



CONTRACT NUMBER MA-042-12011480

FOR

**340B DRUG PROGRAM
PHARMACY BENEFIT ADMINISTRATOR SERVICES**

BETWEEN

**THE COUNTY OF ORANGE
HEALTH CARE AGENCY**

AND

RAMSELL CORPORATION

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**CONTRACT NO. MA-042-12011480
FOR
340B Drug Program Pharmacy Benefit Administrator Services**

This Contract Number MA-042-12011480, (hereinafter "Contract") is made and entered into as of the date fully executed by and between Ramsell Corporation. (hereinafter "Contractor"), with a place of business at 200 Webster Street, Suite 200, Oakland, CA 94607 and the County of Orange, a political subdivision of the state of California, (hereinafter "County") with a place of business at 200 W. Santa Ana Blvd., Ste. 650, Santa Ana, CA, 92701, with County and Contractor sometimes individually referred to as "Party", or collectively as "Parties".

RECITALS

WHEREAS, the County desires to enter into a Contract for 340B Drug Program Pharmacy Benefit Administrator Services principally for the 340B Drug Program; and

WHEREAS, the Contractor agrees to provide such services per the terms and conditions hereinafter set forth; and

WHEREAS, the County has authorized the County Purchasing Agent or designee to enter into Contract with Contractor for obtaining said services; and

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

General Terms and Conditions

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another County.
- B. **Entire Contract:** This Contract, including Attachments A, B, and C and Exhibit 1 which are attached hereto and incorporated herein by this reference, when accepted by the Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire Contract between the Parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. All previous proposals, offers, discussions, preliminary understandings, and other communications relative to this contract, oral or written, are hereby superseded, except to the extent that they have incorporated into this contract.
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties; no oral understanding or Contract not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or his designee, hereinafter "Purchasing Agent."

In the event that there are new or unforeseen requirements, the County with the Contractor's concurrence has the discretion to request official changes at any time without changing the intent of this Contract. If County-initiated changes or changes in laws or government regulations affect price, the Contractor's ability to deliver services, or the project schedule, the Contractor shall give the County written notice no later than seven calendar days from the date Contractor is made

aware of that the law or regulation went into effect or the date the change was proposed by the County and the Contractor was notified of the change. Such changes shall be agreed to in writing and incorporated into a Contract Amendment; said Amendment shall be issued by the County-assigned DPA, shall require the mutual consent of all Parties, and may be prohibit the Contractor from proceeding with the work as set forth in this Contract

- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.
- E. **Delivery:** Time of delivery of services is of the essence in this Contract. County reserves the right to refuse any services and to cancel all or any part of the descriptions or services that do not conform to the prescribed statement of work, which refusal shall not be unreasonably excused. Delivery shall not be deemed to be complete until all services have actually been received.
- F. **Acceptance/Payment:** Unless otherwise agreed to in writing by the County, 1) acceptance shall not be deemed complete unless in writing and until all the services have actually been received to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Warranty:** Contractor expressly warrants that the services covered by this Contract are fit for the particular purpose for which Contractor understands they are intended.
- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party.
- I. **Assignment or Sub-Contracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties.
- Contractor may not delegate the obligations hereunder, either in whole or in part, without prior written consent of County, which consent shall not be unreasonably withheld; provided, however, obligations undertaken by Contractor pursuant to this Contract may be carried out by means of subcontracts, provided such subcontracts, meet the requirements of this Contract as they relate to the service or activity under subcontract, include any provisions that County may require, and are approved in advance, in writing by the County's Purchasing Agent or Deputy, which approval shall not be unreasonably withheld. County's Purchasing Agent or Deputy may revoke the approval of a subcontract upon five (5) calendar days written notice to Contractor if subcontract fails to meet the requirements of this Contract or any provisions that County has required. No subcontract shall terminate or alter the responsibilities of Contractor to County pursuant to this Contract. County's Purchasing Agent or Deputy may disallow, from payments otherwise due Contractor, amounts claimed for subcontracts not approved in accordance with this paragraph.
- Contractor may not assign the rights hereunder, either in whole or in part, without the prior written consent of County. As a for profit organization, any change in Contractor's business structure, including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of Contractor, change to another corporate structure, including a change to a sole proprietorship, or a change in fifty percent (50%) or more of Contractor's directors at one time shall be deemed an assignment pursuant to this paragraph if such actions also create a change in control of the organization. Any attempted assignment or delegation in derogation of this paragraph shall be void.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all the penalties imposed for a violation of Section 1720 et seq. of the California Labor Code.

K. Termination:

County may terminate this Contract without penalty, without cause, upon thirty (30) calendar days written notice given Contractor.

Contractor may terminate this Contract without penalty, without cause, upon sixty (60) calendar days written notice given County.

COUNTY may terminate this Contract immediately, upon written notice, on the occurrence of any of the following events:

- 1) The loss by Contractor of legal capacity.
- 2) Cessation of services.
- 3) The delegation or assignment of Contractor's services, operation or administration to another entity without the prior written consent of County.
- 4) The loss of accreditation or any license required to provide services in accordance with this Contract.

Appropriate and lawful exercise by a Party of its right to terminate the Contract shall relieve that Party of all further obligations except with respect to confidentiality, indemnification, audits, reporting, accounting and any unpaid compensation.

CONTINGENT FUNDING

Any obligation of COUNTY under this Contract is contingent upon the following:

- 1) The continued availability of federal, state and county funds for reimbursement of County's expenditures, and
- 2) Inclusion of sufficient funding for the services hereunder in the applicable budget approved by the Board of Supervisors.

In the event such funding is subsequently reduced or terminated, County may suspend, terminate or renegotiate this Contract upon thirty (30) calendar days written notice given Contractor. If County elects to renegotiate this Contract due to reduced or terminated funding, Contractor shall not be obligated to accept the renegotiated terms.

In the event this Contract is terminated by either party, after receiving a Notice of Termination each Party shall do the following:

- 1) Comply with termination instructions provided by the other Party in a manner which is consistent with recognized standards of quality care and prudent business practice.
- 2) Obtain immediate clarification from the other Party of any unsettled issues of contract performance during the remaining contract term.
- 3) Until the date of termination, continue to provide the same level of service required by this Contract.
- 4) If clients are to be transferred to another facility for services, furnish County, upon request, all client information and records deemed necessary by County to effect an orderly transfer.
- 5) Assist the other Party in effecting the transfer of clients in a manner consistent with client's best interests.
- 6) If records are to be transferred to County, pack and label such records in the same manner that they are kept during the ordinary course of business; Contractor shall also to its best to back and label such records in accordance with the reasonable directions provided by County to the extent they are reasonably consistent with how Contractor maintains the records in the ordinary course of business and so long as the directions do not create an undue financial or operational burden on Contractor.

The rights and remedies of each Party provided in this Termination paragraph shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Contract.

- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either Party to any other remedies provided by law.
- N. **Independent Contractor:** Contractor shall be considered an independent Contractor and neither Contractor nor its employees; nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor nor its employees; nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- O. **Performance:** Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to County's reasonable satisfaction as specified in the attached Scope of Work. Contractor shall be responsible for the professional quality, technical assurance, timely completion, and coordination of all documentation and other services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by sub-Contractors.
- P. **Insurance Provisions:** Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense and to deposit with the County Certificates of Insurance, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with and to keep such insurance coverage and the certificates therefore on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.
- All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a zero (0) by the appropriate line of coverage. Any self-insured retention (SIR) or deductible in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract, after providing Contractor reasonable notice to cure the defect within a reasonable time, not to exceed thirty (30) calendar days.

Qualified Insurer

Minimum insurance company ratings as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com** shall be A- (Secure A.M. Best's Rating) and VIII (Financial Size Category).

The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier). If the carrier is a non-admitted carrier in the state of California, CEO/Office of Risk Management retains the right to approve or reject carrier after a review of the company's performance and financial ratings. If the non-admitted carrier meets or exceeds the minimum A.M. Best rating of A-/VIII, the agency can accept the insurance.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned, and hired vehicles	\$1,000,000 limit per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims made or Per occurrence

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of insurance:

- 1) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds.
- 2) A primary non-contributing endorsement evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.
- 3) The County of Orange shall be the loss payee on the Employee Dishonesty coverage. A Loss Payee endorsement evidencing that the County of Orange is a Loss Payee shall accompany the Certificate of Insurance.

The Commercial General Liability insurance policies required by this Contract shall waive all rights of subrogation against the County and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

~~The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County and members of the Board of Supervisors, its elected and appointed officials, officers, agents, and employees.~~

For the period that this Contract is in effect, all insurance policies required by this Contract shall give the County thirty (30) days notice in the event of cancellation and ten (10) days for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance.

The Commercial General Liability policy shall contain a severability of interests clause, also known as a "separation of insureds" clause (standard in the ISO CG 001 policy). Insurance certificates should be forwarded to the agency/department listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract, which shall be mutually agreed upon by County and Contractor. Any increase or decrease in insurance will be reasonable to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable certificates of insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

- Q. **Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials, and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release.
- R. **Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract.
- S. **Force Majeure:** Each Party is relieved of performance during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided the Party gives written notice of the cause of the delay to the other Party within thirty-six (36) hours of the start of the delay and the Party avails himself of any available remedies.
- T. **Confidentiality:** Each Party agrees to maintain the confidentiality of the other Party's confidential and proprietary information consistent with, at a minimum, all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. County understands that some documents from Contractor are considered proprietary and shall remain the sole property of Contractor. The information contained in such documents and any data obtained by virtue thereof are considered confidential and shall not be released by County to any third party without the written consent of Contractor. Contractor acknowledges that, pursuant to California law, all information contained in this Contract is public record subject to disclosure to any member of the public who requests it. The County will attempt to notify Contractor if disclosure is requested of information that Contractor has indicated is proprietary/trade secret information, in order to give Contractor an opportunity to seek a court order prohibiting disclosure of such information. However, due to the short statutory time period of the County's responses to request for public records, the County will be able to give Contractor only a short period of time in which to seek such a court order before the County will be required to disclose the requested information. Further, it is entirely Contractor's responsibility to assert that information Contractor believes is proprietary/trade secret information should not be disclosed; the County will not make such a claim for Contractor, but will obey a valid court order obtained by Contractor prohibiting disclosure of such information.
- U. **Compliance with Laws:** Each Party represents and warrants that services to be provided under this Contract shall fully comply, at the Party's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided under this Contract.

