



County of Santa Barbara

BOARD OF SUPERVISORS

Minute Order

June 7, 2016

Present: 5 - Supervisor Carbajal, Supervisor Wolf, Supervisor Farr, Supervisor Adam, and Supervisor Lavagnino

BEHAVIORAL WELLNESS

File Reference No. 16-00438

RE: Consider recommendations regarding Behavioral Wellness Fiscal Year (FY) 2015-2018 Pharmacy Contract, as follows:

a) Approve and authorize the Chair to execute an Agreement for Services of Independent Contractor with Hometown LTC Pharmacy (Hometown) (a local vendor), to provide pharmaceuticals for the Department of Behavioral Wellness' Crisis Stabilization Unit, Outpatient Waiver Program Mid and North County and the Psychiatric Health Facility (PHF) for a total multiyear contract maximum amount not to exceed \$550,000.00 beginning June 15, 2016 through June 30, 2018; and

b) Determine that these activities are exempt from California Environmental Quality Act (CEQA) review per CEQA Guidelines Section 15378(b)(5) since the recommended actions are government administrative activities which do not involve commitment to any specific project which may result in potentially significant physical impact on the environment.

A motion was made by Supervisor Wolf, seconded by Supervisor Farr, that this matter be Acted on as follows:

a) Approved; Chair to execute; and

b) Approved.

The motion carried by the following vote:

Ayes: 3 - Supervisor Carbajal, Supervisor Wolf, and Supervisor Farr

Noes: 2 - Supervisor Adam, and Supervisor Lavagnino



BOARD OF SUPERVISORS
AGENDA LETTER

Agenda Number:

Clerk of the Board of Supervisors
105 E. Anapamu Street, Suite 407
Santa Barbara, CA 93101
(805) 568-2240

2016 MAY 27 AM 11:32

COUNTY OF SANTA BARBARA
CLERK OF THE
BOARD OF SUPERVISORS

Department Name: Behavioral Wellness
Department No.: 043
For Agenda Of: June 7, 2016
Placement: Administrative
Estimated Time: N/A
Continued Item: No
If Yes, date from:
Vote Required: Majority

TO: Board of Supervisors

FROM: Department Alice Gleghorn, PhD, Director
Director(s) Department of Behavioral Wellness, 681-5220
Contact Info: Dr. Ole Behrendtsen, Medical Director, 681-5220

SUBJECT: Behavioral Wellness FY 15-18 Pharmacy Contract

County Counsel Concurrence

As to form: Yes

Other Concurrence: Risk Management

As to form: Yes

Auditor-Controller Concurrence

As to form: Yes

Recommended Actions:

That the Board of Supervisors:

- A) Approve, and authorize the Chair to execute an Agreement for Services of Independent Contractor with **Hometown LTC Pharmacy** (Hometown) (a local vendor), to provide pharmaceuticals for the Department of Behavioral Wellness' Crisis Stabilization Unit, Outpatient Waiver Program Mid and North County and the Psychiatric Health Facility (PHF) for a total multiyear contract maximum amount not to exceed \$550,000 beginning June 15, 2016 through June 30, 2018.
- B) Determine that these activities are exempt from California Environmental Quality Act review per CEQA Guidelines Section 15378(b)(5) since the recommended actions are government administrative activities which do not involve commitment to any specific project which may result in potentially significant physical impact on the environment.

Summary Text:

The Department of Behavioral Wellness is bringing this contract to the Board of Supervisor (BOS) for approval to provide outpatient and inpatient medications services for County clients in accordance with the competitive bidding process for pharmacy services conducted on January 27, 2016.

Approval of the recommended actions will allow Behavioral Wellness to ensure continuation of lowest cost outpatient care to our clients and allow Behavioral Wellness to comply with the Pharmacy Request for Proposal awarding process.

Background:

Since 1998, the Department of Behavioral Wellness has utilized a variety of local and non-local Pharmacy vendors to provide pharmaceutical for the Psychiatrist Hospital Facility and the Outpatient Waiver program to dispense medication for psychiatric stabilization and treatment of clients, who do not qualify for Medi-Cal, have no insurance or other means of payment for medication, or for prescriptions that are not covered by other payor sources, to ensure clients have access to necessary care. The opening of the new 24/7 Crisis Stabilization Unit has resulted in the need for additional pharmacy services.

The Pharmacy Request for Proposal (RFP) process, concluded in January 2016, allowed the Department, to conduct a search for a Pharmacy vendor who could provide a more comprehensive, cohesive and efficient delivery of for all of the Department's pharmacy needs. The RFP concluded with Hometown Pharmacy being awarded the multiyear contract for two years, to provide outpatient medication for the Crisis Stabilization Unit, the Outpatient Pharmacy Waiver Program for the mid and north county areas, the and inpatient and discharge medications for PHF patients.

