.00	\$250.00
MD addition/deletion fee	EACH	\$0.00	\$0.00	\$0.00
Paper claim processing fee	EACH	\$3.50	\$3.50	\$3.50
All user driver query associated fees	EACH	\$0.00	\$0.00	\$0.00
All programming and reporting fees	EACH	\$250.00	\$250.00	\$250.00

*Applies to all generic medication. Annual calculations & if necessary, payment to County.

EXHIBIT C

INSURANCE REQUIREMENTS
CONTRACTORS INSURANCE REQUIREMENTS SYSTEM

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) \$5,000,000 aggregate Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
<p><u>Endorsements and Conditions:</u></p> <ol style="list-style-type: none"> 1. ADDITIONAL INSURED: ALL INSURANCE REQUIRED ABOVE WITH THE EXCEPTION OF PERSONAL AUTOMOBILE LIABILITY, WORKERS' COMPENSATION AND EMPLOYERS LIABILITY, SHALL BE ENDORSED TO NAME AS ADDITIONAL INSURED: COUNTY OF ALAMEDA, ITS BOARD OF SUPERVISORS, THE INDIVIDUAL MEMBERS THEREOF, AND ALL COUNTY OFFICERS, AGENTS, EMPLOYEES AND REPRESENTATIVES. 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: <ul style="list-style-type: none"> – Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies. – Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured. 7. CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. 8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The require certificate(s) and endorsements must be sent to: <ul style="list-style-type: none"> - Department/Agency issuing the contract - With a copy to Risk Management Unit (125 – 12th Street, 3rd Floor, Oakland, CA 94607) 		

EXHIBIT D

**COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION**

(Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named and unnamed subcontractor:

- **Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;**
- **Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;**
- **Does not have a proposed debarment pending; and**
- **Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.**

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: Ramsell Corporation

PRINCIPAL: Sophia J. Byndloss **TITLE:** President, Products and Services

SIGNATURE:  **DATE:** 10/15/2018

EXHIBIT E

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Exhibit, the HIPAA Business Associate Agreement (“Exhibit”) supplements and is made a part of the underlying agreement (“Agreement”) by and between the County of Alameda, (“County” or “Covered Entity”) and **Ramsell Corporation**, (“Contractor” or “Business Associate”) to which this Exhibit is attached. This Exhibit is effective as of the effective date of the Agreement.

I. RECITALS

Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”);

Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the “HITECH Act”), the regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”), and other applicable laws; and

The Privacy Rule and the Security Rule in the HIPAA Regulations require Covered Entity to enter into a contract, containing specific requirements, with Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, sections 164.314(a), 164.502(e), and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and as contained in this Agreement.

II. STANDARD DEFINITIONS

Capitalized terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those terms are defined in the HIPAA Regulations. In the event of an inconsistency between the provisions of this Exhibit and the mandatory provisions of the HIPAA Regulations, as amended, the HIPAA Regulations shall control. Where provisions of this Exhibit are different than those mandated in the HIPAA Regulations, but are nonetheless permitted by the HIPAA Regulations, the provisions of this Exhibit shall control. All regulatory references in this Exhibit are to HIPAA Regulations unless otherwise specified.

The following terms used in this Exhibit shall have the same meaning as those terms in the HIPAA Regulations: Data Aggregation, Designated Record Set, Disclosure,

Electronic Health Record, Health Care Operations, Health Plan, Individual, Limited Data Set, Marketing, Minimum Necessary, Minimum Necessary Rule, Protected Health Information, and Security Incident.

The following term used in this Exhibit shall have the same meaning as that term in the HITECH Act: Unsecured PHI.

III. SPECIFIC DEFINITIONS

Agreement. “Agreement” shall mean the underlying agreement between County and Contractor, to which this Exhibit, the HIPAA Business Associate Agreement, is attached.

Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 C.F.R. section 160.103, the HIPAA Regulations, and the HITECH Act, and in reference to a party to this Exhibit shall mean the Contractor identified above. “Business Associate” shall also mean any subcontractor that creates, receives, maintains, or transmits PHI in performing a function, activity, or service delegated by Contractor.

Contractual Breach. “Contractual Breach” shall mean a violation of the contractual obligations set forth in this Exhibit.

Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 C.F.R. section 160.103, and in reference to the party to this Exhibit, shall mean any part of County subject to the HIPAA Regulations.

Electronic Protected Health Information. “Electronic Protected Health Information” or “Electronic PHI” means Protected Health Information that is maintained in or transmitted by electronic media.

Exhibit. “Exhibit” shall mean this HIPAA Business Associate Agreement.

HIPAA. “HIPAA” shall mean the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

HIPAA Breach. “HIPAA Breach” shall mean a breach of Protected Health Information as defined in 45 C.F.R. 164.402, and includes the unauthorized acquisition, access, use, or Disclosure of Protected Health Information which compromises the security or privacy of such information.

HIPAA Regulations. “HIPAA Regulations” shall mean the regulations promulgated under HIPAA by the U.S. Department of Health and Human Services, including those set forth at 45 C.F.R. Parts 160 and 164, Subparts A, C, and E.