- V. **Freight (F.O.B. Destination):** Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- W. **Pricing:** The Contract bid price shall include full compensation for providing all required goods in accordance with required specifications, or services as specified herein or when applicable, in the scope of work attached to this Contract, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.
- X. **Waiver of Jury Trial:** Each Party acknowledges that it is aware of and has had the opportunity to seek advise of counsel of its choice with respect to its rights to trial by jury, and each Party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any Party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Contract and /or any other claim of injury or damage.
- Y. **Terms and Conditions:** Each Party acknowledges that it has read and agrees to all terms and conditions included in this Contract.
- Z. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
- AA. **Severability:** If any term, covenant, condition, or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- BB. **Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- CC. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorney's fees, costs and expenses.
- DD. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party has been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other Party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the Party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the Parties and this Contract.
- EE. **Authority:** The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
- FF. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees, consultants and Subcontractors performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor

shall retain all such documentation for all covered employee, consultants and subcontractors for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

GG. Indemnification Provisions:

Contractor agrees to indemnify, defend and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies for which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands, including defense costs, or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Agreement. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

County agrees to indemnify, defend and hold Contractor, its officers, employees, agents, directors, members, shareholders and/or affiliates harmless from any claims, demands, including defense costs, or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by County pursuant to this Agreement. If judgment is entered against County and Contractor by a court of competent jurisdiction because of the concurrent active negligence of Contractor, County and Contractor agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

Each party agrees to provide the indemnifying party with written notification of any claim related to services provided by either party pursuant to this Agreement within thirty (30) calendar days of notice thereof, and in the event the indemnifying party is subsequently named party to the litigation, each party shall cooperate with the indemnifying party in its defense.

Additional Terms and Conditions

1. **Scope of Contract:** This Contract, together with its Attachments and Exhibits attached hereto and incorporated herein by reference, specifies the contractual terms and conditions by which County will procure and receive services from Contractor.

The detailed Scope of Work is fully set forth in Attachment A and incorporated herein by reference.
2. **Term of Contracts:** The term of this Contract shall be effective from May 1, 2012 through and including August 31, 2012, renewable for one (1) additional one-year period upon mutual concurrence by the Parties. This Contract shall be in effect for the time period specified unless terminated by the Parties in accordance with Articles 5, 6, and 7.
3. **Precedence:** The Contract documents consist of this Contract, and its Attachments and Exhibits. In the event of an irreconcilable conflict between the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, the Attachments and then the Exhibits. The Court shall first attempt, however, to reconcile the terms to make them consistent.
4. **Breach of Contract:** The failure of either Party to comply with any of the material provisions, covenants or conditions of this Contract shall be a default of this Contract. In such event the non-defaulting Party may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract afford the defaulting Party written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach.

5. **Conflict of Interest – Contractor’s Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict of interest for an employee, official, or agent of the County. This obligation shall apply to the Contractor; the Contractor’s employees, agents, and relatives; sub-tier Contractors; and third Parties associated with accomplishing work and services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County.

6. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this contract, employ any County employee for any purpose.

7. **Contingent Fees:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an Contract or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees of the Contractor or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.
 For breach or violation of this warranty, the County shall have the right to terminate this contract in accordance with the termination clause and at its sole discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee from the Contractor.

8. **Contractor Bankruptcy/Insolvency:** If either Party should be adjudged bankrupt or should have a general assignment for the benefit of its creditors or if a receiver should be appointed on account of the Contractor’s insolvency, the other Party may terminate this Contract.

9. **Contractor’s Project Manager and Key Personnel:** Contractor shall appoint a project manager to direct the Contractor’s efforts in fulfilling Contractor’s obligations under this Contract. This project manager shall be subject to approval by the County and shall not be changed without the written consent of the County’s project manager, which consent shall not be unreasonably withheld.
 The Contractor’s Project Manager shall be assigned to this project for the duration of this Contract and shall diligently pursue all work and services to meet the project time lines. The County’s Project Manager shall have the right to require the removal and replacement of the Contractor’s Project Manager from providing services to the County under this Contract, which exercise of such right shall be reasonable and based on good cause. The County’s Project Manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice by the County’s Project Manager. The County’s Project Manager shall review and approve the appointment of the replacement for the Contractor’s Project Manager, which such approval shall not be unreasonably withheld.

10. **Notices:** Any and all notices, requests, demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties’ routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than five (5) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate Party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

For Contractor:	1) Name:	Sophia J. Byndloss, President
	Address:	200 Webster Street, Suite 200 Oakland, CA 92607
	Telephone:	(510) 587-2606
	Facsimile:	(510) 587-2790
	E-mail:	Sophia@ramsellcorp.com

2) Name: Christine Dominguez, Vice President
 Contract Administration
 Address: 200 Webster Street, Suite 200
 Oakland, CA 92607
 Telephone: (510) 587-2601
 Facsimile: (510) 587-2792
 E-mail: chris@ramsellcorp.com

For County: Name: County of Orange
 HCA/Purchasing Department
 Attention: Leila Garcia
 Address: 200 W. Santa Ana Blvd., Ste. 650
 Santa Ana, CA 92701
 Telephone: (714) 834-3611
 Facsimile: (714) 834-2657
 E-mail: lgarcia@ochca.com

CC: Name: County of Orange
 Health Care Agency
 Attention: Melissa Tober
 Address: 405 W. 5th St., #675
 Santa Ana, CA 92701
 Telephone: (714) 834-5891
 E-mail: mtober@ochca.com

11. **Contractor's Records:** The Contractor shall keep an accurate record of time expended by Contractor in the performance of this Contract. Such record shall be available for periodic inspection by the County at reasonable times. Such records will be retained for four (4) years after the expiration or termination of this Contract.
12. **County Of Orange Child Support Enforcement Requirements:** In order to comply with the child support enforcement requirements of the County of Orange, within ten (10) days of notification of selection of award of Contract but prior to official award of Contract, the selected Contractor agrees to furnish to the Contract administrator, the Purchasing Agent, or the agency/department deputy purchasing agent:
 - a. In the case of an individual Contractor, his/her name, date of birth, Social Security number, and residence address;
 - b. In the case of a Contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten (10) percent or more in the contracting entity;
 - c. A certification that the Contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
 - d. A certification that the Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure of the Contractor to timely submit the data and/or certifications required may result in the Contract being awarded to another Contractor. In the event a Contract has been issued, failure of the Contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within sixty (60) calendar days of notice from the County shall constitute grounds for termination of the Contract.

13. **Data – Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.

14. **Disputes – Contract:** The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute is not disposed of in a reasonable period of time by the Contractor's project manager and the County's project manager, such matter shall be brought to the attention of the County Purchasing Agent by way of the following process:
- a. The Contractor shall submit to the agency/department assigned DPA a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
 - b. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.

Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the provision of services under this Contract. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Purchasing Agent or authorized Deputy. If the County fails to render a decision within forty-five (45) days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. The County's final decision shall be conclusive and binding regarding the dispute unless the Contractor commences action in a court of competent jurisdiction to contest such decision within forty-five (45) days following the date of the County's final decision or one (1) year following the accrual of the cause of action, whichever is later.

15. **Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
16. **News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's project manager.
17. **Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.
18. **Project Manager, County:** The County shall appoint a project manager to act as liaison between the County and the Contractor during the term of this contract. The County's project manager shall coordinate the activities of the County staff assigned to work with the Contractor. The County's project manager shall have the right to require the removal and replacement of the Contractor's project manager and key personnel. The County's project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within fourteen (14) calendar days after written notice by the County's project manager. The County's project

manager shall review and approve the appointment of the replacement for the Contractor's project manager and key personnel. Said approval shall not be unreasonably withheld.

19. **California Public Records Act:** Contractor and County agree and acknowledge that all information and documents related to the award and performance of this Contract are subject to disclosure pursuant to the California Public Records Act, California Government Code Section 6250 et seq.
20. **Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11426 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

21. **Debarment:** Contractor shall certify that neither Contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency. Where Contractor as the recipient of federal funds, is unable to certify to any of the statements in the certification, Contractor must include an explanation with their bid/proposal. Debarment, pending debarment, declared ineligibility or voluntary exclusion from participation by any Federal department or agency may result in the bid/proposal being deemed non-responsible.
22. **Lobbying:** On best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, the Contractor to any person for influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative Contract.
23. **Conflict with Existing Law:** The Contractor and the County agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provisions shall promptly inform the other of the presumed non-applicability of such provision. Should the offending provision go to the heart of the Contract, the Contract shall be terminated in a manner commensurate with interests of both parties to the maximum extent reasonable.

(Signature Page Follows)

SIGNATURE PAGE

The Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

Ramsell Corporation

Sophia U. Byndloss, President
Print Name Title

Sophia U. Byndloss 3/8/2012
Signature Date

Jennifer Klatt CFO
Print Name Title

Jennifer Klatt 3/8/12
Signature Date

* If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.

The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President.

The second corporate officer signature must be one of the following: a) Secretary; b) Assistant Secretary; c) Chief Financial Officer; d) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

County of Orange, a political subdivision of the state of California

Leila Garcia Procurement Manager
Print Name Title

Signature Date

APPROVED AS TO FORM
Office of the County Counsel
County of Orange, California

[Signature] 3/8/12
County Counsel Deputy Date

ATTACHMENT A

SCOPE OF WORK

DEFINITIONS

I. DEFINITIONS. As used in this Contract, the following terms have the meanings set forth below:

A. **"340B Covered Drug"** means a drug covered under the federal 340B Drug Pricing Program approved by the Covered Entity for dispensing to a Patient.

