



CONTRACT NUMBER MA-042-~~13011517~~14011171

FOR

**PHARMACY BENEFITS MANAGER
QUALITY ASSURANCE SERVICES**

BETWEEN

**THE COUNTY OF ORANGE
HEALTH CARE AGENCY**

AND

**PRO PHARMA PHARMACEUTICAL CONSULTANTS, INC.
DBA: PRO PHARMA**

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CONTRACT NO. MA-042-~~13011517~~14011171
FOR
PHARMACY BENEFITS MANAGER QUALITY ASSURANCE SERVICES

This Agreement Number MA-042-~~13011517~~14011171, (hereinafter "Contract") is made and entered into as of the date fully executed by and between Pro Pharma Pharmaceutical Consultants, Inc., dba: Pro Pharma (hereinafter "Contractor"), with a place of business at 9221 Corbin Ave. Suite 150, Northridge, CA 91324, 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. #650, Santa Ana, CA, 92701, with County and Contractor sometimes individually referred to as "Party", or collectively as "Parties".

RECITALS

WHEREAS, the County issued a Request for Proposal ("RFP") for the provision of Pharmacy Benefits Manager Quality Assurance Services; and

WHEREAS, the Contractor responded and represented that its proposed goods and/or services shall meet or exceed the requirements and specifications of the RFP; and

WHEREAS, the County Board of Supervisors has authorized the County Purchasing Agent or authorized Deputy to enter into Contract with the Contractor for obtaining said goods and/or 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 A 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. 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."
- 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 agreement 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.
- 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. Delivery shall not be deemed to be complete until all services have actually been received and accepted by County. County shall notify Contractor of non-acceptable reports or services in writing which may result in non-payment.

- 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 they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend, and hold County and its indemnities as identified in paragraph "HH" below, and as more fully described in paragraph "HH", harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- 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. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "HH" below, it shall indemnify, defend and hold County and County Indemnities harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.
- 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. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned or sub-contracted by Contractor without the express written consent of County. Any attempt by Contractor to assign or sub-contract the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- 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:** In addition to any other remedies or rights it may have by law, County has the right to terminate this Contract without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of Contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligations.
- 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 satisfaction. 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.

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

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.

All 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.

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. Any increase or decrease in insurance will be as deemed by County Risk Manager as appropriate 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 and, in accordance with the requirements of paragraph "HH" below, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
- R. Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- S. 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 and complete them to the satisfaction of County.
- T. Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties 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 Contractor gives written notice of the cause of the delay to County within thirty-six (36) hours of the start of the delay and Contractor avails himself of any available remedies.
- U. Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- V. Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor'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 to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "HH" below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnities harmless from all liability, damages, costs, and expenses arising from or related to a violation of such laws.
- W. 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.
- X. 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.
- Y. 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.

- Z. Terms and Conditions:** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.
- AA. 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.
- BB. 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.
- CC. Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- DD. 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.
- EE. 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.
- FF. 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.
- GG. 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.
- HH. Indemnification Provisions:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents, and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands 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 Contract. 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.

Additional Terms and Conditions

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure services from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A".
2. **Term of Contract:** The term of this Contract shall be effective from July 1, ~~2013~~ 2014 through and including June 30, ~~2014~~ 2015, renewable for ~~four (4)~~ one (1) additional one-year periods 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 3, 4, and 5.
3. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may also be contingent upon the receipt of funds from, and/or appropriation of funds by, the state of California to County. If such funding and/or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
4. **Fiscal Appropriations:** This contract is subject to and contingent upon applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each fiscal year during the term of this contract. If such appropriations are not approved, the contract will be terminated without penalty to the County.
5. **Termination:**
 - a. **Termination – Default:** If Contractor is in default of any of its obligations under this Contract and has not commenced cure within ten (10) days after receipt of a written notice of default from County and cured such default within the time specified in the notice, the County shall immediately be entitled to either commence resolution in accordance with this paragraph or to terminate this Contract by giving written notice to take effect immediately. Default shall include failure to carry out any of the requirements of this Contract, including, but not limited to not providing enough properly skilled workers or proper materials, persistently disregarding laws and or ordinances, not proceeding with the work as agreed to herein, or otherwise substantially violating any provision of this Contract. Upon termination of the Contract with Contractor, the County may begin negotiations with a third-party contractor to provide goods and/or services as specified in this Contract.

The right of either Party to terminate this Contract hereunder shall not be affected in any way by its waiver of or failure to take action with respect to any previous default.
 - b. **Termination – Orderly:** After receipt of a termination notice from the County, the Contractor shall submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than sixty (60) days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation plus previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of execution of the Contract. In addition, each Party will assist the other Party in orderly termination of this Contract and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.
6. **Adjustments – Scope of Work:** No adjustments made to the scope of work will be authorized without prior written approval of the County assigned Deputy Purchasing Agent.