Hometown immediately began providing pharmacy services for the PHF, through the purchase order process in March to meet the PHF's pharmacy needs with no interruption to services; the former vendor, Omnicare's contract ended March 30. In addition to pharmacy services, Hometown will provide pharmaceutical consulting, emergency drug services, disposal of medications, medications for the waiver program for outpatient clients without a third party payor and retroactive reimbursement, and medications for the CSU including aftercare medications for their clients. Hometown will deliver pharmacy supplies, services, and medications at the lowest possible rates, the Average Wholesale Prices.

In addition, Hometown also has the capability to provide an automated medication dispensing unit for PHF. An automated dispensing unit would add a more secure, accurate, and efficient medication management process that can provide improved patient safety, compliance, inventory control and reduced costs. Behavioral Wellness may be returning to the BOS to amend the contract to add this additional service once the Department has made the needed adaptations that would allow for the operation of an automated dispensing unit.

Fiscal and Facilities Impacts:

Budgeted: Yes

Fiscal Analysis:

	<u>Current FY 15-16</u>		<u>Current FY 16-17</u>		<u>Current FY 17-18</u>	
<u>Funding Sources</u>	<u>Cost:</u>		<u>Cost:</u>		<u>Cost:</u>	
General Fund	\$	-	\$	-	\$	-
State	\$	3,000.00	\$	134,500.00	\$	137,500.00
Federal	\$	3,000.00	\$	134,500.00	\$	137,500.00
Fees	\$	-	\$	-	\$	-
Other:						
Total	\$	6,000.00	\$	269,000.00	\$	275,000.00

Narrative: The funding sources are included in the FY 2015-2016 Budget and in the FY 16-17 proposed budget.

Key Contract Risks:

There is a risk that the services provided by the above vendors fall short of Federal and State standards, resulting in audit findings at the PHF. To address this risk, the contract includes provisions requiring the vendor to maintain compliance with Federal and State standards. In addition, the termination provision of the contract allows the County to terminate the contract for cause.

Special Instructions:

Please return one (1) Minute Order and one (1) a copy of the signature page of the contract to:
admhscontractsstaff@co.santa-barbara.ca.us.

Attachments:

Attachment A: Hometown FY 15-18 BC

Attachment B: Pharmacy Request for Proposal Notice of Award

Authored by:

DMorales

cc:

ATTACHMENT A

HOMETOWN 15-18 BC

AGREEMENT

FOR SERVICES OF INDEPENDENT CONTRACTOR

BC _____

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter County) and **Hometown LTC Pharmacy, Inc.** (a local vendor) with an address at 1450 W. McCoy Lane, Suite B, Santa Maria, California, (hereafter Contractor), wherein Contractor agrees to provide and County agrees to accept the services specified herein.

WHEREAS, Contractor represents that it is specially trained, skilled, experienced, and competent to perform the special services required by County and County desires to continue to retain the services of Contractor pursuant to the terms, covenants, and conditions herein set forth;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. DESIGNATED REPRESENTATIVE

Director at phone number 805-681-5220 is the representative of County and will administer this Agreement for and on behalf of County. Joseph E. Abraham, President at the telephone number 805-928-2200 is the authorized representative for Contractor. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To County: Director
Santa Barbara County
Department of Behavioral Wellness
300 N. San Antonio Road
Santa Barbara, CA 93110
FAX: 805-681-5262

To Contractor: Joseph E. Abraham, President
Hometown LTC Pharmacy, Inc.
1450 W. McCoy Lane, Suite B
Santa Maria, CA 93455
FAX: 805-928-6200

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

AGREEMENT

3. SCOPE OF SERVICES

Contractor agrees to provide services to County in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. TERM

Contractor shall commence performance on June 15, 2016 and end performance upon completion, but no later than June 30, 2018 unless otherwise directed by County or unless earlier terminated.

5. COMPENSATION OF CONTRACTOR

In full consideration for Contractor's services, Contractor shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference.

6. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that Contractor (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent Contractor as to County and not as an officer, agent, servant, employee, joint venturer, partner, or associate of County. Furthermore, County shall have no right to control, supervise, or direct the manner or method by which Contractor shall perform its work and function. However, County shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions hereof. Contractor understands and acknowledges that it shall not be entitled to any of the benefits of a County employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, Contractor shall be solely responsible and save County harmless from all matters relating to payment of Contractor's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, Contractor may be providing services to others unrelated to the County or to this Agreement.

7. STANDARD OF PERFORMANCE

Contractor represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, Contractor shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which Contractor is engaged. All products of whatsoever nature, which Contractor delivers to County pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in Contractor's profession. Contractor shall correct or revise any errors or omissions, at County's request without additional compensation. Permits and/or licenses shall be obtained and maintained by Contractor without additional compensation.