B. **"340B Drug Pricing Program"** means the federal drug discount program established under Section 340B of the Public Health Service Act, 42 U.S.C. § 256b.

C. **"Formulary"** means a listing of all prescriptions medications that are covered by the program by therapeutic class and NDC 11 Number, as determined by the County formulary.

D. **"340B Prescription Drug Services"** means the prescription drug services to be rendered by PBA to each Covered Entity and Contract Pharmacy in accordance with the PBA and Covered Entity Contract and applicable Pharmacy Plan specifications.

E. **"Acquisition Cost"** means the cost of the Formulary Drug charged by the manufacturer to each Covered Entity plus any Wholesaler fee.

F. **"Administrative Fee"** means the administrative fee payable to PBA pursuant to this Contract.

G. **"Authorized Provider"** means any individual licensed to prescribe medication in the State of California that is employed or contracted by the Covered Entity licensed to prescribe medications to a Patient.

H. **"Brand Name Drug"** means an FDA approved drug, which is manufactured and distributed by an innovator drug company or its licensee, which has undergone testing for safety and efficacy for the FDA under an Investigational New Drug Application sponsored by the innovator drug company, and which has a proprietary name assigned to it by the manufacturer or distributor, or an FDA approved drug which is defined by Medispan, Inc., or another nationally recognized source mutually agreed upon by the parties as a Brand Name drug.

I. **"Claim"** means a Pharmacy's billing or invoice for a single prescription for Formulary Drugs dispensed to a Patient.

J. **"Clean claim"** - a clean claim has no defect, impropriety or special circumstance, including incomplete documentation that delays timely payment. A provider submits a clean claim by providing the required data elements on the standard claims forms, along with any attachments and additional elements, or revisions to data elements, attachments and additional elements, of which the provider has knowledge.

K. **"Contract Pharmacy"** means a California- licensed a pharmacy which has entered into a Pharmacy Provider Contract with a Covered Entity and PBA to dispense 340B Covered Drugs to Patients.

L. **"Contract Pharmacy Services"** means the dispensing and associated services provided by a Contract Pharmacy pursuant to a Pharmacy Provider Contract.

M. **"Covered Entity"** means the HRSA identified Covered Entity as defined under the 340B legislation.

- N. **“Covered Entity Contract”** means the Contract between PBA and Covered Entity for services provided to the Covered Entity by PBA.
- O. **“Dispensing Fee”** means the amount payable to a Contract Pharmacy as agreed to in the Pharmacy Services Contract entered into by the Covered Entity, the Contract Pharmacy and PBA as specified in Exhibit B of this Contract.
- P. **“Excluded Governmental Program”** means any governmental program involving a rebate Contract with a manufacturer which would result in a duplicate discount or rebate under the 340B Drug Pricing Program with respect to a 340B Covered Drug.
- Q. **“Generic Drug”** means an FDA approved drug, which is manufactured and distributed under the approval of the FDA through an Abbreviated New Drug Application, which is identified by its chemical or non-proprietary name (as determined by the United States Adopted Names Council), and which is listed in the FDA’s Approved Drug Products with Therapeutic Equivalence Evaluations publication (the “Orange Book”) as therapeutically equivalent and interchangeable with drugs having an identical amount of the same active ingredients, or a drug which is defined by MediSpan, Inc., or another nationally recognized source mutually selected by the parties as a Generic Drug. No generic waiting periods shall apply in that as soon as pioneer medications lose patent protection, they must be dispensed as generic.
- R. **“Lower of Pricing”** means the lower of (1) 340B drug acquisition cost plus negotiated dispensing fee, (2) usual and customary pharmacy charge, or (3) MAC cost plus negotiated MAC dispensing fee, or (4) non-340B replenished drug reimbursement as set forth by the County.
- S. **“Maximum Allowable Cost (MAC)”** means that the MAC list represents the upper limit price that the County will reimburse for generically available or multiple source medications. MAC pricing shall be no more than the California Medi-Cal MAC or the federal upper limit (FUL) pricing schedules on a per claim basis.
- T. **“MAC Fee Schedule”** – The MAC fee schedule must guarantee prices that are no more than the California Medi-Cal MAC or the federal upper limit (FUL) pricing schedules on a per claim basis.
- U. **“Patient”** means an individual who is registered with a Covered Entity and in whose name a prescription for a 340B Covered Drug is written by an Authorized Provider and dispensed by a Pharmacy.
- V. **“Pharmacy Provider Contract”** means a Pharmacy Provider Contract between the Contract Pharmacy and PBA with respect to Contract Pharmacy Services.
- W. **“Plan”** means the Formulary covered by the County including varying co-payments, deductibles, maximum quantities, maximum days, benefit eligibility, benefit limitations in the Plan and the corresponding accurate price calculations.
- X. **“Usual and Customary”** means the lowest price each Contract Pharmacy would charge to a Patient if the Patient were paying cash for the identical Formulary Drug of the same date of services. This includes any applicable discounts including, but not limited to, senior discounts, frequent shopper discounts and other special discounts offered to customers, inclusive of the dispensing fee.
- Y. **“Wholesaler”** means the wholesale distributor of 340B Covered Drugs designated by the County or the Covered Entity as the distributor from whom 340B Covered Drugs are purchased by the Covered Entity.
- Z. **“MAC Cost”** means the maximum ingredient unit cost, not to exceed the California Medicaid MAC or Federal Upper Limit (FUL) as established by PBA for a multisource drug included on PBA’s MAC drug list.

AA. **“340B Claims Fee- with drug inventory replenishment”** means the PBA administrative fee paid for 340B replenished medication.

BB. **“340B Claims Fee- without drug inventory replenishment”** means the PBA administrative fee paid for medications that are not 340B replenished medication.

BACKGROUND:

Ryan White HIV Clients:

The Health Care Agency (HCA) manages the federal Ryan White Program for persons living with HIV and the Medical Services Initiative (MSI) Program for health care to low income residents. Historically, the populations and services for each of these programs have not or rarely overlapped.

Federal policy now mandates that the Ryan White Program should be considered the payor of last resort. As a result, clients who qualify for the county's Low Income Health Program or LIHP (which is the MSI Program in Orange County) must be enrolled in the LIHP.

Under the Ryan White Program, clients receive their medications through the State's AIDS Drug Assistance Program (ADAP). The County currently does not incur any costs for medications provided through the ADAP. In California, the ADAP does not operate its own pharmacies, so it contracts with a Pharmacy Benefit Manager to in turn contract with a network of pharmacies throughout the State. Additionally, State ADAPs are considered Covered Entities under the 340B Drug Pricing Program so they benefit from the savings mandated through that program.

HCA's 17th Street Care Clinic, which provides care to Ryan White clients, qualifies to be a Covered Entity and has successfully applied for and obtained that status as of January 1, 2012. For continuity of care, the 17th Street Care Clinic has also registered as an MSI Provider. This will allow persons receiving services at 17th Street Care, previously funded through the Ryan White Program, to continue receiving services there. The MSI Program will reimburse the 17th Street Care Clinic for services it provides to persons who are transitioned to the MSI Program.

The 17th Street Care Clinic does not operate its own pharmacies, so it must contract with community pharmacies agreeing to provide pharmacy services utilizing medications purchased under 340B rules and regulations. Similar to the State, County is entering into this Contract with Contractor to provide 340B Drug Program Pharmacy Benefit Manager Services, including coordination of all required administrative activities.

FQHC Clinics – MSI Program:

The MSI Program currently contracts with Federally Qualified Health Centers and Look-Alikes (collectively FQHCs) to provide medical services and serve as medical homes to over 1,600 MSI Program enrollees. Under current MSI Program rules, prescriptions written by providers in these facilities must be filled at an MSI contracting pharmacy and are paid through the MSI Program through its currently contract Pharmacy Benefits Manager.

FQHCs are Covered Entities under the 340B Drug Program and the MSI Program is considering allowing prescriptions written at these facilities to be filled through the clinic's 340B pharmacy or contracted 340B community pharmacies. Should MSI be successful in establishing this partnership with the FQHCs, 340B Drug Program Pharmacy Benefit Manager Services will be provide for this population as well.

CONTRACTOR'S RESPONSIBILITIES:

The Contractor is responsible for implementation of benefits administration services with a 340B Contracted Network of pharmacies for HIV clients previously enrolled in the Ryan White program and transitioned to the MSI Program, administering and processing pharmacy claims for eligible services in accordance with the MSI Program Guidelines.

A. Rx Benefit Design - General

1. Contractor shall not be a plan fiduciary and shall not exercise discretion, authority, or control regarding administration of County's Prescription Drug Benefit Plan for MSI.
2. Contractor shall provide the services as stated and required by the MSI Benefit Design as specified below.
3. Contractor agrees that the MSI Project Manager may modify, with ten (10) days written notice to Contractor, the Plan Benefit Designs to meet federal, state, or County requirements. Contractor may request additional time, if necessary.
 - a. Upon signed request, the County may initiate benefit design changes, network modification, or add other services. Dependent on the complexity and breadth of the plan parameter change, Contractor shall implement a change as soon as possible or practicable but shall not take longer than ten (10) working days without written consent of the MSI Project Manager.
 - b. Contractor further agrees that it shall provide services in accordance with these modified Plan Benefit Designs.

B. Rx Benefit Design – MSI Program

1. Contractor shall reimburse only those medications that are ADAP formulary for 340B Covered Drugs and only those medications that are on the MSI formulary for non-replenished 340B Covered Drugs. All MSI formulary generics must be adjudicated as generic. The MSI Program is the payer of last resort for medically necessary medications. In order to formalize the medications covered, the MSI Program has developed an MSI formulary. This MSI formulary is restrictive in that only those medications on the formulary list are covered. Further, payments are restricted to generic formulations and/or step therapy medications when they are available. Generics, whether they are available from one or more manufacturers, must be covered by Contractor on the restrictive list. The MSI formulary is posted on the MSI website at: http://www.ochealthinfo.com/docs/medical/msi_providers/formulary/MSI-Drug-Formulary-lists.pdf and shall be provided to Contractor at least quarterly commencing May 1, 2012. Contractor shall submit updates to the ADAP formulary to County as they occur.