7. **Amendments – Changes/Extra Work:** The Contractor shall make no changes to this Contract without the County's written consent. 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 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.
8. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a. Afford the Contractor 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;
 - b. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
 - c. Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
9. **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 with the best interests 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.
10. **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.
11. **Contingent Fees:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this agreement upon an agreement 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.
12. **Contractor Bankruptcy/Insolvency:** If the Contractor 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 County may terminate this contract.
13. **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. 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. The County is not required to provide any additional information, reason or rationale in the event it elects to request the removal of Contractors Project Manager from providing services to the County under this Contract.

14. **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.
15. **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.

16. **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.
17. **Disputes – Contract:**
 - a. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract 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:
 - i. 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.

- ii. 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.
- b. 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 ninety (90) 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 ninety (90) 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.

18. **Entire Contract:** This contract and all of its attachments comprise the entire contract between the Contractor and the County. Additional or new terms contained in this contract which vary from the Contractor's proposal are deemed accepted by the Contractor by execution of this contract or other commencement of performance hereunder. 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. No future waiver of, exception to, addition to, or alteration of any of the terms, conditions and/or provisions of this contract shall be considered valid unless specifically agreed to in writing by both Parties.
19. **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.
20. **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 agreement without first obtaining review and written approval of said news releases from the County through the County's project manager.
21. **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.
22. **Precedence:** The Contract documents consist of this Contract and its attachments and exhibit. In the event of a conflict between or among 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 articles of this Contract, and then the attachments and exhibit.

23. **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.

24. **Reports/Meetings:** The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this Contract. The County's project manager and the Contractor's project manager will meet on reasonable notice to discuss the Contractor's performance and progress under this Contract. If requested, the Contractor's project manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this Contract.

25. **Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be administered only by the County unless otherwise agreed to by both Parties.

26. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.

27. **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.

28. **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

B. Redline Version to Attachment A

Telephone: Santa Ana, CA 92701
(714) 834-4014
Facsimile: (714) 834-5506
E-mail: candrade@ochca.com

(Signature Page Follows)

SIGNATURE PAGE

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

Pro Pharma Pharmaceutical Consultants, Inc., dba: Pro Pharma *

Print Name Title

Signature Date

Print Name Title

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

Print Name Title

Signature Date

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

Print Name Title

Signature Date

Approved by the County Board of Supervisors on: Date: _____

ATTACHMENT A

SCOPE OF WORK

The Contractor shall perform analysis and oversight of the Orange County Health Care Agency's contracted Pharmacy Benefits Manager (PBM), currently CVS/Caremark, for the Behavioral Health Services (BHS) and Medical Services Initiative (MSI) Programs.

I. DUTIES AND RESPONSIBILITIES

Contractor shall perform the following functions for both the BHS and MSI Programs:

- A. Assist the County with the oversight and management of services and billings provided through the agreement between Health Care Agency and its PBM. (Currently, CVS/Caremark, previously RxAmerica, L.L.C.);
- B. Perform invoice screening and assist with clinical management problem identification, including a monthly review of PBM drug pricing (brand and generic);
- C. Assist with communications with care providers for clinical management problem identification and profiling;
- D. Assist with the design of benefits, including but not limited to, prior authorizations, quantity limits, and plan exclusions, as applicable;
- E. Periodic review of the current program drug formularies and recommendations for changes, as appropriate and/or necessary;
- F. Using PBM data provide custom reports when requested by the County and, based on the review of these reports, make recommendations to the County;
- G. At the County's direction, work with the PBM, care providers, or community partners to implement any changes or recommendations; and
- H. Suggest and assist in the implementation of any new cost savings program that could reduce the price of medication distribution for the County (i.e. Patient Assistance Programs, 340B Network, etc.).

II. ADDITIONAL DUTIES AND RESPONSIBILITIES

A. MSI Program:

- 1. Act as a liaison between the PBM and MSI Program, as necessary, for day-to-day questions, concerns, or operational issues;
- 2. Provide assistance, when necessary, for additions, deletions, and updates of the medications on the MSI formulary;
- 3. As requested by County, personally attend meetings when deemed necessary; and
- 4. Periodic financial review of MSI Program expenditures, invoice analyses, and any discrepancies noted.

B. BHS Program:

1. Act as a liaison between the PBM and BHS Program, as necessary, for day-to-day questions, concerns, or operational issues;
2. Establish Clinical Practice Guidelines/Best Practices Development for the MRC;
3. As requested by County, personally attend meetings when deemed necessary; and
4. Periodic financial review of BHS Program expenditures, invoice analyses, and any discrepancies noted.

III. REPORTS

Contractor shall provide periodic reports as requested by the County. The County will determine the frequency of any requested reports. Please find below a listing of the expected reports. Reports are the same for both programs except as noted. Samples will be made available upon request.