8. DEBARMENT AND SUSPENSION

Contractor certifies to County that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. Contractor certifies that it shall not contract with a subcontractor that is so debarred or suspended.

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9. TAXES

Contractor shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. County shall not be responsible for paying any taxes on Contractor's behalf, and should County be required to do so by state, federal, or local taxing agencies, Contractor agrees to promptly reimburse County for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

10. CONFLICT OF INTEREST

Contractor covenants that Contractor presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by Contractor. Contractor must promptly disclose to the County, in writing, any potential conflict of interest. County retains the right to waive a conflict of interest disclosed by Contractor if County determines it to be immaterial, and such waiver is only effective if provided by County to Contractor in writing.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

County shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. Contractor shall not release any of such items to other parties except after prior written approval of County. Contractor shall be the legal owner and Custodian of Records for all County client files generated pursuant to this Agreement, and shall comply with all Federal and State confidentiality laws, including Welfare and Institutions Code (WIC) §5328; 42 United States Code (U.S.C.) §290dd-2; and 45 CFR, Parts 160 – 164 setting forth the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Contractor shall inform all of its officers, employees, and agents of the confidentiality provision of said laws. Contractor further agrees to provide County with copies of all County client file documents resulting from this Agreement without requiring any further written release of information. Within HIPAA guidelines, County shall have the unrestricted authority to publish, disclose, distribute, and/or otherwise use in whole or in part, any reports, data, documents or other materials prepared under this Agreement.

Unless otherwise specified in Exhibit A, Contractor hereby assigns to County all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by Contractor pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). County shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. Contractor agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. Contractor warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. Contractor at its own expense shall defend, indemnify, and hold harmless County against any claim that any Copyrightable Works or Inventions or

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other items provided by Contractor hereunder infringe upon intellectual or other proprietary rights of a third party, and Contractor shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by County in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

12. NO PUBLICITY OR ENDORSEMENT

Contractor shall not use County's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. Contractor shall not use County's name or logo in any manner that would give the appearance that the County is endorsing Contractor. Contractor shall not in any way contract on behalf of or in the name of County. Contractor shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the County or its projects, without obtaining the prior written approval of County.

13. COUNTY PROPERTY AND INFORMATION

All of County's property, documents, and information provided for Contractor's use in connection with the services shall remain County's property, and Contractor shall return any such items whenever requested by County and whenever required according to the Termination section of this Agreement. Contractor may use such items only in connection with providing the services. Contractor shall not disseminate any County property, documents, or information without County's prior written consent.

14. RECORDS, AUDIT, AND REVIEW

Contractor shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of Contractor's profession and shall maintain all records until such time that the State Department of Health Care Services completes all actions associated with the final audit, including appeals, for the fiscal year(s) covered by this Agreement, or not less than four (4) years following the termination of this Agreement, whichever is later. All accounting records shall be kept in accordance with generally accepted accounting principles. County shall have the right to audit and review all such documents and records at any time during Contractor's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), Contractor shall be subject to the examination and audit of the California State Auditor, at the request of the County or as part of any audit of the County, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). Contractor shall participate in any audits and reviews, whether by County or the State, at no charge to County.

If federal, state or County audit exceptions are made relating to this Agreement, Contractor shall reimburse all costs incurred by federal, state, and/or County governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from County, Contractor shall reimburse the amount of the audit exceptions and any other related costs directly to County as specified by County in the notification. The provisions of the Records, Audit, and Review Section shall survive any expiration or termination of this Agreement.

15. INDEMNIFICATION AND INSURANCE

Contractor agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

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16. NONDISCRIMINATION

County hereby notifies Contractor that County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and Contractor agrees to comply with said ordinance.

17. NONEXCLUSIVE AGREEMENT

Contractor understands that this is not an exclusive Agreement and that County shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by Contractor as the County desires.

18. NON-ASSIGNMENT

Contractor shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of County and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

19. TERMINATION

- A. **By County.** County may, by written notice to Contractor, terminate this Agreement in whole or in part at any time, whether for County's convenience, for nonappropriation of funds, or because of the failure of Contractor to fulfill the obligations herein.
 - 1. **For Convenience.** County may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, Contractor shall, as directed by County, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on County from such winding down and cessation of services.
 - 2. **For Nonappropriation of Funds.**
 - A. The parties acknowledge and agree that this Agreement is dependent upon the availability of County, State, and/or federal funding. If funding to make payments in accordance with the provisions of this Agreement is not forthcoming from the County, State and/or federal governments for the Agreement, or is not allocated or allotted to County by the County, State and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make payments after the effective date of such non-allocation or non-funding, as provided in the notice, will cease and terminate.
 - B. As permitted by applicable State and Federal laws regarding funding sources, if funding to make payments in accordance with the provisions of this Agreement is delayed or is reduced from the County, State, and/or federal governments for the Agreement, or is not allocated or allotted in full to County by the County, State, and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make payments will be delayed or be reduced accordingly or County shall have the right to terminate the Agreement. If such funding is reduced, County in its sole discretion shall determine which aspects of the Agreement shall proceed and

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which Services shall be performed. In these situations, County will pay Contractor for Services and Deliverables and certain of its costs. Any obligation to pay by County will not extend beyond the end of County's then-current funding period.