Exclusions from the MSI formulary include medications not listed in the MSI formulary, over-the-counter medications and specific therapeutic classifications relating to conditions outside the scope of the MSI Program. The MSI Program in rare cases may cover a non-formulary drug where one of the following conditions is present:

- a. All MSI formulary options have been ineffective, or
- b. Another non-formulary drug is less expensive, or
- c. There is an overwhelming case-specific need, **and** the diagnosis is within the scope of the MSI Program **and** is consistent with the prescription.

In order to ensure that therapeutic integrity is maintained in the face of cost considerations, only generics rated as therapeutically equivalent (so-called "A" or "AB rated"), or rated equivalent to the pioneer product by the FDA are covered.

Contractor agrees that reimbursement of any medications authorized outside the scope of the MSI formulary or the ADAP formulary, without a proper prior authorization from the MSI Program, will result in an audit exception and funds withheld from Contractor.

2. All medications must be obtained through Contractor's network of pharmacies. In addition to maintaining its own formulary, medications paid for by the MSI Program are limited to those prescribed by Orange County physicians at Covered Entity locations and filled in Orange County pharmacies. Contractor shall provide its Pharmacy Benefits Manager services based on the following MSI Program guidelines. **Failure to do so without proper authorization from the MSI Program will result in an audit exception and funds withheld from Contractor.**

- a. All medications available in generic must be prescribed as generic. If a physician prescribes a brand name product, then the pharmacy is expected to substitute with a generic when one is available.
 - b. All requests for prior authorizations should be requested and prescribed as generic
 - c. Every medication on the formulary has a quantity limit on the number of units covered in a month's supply, and a dollar limit on the maximum payment that MSI will approve. These quantity limits and maximum dollar thresholds are formulary limits on the usual dosage and expense for each medication. Prescriptions for quantities in excess of the quantity limits or drug costs in excess of the maximum dollar threshold require a prior authorization.
 - d. MSI covers only a 30-day supply of medication at a time. Requests for greater than a 30-day supply are denied with the exception of diabetic maintenance medications which are set at a 90-day supply limit.
 - e. MSI patients are limited to a maximum of eight (8) prescriptions per month, exclusive of diabetic materials such as insulin syringes and testing materials.
 - f. Co-pays are charged only to MSI enrollees that have an income greater than 133% of the Federal Poverty Level (FPL). For these enrollees, MSI charges a \$4 per prescription co-pay, not to exceed \$32 per month regardless of the number of prescriptions received.
 - g. In addition to diabetic materials such as insulin syringes and testing materials, some ancillary pharmacy items are covered, including:
 - i. Home IV Therapy – Standard equipment
 - ii. Customary ostomy supplies
3. Prior Authorization: The procedure for submission of the MSI Program Drug Authorization Request Form is as follows:
- a. The prescribing physician confers with the pharmacist to determine if a formulary drug may be substituted; if not, the physician completes the form.
 - b. Information on the form must include the patient's name, social security number, diagnosis, and any other information regarding the patient's condition that may assist in rendering a decision. Information may include lab results and the failure of other therapeutic agents.
 - c. The MSI Program determines, for all Drug Authorization Requests, if they are approved. Its decisions are final and binding.

C. Pharmacy Network Management:

1. Contractor shall establish the 340B Pharmacy Network, including coordination of the Contract required by the Health Resources and Services Administration (HRSA) Office of Pharmacy Affairs (OPA) between the Covered Entity and the contracting pharmacy. Contractor shall also enter into a Contract with the designated Covered Entity.
2. Prior to May 1, 2012, Contractor shall work with MSI's Administrative Manager on written communications to participating pharmacies regarding the change from the State ADAP to the County for certain clients for prescriptions written through the 17th Street Care Clinic. Contractor's network contracting and management department shall follow up the written communications with phone calls to make certain each network pharmacy is aware of the change and has all the necessary information to ensure a smooth transition for County and its clients.
3. Contractor shall distribute additional informational materials to the network pharmacies if the MSI Program plan design changes or other network changes are made. Such communications shall be approved by the MSI Administrative Manager.

4. Contractor shall also routinely communicate, upon approval of the MSI Administrative Manager, policies and procedures regarding new drugs, therapeutic substitution and utilization management to pharmacies in the network.
5. Contractor agrees that any communications referencing the MSI Program shall be approved by the MSI Administrative Manager, including educational materials. Educational materials that may be specifically related to the MSI Program include:
 - a. Formulary and preferred drug lists
 - b. Policies & procedures related to claims submission
 - c. New product notifications
 - d. Communication of new clinical guidelines
 - e. Policies & procedures related to prior authorizations
 - f. Patient compliance reminders
 - g. MAC program details
 - h. Policies & procedures related to member grievances
 - i. Benefits of optimizing generic drugs
6. Contractor shall manage pharmacy relationships, including credentialing and contracting, which encompasses pharmacy program compliance, contractual disputes, and re-credentialing.
 - a. Contractor may be requested by County to go into local areas to better communicate with and educate pharmacists on issues that directly impact the MSI Clients being served.
 - b. Contractor shall periodically survey pharmacies in order to better monitor the satisfaction and needs of network pharmacies and shall share the results of these surveys with County.
 - c. As part of the implementation process, if an analysis of the pharmacy network uncovers any pockets of clients who need better access to pharmacies, then any local pharmacies not already contracted shall be invited to join the network.
7. Contractor shall conduct desktop audits to determine the accuracy of claims adjudication and detect potential fraud and abuse. These audits shall also review and report to County on MSI Program formulary compliance. Contractor shall advise County of any audit findings.
 - a. Contractor's desktop audits shall include certain financial variances, formulary and drug utilization review (DUR) compliance, Usual & Customary (U&C) compliance, and dollar per prescription limits in addition to system parameters. Of that total, certain pharmacies shall be selected for an on-site audit.
 - i. The majority of pharmacies shall be selected on the basis of their performance history versus other pharmacies servicing the same customer and national averages. Audit criteria used shall include, but not be limited to:
 - a) Members' complaints
 - b) County requests
 - c) Lower than average generic substitution rate
 - d) Lower than average formulary compliance
 - e) High controlled substance percent
 - f) Percentage use of "Do Not Substitute" indicators
 - g) Higher than average number of prescriptions per County client
 - h) Higher than average days supply per prescription
 - i) Higher than average ingredient cost per prescription
 - j) Higher than average quantity billed per prescription
 - c. In the event of fraud detection, Contractor shall immediately notify County. After consultation with County, and depending on the severity of the offense, Contractor shall either provide additional education about the infraction to the offending pharmacy or shall remove the pharmacy from the network.

- d. Any findings will result in the proper credit of inventory and/or monies recovered from pharmacy audits are credited to the appropriate party.
8. Contractor affirms that all edits shall contain explicit criteria that are measurable in the pharmacy claims supporting invoices. All edits, clinical and value-add programs shall individually contain explicit measurable criteria and return-on-investment.
9. Contractor shall provide a pass through arrangement with County, and therefore, shall not keep any spread on drugs purchased through network pharmacies and the amount billed to County.
 - a. Contractor shall provide regular reports designed to ensure that the pass through arrangement is appropriate and provides value.
 - b. Contractor shall allow County's pharmacy consultant/quality assurance/auditor to audit payments and contracts to ensure compliance with all contract provisions. This shall include any services that are performed on behalf of County. Contractor may require County's pharmacy consultant/quality assurance/auditor to sign non-disclosure Contract and said Contract shall not require signature of County.

D. Customer Service

1. Contractor shall maintain a telephone number dedicated to facilitating communication with the County and providers submitting claims for the MSI Program. Contractor shall provide a toll-free telephone number as, with rare exception, all providers submitting claims will be Orange County based service providers.
2. Contractor's customer service call center shall manage pharmacy communications. Contractor's customer service call center shall feature toll free access 24 hours a day, seven days a week, 365 days a year. Contractor shall also provide emergency access to a registered pharmacist 24 hours a day. Contractor's call center shall handle inquiries from network pharmacies to clarify coverage and prescription information for the MSI Program.

Contractor shall also provide immediate answers to pharmacy questions through access to plan design data, patient profiles and drug history, online and in real time.
3. Contractor shall use a call management tracking system to log calls and establish an escalation procedure to handle caller inquiries. Each call shall be logged and given a code that translates into the type of call received (e.g., eligibility, pharmacy location, co-pay or benefit question, etc.). Notes are to be typed in from the customer service representative documenting whether a member or pharmacy called, the name of the caller, the problem, and the solution.
4. Contractor shall train and instruct the customer service representatives in the intricacies of the the MSI Program plan design. Contractor shall provide the customer service representatives written reference information regarding the MSI plan design, as approved by the MSI Administrative Manager. Specific documentation for the customer service department shall be created by Contractor based upon the needs of the MSI Program and corresponding plan designs. Contractor shall provide follow-up refresher training at regular intervals. In addition, Contractor shall monitor all calls and provide County with quarterly statistics on call performance.
5. If required, Contractor's customer service representatives shall contact AT&T's Language Line which provides immediate interpreters in more than 140 languages. For the hearing and speech impaired, Contractor shall provide TDD-TTY telecommunications.
6. Contractor shall be able to provide written communication in Spanish and Vietnamese during the term of the Contract. County retains the option to translate necessary materials into other languages and provide said materials to Contractor for use and distribution to County clients as appropriate.
 - a. All patient communications, other than appropriate for dispensing/refilling a prescription, must be approved by the MSI Administrative Manager.