A. BHS and MSI Program Reports:

1. **Invoice Rejection Analysis Reports** – Frequency of these reports should coincide with the billing cycle of the current PBM. Current frequency is monthly.

a.	Invalid Members - patient not in Member File
b.	Ineligible Members - patient not eligible on the date of service
c.	Mismatched Copays
d.	Mismatched Copays
e.	Non Formulary Transactions (no PA)
f.	Benefit Exclusions (no PA)
g.	Days supply exceeds benefit limits
h.	Number of refills per year exceeds benefit limits
i.	Claims with PlanIDs not found in clients benefits
j.	Quantity greater than benefit limits - Retail Cap/Tab
k.	Quantity greater than benefit limits - Retail Non Cap/Tab
l.	Generic Switch - paid brand when generic available
m.	Amount Paid Greater Than Formulary - Retail Cap/Tab (no PA)
n.	Invalid DMR Claims (Patient submitted paper claims)
o.	Number Rx per-patient-per-month more than benefit limits
p.	Dollar Amount per Rx more than benefit limits
q.	Quantity Dispensed Equals Zero or Fraction of a penny
r.	U&C Equals Zero or Fraction of a penny
s.	Non-Compound Drugs with Invalid Pricing Information
t.	Compound Drugs with Invalid or Termed NDC code
u.	Invalid doctor (DEA, NPI, etc.) Numbers. NON-controlled substances
v.	Invalid doctor (DEA, NPI, etc.) Numbers. Controlled Substances
w.	Invalid Claims Written Out of Network Physicians
x.	Compound Drugs without valid drug pricing data
y.	Invalid pharmacy (NABP, NCPDP, NPI) Numbers
z.	AWP Variance from Pricing Source
aa.	Invalid or null AWP in the claim
ab.	AWP Multiplier Validation
ac.	Dispensing Fee variance from contract guarantee
ad.	Dispensing Fee Equals Zero, Non-Mail - varies from contract
ae.	Refills earlier than allowed in Benefit limits
af.	Step Therapy Non-Compliance

ag.	COB Report
ah.	Claim AWP and IC Validation
ai.	Specialty Drug Pricing variance from contract discounts
aj.	Total Amount Paid + Copay Greater then U&C
ak.	Rounding Issue
al.	DMR Claims Pricing Variance
am.	Generic Pricing variance - price paid above MAC
an.	Retail Caps & Tabs
ao.	Retail: Non-Caps, Non-Tabs, Non-Insulins
ap.	Mail Caps & Tabs (BHS Program Only)
aq.	Mail: Non-Caps, Non-Tabs, Non-Insulins (BHS Program Only)
ar.	Retail Injectables
as.	Retail Injectables (Insulins, Glucagon, Epipen)
at.	Mail Injectables (BHS Program Only)
au.	Mail Injectables (Insulins, Glucagon, Epipen) (BHS Program Only)
av.	Retail Caps & Tabs
aw.	Retail: Non-Caps, Non-Tabs, Non-Insulins
ax.	Mail Caps & Tabs (BHS Program Only)
ay.	Mail: Non-Caps, Non-Tabs, Non-Insulins (BHS Program Only)
az.	Retail Injectables
ba.	Retail Injectables (Insulins, Glucagon, Epipen)
bb.	Mail Injectables (BHS Program Only)
bc.	Mail Injectables (Insulins, Glucagon, Epipen) (BHS Program Only)
bd.	Generic Pricing Discrepancies - FUL
be.	Generic Pricing Discrepancies - Medicaid MAC (client damaged)
bf.	Generic Retail Cap/Tab
bg.	Generic Mail Cap/Tab (BHS Program Only)
bh.	Generic Retail Injectables
bi.	Generic Retail Injectables (Insulins, Glucagon, Epipen)
bj.	Generic Mail Injectables (BHS Program Only)
bk.	Generic Mail Injectables (Insulins, Glucagon, Epipen) (BHS Program Only)
bl.	Brand Retail Cap/Tab
bm.	Brand Mail Cap/Tab (BHS Program Only)
bn.	Brand Retail Injectables
bo.	Brand Retail Injectables (Insulins, Glucagon, Epipen)
bp.	Brand Mail Injectables (BHS Program Only)
bq.	Brand Mail Injectables (Insulins, Glucagon, Epipen) (BHS Program Only)
br.	Discount Generic Opportunity Savings

2. Clinical Screens – Monthly

a.	Dosage Variance - claims where the dosage exceeds the usually prescribed amount
b.	Dosage - APAP
c.	Duration Variance - claims where the duration exceeds the usually expected days' supply
d.	Multiple Prescribers/Coordination of Care Issue (> 5 MD per Patient)
e.	Multiple Prescribers/Coordination of Care Issue (> 4 MD per Patient) - Controlled Substances
f.	Patients using multiple pharmacies (> 3 Pharmacies per Patient) - All drugs
g.	Patients using multiple pharmacies (> 3 Pharmacies per Patient) - Controlled Substances
h.	Drug Interactions - patients receiving high severity drug combinations

i.	Gender Exclusions - patients receiving drugs that are inappropriate for their gender
j.	Age Exclusions - patients receiving drugs that are not approved for their age group
k.	Pregnancy Contraindication - patients receiving drugs that are contraindicated during pregnancy
l.	Dosage Optimization - opportunities where prescribing higher strength saves on drug spend
m.	Tablet Splitting - opportunities where higher strength tablet can be split to save on drug spend
n.	Patients with 7+ Rx Count - Under 65 Years of Age
o.	Patients with 7+ Rx Count - 65 Years of Age and Older (BHS Program Only)
p.	Patients with Highest Mail Rx Count
q.	Top High Quantity Rx Caps/Tabs
r.	Top High Quantity Rx NON-Caps/Tabs
s.	Top High Ingredient Cost - All drugs @ Retail
t.	Top High Days' Supply - All drugs