- C. Contractor expressly agrees that no penalty or damages shall be applied to, or shall accrue to, County in the event that the necessary funding to pay under the terms of this Agreement is not available, not allocated, not allotted, delayed or reduced.
- 3. **For Cause.** Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County may, at County's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, Contractor shall immediately discontinue all services affected (unless the notice directs otherwise) and notify County as to the status of its performance. The date of termination shall be the date the notice is received by Contractor, unless the notice directs otherwise.
- B. **By Contractor.** Should County fail to pay Contractor all or any part of the payment set forth in EXHIBIT B, Contractor may, at Contractor's option terminate this Agreement if such failure is not remedied by County within thirty (30) days of written notice to County of such late payment.
- C. Upon termination, Contractor shall deliver to County all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by Contractor in performing this Agreement, whether completed or in process, except such items as County may, by written permission, permit Contractor to retain. Notwithstanding any other payment provision of this Agreement, County shall pay Contractor for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall Contractor be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. Contractor shall furnish to County such financial information as in the judgment of County is necessary to determine the reasonable value of the services rendered by Contractor. In the event of a dispute as to the reasonable value of the services rendered by Contractor, the decision of County shall be final. The foregoing is cumulative and shall not affect any right or remedy which County may have in law or equity.

20. SECTION HEADINGS

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

21. SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

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22. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to County is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

23. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement and each covenant and term is a condition herein.

24. NO WAIVER OF DEFAULT

No delay or omission of County to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to County shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of County.

25. ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

26. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

27. COMPLIANCE WITH LAW

Contractor shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of Contractor in any action or proceeding against Contractor, whether County is a party thereto or not, that Contractor has violated any such ordinance or statute, shall be conclusive of that fact as between Contractor and County.

28. CALIFORNIA LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

29. EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

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30. AUTHORITY

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Contractor hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which Contractor is obligated, which breach would have a material effect hereon.

31. SURVIVAL

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

32. PRECEDENCE

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

33. COMPLIANCE WITH HIPAA

Contractor is expected to adhere to Health Insurance Portability and Accountability Act (HIPAA) regulations and to develop and maintain comprehensive patient confidentiality policies and procedures, provide annual training of all staff regarding those policies and procedures, and demonstrate reasonable effort to secure written and/or electronic data. The parties should anticipate that this Agreement will be modified as necessary for full compliance with HIPAA.

34. COURT APPEARANCES.

Upon request, Contractor shall cooperate with County in making available necessary witnesses for court hearings and trials, including Contractor's staff that have provided treatment to a client referred by County who is the subject of a court proceeding. County shall issue subpoenas for the required witnesses upon request of Contractor.

35. PRIOR AGREEMENTS.

Upon execution, this Agreement supersedes all prior agreements between County and Contractor related to the scope of work contained in this Agreement.

36. MANDATORY DISCLOSURE.

Contractor must disclose, in a timely manner, in writing to the County all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this Agreement. Failure to make required disclosures can result in any of the remedies described in 45 C.F.R. Section 75.371, including suspension or debarment. (See also 2 C.F.R. part 180 and 376, and 31 U.S.C. 3321.)

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37. PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING

- A. CONTRACTOR, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:
1. No state, federal or local agency appropriated funds have been paid, or will be paid by or on behalf of CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONTRACTOR shall complete and submit California State Standard Form-LLL, "Disclosure Form to Report Lobbying," to the COUNTY and in accordance with the instructions found therein.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- C. Contractor also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

38. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

CONTRACTOR shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and pursuant to the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). CONTRACTOR shall promptly disclose, in writing, to the COUNTY office, to the Federal Awarding Agency, and to the Regional Office of the Environmental Protection Agency (EPA), whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the CONTRACTOR has credible evidence that a principal, employee, agent, or subcontractor of the CONTRACTOR has committed a violation of the Clean Air Act (42 U.S.C. 7401-7671q.) or the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).