- b. The MSI Administrative Manager retains the right to determine if communications are of marketing or other nature that is inconsistent with MSI Program policies.
- c. For the visually impaired, Contractor shall provide brochures printed in large print, which may be easier for the visually impaired, and an automatic call distribution system that will forward a caller directly to a customer service representative if he/she chooses not to respond to any of the provided options.

E. Staffing

1. Contractor shall assign an account team to oversee plan administration. This account team shall schedule onsite meetings with the MSI Administrative Manager and other County representatives to review performance, address concerns, and assist in program management. The individuals who will have direct responsibility for services provided in accordance with this Contract shall be identified by Contractor to meet the following needs:
 - a. Ensure that day-to-day program operations run smoothly, address non-routine member issues, and respond to other plan maintenance issues and/or concerns.
 - b. Review utilization figures and make recommendations on updating benefit design, locate opportunities to further control costs, review pharmacy program, monitor drug utilization patterns, participate in quality improvement and utilization management efforts, coordinate with County's Medical Director.
 - c. Research/document customer issues, monitor performance standards, and certify operational issues or County requests are addressed immediately.
 - d. Track plan utilization and costs, handle the analytical needs of the County as well as ad-hoc projects.
 - e. Oversee benefit design setup ensuring that all program-specific edits are correctly programmed, performing continual quality checks, developing and maintaining informational materials for customer service agents.
 - f. Determine the best way to send eligibility, manage the data load and exchange.
 - g. Submit required data files and reports, ensure data quality and accuracy, and update data system as needed.
 - h. Ensures members have access to pharmacies they frequent, maintain partnerships with participating pharmacies
2. Contractor shall provide County a minimum of sixty (60) days advance written notice of any changes to the proposed account management team and a description of training for new team members.
3. Contractor's customer service call center system shall route specific plan calls to groups of agents specifically trained on each particular plan. Contractor shall train a sufficient number of Customer Service Representatives to handle call volume initially during the implementation period.
 1. Contractor may provide a menu selection for clients and providers during the first sixty (60) days of implementation to allow clients and providers to enter a separate dedicated queue to ensure that their calls are given top priority and are routed to Contractor's most experienced Customer Service Representatives.
 2. Contractor's Customer Service Representatives shall have access to all MSI Program Benefit Plan Design data, patient profiles, and patient drug history, online and in real time, via Contractor's claim processing system. The claims processing system builds profiles for each client based upon claims submitted by retail pharmacies. The information contained in the profiles shall be updated in a "real-time" mode as the pharmacy dispenses a prescription, thereby providing accurate information to Customer Service Representatives at all times.

F. IT Requirements Regarding the MSI Eligibility Database

1. Contractor shall receive from the MSI Program's third-party vendor, currently NetChemistry, via a secure final transfer method, monthly eligibility files and daily update files. Once the information is loaded into Contractor's system, within 24 hours of receipt, the information contained in the profiles shall be updated in a "real-time" mode as a pharmacy dispenses a prescription.
2. Contractor shall provide the ability for select MSI Program staff to add clients to Contractor's system between eligibility transmissions and/or override plan benefits for select individuals as needed, on-line and in real time.
3. Contractor's system shall be HIPAA compliant.
4. Each eligibility file load shall result in this series of reports:
 - a. **Translation Error Report** —If County is not using a standard layout, the eligibility file is translated into standard format accepted by Contractor's claims processing system and any errors identified.
 - b. **Load Error Report** — Any record that errs during the load process is identified on this report.
 - c. **Verification of Eligibility Load Report** —Provides assurance that Contractor is meeting the established performance standards. Rejection notification, resolution, and any requested information pertaining to retroactive updates shall be facilitated through Contractor's assigned account manager.

If NetChemistry's files fall outside of the expected parameters including delay of transmission, termination of member, or unreadable records, Contractor shall proactively contact the NetChemistry to resolve the issues. When an eligibility load occurs, Contractor will fax back to NetChemistry a report detailing updated, termed and pending records.

G. Contractor's Website

1. County shall have access, as appropriate, to the following information via Contractor's web site:
 - a. Online pharmacy services
 - b. Pharmacy locator
 - c. Claims history
 - d. Formulary information
 - e. Benefit information
 - f. Disease management information
 - g. New drug releases
 - h. Clinical newsletter with current drug and health information
2. County's designated staff, with a username and password, shall be able to access the following services:
 - a. Membership eligibility updates
 - b. Real-time claims tracking
 - c. Prior authorization administration
 - d. Online management and utilization reports
 - e. Secure, client-specific formulary drug lists
 - f. Request replacement ID cards
3. Physician and Pharmacists shall be able to access:
 - a. Secure, client-specific formulary drug lists
 - b. Prior authorization Request Form
 - c. Pharmacy manual

- d. Accreditation form
 - e. Claims submission
 - f. Frequently Asked Questions
 - g. Newsletters and drug updates
 - h. Specialty pharmacy information
4. To protect members and their personal health information, the following security measures shall be in place:
- b. The Web site shall reside behind a firewall
 - c. The Web site shall be secured through 128-bit encryption
 - d. Contractor shall contract with a managed firewall service for intrusion detection 24 hours a day
 - e. Information shall be stored securely on an application server

H. Management Reports

1. Contractor shall provide, quarterly, the following standard management reports specifically for the MSI Program.

Description	Purpose
Prescription utilization summary	Summarize approved/non-reversed prescription claims utilization over any given period of time based on adjudication date
Brand generic utilization	Summarize and compare prescription claims based on the brand class attributes (single source, multisource, and generic)
Top drugs by label name	Summary of the top utilized drugs by both claim cost and volume of prescriptions
Top drugs by generic name	Summary of the top utilized drugs by both claim cost and volume of prescriptions
Top drugs By NDC-11	Summary of the top utilized drugs by both claim cost and volume of prescriptions
Top therapeutic classes by HIC-3	Summary of the top HIC-3 therapeutic drug classes by both claim cost and volume of prescriptions
Top pharmacy summary reports	Summary of the top pharmacies based on claim cost and prescription volume
Top prescriber summary reports	Summary of the top prescribers based on claim cost and prescription volume
Controlled drug usage	Summary of controlled drug utilization over any given period of time based on fill date
Inventory order	Summary of 340B replenishment orders

Contractor agrees to customize performance report packages according to the needs and goals of the MSI Program. These reports may also be used to determine Contractor's adherence to performance guarantees. These reports shall be issued quarterly, but may be requested for any given monthly period by the MSI Administrative Manager.

2. Contractor shall meet with County at least quarterly to present reports directed to benefit management, formulary, and drug coverage enhancements. These meetings shall also review performance statistics, clinical reviews, and account management reports and current projects. In addition, a summary of customer service calls and prescription claims will be discussed to determine whether any adjustments need to be made.
3. Contractor shall make an online reporting tool available to the County to enable the ability to drill down to the most specific level of detail desired. The MSI Program shall be able to use the online reporting tool to create reports customized to the needs of the Program's Benefit Plan Design.

MSI Program shall be able, from any desktop, to customize data and produce reports, graphs, and excel spreadsheets.

4. Contractor's online reporting tool shall allow for unlimited flexibility in customizing reports to meet each Program's preferences and business needs. Each report shall have drill-down functionality and the data shall correspond to invoiced claim amounts. County shall have the ability to develop ad hoc reports with the complete analytical functions available in the online reporting tool.

I. Claims Adjudication

1. PBA shall provide or shall contract with a claims processor to provide electronic claims processing, as required by this Contract. PBA shall provide the claims processing services related to Claims for prescriptions dispensed by Contract Pharmacies on or after the Effective Date of this Contract, using its own BIN number. Upon termination of this Contract, PBA shall be responsible to process only those Claims which are for prescriptions dispensed by Contract Pharmacies prior to the termination date and which are received by PBA within thirty (30) days of the termination date.

PBA agrees to accurately process Claims received from Contract Pharmacies, determine whether such Claims are covered on behalf of the County within the Plan specifications and accurately calculate the price of such Claims. The following electronic real-time, adjudication services shall be performed by PBA upon receipt of an electronic prescription Claim from a Contract Pharmacy:

- (i) Verification that the submitted Claim has been received from a Contract Pharmacy.
 - (ii) Verification that the Claim submitted is for a Patient and that the Patient is entitled to receive 340B Covered Drugs on the date of service based on information provided to PBA by the Covered Entity eligibility file.
 - (iii) Verification that the prescription is from an Authorized Provider based on information provided to PBA by the Covered Entity.
 - (iv) Verification that the Claim is within any quantity or days supply limitations detailed within the County's Plan specifications.
 - (v) Accurately calculate the Claim cost in compliance with the Plan specifications and the sliding fee scales provided to PBA by County.
 - (vi) Accurately calculate the Patient's Co-Payment, using the Patient's data Plan specifications, if applicable.
 - (vii) Accurately accept or reject all Claims transmitted to PBA by the Contract Pharmacy, including rejecting Claims from an Excluded Governmental Program.
 - (viii) Accurately calculates each claim to ensure reimbursement follows Lower of Pricing.
 - (ix) Verification that the Claim is a Clean Claim
2. Contractor shall adjudicate claims according to each and every element of the Plan Benefit Design (not limited to those listed above) for the MSI Program.
 3. Contractor shall adjudicate claims in accordance with the MSI Program formulary and shall provide information to County for optimization of the MSI Program formulary, including providing the County with current, in-depth drug reviews and drug lists.