3. Management Screens – Monthly

a.	Top 10's (Prescribers, Pharmacies, Patients)
b.	Top 10 Brand/Generic (Top drug utilization by cost and number of claims)
c.	High Utilization Patients >= 5 Rx in a Month average
d.	High Utilization Patients >= 5 Pharmacies in a Month average
e.	High Utilization Patients >= 5 Physicians in a Month average
f.	Prior Authorization by Pharmacy - Top Pharmacies with the highest number of PAs
g.	Prior Authorization by Pharmacy - Top Pharmacies with the highest number of PAs
h.	Prior Authorization by Physician - Top Physicians with the highest number of PAs
i.	Prior Authorization by Drug - Top drugs with the highest number of PAs
j.	Top pharmacies accounting for highest brand cost variance in the invoice screens
k.	Top pharmacies accounting for highest generic cost variance in the invoice screens
l.	Least expensive pharmacies dispensing brand and generic drugs
m.	Top pharmacies paid for drugs that cost above the federal upper limit (FUL)
n.	Lag Claims Analysis

4. Patient Specific Queries – Quarterly

a.	Coordination of Care - Controlled Substances
b.	Toxic Drug Combinations
c.	Pharmacy Shopping - Non-Controlled Drugs
d.	Pharmacy Shopping - Controlled Substances
e.	Excessive Rx Utilization - Non Controlled Drugs
f.	Chronic Use - Short Acting Opioids
g.	Simple Dosage (Top 500 drugs frequently prescribed at higher than expected doses)

h.	Compound Dosage - Salicylates
i.	Compound Dosage - Acetaminophen
j.	Compound Dosage Propoxyphene
k.	Patients on 2 or more Antipsychotics Concurrently
l.	Patients on 2 or More Benzodiazepines Concurrently
m.	Polypharmacy - ACE and ARB
m.	Polypharmacy - Long Acting Opioids
o.	Therapeutic Compliance
p.	Drug Switch Patient Profiles
q.	Rx Count Above Benefit Limit
r.	Simple Duration - (Drugs in therapeutic categories frequently prescribed for longer than durations)
s.	Simple Duration - LABAs
t.	Simple Duration - NSAIDs
u.	Simple Duration - Narcotics
v.	Coordination of Care - Non-Controlled Drugs
w.	Adverse Drug Interactions
x.	Non Standard Dosage (Client Specified)

5. Additional Reports

a.	Case Callouts – Quarterly
b.	Report Card Monitoring (RCM) – Quarterly
c.	Financials – Quarterly
d.	MAC Analysis – Quarterly
e.	Pharmacy Reimbursement Report – As needed
f.	Chain Discount Analysis – As needed
g.	Custom Reporting – As needed

IV. CONTRACTOR'S PERFORMANCE SCHEDULE

A. General Services

1. Formulary (BHS/MSI) development, maintenance, and support;
2. Support for plan administrators for: discussion of benefit, program changes, health care/pharmacy industry environmental concerns, etc.;
3. Support for Medical Directors (BHS/MSI) for: formulary, pricing, denials, and ad hoc questions; and
4. Review (pricing and utilization) of Specialty Injectables paid under the medical benefit.

B. Daily (as needed):

1. Support for MSI prior authorizations for pharmacy benefit and/or for medical testing, drug related procedures and specialty injectable administration;
2. Support for formulary (BHS/MSI) questions, changes, pharmacy and provider issues;
3. Support plan administrator for specific analyses of patient medication profiling and physician requests for information;
4. Support medical directors, nurses and plan administrators with PBM oversight, management, formulary maintenance, and questions; and

5. Analyses of integrated pharmacy and medical data for MSI analysts to support their projects and analyses.

C. Weekly:

1. Weekly and Ad Hoc telephone calls with MSI Medical Director to discuss Prior Authorization issues, Formulary and Provider questions; and
2. Regular and ongoing analyses of drug utilization issues, culling the pharmacy and medical encounter data (MSI only) data for ad hoc issues impacting quality, utilization and cost (BHS/MSI).