HITECH Act. “HITECH Act” shall mean the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the “HITECH Act”).

Privacy Rule and Privacy Regulations. “Privacy Rule” and “Privacy Regulations” shall mean the standards for privacy of individually identifiable health information set forth in the HIPAA Regulations at 45 C.F.R. Part 160 and Part 164, Subparts A and E.

Secretary. “Secretary” shall mean the Secretary of the United States Department of Health and Human Services (“DHHS”) or his or her designee.

Security Rule and Security Regulations. “Security Rule” and “Security Regulations” shall mean the standards for security of Electronic PHI set forth in the HIPAA Regulations at 45 C.F.R. Parts 160 and 164, Subparts A and C.

IV. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE

Business Associate may only use or disclose PHI:

- A. As necessary to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or Disclosure would not violate the Privacy Rule if done by Covered Entity;
- B. As required by law; and
- C. For the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

V. PROTECTION OF PHI BY BUSINESS ASSOCIATE

- A. *Scope of Exhibit.* Business Associate acknowledges and agrees that all PHI that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording and electronic display, by Covered Entity or its operating units to Business Associate, or is created or received by Business Associate on Covered Entity’s behalf, shall be subject to this Exhibit.

- B. *PHI Disclosure Limits.* Business Associate agrees to not use or further disclose PHI other than as permitted or required by the HIPAA Regulations, this Exhibit, or as required by law. Business Associate may not use or disclose PHI in a manner that would violate the HIPAA Regulations if done by Covered Entity.
- C. *Minimum Necessary Rule.* When the HIPAA Privacy Rule requires application of the Minimum Necessary Rule, Business Associate agrees to use, disclose, or request only the Limited Data Set, or if that is inadequate, the minimum PHI necessary to accomplish the intended purpose of that use, Disclosure, or request. Business Associate agrees to make uses, Disclosures, and requests for PHI consistent with any of Covered Entity's existing Minimum Necessary policies and procedures.
- D. *HIPAA Security Rule.* Business Associate agrees to use appropriate administrative, physical and technical safeguards, and comply with the Security Rule and HIPAA Security Regulations with respect to Electronic PHI, to prevent the use or Disclosure of the PHI other than as provided for by this Exhibit.
- E. *Mitigation.* Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or Disclosure of PHI by Business Associate in violation of the requirements of this Exhibit. Mitigation includes, but is not limited to, the taking of reasonable steps to ensure that the actions or omissions of employees or agents of Business Associate do not cause Business Associate to commit a Contractual Breach.
- F. *Notification of Breach.* During the term of the Agreement, Business Associate shall notify Covered Entity in writing within twenty-four (24) hours of any suspected or actual breach of security, intrusion, HIPAA Breach, and/or any actual or suspected use or Disclosure of data in violation of any applicable federal or state laws or regulations. This duty includes the reporting of any Security Incident, of which it becomes aware, affecting the Electronic PHI. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized use or Disclosure required by applicable federal and/or state laws and regulations. Business Associate shall investigate such breach of security, intrusion, and/or HIPAA Breach, and provide a written report of the investigation to Covered Entity's HIPAA Privacy Officer or other designee that is in compliance with 45 C.F.R. section 164.410 and that includes the identification of each individual whose PHI has been breached. The report shall be delivered within fifteen (15) working days of the discovery of the breach or unauthorized use or Disclosure. Business Associate shall be responsible for any obligations under the HIPAA Regulations to notify individuals of such breach, unless Covered Entity agrees otherwise.
- G. *Agents and Subcontractors.* Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or

received by Business Associate on behalf of Covered Entity, agrees to the same restrictions, conditions, and requirements that apply through this Exhibit to Business Associate with respect to such information. Business Associate shall obtain written contracts agreeing to such terms from all agents and subcontractors. Any subcontractor who contracts for another company's services with regards to the PHI shall likewise obtain written contracts agreeing to such terms. Neither Business Associate nor any of its subcontractors may subcontract with respect to this Exhibit without the advanced written consent of Covered Entity.

- H. *Review of Records.* Business Associate agrees to make internal practices, books, and records relating to the use and Disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to Covered Entity, or at the request of Covered Entity to the Secretary, in a time and manner designated by Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Regulations. Business Associate agrees to make copies of its HIPAA training records and HIPAA business associate agreements with agents and subcontractors available to Covered Entity at the request of Covered Entity.
- I. *Performing Covered Entity's HIPAA Obligations.* To the extent Business Associate is required to carry out one or more of Covered Entity's obligations under the HIPAA Regulations, Business Associate must comply with the requirements of the HIPAA Regulations that apply to Covered Entity in the performance of such obligations.
- J. *Restricted Use of PHI for Marketing Purposes.* Business Associate shall not use or disclose PHI for fundraising or Marketing purposes unless Business Associate obtains an Individual's authorization. Business Associate agrees to comply with all rules governing Marketing communications as set forth in HIPAA Regulations and the HITECH Act, including, but not limited to, 45 C.F.R. section 164.508 and 42 U.S.C. section 17936.
- K. *Restricted Sale of PHI.* Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of Covered Entity and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to the Agreement.
- L. *De-Identification of PHI.* Unless otherwise agreed to in writing by both parties, Business Associate and its agents shall not have the right to de-identify the PHI. Any such de-identification shall be in compliance with 45 C.F.R. sections 164.502(d) and 164.514(a) and (b).