4. Contractor shall adjudicate and maintain an MSI Program maintenance drug list for 90-day supply, if applicable. Contractor's system shall also include the ability to exclude specific categories for acute care only.
5. If County requests a modification to its MSI Program Plan Benefit Design, Contractor shall implement said modifications and adjudicate claims in accordance with the modification. Dependent on the complexity and breadth of the plan parameter change, Contractor shall implement a change request as soon as possible or practicable but shall not take longer than ten (10) working days.
6. Contractor shall properly adjudicate a 90-day supply for maintenance drugs at retail, if applicable, while providing only a 30-day supply for all other acute care medications.
7. Pharmacies
 - a. Payment shall be limited to Contractor's network pharmacies physically located within the borders of Orange County.
 - b. All pharmacy claims to Contractor must be submitted within sixty (60) days of the date of service. Claims submitted after this timeframe shall be denied.
 - c. Contractor shall pay pharmacies in accordance with Contractor's contracts with its network pharmacies.
8. Contractor shall facilitate coordination of benefits (COB) billing according to current Telecommunication National Council for Prescription Drug Program (NCPDP) standards with participating 340B contract pharmacies whenever the enrolled member has a known third party payer and the prescription claim requires coordination of benefits.
 - a. Payment shall be limited to the third party patient responsibility amount, using the Lower of Pricing.
 - b. All COB claims payment data as submitted in the NCPDP formatted claim shall be provided to the County in the claims file.
 - c. Contractor will facilitate Center for Medicaid and Medicare Services (CMS) data exchange, if applicable, to verify patient Medicare Part D plan information.

J. 340B Covered Entity Services

1. Drug Ordering. PBA shall generate and submit to each Covered Entity, for approval by the Covered Entity, an electronic purchase order for drugs to replenish the Contract Pharmacies' drug inventory used to dispense 340B Covered Drugs. Purchase orders will specify drugs by NDC 11 Number, unit quantity and other required data needed to complete such purchase order. Upon receipt of approval from the Covered Entity, PBA shall submit such purchase order to the Covered Entity's Wholesaler.

PBA shall provide a system to enable each Covered Entity and Contract Pharmacies to validate shipment from the Wholesaler to the Covered Entity and the Contract Pharmacies, of all orders for 340B Covered Drugs and report any discrepancies to the Covered Entity within five (5) business days after receipt by the Covered Entity of receipt of such shipment.

2. Virtual Inventory. PBA agrees that it will manage each Covered Entity's individual 340B Contract Pharmacy inventory and cause orders to be generated to replenish the 340B inventory based on replenishment levels established in the Plan specifications. The replenishment of the inventory will be made at the then current Acquisition Cost of the 340B Covered Drugs.

PBA shall perform daily loading into a data management system of valid processed Claims of 340B Covered Drugs by Contract Pharmacy for product replenishment for each Covered Entity.

PBA agrees to manage and track current 340B Covered Drug inventories by NDC 11 Number including unit quantities used and unit quantities remaining with each Contract Pharmacy.

3. Software License. PBA shall make available to County and each Covered Entity the use of PBA's proprietary software application by which the Covered Entity may view and track 340B claims and purchase order data for 340B Covered Drugs that the Covered Entity receives from the Covered Entity's Wholesaler. The Software License shall be provided for use of the PBA's proprietary software application on or after the effective date of this Contract to County and each Covered Entity that enters into an Contract with PBA. In the event of a terminated Contract, PBA will revoke all Software License and Covered Entity access to such software. All right, title and interest in and to the Software that is in use by or on behalf of PBA and made available to County and each Covered Entity, including any copyrights with respect thereto, shall be the sole and exclusive property of PBA.
4. 340B Covered Entity Payment. PBA shall make payments to the 340B Contract Pharmacies based on the amounts as paid by County. The payment to the 340B Contract Pharmacy shall be equal to Lower of Pricing.
5. Management of Patient Profiles. PBA agrees to implement and provide ongoing management of a Patient eligibility system. Such eligibility system shall allow for additions and deletions of the Eligible Patient eligibility file on-line. PBA agrees to load the Patient eligibility files upon receipt not to exceed twenty-four (24) hours of receipt of complete file.

Eligible Patient information and all information associated with the County, Covered Entity and Covered Entity's Contract Pharmacies shall be considered confidential. All such information, regardless of whether it is or is not marked as confidential information, shall be treated by PBA as confidential information and shall not be disclosed by PBA without the prior written consent of County. PBA agrees that it will not share this information for any reason, with any other party, without the prior consent of County, except where such disclosure is required pursuant to state or federal laws or regulations.

PBA may only use and disclose the information of County, the contracted Covered Entity and/or the Patient in its possession internally for its proper management and administration, provided that such use or disclosure does not violate or breach any provision of this Contract.

PBA and County agree that all Patient information relating to 340B Covered Drugs and non-340B Covered drugs prescribed by an Authorized Provider, and other records identifying Patient, shall be treated by PBA and each Covered Entity as confidential except to the extent that disclosure may be required pursuant to state or federal laws or regulations or as may be permitted.

PBA agrees to provide billing information to be included on County Eligible Patient identification cards as part of the services to be rendered by PBA.

6. Management and Development of Network. PBA agrees to use reasonable industry efforts to locate and provide alternative Contract Pharmacy(ies) in areas as needed and requested by the County and/or each Covered Entity.

PBA agrees to perform an ongoing credentialing process with each Contract Pharmacy pursuant to the applicable Pharmacy Provider Contract. PBA agrees to solicit Contract Pharmacies at the direction, and on behalf of, County and/or each Covered Entity.

PBA agrees to secure an executed Pharmacy Provider Contract with each Contract Pharmacy setting forth the Contract Pharmacy services, Dispensing Fee, rules for electronically transmitting Claims, definition of audit processes, mutual indemnification of the parties and a business associate Contract.

PBA shall perform audits of pharmacy dispensing at an agreed upon sampling as approved by the County within thirty (30) days of the execution of this Contract. PBA shall provide a 340B contract pharmacy audit plan to the County within thirty (30) days of the execution of this Contract.

K. Audits

1. Contractor shall provide audit rights to County or its agents in all areas included in this Contract. Contractor confirms acceptance of County's audit requirement and an unrestricted ability for County or its agents to obtain all materials, rebate Contracts, fee schedules, etc., consistent with Contractor's performance under this Contract. County understands that Contractor must abide by any and all confidentiality provisions in its existing subcontracts.
2. Contractor agrees to allow audits related to County's claims activity to be performed by County or County's designated, independent third party auditor. Contractor may require County's designated, independent third party auditor to sign a non-disclosure Contract and said Contract shall not also require signature of County. Claims shall be audited on a monthly basis.
3. Contractor shall provide complete electronic pharmacy claims detail in NCPDP 5.1, or most recent format, to accompany each invoice. Contractor agrees County shall provide, or request that Contractor provide, this information to County's contracted pharmacy consultant/quality assurance/auditor for the purpose of screening all invoices for member eligibility, pricing, claim validity, formulary coverage, etc., and reject applicable claims for payment. **It shall be the responsibility of Contractor to cure these exception claims or assume responsibility for incorrect payments.**
 - a. Contractor guarantees to provide invoice claim data in electronic NCPDP format with each invoice that includes 100% of all claims supporting the invoice, all edits, Prior Authorizations, and other relevant information to support claims payments.
 - b. Contractor shall also provide data which includes amount paid to pharmacy, check date, and payment date. Contractor has one of the following options for submitting this data:
 - i. The data shall be added back to the electronic NCPDP original claims file to allow County to reconcile to claims approved by County by invoice
 - ii. A new data file shall be submitted to County that includes original claims submission data so as to allow County to reconcile back to claims approved by County.
4. Contractor shall provide prior authorization, edits, and prospective DUR numbers and descriptions in the claim detail provided to County.
5. NetChemistry shall submit an eligibility database daily to Contractor as well as the County-contracted pharmacy consultant/quality assurance/auditor. Contractor must submit 100% of all claims supporting documentation to the County-contracted pharmacy consultant/quality assurance/auditor as well as any reports detailing any edits or prior authorizations.

K. Pharmacy Benefit Administration and 340B contract pharmacy services which are include in the per claim fee specified in Attachment C:

Item #	Processing Services	340B Drug Replenishment Claims	340B Drug Non-Replenishment Claims
1.	Eligibility Management (Electronic)	Included	Included
2.	Electronic Claims Adjudication	Included	Included
3.	PMDC Systems™ (program data management system)	Included	Included
4.	Number of users supported on PMDC Systems™	Unlimited Users Included	Unlimited Users Included

	Pharmacy Network Services		
5.	Pharmacy Help Desk, toll free 24x7	Included	Included
6.	Network Administration (related to the 340B contract pharmacy claims adjudication)	Included	Included
7.	Pharmacy Payment	Included	Included
Item #	Formulary Management	340B Drug Replenishment Claims	340B Drug Non-Replenishment Claims
8.	Formulary Analysis (implementation and annual review)	Included	
9.	Drug Utilization Review (DUR), Prospective/Concurrent	Included	Included
10.	HIV/AIDS DUR, Prospective/Concurrent	Included	
11.	Pharmacy Provider Management	Included	
12.	Administrative Prior Authorizations (Standard edits)	Included	
13.	Step Therapy	Included	
14.	Antiretroviral Drug Dose Optimization through Application of DHHS dosage guidelines to antiretroviral drugs within prospective DUR process	Included	
Item #	Formulary Management	340B Drug Replenishment Claims	340B Drug Non-Replenishment Claims
15.	Dose Optimization applied to applicable other (non ARV) formulary medications	Included	
16.	Development and application of dispensing guidelines	Included	
17.	Treatment exception requests handling	Included	
	Clinical Services		
18.	Prior Authorization Step Therapy	Standard Edits Included	Standard Edits Included
19.	Utilization Management Tools	Included	Included
20.	Quality Assurance Desk Audit	Included	Included

	Account Management		
21.	Account Management Services and Quarterly face-to-face meetings	Included	Included
	340B Replenishment and Inventory Management		
22.	340B Inventory Order Management	Included	
23.	Wholesaler Order EDI Support	Included	
24.	340B Inventory Management Reports	Included	
25.	340B Inventory Management System	Included	
Item #	340B Replenishment and Inventory Management	340B Drug Replenishment Claims	340B Drug Non-Replenishment Claims
26.	Wholesaler Fiscal Intermediary Services	Included	
	Covered Entity Invoice and Payment Services		
27.	340B Drug Inventory Costs Invoice	Included	
28.	340B Covered Entity Payment	Included	

COUNTY RESPONSIBILITIES:

- A. County shall have sole authority to determine the benefits to be administered under its MSI Program. County or its designee may direct Contractor to reject specific claims. County has the sole right to resolve disputed claims and shall promptly inform Contractor of such resolution. However, County shall rely primarily on information and recommendation provided by Contractor in resolving such disputed claims. County represents that it is legally entitled to have Contractor perform the services described in this Contract and to exercise (or have any third party designated by County exercise) its audit rights or other rights to receive individual-specific data.
- B. County shall be responsible for compensating Contractor according to the terms in Attachment B, and as set forth elsewhere in this Contract for the provision of services under this Contract. County shall be responsible for providing to Contractor all items required by Contractor and as set forth in this Contract in order for Contractor to satisfactorily perform its services under this Contract.