D. Monthly:

1. Invoice Screens™ – financial analysis of invoices pre-payment
 - a. Sent to BHS/MSI monthly with summary bullets of areas of concern;
 - b. Perform year-over-year BHS/MSI financials for trending financial performance of the program and elucidation of cost and utilization drivers;
 - c. Analyze “roll-ups” of pharmacies, drugs with large variance from screening standards (these are used to identify the source of the variance and develop action plans for corrective actions); and
 - d. Monthly call(s) with the plan administrator to discuss findings and form action plans;
2. Management/Clinical edits – clinical oversight of quality, utilization and cost edits, and the efficiency of current PBM edits and Monthly call with Medical Director(s) to discuss clinical performance, drivers, and action plans for interventions
3. Provider profiling (*RCM.xls*) – financial, utilization, and cost parameters by physician for oversight of individual doctor prescribing
4. Peer-to-peer and individual doctor prescribing (*RCM color*) – comparison of individual doctor performance as compared to peer group
5. Patient Specific Queries™ (PSQs) – patient specific oversight of clinical performance as using multiple measures (e.g. dosing, polypharmacy, coordination of care, opiate use when appropriate, compliance/adherence, etc.)
 - a. Case Callouts generated to focus provider interventions on compelling clinical issues
 - b. Summaries of physicians, patients, drugs, and therapeutic categories with the highest rates of edit rejections – used for targeting providers for further interventions
 - c. MSI: PSQ reports sent to individual providers; tracked each month by issue, patient, and doctor
 - d. MSI: Physicians requiring multiple notifications are targeted for direct intervention (i.e. telephone calls with Medical Director and Pharmacy Consultant)
6. PSQs in Excel format to allow Medical Directors of BHS to filter on desired characteristics for oversight of provider prescribing and analysis of outliers
7. Case Call Outs which highlight specific patients which exhibit multiple egregious issues

8. Analysis of MSI medical encounter claims data for compliance with national guidelines for diabetes and six (6) other high utilization co-morbidities
 - a. Reports sent to applicable providers for review with patient
 - b. Telephone calls with high utilization providers or physicians with large variance in quality screening from national standards
9. Monthly MSI Medical Review Committee (MRC) meetings – Pro Pharma’s Pharmacy Director presents educational information for discussion, highly aberrant patient issues identified in the PSQs, prior authorization and other drug related issues;
10. Bimonthly MSI Quality Assurance (QA) meetings – Pro Pharma’s Pharmacy Director presents relevant formulary updates, analyses of quality problems and examples of corrective action plans, answering clinical and procedural questions from panel providers;
11. Perform multiple analyses (BHS/MSI) for elucidation of current performance and action planning – analyses include:
 - a. Pharmacy independent and chain pricing (i.e., AWP discounts)
 - b. Maximum Allowable Cost (MAC) analyses for benefit and contract compliance
 - c. Individual pharmacy reimbursement analyses to identify contract payment compliance based on pharmacy complaints or plan administrator concerns
12. Compile, post, and update all relevant Client Reports on Client Secured and Protected Web Portals for trending, ad hoc analyses, BHS/MSI review of prior report results, oversight of interventions and the results of interventions
 - a. Web portal organizes all reports for rapid reference by BHS/MSI
 - b. Web portal contains all reference documents (e.g. contracts, formularies, pharmacy and physician provider networks, MAC lists, invoices) for immediate review and comparison

E. Quarterly & As Needed:

1. Review and updating of MSI formulary in conjunction with MSI Medical Director and Nurses, quarterly
2. Retrospective Audits of PBM pharmacy claims for compliance with the contract, benefits, and required business logic for claim adjudication (Additional fees required)

V. SEPARATION OF PROGRAMS

Contractor acknowledges that the MSI and BHS Programs are unique programs of the Orange County Health Care Agency. Contractor agrees to work solely with the MSI Project Manager or designee regarding services provided to the MSI Program and to work solely with the BHS Project Manager or designee regarding services provided to the BHS Program.

ATTACHMENT B

COMPENSATION / PAYMENT

I. COMPENSATION

This is a fixed-fee price Contract not to exceed two hundred and two thousand dollars (\$202,000) for the period of July 1, 2011 through and including June 30, 2012 between the County and the Contractor for **Pharmacy Benefits Manager Quality Assurance Services** as provided in Attachment A, Scope of Work. The fixed fee for the period of July 1, 2012 through and including June 30, 2013 shall not exceed two hundred thirty-six thousand two hundred dollars (\$236,200) with a contingency amount not to exceed \$18,500. The fixed fee for the period of July 1, 2013 through and including June 30, 2014 shall not exceed one hundred ninety-two thousand two hundred dollars (\$192,200). The fixed fee for the period of July 1, 2014 through and including June 30, 2015 shall not exceed one hundred ninety-two thousand two hundred dollars (\$192,200).

	Program	Not to Exceed
Year 1:	MSI	\$116,000
	BHS	<u>86,000</u>
	Total	\$202,000
Year 2:	MSI	\$129,000
	BHS	<u>\$107,200</u>
	Total	\$236,200 + \$18,500 contingency
Year 3:	MSI	\$ 85,000
	BHS	<u>107,000</u>
	Total	\$192,200
Year 4:	MSI	\$ 85,000
	BHS	<u>107,000</u>
	Total	\$192,200

The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The County shall have no obligation to pay any sum in excess of total Contract amount specified unless authorized by an amendment in accordance with Paragraphs C and R of the County's General Terms and Conditions.