AGREEMENT

THIS AGREEMENT INCLUDES:

1. EXHIBIT A – Statement of Work, General Terms
2. EXHIBIT A1 - Statement of Work, Crisis Stabilization Unit Pharmacy Services
3. EXHIBIT A2 - Statement of Work, North & Mid County Outpatient Waiver Pharmacy Services
4. EXHIBIT A3 - Statement of Work, Psychiatric Hospital Facility Pharmacy Services
5. ATTACHMENT A – Quality Management Standards
6. ATTACHMENT D – Organizational Service Provider Site Certification
7. EXHIBIT B – Financial Provisions
8. EXHIBIT B-1 - Schedule of Rates
9. EXHIBIT C – Indemnification and Insurance Provisions

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AGREEMENT

Agreement for Services of Independent Contractor between the County of Santa Barbara and
Hometown LTC Pharmacy.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on June
15, 2016.

COUNTY OF SANTA BARBARA:

By: 
PETER ADAM, CHAIR
BOARD OF SUPERVISORS

Date: 6-7-2016

ATTEST:
MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: 
Deputy Clerk

Date: 6-8-16

APPROVED AS TO FORM:

MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: 
Deputy County Counsel

RECOMMENDED FOR APPROVAL:

ALICE A. GLEGHORN, Ph.D.
DEPARTMENT OF BEHAVIORAL WELLNESS
DIRECTOR

By: 
Director

CONTRACTOR:
HOMETOWN LTC PHARMACY

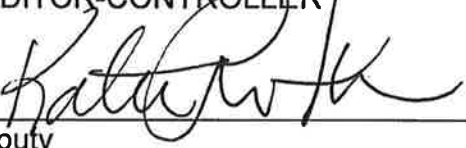
By: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

THEODORE FALLATI, CPA
AUDITOR-CONTROLLER

By: 
Deputy

APPROVED AS TO FORM:

RAY AROMATORIO
RISK MANAGER

By: 
Manager

AGREEMENT

Agreement for Services of Independent Contractor between the County of Santa Barbara and
Hometown LTC Pharmacy.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on June
15, 2016.

COUNTY OF SANTA BARBARA:

By: _____
PETER ADAM, CHAIR
BOARD OF SUPERVISORS

Date: _____

ATTEST:
MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk

Date: _____

APPROVED AS TO FORM:

MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: _____
Deputy County Counsel

RECOMMENDED FOR APPROVAL:

ALICE A. GLEGHORN, Ph.D.
DEPARTMENT OF BEHAVIORAL WELLNESS
DIRECTOR

By: _____
Director

CONTRACTOR:
HOMETOWN LTC PHARMACY

By: _____

Title: President, R.Ph.

Date: 05/26/2016

APPROVED AS TO FORM:

THEODORE FALLATI, CPA
AUDITOR-CONTROLLER

By: _____
Deputy

APPROVED AS TO FORM:

RAY AROMATORIO
RISK MANAGER

By: _____
Manager

**EXHIBIT A
STATEMENT OF WORK
GENERAL TERMS**

The following terms shall apply to all programs operated under this Agreement, included as Exhibits A-1 through A-3 as though separately set forth in the scope of work specific to each Program.

1. **PERFORMANCE.** **Hometown LTC Pharmacy, Inc.** (Contractor), located at 1450 W. McCoy Lane, Suite B, Santa Maria, California, is licensed and capable of providing prescription and nonprescription pharmaceutical products (collectively, "Pharmacy Products"), and related services (collectively, "Pharmacy Products and Services"), to County facilities as described in Exhibits A1- A3.
2. **LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES.**
 - A. Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates (including, but not limited to, certification as a Short-Doyle/Medi-Cal provider if Title XIX Short-Doyle/Medi-Cal services are provided hereunder), as required by all Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines, and directives, which are applicable to Contractor's facility(ies) and services under this Agreement. Contractor shall further ensure that all of its officers, employees, and agents, who perform services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations, and certificates which are applicable to their performance hereunder. A copy of such documentation shall be provided to Department of Behavioral Wellness Quality Care Management (QCM) Division, upon request.
 - B. Contractor shall ensure that all staff providing services under this Agreement retain active licensure. In the event the license status of any Contractor staff cannot be confirmed, the staff member shall be prohibited from providing services under this Agreement.
 - C. If Contractor is a participant in the Short-Doyle/Medi-Cal program, Contractor shall keep fully informed of and in compliance with all current Short-Doyle/Medi-Cal Policy Letters, including, but not limited to, procedures for maintaining Medi-Cal certification of all its facilities.
3. **REPORTS.**
 - A. Contractor shall maintain records and make statistical reports as required by County and the State Department of Health Care Services, in accordance with California Code of Regulations (CCR) Title 22, Code of Federal Regulations (CFR) Title 42 Section 482.25, and all applicable laws and regulations governing pharmaceutical services or applicable agency, on forms provided by either agency.
 - B. Upon County's request, Contractor shall make additional reports as required by County concerning Contractor's activities as they affect the services hereunder. County will be specific as to the nature of information requested and allow thirty (30) days for Contractor to respond.
4. **MEDI-CAL VERIFICATION.** Contractor shall be responsible for verifying client's Medi-Cal eligibility status and will take steps to reactivate or establish eligibility where none exists.
5. **ANTI-KICKBACK COMPLIANCE.** Contractor and Department of Behavioral Wellness hereby certify that they will not violate the Anti-Kickback Statute (42 U.S.C. §1320a-7b(b)) with respect to their performance under this Agreement.