- M. *Material Contractual Breach.* Business Associate understands and agrees that, in accordance with the HITECH Act and the HIPAA Regulations, it will be held to the same standards as Covered Entity to rectify a pattern of activity or practice that constitutes a material Contractual Breach or violation of the HIPAA Regulations. Business Associate further understands and agrees that: (i) it will also be subject to the same penalties as a Covered Entity for any violation of the HIPAA Regulations, and (ii) it will be subject to periodic audits by the Secretary.

VI. INDIVIDUAL CONTROL OVER PHI

- A. *Individual Access to PHI.* Business Associate agrees to make available PHI in a Designated Record Set to an Individual or Individual's designee, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.524. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.
- B. *Accounting of Disclosures.* Business Associate agrees to maintain and make available the information required to provide an accounting of Disclosures to an Individual as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.528. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.
- C. *Amendment to PHI.* Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 C.F.R. section 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.526. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

VII. TERMINATION

- A. *Termination for Cause.* A Contractual Breach by Business Associate of any provision of this Exhibit, as determined by Covered Entity in its sole discretion, shall constitute a material Contractual Breach of the Agreement and shall provide grounds for immediate termination of the Agreement, any provision in the Agreement to the contrary notwithstanding. Contracts between Business Associates and subcontractors are subject to the same requirement for Termination for Cause.
- B. *Termination due to Criminal Proceedings or Statutory Violations.* Covered Entity may terminate the Agreement, effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for a violation of

HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which Business Associate has been joined.

- C. *Return or Destruction of PHI.* In the event of termination for any reason, or upon the expiration of the Agreement, Business Associate shall return or, if agreed upon by Covered Entity, destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

If Business Associate determines that returning or destroying the PHI is infeasible under this section, Business Associate shall notify Covered Entity of the conditions making return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Exhibit to such PHI and limit further uses and Disclosures to those purposes that make the return or destruction of the information infeasible.

VIII. MISCELLANEOUS

- A. *Disclaimer.* Covered Entity makes no warranty or representation that compliance by Business Associate with this Exhibit, HIPAA, the HIPAA Regulations, or the HITECH Act will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate is or will be secure from unauthorized use or Disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- B. *Regulatory References.* A reference in this Exhibit to a section in HIPAA, the HIPAA Regulations, or the HITECH Act means the section as in effect or as amended, and for which compliance is required.
- C. *Amendments.* The parties agree to take such action as is necessary to amend this Exhibit from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, the HIPAA Regulations, and the HITECH Act.
- D. *Survival.* The respective rights and obligations of Business Associate with respect to PHI in the event of termination, cancellation or expiration of this

Exhibit shall survive said termination, cancellation or expiration, and shall continue to bind Business Associate, its agents, employees, contractors and successors.


- E. *No Third Party Beneficiaries.* Except as expressly provided herein or expressly stated in the HIPAA Regulations, the parties to this Exhibit do not intend to create any rights in any third parties.

- F. *Governing Law.* The provisions of this Exhibit are intended to establish the minimum requirements regarding Business Associate's use and Disclosure of PHI under HIPAA, the HIPAA Regulations and the HITECH Act. The use and Disclosure of individually identified health information is also covered by applicable California law, including but not limited to the Confidentiality of Medical Information Act (California Civil Code section 56 *et seq.*). To the extent that California law is more stringent with respect to the protection of such information, applicable California law shall govern Business Associate's use and Disclosure of confidential information related to the performance of this Exhibit.

- G. *Interpretation.* Any ambiguity in this Exhibit shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA, the HIPAA Regulations, the HITECH Act, and in favor of the protection of PHI.

This EXHIBIT, the HIPAA Business Associate Agreement is hereby executed and agreed to by **CONTRACTOR:**

Name: Ramsell Corporation

By (Signature):  _____

Print Name: Sophia J. Byndloss

Title: President, Products and Services

EXHIBIT F

COUNTY OF ALAMEDA
THE IRAN CONTRACTING ACT (ICA) OF 2010
For Procurements of \$1,000,000 or more

The California Legislature adopted the Iran Contracting Act (ICA) to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The ICA prohibits persons engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A person who “engages in investment activities in Iran” is defined in either of two ways:

1. The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. The person is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2201(b) as a person engaging in the investment activities described in paragraph 1 above.

By signing below, I hereby certify that as of the time of bidding or proposing for a new contract or renewal of an existing contract, neither I nor the company I own or work for are identified on the DGS list of ineligible persons and neither I nor the company I own or work for are engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

If either I or the company I own or work for are ineligible to bid or submit a proposal or to renew a contract, but I believe I or it qualifies for an exception listed in PCC § 2202(c), I have described in detail the nature of the exception: _____

NAME: RAMSELL CORPORATION

PRINCIPAL: sbyndloss@ramsellcorp.com

TITLE: President, Products and Services

SIGNATURE: 

DATE: 10/15/2018