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

Invoices for the fixed cost of the services shall be submitted to the address specified below upon the completion of the engagement and approval of the County Project Manager or designee. Contractor shall reference Contract number on invoice. Payment will be net thirty (30) days after receipt of an invoice in a format acceptable to the County and verified and approved by the program manager or designee and subject to routine processing requirements of the County. The responsibility for providing an acceptable invoice rests with the Contractor.

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.

Payments 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.

INVOICE(S) AND ALL SUPPORTING DOCUMENTATION SHALL BE SENT TO:

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

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-042-1301151714011171**
- e. Date of service
- f. Description of service (in accordance with Attachment C)
- 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.

ATTACHMENT C**COST SUMMARY/PRICING**

Effective 7/1/12

Line	Description	Rate
1	MSI Fixed monthly Fee: All inclusive fee for all items included in the Scope of Work. This includes EMAILING of Patient-Specific Queries™ (PSQs) BUT not printing, handling, and mailing.	\$5,500/month
2	BHS Fixed monthly Fee: All inclusive fee for all items included in the Scope of Work including emailing of PQSs™.	\$5,500/month
3	MSI and BHS - Additional Work Requested: <ul style="list-style-type: none"> ➤ Any additional consulting and auditing and/or reconciliation work as requested in writing and approved by MSI and/or BHS. MSI: <ul style="list-style-type: none"> ➤ Medical Director requested conference calls with Top MD Prescribers 	\$200/hour
4	MSI – Posting/Handling Charges: PSQs™ and Alerts - printing, handling, and postage (via USPS) for mailing to physicians. Typical Monthly fees are between \$300-\$650/month. The volume is driven by the current utilization and quality clinical cost issues, and varies each month depending on the physicians and/or patients who “fall out” of particular clinical queries.	NTE \$650/month
5	MSI and BHS requested site visits: Any “face-to-face” meetings requested by either MSI or BHS, on-site in Orange County, CA which could not be managed via web/telephone conferencing. Invoiced at \$3,500/day or in ½ day increments, in addition to the federally approved mileage reimbursement rate, portal to portal (Current IRS standard rate for 2011 is \$0.54/mile Mileage rate shall be reimbursed at the IRS standard rate for the year).	\$3,500/day or in ½ day increments plus current mileage rate
6	Contractor reimbursable expenses: Telephone and fax expenses approved by MSI or BHS program.	At cost
7	Services provided to MSI and/or BHS by Contractor at no additional charges to County: <ul style="list-style-type: none"> ➤ Client Portal Secured Web Access Includes monthly maintenance and storage fees ➤ Provider telephone calls Up to one (1) hour total in a given month, in conjunction with the MSI Medical Director, to discuss PSQs™ and RCMs™ (which are utilized as a basis for discussions with panel providers). ➤ Invoice Screening™ ➤ Patient Specific Queries™ (PSQs) ➤ Patient Callouts™ ➤ Monthly conference calls With BHS and MSI Medical/Assistant Directors and Finance Managers ➤ Monthly MSI MRC conference calls ➤ Quarterly MSI QA meeting conference calls 	No Charge
8	MSI – One time PBM Set-up Charge	\$3,000
9.	BHS – One time Patient Assistance Program Management (PAPM) Charge	\$3,000
10.	BHS – PBM Evaluation Fee	Not to exceed \$9,400

B. Redline Version to Attachment A

11.	MSI and BHS – Client Portal Secured Web Access INcl. monthly maintenance & storage fees	Note to exceed \$100/month
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ATTACHMENT D

BUSINESS ASSOCIATE CONTRACT

A. GENERAL PROVISIONS AND RECITALS

1. The Parties agree that the terms used, but not otherwise defined below in Paragraph B, shall have the same meaning given to such terms under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and their implementing regulations at 45 CFR Parts 160 and 164 (“the HIPAA regulations”) as they may exist now or be hereafter amended.

2. The Parties agree that a business associate relationship under HIPAA, the HITECH Act, and the HIPAA regulations between the Contractor and County arises to the extent that Contractor performs, or delegates to subcontractors to perform, functions or activities on behalf of County pursuant to, and as set forth in, the Contract MA-042-~~13011517~~14011171 that are described in the definition of “Business Associate” in 45 CFR § 160.103.

3. The County wishes to disclose to Contractor certain information pursuant to the terms of the Contract MA-042-~~13011517~~14011171, some of which may constitute Protected Health Information (“PHI”), as defined below in Subparagraph B.10, to be used or disclosed in the course of providing services and activities pursuant to, and as set forth, in the Contract MA-042-~~13011517~~14011171.

4. The Parties intend to protect the privacy and provide for the security of PHI that may be created, received, maintained, transmitted, used, or disclosed pursuant to the Contract MA-042-~~13011517~~14011171 in compliance with the applicable standards, implementation specifications, and requirements of HIPAA, the HITECH Act, and the HIPAA regulations as they may exist now or be hereafter amended.