**EXHIBIT A
STATEMENT OF WORK
GENERAL TERMS**

6. STANDARDS.

- A. Contractor agrees to comply with all Medi-Cal requirements, including, but not limited to those specified in Attachment A, and be approved to provide Medi-Cal services based on Medi-Cal site certification, per Attachment D, Organizational Service Provider Site Certification.
- B. Contractor shall make its service protocols and outcome measures data available to County and to Medi-Cal site certification reviewers.

7. CONFIDENTIALITY. Contractor and Contractor's staff agree to abide by all Federal and State laws pertaining to the confidentiality on client records and information, including Welfare and Institutions Code, Section 5328 and Section 5330. Contractor agrees to implement and maintain and Oath of Confidentiality statement for each of its staff working with County clients. Said policy will be addressed in Contractor's Policy and Procedure Manual.

8. CULTURAL COMPETENCE.

- A. At all times, the Contractor's Program(s) shall be staffed with personnel who can communicate in the client's preferred language, or Contractor shall provide interpretation services.
- B. Contractor shall provide services that consider the culture of mental illness, as well as the ethnic and cultural diversity of clients and families served; materials provided to the public must be printed in Spanish (Department of Behavioral Wellness MHSA second threshold language).
- C. Information offered in English must also be made available in Spanish.

9. NOTIFICATION REQUIREMENTS.

- A. Contractor shall immediately notify Behavioral Wellness QCM Division at 805-681-5113 in the event of:
 - i. Known serious complaints against licensed/certified staff;
 - ii. Restrictions in practice or license/certification as stipulated by a State agency;
 - iii. Staff privileges restricted at a hospital;
 - iv. Other action instituted which affects staff license/certification or practice (for example, sexual harassment accusations); or
 - v. Any event triggering Incident Reporting, as defined in Behavioral Wellness Policy and Procedure #28, Unusual Occurrences Incident Report.

EXHIBIT A
STATEMENT OF WORK
GENERAL TERMS

- B. Contractor shall immediately contact the Behavioral Wellness Compliance Hotline (805-884-6855) should any of the following occur:
- i. Suspected or actual misappropriation of funds under Contractor's control;
 - ii. Legal Suits initiated specific to the Contractor's practice;
 - iii. Initiation of criminal investigation of the Contractor; or
 - iv. HIPAA breach.
- C. For clients receiving direct services from both Behavioral Wellness and Contractor staff, Contractor shall immediately notify the client's Behavioral Wellness Case Manager or other Behavioral Wellness staff involved in the client's care, or the applicable Regional Manager should any of the following occur: side effects requiring medical attention or observation, behavioral symptoms presenting possible health problems, or any behavioral symptom that may compromise the appropriateness of the placement.
- D. Contractor may contact admhscontractsstaff@co.santa-barbara.ca.us for any contractual concerns or issues.
- E. "Immediately" means as soon as possible but in no event more than twenty-four (24) hours after the triggering event. Contractor shall train all personnel in the use of the Department of Behavioral Wellness Compliance Hotline (Phone number: 805-884-6855).

EXHIBIT A1
STATEMENT OF WORK
CRISIS STABILIZATION UNIT PHARMACY SERVICE

1. **RESPONSIBILITIES OF CONTRACTOR.** Contractor shall provide regular and emergency pharmacy products and services to the Santa Barbara County Department of Behavioral Wellness Crisis Stabilization Unit South (CSU) located at 305 Camino Del Remedio, Santa Barbara, CA 93110, as follows:

A. General Services: Contractor shall:

- i. Provide pharmacy products and services to CSU in accordance with CCR Title 9, Title 22 and all applicable laws and regulations;
- ii. Deliver pharmacy products at no charge to the CSU three (3) times a day Monday through Friday and twice daily Saturday and Sunday or as otherwise mutually agreed upon by both parties;
- iii. Provide unscheduled deliveries at an additional charge, as provided in the Exhibit B1;
- iv. Provide over the counter House Stock medication upon request;
- v. Label all pharmacy products in accordance with applicable laws and regulations;
- vi. Deliver outpatient medication in individually sealed and labeled medication bubble packages or vials for aftercare medication, in accordance with physician orders, at no additional charge and in accordance with applicable laws and regulations;
- vii. Collaborate with CSU staff to coordinate pharmacy documentation processes to include, but not be limited to:
 - a. Faxed orders (Physician order form) from the CSU;
 - b. Manifest to confirm delivery and log receipt;
 - c. Medication administration records; and
 - d. Medication destruction log.
- viii. Designate a licensed lead pharmacy technician staff for CSU as a primary point of contact who shall be available at an exclusive telephone and fax number and an emergency after-hours number, as follows:
 - a. Business hours telephone line from 9:00 a.m. – 6:00 p.m.: 805-928-2200;
 - b. After-hours phone line: 805-332-0098 (leave a message and the call will be returned promptly);
 - c. Weekend hours telephone line from 9:00 a.m. – 6:00 p.m.: 805- 322-3411
 - d. Email: rxtech@santamariarx.org; and
 - e. Fax: 805-928-6200.

EXHIBIT A1

STATEMENT OF WORK

CRISIS STABILIZATION UNIT PHARMACY SERVICE

- ix. Have a Pharmacist on call for "Emergency" services (as defined in Section 1.B below) twenty-four (24) hours a day, seven (7) days a week;
- x. Provide drug information and consultation to CSU's licensed professional staff regarding pharmacy products ordered;
- xi. Provide daily medication recalls via emails;
- xii. Provide an electronic prescription system, RXNet, at no charge;
- xiii. Conduct in-service education programs on subjects related to pharmacy products and services in conjunction with the Psychiatric Hospital Facility when requested or as mutually agreed to by all parties;
- xiv. Perform monthly reviews of CSU's medication management policies and procedures including storage of medication, labeling, and protocols for reconciliation and counting of controlled medications, and procedures for disposal of medications or, at a minimum, perform quarterly reviews;
- xv. Attend Behavioral Wellness committee meetings as necessary including, but not limited to, Pharmacy and Therapeutic (P&T) Quality Assurance meetings.
- xvi. Maintain and distribute to County a Policy and Procedures Manual which defines methods and practices by which Contractor shall comply with the terms of this Agreement and regulatory requirements:
 - a. Contractor shall ensure that the Policy and Procedures Manual is maintained in a current, complete, and timely manner reflecting actual practices. The Manual shall include document control through revision control, distribution lists, and periodic audits;
 - b. Said policy and procedures manual shall include instructions, procedures and references to ensure current and complete compliance with Medi-Care and Medi-Cal requirements; and
 - c. Both parties' appropriate personnel shall be trained on the contents and use of the Manual. Revisions shall be reviewed with both parties' appropriate personnel to ensure currency of training.

B. Emergency Medication Services: Contractor shall:

- i. Provide any Pharmacy product needed on an emergency basis as promptly as is reasonably practicable, as permitted by applicable law and requested by CSU;

EXHIBIT A1
STATEMENT OF WORK
CRISIS STABILIZATION UNIT PHARMACY SERVICE

- ii. Provide three (3) customized serial-number-locked Emergency Kits ("E-Kit") to accommodate fifty drugs to consist of the following:
 - a. One (1) E-Kit for controlled substance medications;
 - b. One (1) E-Kit for refrigerated medications; and
 - c. One (1) E-Kit for all other medications.
- iii. Maintain and replenish, in a prompt and timely manner, an emergency drug supply E-Kit;
- iv. E-kits will be provided in average dosage levels;
- v. E-Kits shall be the property of Pharmacy; and
- vi. All withdrawals from E-Kits by CSU personnel shall be pursuant to a valid physician order in compliance with applicable laws and regulations, and shall be billed in accordance with Exhibit B.

C. Medical Records. Contractor shall:

- i. Interface with Behavioral Wellness Electronic Health Records (EHR), or provide access for designated CSU staff to Contractor's RxNT system.
- ii. Provide computerized weekly Medication Administration Records to CSU Supervising staff.

D. Dispensing.

- i. Medications will be provided in such fills consisting of quantities and packaging as determined by Contractor to be appropriate, or as mutually agreed upon by Contractor and CSU.
- ii. A dispensing fee shall be payable for each fill in accordance with Exhibit B-1 Schedule of Rates. Any failure by Contractor to charge a dispensing fee in accordance with this schedule, at the time a prescription is filled will not operate as, or be construed to be, a waiver of CSU's obligation to pay, or Contractor right to charge and collect such fee.

E. Consultant Services: Contractor shall:

- i. Perform on-site chart review of medication regimen on a quarterly basis and provide a written summary report, by the consultant pharmacist, of these findings within 5 days of the quarter's end;
- ii. Provide consultation regarding the disposal of medications; and

EXHIBIT A1
STATEMENT OF WORK
CRISIS STABILIZATION UNIT PHARMACY SERVICE

- iii. Provide any other service to be performed on-site or off-site by the consultant pharmacist at the request of CSU.