ATTACHMENT B

COMPENSATION/PAYMENT

I. COMPENSATION

This is a fixed price Contract not to exceed the amount of two million six hundred thousand dollars (\$2,600,000.00) for the period of May 1, 2012 through and including August 31, 2012.

The Contractor agrees to accept the specified compensation as full remuneration for performing all services and furnishing all staffing and materials called for; for any reasonably foreseen difficulties under the responsibility of the Contractor which may arise or be encountered in the execution of the services until their acceptance; for risks connected with the services; and for performance by the Contractor of all of its duties and obligations hereunder. The fixed price shall include the fee and all expenses related to the performance of work and services required to meet the tasks and deliverables in the SOW, set forth more fully in Attachment A of this Contract.

II. FIRM DISCOUNT AND PRICING STRUCTURE

Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, state, or federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract, not otherwise specified and provided for within this Contract.

III. PAYMENT TERMS

- A. Contractor shall submit weekly invoices.
- B. Payment should be made within thirty (30) days upon after receipt and approval by County of an invoice in a format acceptable to the County and verified and approved by its contracted pharmacy consultant/quality assurance/auditor the Auditor-Controller's receipt of an approved invoice submitted in accordance with the terms set forth herein. The invoice must be verified and approved by the Project Manager and is subject to routine processing requirements of the County, including verification and approval by County's contracted pharmacy consultant/quality assurance/auditor.
- C. Payment made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the services.
- D. Claims submitted with the invoices that are identified as variant from the MSI Program benefits, as applicable, will be rejected for payment. These rejections must be corrected, rejected, or explained by Contractor before payment for them will be issued.
- E. Billing shall cover services not previously invoiced. The Contractor shall reimburse the County for any monies paid to the Contractor for services not provided or when services do not meet the Contract requirements.

IV. INVOICING INSTRUCTIONS:

The Contractor will provide an invoice on Contractor's letterhead for services rendered. Each invoice will have a number and will include the following information:

- a. Contractor's name and address (Name on invoice & W9 must match)
- b. Contractor's remittance address (if different from 1 above)
- c. Name of County Agency Department

- d. County Contract number: MA-042-12011480
- e. Dates of service
- f. Description of service
- g. Quantity of service
- h. Unit cost of service
- i. Contractor's Federal I. D. number and California Sales Tax Permit Number (for out of state firms)
- j. Total amount of payment

The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction. The County's Project Manager or designee is responsible for approval of invoices and subsequent submittal of invoices to the Auditor-Controller for processing of payment.

INVOICE(S) SHALL BE SENT TO:

HEALTH CARE AGENCY: ACCOUNTS PAYABLE
P.O. BOX 689
SANTA ANA, CA 92702-0689

Additionally, invoices and all supporting documentation shall be mailed to the following, which addresses and/or information may be modified by Project Manager with ten (10) days written notice to Contractor. Supporting documentation shall either be sent via secured e-mail or available through an FTP site for the following:

- a. Pro Pharma Pharmaceutical Consultants, Inc.
data@propharmaconsultants.com

Questions to be directed to:
Prairie McFarland
praiiemcfarland@propharmaconsultants.com
(818) 701-5438 ext 730

- b. County of Orange
Health Care Agency/MSI
405 W. 5th Street, Bldg 38-E
Santa Ana, CA 92701
Attn: Anthony Rose
arose@ochca.com

ATTACHMENT C**COST SUMMARY/PRICING**

- I. Schedule of Fees for all services specified in Attachment A. The Parties agree that these fees shall be in addition to the actual cost of the prescriptions filled through contract pharmacies managed through this Contract.

Item #	Processing Services	Associated Fees
1.	Administrative Fee per month, includes: 340B Contract Pharmacy Network 340B Claim Replenishment	\$8,400.00*
	340B Replenishment Claims	
2.	Claim Fee	\$4.00/claim
	340B Non Replenished Claims	
3.	Claim Fee	\$0.85/claim
	Coordination of Benefits	
4.	Claim Fee	\$4.00/claim
	Implementation Services	
5.	Implementation fee for services: System Configuration User access and authorization Benefit Design and planning	\$3,000.00
6.	Coordination of Benefits: System Configuration Benefit Design and Planning	\$3,000.00

* For each month this contract is in effect, County shall pay the amount in Item #1 only if the total of the amount calculated in Item #2, plus Item #3, plus Item #4 are less the amount identified in Item #1 for the month.

- II. Additional services that are not included in the claims processing fee, but can be provided upon request of the County's Project Manager:

Item #	Member Services	Associated Fees
1.	Member submitted paper claims	\$3.50/claim
	Miscellaneous	
2.	IT Development Rate	\$200.00/hour

3.	Consulting Rate for services that fall outside of the administrative services included in Attachment A	\$200.00/hour
Non-Standard Reporting Services		
4.	Developer Ad Hoc Reports – for reports that require system programming and must be developed and do not exist in Contractor's PMDC Systems™ report query tool	\$200.00/hour

- III. Contractor shall execute Pharmacy Provider Contracts with 340B Contract Pharmacies that adhere to Orange County maximum allowable dispensing fees. Contractor shall execute Lower of Pricing to determine 340B replenishment in adherence to rates as expressed in this Rate Table.

Item #	340B Replenished Pharmacy Dispensing	Associated Fees
1.	Brand Drugs	Maximum \$14.00
2.	Generic Drugs	Maximum \$12.00
Non 340B Replenished Dispensing		
3.	Brand Drug Dispensing Fee	\$1.30
4.	Brand Drug Ingredient Cost	AWP-13.75% or U&C, whichever is lower
5.	Generic Drug Dispensing Fee	\$1.30
6.	Generic Drug Ingredient Cost	AWP-13.75%, U&C, or Contractor's Maximum Allowable Cost (MAC) not to exceed the California Medicaid MAC or Federal Upper Limit (FUL), whichever is the lowest on a per claim basis

ATTACHMENT D**HIPAA BUSINESS ASSOCIATE****TERMS AND CONDITIONS****A. GENERAL PROVISIONS AND RECITALS**

1. The parties agree that the terms used, but not otherwise defined below, shall have the same meaning as those terms in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as it may exist now or be hereafter amended.

2. It is agreed by both parties that Contractor is a Business Associate of County for the purposes of this Contract.

3. It is understood by both parties that the HIPAA Security and Privacy Rules apply to the Contractor in the same manner as they apply to the covered entity (County). Contractor shall therefore at all times be in compliance with the applicable provisions of both the Privacy and the Security Rules as are described in Sections B.4 and B.5. below, and is responsible for complying with the issued regulations for said rules, as they currently exist or are hereafter amended, for purposes of safeguarding any Protected Health Information (PHI) used or generated by Contractor consistent with the terms of this Contract.

4. It is understood by both parties that the Privacy Rule does not pre-empt any state statutes, rules or regulations that impose more stringent requirements with respect to confidentiality of PHI.

5. County wishes to disclose certain information to Contractor pursuant to the terms of this Contract, some of which may constitute PHI as defined in Section B.6. below.

6. County and Contractor intend to protect the privacy and provide for the security of PHI disclosed to the Contractor pursuant to this Contract, in compliance with HIPAA and the regulations promulgated thereunder by the U.S. Department of Health and Human Services as they may now exist or be hereafter amended.

B. DEFINITIONS

1. "Breach" means the acquisition, access, use, or disclosure of Protected Health Information in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the Protected Health Information.

a. For purposes of this definition, compromises the security or privacy of the Protected Health Information means poses a significant risk of financial, reputational, or other harm to the Individual.

b. A use or disclosure of Protected Health Information that does not include the identifiers listed at §164.514 (e) (2), date of birth, and zip code does not compromise the security or privacy of protected health information

c. Breach excludes:

1) Any unintentional acquisition, access, or use of Protected Health Information by a workforce member or person acting under the authority of a covered entity or a business associate, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the Privacy Rule.

2) Any inadvertent disclosure by a person who is authorized to access Protected Health Information at a covered entity or business associate to another person authorized to access Protected Health Information at the same covered entity or business associate, or organized health care arrangement in which the covered entity participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under the Privacy Rule.

3) A disclosure of Protected Health Information where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

2. "Designated Record Set" shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 164.501.

3. "Individual" shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.502(g).

4. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

5. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160, Part 162, and Part 164, Subparts A and C."

6. "Protected Health Information" or "PHI" shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 160.103, as applied to the information created or received by Business Associate from or on behalf of Covered Entity.

7. "Required by Law" shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 164.103.

8. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.

9. "Unsecured Protected Health Information" means Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary of Health and Human Services in the guidance issued on the HHS Web site.

C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE:

1. Contractor agrees not to use or disclose PHI other than as permitted or required by this Contract or as required by law.

2. Contractor agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Contract.

3. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI by Contractor in violation of the requirements of this Contract.

4. Contractor agrees to report to County within five (5) business days any use or disclosure of PHI not provided for by this Contract of which Contractor becomes aware.

5. Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from County, or created or received by Contractor on behalf of County, agrees to the same restrictions and conditions that apply through this Contract to Contractor with respect to such information.

6. Contractor agrees to provide access, within fifteen (15) calendar days of receipt of a written request by County, to PHI in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under 45 CFR Section 164.524.

7. Contractor agrees to make any amendment(s) to PHI in a Designated Record Set that County directs or agrees to pursuant to 45 CFR Section 164.526 at the request of County or an Individual, within thirty (30) calendar days of receipt of said request by County. Contractor agrees to notify County in writing no later than ten (10) calendar days after said amendment is completed.

8. Contractor agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Contractor on behalf of County, available to County and the Secretary, in a time and manner as determined by County, or as designated by the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.

9. Contractor agrees to document any disclosures of PHI and to make information related to such disclosures available as would be required for County to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

10. Contractor agrees to provide County or an Individual, as directed by County, in a time and manner to be determined by County, that information collected in accordance with this Contract, in order to permit County to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

11. Contractor shall work with County upon notification by Contractor to County of a Breach to properly determine if any Breach exclusions exist as defined in Section B.1.c. above.

D. SECURITY RULE

1. Security. Contractor shall establish and maintain appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI. Contractor shall follow generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of PHI.

2. Agents and Subcontractors. Contractor shall ensure that any agent, including a subcontractor, to whom it provides electronic PHI, agrees to implement reasonable and appropriate safeguards to protect the PHI.

3. Security Incidents. Contractor shall report any "security incident" of which it becomes aware to County. For purposes of this Contract, a security incident means the attempted or successful

unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations. This does not include trivial incidents that occur on a daily basis, such as scans, "pings", or unsuccessful attempts to penetrate computer networks or servers maintained by Contractor.

E. BREACH DISCOVERY AND NOTIFICATION

1. Following the discovery of a Breach of Unsecured Protected Health Information, Contractor shall notify County of such Breach, however both parties agree to a delay in the notification if so advised by a law enforcement official, pursuant to 45 CFR 164.412.

2. A Breach shall be treated as discovered by Contractor as of the first day on which the Breach is known to the Contractor, or by exercising reasonable diligence, would have been known to Contractor.

3. Contractor shall be deemed to have knowledge of a Breach if the Breach is known, or by exercising reasonable diligence would have known, to any person who is an employee, officer, or other agent of the Contractor, as determined by federal common law of agency.

4. Contractor shall provide the notification of the Breach without unreasonable delay, and in no case later than five (5) business days after a Breach.

5. Contractor's notification may be oral, but shall be followed by written notification within 24 hours of the oral notification. Thereafter, Contractor shall provide written notification containing the contents stated below, within five (5) business days. Contractor shall be required to provide any other information relevant to the Breach in writing, as soon as discovered, or as soon as the information is available.

6. Contractor's notification shall include, to the extent possible:

a. The identification of each Individual whose unsecured protected health information has been, or is reasonably believed by Contractor to have been, accessed, acquired, used, or disclosed during the Breach,

b. Any other information that County is required to include in the notification to Individual it must provide pursuant to 45 CFR §164.404 (c), at the time Contractor is required to notify County, or promptly thereafter as this information becomes available, even after the regulatory sixty (60) day period set forth in 45 CFR § 164.410 (b) has elapsed, including:

1) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

2) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

3) Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;

4) A brief description of what Contractor is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any future Breaches; and

5) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

7. County may require Contractor to provide notice to the Individual as required in 45 CFR § 164.404 if it is reasonable to do so under the circumstances, at the sole discretion of the County.

8. In the event that Contractor is responsible for, or suffers a Breach of Unsecured Protected Health Information, in violation of the Privacy Rule, Contractor shall have the burden of demonstrating that Contractor made all notifications to County as required by the Breach Notification regulations, or in the alternative, that the use or disclosure did not constitute a Breach as defined in 45 CFR § 164.402.

9. Contractor shall maintain documentation of all required notifications required pursuant to this Contract in the event of an impermissible use or disclosure of Unsecured Protected Health Information, or its risk assessment of the application of an exception to demonstrate that the notification was not required.

10. Contractor shall provide to County all specific and pertinent information about the Breach to permit County to meet its notification obligations under the HITECH Act, as soon as practicable, but in no event later than fifteen (15) calendar days after reporting the initial Breach to the County.

11. Contractor shall continue to provide all additional pertinent information about the Breach to County as it may become available, in reporting increments of fifteen (15) calendar days after the last report to County. Contractor shall also respond in good faith to any reasonable requests for further information, or follow-up information after report to County, when such request is made by County.

12. Contractor shall bear all expense or other costs associated with the Breach, and shall reimburse County for all expenses County incurs in addressing the Breach and consequences thereof, including costs of investigation, notification, remediation, documentation or other costs associated with addressing the Breach.

F. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

1. Except as otherwise limited in this Contract, Contractor may use or disclose PHI to perform functions, activities, or services for, or on behalf of, County as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by County or the minimum necessary policies and procedures of County.

2. Contractor is permitted to use PHI as necessary for the proper management and administration of Contractor or to carry out legal responsibilities of Contractor. (ref. 45 C.F.R. 164.504(e)(4)(i)(A-B)).

3. Contractor is permitted to disclose PHI received from County for the proper management and administration of Contractor or to carry out legal responsibilities of Contractor, provided:

a. The disclosure is required by law; or

b. Contractor obtains reasonable assurances from the person to whom the PHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, the person will use appropriate safeguards to prevent unauthorized use or disclosure of the PHI, and the person immediately notifies Contractor of any instance of which it is aware in which the confidentiality of the Information has been Breached. (ref. 45 C.F.R. 164.504(e)(4)(ii)).

4. Contractor is also permitted to use or disclose PHI to provide data aggregation services, as that term is defined by 45 C.F.R. 164.501, relating to the health care operations of County.

G. OBLIGATIONS OF COUNTY

1. County shall notify Contractor of any limitation(s) in County's notice of privacy practices in accordance with 45 CFR Section 164.520, to the extent that such limitation may affect Contractor's use or disclosure of PHI.

2. County shall notify Contractor of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Contractor's use or disclosure of PHI.

3. County shall notify Contractor of any restriction to the use or disclosure of PHI that County has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restriction may affect CONTRACTOR'S use or disclosure of PHI.

4. County shall not request Contractor to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by County.

H. BUSINESS ASSOCIATE TERMINATION

1. Notwithstanding the Termination provisions set forth in this Contract, the Contract shall only terminate when all of the PHI provided by County to Contractor, or created or received by CONTRACTOR on behalf of County, is destroyed or returned to County, or if infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions of this Section.

2. In addition to the rights and remedies provided in the Termination paragraph of this Contract, upon County's knowledge of a material breach by Contractor of the requirements of this Paragraph, County shall either:

a. Provide an opportunity for Contractor to cure the material breach or end the violation and terminate this Contract if Contractor does not cure the material breach or end the violation within thirty (30) business days; or

b. Immediately terminate this Contract if Contractor has breached a material term of this Contract and cure is not possible; or

c. If neither termination nor cure is feasible, County shall report the violation to the Secretary of the Department of Health and Human Services.

3. Upon termination of this Contract, all PHI provided by County to Contractor, or created or received by Contractor on behalf of County, shall either be destroyed or returned to County as provided in the Termination paragraph of this Contract, and in conformity with the Privacy Rule.

a. This provision shall apply to PHI that is in the possession of subcontractors or agents of Contractor.

b. Contractor shall retain no copies of the PHI.

c. In the event that Contractor determines that returning or destroying the PHI is infeasible, Contractor shall provide to County notification of the conditions that make return or destruction infeasible. Upon determination by County that return or destruction of PHI is infeasible, Contractor shall extend the protections of this Contract to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such PHI.

EXHIBIT 1
COUNTY OF ORANGE CHILD SUPPORT ENFORCEMENT
CERTIFICATION REQUIREMENTS

In order to enhance the child support collection efforts of the County of Orange Child Support Services, all contractors are required to provide the following information as listed on the attached form:

- If the Contractor is an individual contractor: Name, date of birth, social security number, and residence address.
- If Contractor is doing business in a form other than as an individual: Name, date of birth, social security number, and residence address of each individual who owns an interest of ten (10) percent or more in the contracting entity.

In addition, all contractors must provide:

- A certification that the Contractor has fully complied with all applicable federal and state reporting requirements regarding its employees, and
- A certification that the Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

In order to comply with child support enforcement requirements of the County of Orange, within ten (10) days of award of Contract, the Contractor agrees to furnish the required Contractor data and certifications to the Contract Administrator, Purchasing Agent or the Agency/Department Deputy Purchasing Agent.

Information provided shall be submitted to the Child Support Office, which has been charged with the establishment and enforcement of child support orders. Copies shall not be retained by the requesting agency.

Failure of the Contractor to submit the data and/or certifications required above or to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within sixty (60) calendar days of notice from the County shall constitute grounds for termination of the Contract.

The successful Contractor may use the forms supplied herein to furnish required information listed above.

**COUNTY OF ORANGE CHILD SUPPORT ENFORCEMENT
CERTIFICATION REQUIREMENTS**

- A. In the case of an individual Contractor, his/her name, date of birth, Social Security number, and residence address:

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

- B. In the case of Contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten (10) percent or more in the contracting entity:

Note: If no individual owns ten (10) percent or more, write "NA"

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

(Additional sheets may be used if necessary)

CHILD SUPPORT ENFORCEMENT CERTIFICATE

"I certify that Ramsell Corporation is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of Contract No. MA-042-12011480 with the County of Orange. I understand that failure to comply shall constitute a material breach of the Contract and that failure to cure such breach within sixty (60) calendar days of notice from the County shall constitute grounds for termination of the Contract."

Signature* Name (Please Print)

Title Date

Ramsell Corporation

Company Name

MA-042-12011480

Contract Number

***Two signatures required if a corporation.**

Signature* Name (Please Print)

Title Date

Company Name

Contract Number