5. The Parties understand and acknowledge that HIPAA, the HITECH Act, and the HIPAA regulations do not pre-empt any state statutes, rules, or regulations that are not otherwise pre-empted by other Federal law(s) and impose more stringent requirements with respect to privacy of PHI.

6. The Parties understand that the HIPAA Privacy and Security rules, as defined below in Subparagraphs B.9 and B.14, apply to the Contractor in the same manner as they apply to a covered entity (County). Contractor agrees therefore to be in compliance at all times with the terms of this Business Associate Contract and the applicable standards, implementation specifications, and requirements of the Privacy and the Security rules, as they may exist now or be hereafter amended, with respect to PHI and electronic PHI created, received, maintained, transmitted, used, or disclosed pursuant to the Contract MA-042-~~13011517~~14011171.

B. DEFINITIONS

1. “Administrative Safeguards” are administrative actions, and policies and procedures, to

manage the selection, development, implementation, and maintenance of security measures to protect electronic PHI and to manage the conduct of Contractor's workforce in relation to the protection of that information.

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

a. Breach excludes:

i. Any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of Contractor or County, 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.

ii. Any inadvertent disclosure by a person who is authorized to access PHI at Contractor to another person authorized to access PHI at the Contractor, or organized health care arrangement in which County participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under the HIPAA Privacy Rule.

iii. A disclosure of PHI where Contractor or County 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.

b. Except as provided in paragraph (a) of this definition, an acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule is presumed to be a breach unless Contractor demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following factors:

i. The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;

ii. The unauthorized person who used the PHI or to whom the disclosure was made;

iii. Whether the PHI was actually acquired or viewed; and

iv. The extent to which the risk to the PHI has been mitigated.

3. "Data Aggregation" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.501.

4. "Designated Record Set" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.501.

5. "Disclosure" shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

6. "Health Care Operations" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.501.

7. "Individual" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

8. "Physical Safeguards" are physical measures, policies, and procedures to protect Contractor's electronic information systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion.

9. "The HIPAA 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.

10. "Protected Health Information" or "PHI" shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

11. "Required by Law" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.103.

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

13. "Security Incident" means attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. "Security incident" 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.

14. "The HIPAA Security Rule" shall mean the Security Standards for the Protection of electronic PHI at 45 CFR Part 160, Part 162, and Part 164, Subparts A and C.

15. "Subcontractor" shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

16. "Technical safeguards" means the technology and the policy and procedures for its use that protect electronic PHI and control access to it.

17. "Unsecured PHI" or "PHI that is unsecured" means PHI 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.

18. "Use" shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE:

1. Contractor agrees not to use or further disclose PHI County discloses to Contractor other than as permitted or required by this Business Associate Contract or as required by law.

2. Contractor agrees to use appropriate safeguards, as provided for in this Business Associate Contract and the Contract MA-042-~~13011517~~14011171, to prevent use or disclosure of PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County other than as provided for by this Business Associate Contract.

3. Contractor agrees to comply with the HIPAA Security Rule at Subpart C of 45 CFR Part 164 with respect to electronic PHI County discloses to Contractor or Contractor creates, receives,

maintains, or transmits on behalf of County.

4. 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 Business Associate Contract.

5. Contractor agrees to report to County immediately any Use or Disclosure of PHI not provided for by this Business Associate Contract of which Contractor becomes aware. Contractor must report Breaches of Unsecured PHI in accordance with Paragraph E below and as required by 45 CFR § 164.410.

6. Contractor agrees to ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of Contractor agree to the same restrictions and conditions that apply through this Business Associate Contract to Contractor with respect to such information.

7. 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 § 164.524.

8. Contractor agrees to make any amendment(s) to PHI in a Designated Record Set that County directs or agrees to pursuant to 45 CFR § 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.

9. Contractor agrees to make internal practices, books, and records, including policies and procedures, 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 HIPAA Privacy Rule.

10. Contractor agrees to document any Disclosures of PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County, 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 § 164.528.

11. 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 the Contract MA-042-13011517, 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 § 164.528.

12. Contractor agrees that to the extent Contractor carries out County's obligation under the HIPAA Privacy and/or Security rules Contractor will comply with the requirements of 45 CFR Part 164 that apply to County in the performance of such obligation.

13. 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 Subparagraph B.2.a above.

D. SECURITY RULE

1. Contractor shall comply with the requirements of 45 CFR § 164.306 and establish and maintain appropriate Administrative, Physical and Technical Safeguards in accordance with 45 CFR § 164.308, § 164.310, § 164.312, and § 164.316 with respect to electronic PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County. Contractor shall follow generally accepted system security principles and the requirements of the HIPAA Security Rule pertaining to the security of electronic PHI.

2. Contractor shall ensure that any subcontractors that create, receive, maintain, or transmit electronic PHI on behalf of Contractor agree through a contract with Contractor to the same restrictions and requirements contained in this Paragraph D of this Business Associate Contract.

3. Contractor shall report to County immediately any Security Incident of which it becomes aware. Contractor shall report Breaches of Unsecured PHI in accordance with Paragraph E below and as required by 45 CFR § 164.410.

E. BREACH DISCOVERY AND NOTIFICATION

1. Following the discovery of a Breach of Unsecured PHI , 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.

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

b. 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 Contractor, as determined by federal common law of agency.

2. Contractor shall provide the notification of the Breach immediately to the County Privacy Officer at

<p>Thea Bullock, County Privacy Officer 405 W. 5th Street Santa Ana, CA 92701 (714) 834-3154 tbullock@ochca.com privacyofficer@ocgov.com</p>	<p>Or Linda Le, Deputy County Privacy Officer 405 W. 5th Street Santa Ana, CA 92701 (714) 834-4082 lile@ochca.com HIPAA@ochca.com</p>
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a. Contractor's notification may be oral, but shall be followed by written notification within

24 hours of the oral notification.

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

a. The identification of each Individual whose Unsecured PHI 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 under 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 PHI 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.

4. 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.

5. In the event that Contractor is responsible for a Breach of Unsecured PHI in violation of the HIPAA Privacy Rule, Contractor shall have the burden of demonstrating that Contractor made all notifications to County consistent with this Paragraph E and as required by the Breach notification regulations, or, in the alternative, that the acquisition, access, use, or disclosure of PHI did not constitute a Breach.

6. Contractor shall maintain documentation of all required notifications of a Breach or its risk assessment under 45 CFR § 164.402 to demonstrate that a Breach did not occur.

7. Contractor shall provide to County all specific and pertinent information about the Breach, including the information listed in Section E.3.b.(1)-(5) above, if not yet provided, to permit County to meet its notification obligations under Subpart D of 45 CFR Part 164 as soon as practicable, but in no event later than fifteen (15) calendar days after Contractor's initial report of the Breach to County pursuant to Subparagraph E.2 above.

8. Contractor shall continue to provide all additional pertinent information about the Breach to County as it may become available, in reporting increments of five (5) business 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.

9. 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. Contractor may use or further disclose PHI County discloses to Contractor as necessary to perform functions, activities, or services for, or on behalf of, County as specified in the Contract MA-042-13011517-14011171, provided that such use or Disclosure would not violate the HIPAA Privacy Rule if done by COUNTY except for the specific Uses and Disclosures set forth below.

a. Contractor may use PHI County discloses to Contractor, if necessary, for the proper management and administration of Contractor.

b. Contractor may disclose PHI County discloses to Contractor for the proper management and administration of Contractor or to carry out the legal responsibilities of Contractor, if:

i. The Disclosure is required by law; or

ii. 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 and the person immediately notifies Contractor of any instance of which it is aware in which the confidentiality of the information has been breached.

c. Contractor may use or further disclose PHI County discloses to Contractor to provide Data Aggregation services relating to the Health Care Operations of Contractor.

2. Contractor may use PHI County discloses to Contractor, if necessary, to carry out legal responsibilities of Contractor.

3. Contractor may use and disclose PHI County discloses to Contractor consistent with the minimum necessary policies and procedures of County.

4. Contractor may use or disclose PHI County discloses to Contractor as required by law.

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 § 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, the permission by an Individual to use or disclose his or her 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 § 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 HIPAA Privacy Rule if done by County.

H. BUSINESS ASSOCIATE TERMINATION

1. Upon County's knowledge of a material breach or violation by Contractor of the requirements of this Business Associate Contract, County shall:

a. Provide an opportunity for Contractor to cure the material breach or end the violation within thirty (30) business days; or

b. Immediately terminate the Contract MA-042-~~13011517~~14011171, if Contractor is unwilling or unable to cure the material breach or end the violation within (30) days, provided termination of the Contract MA-042-~~13011517~~14011171 is feasible.

2. Upon termination of the Contract MA-042-~~13011517~~14011171, Contractor shall either destroy or return to County all PHI Contractor received from County or Contractor created, maintained, or received on behalf of County in conformity with the HIPAA Privacy Rule.

a. This provision shall apply to all 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 not feasible, 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 Business Associate Contract to such PHI and limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible, for as long as Contractor maintains such PHI.

3. The obligations of this Business Associate Contract shall survive the termination of the Contract MA-042-~~13011517~~14011171.

EXHIBIT A

**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 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 Pro Pharma Pharmaceutical Consultants, Inc., dba: Pro Pharma 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-042-1301151714011171 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
Pro Pharma Pharmaceutical Consultants, Inc., dba: Pro Pharma	
Company Name	
MA-042-1301151714011171	
Contract Number	

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

Signature*	Name (Please Print)
Title	Date
Pro Pharma Pharmaceutical Consultants, Inc., dba: Pro Pharma	
Company Name	
MA-042-1301151714011171	
Contract Number	