F. Disposal. Contractor shall:

- i. Provide a certified licensed technician on site upon request to do the following:
 - a. Inventory;
 - b. Ship out expired and unused medications; and
 - c. Provide an electronic list of all medications shipped for destruction.
- ii. Dispose of all medications not used by the CSU on a monthly basis, in accordance with applicable provisions in the California Code of Regulations, SD/MC Provider Certification & Recertification Protocol, Category 7;
- iii. Pick up unused medication for disposal from CSU as needed and upon request; and
- iv. Provide credit to the County for unused intact medication within 14 days.

G. Aftercare Medication: CSU Aftercare Medications shall be defined as those medications dispensed to clients starting the day of discharge from Outpatient services. Contractor shall:

- i. Provide a seven (7) day supply of Aftercare medications packaged in childproof vials to clients of the CSU;
- ii. Provide to clients or staff an emergency medication voucher card for Aftercare medications to be billed to Hometown when the pharmacy, as a last resort, is unable to deliver medication due to an unforeseen natural disaster or road delay;
- iii. Attempt to bill any third party, including Medi-Cal and Medicare, and/or client for six (6) months after the discharge date from the CSU for Aftercare Medications and credit County's CSU account for amounts collected;
- iv. Bill clients for co-pays and share of cost; and
- v. Provide proof of third party billing of Aftercare medications only when reimbursement is not available from other sources, as described in Exhibit B.

H. Medication Billing. Contractor shall:

- i. Establish a separate billing account for:
 - a. CSU Outpatient medications; and
 - b. CSU Aftercare medication, in accordance with section 1.G above.

EXHIBIT A1
STATEMENT OF WORK
CRISIS STABILIZATION UNIT PHARMACY SERVICE

2. RESPONSIBILITIES OF DEPARTMENT OF BEHAVIORAL WELLNESS CRISIS STABILIZATION UNIT

A. General: CSU shall:

- i. Implement Contractor's policies and procedures;
- ii. Give Contractor access to all reasonably required patient records;
- iii. Make available to Contractor adequate working and storage space to allow Contractor to perform its obligations under this Agreement;
- iv. Order exclusively from Contractor all pharmacy products and services required for individual CSU patients;
- v. Promptly notify Contractor of any changes in patient medication upon receipt of physicians' orders;

B. Pharmacy Documents: County shall not reproduce or permit the reproduction of Contractor documents, manuals or forms, nor circulate such items to any individual or entity, except as necessary to ensure proper administration of the provision of Pharmacy Products and Services.

C. Aftercare Medication:

- i. Provide Contractor with sufficient information to properly bill Medi-Cal, or as necessary to re-bill Medi-Cal, or other third party payors for clients receiving Aftercare Medications.

**EXHIBIT A-2
STATEMENT OF WORK**

**OUTPATIENT WAIVER PHARMACY
MID AND NORTH COUNTY SERVICES**

1. RESPONSIBILITIES OF CONTRACTOR. Contractor shall provide prescription medication to the Department of Behavioral Wellness North and West County outpatient clients, upon presentation of a valid Behavioral Wellness pharmaceutical waiver from the Behavioral Wellness Clinics. Services shall include:

A. General Services:

- i. Disbursement of pharmaceuticals at the 1414 South Miller Street, Suites E & F, Santa Maria Pharmacy location will take place Monday through Friday from 9:00 a.m. – 7:00 p.m., and on Saturday and Sunday from 9:00 a.m. - 2:00 p.m., to Santa Barbara County Department of Behavioral Wellness outpatient clients, upon presentation of a valid pharmaceutical waiver from the Department of Behavioral Wellness Clinic;
- ii. Delivery of medication, at no charge, to the Behavioral Wellness Outpatients clinic sites within the Lompoc and Santa Maria communities, shall take place at least once daily and in accordance with California Code of Regulations (CCR) Title 9 and Title 22 and all applicable laws and regulations;
- iii. Charges for pharmaceuticals disbursed or delivered shall be in accordance with the Medi-Cal formulary, or the Average Wholesale Prices when Medicaid rates are not applicable;
- iv. Provide bubble packing, at no charge, for medications as requested by Behavioral Wellness clinics and in accordance with applicable Federal and State regulations;
- v. Check and verify in insurance databases to ensure the Behavioral Wellness outpatient waiver is required;
- vi. Attempt to bill any third party, including Medi-Cal and Medicare for medications and credit County's account for amounts collected;
- vii. Interface with Behavioral Wellness Electronic Health Records (EHR), or provide access for designated Behavioral Wellness Clinic staff to Contractor's RxNT system
- viii. Re-bill Medi-Cal insurance and credit the Santa Barbara County Department of Behavioral Wellness for any eligible retro-active Medi-Cal;
- ix. Bill County for medications provided to clients with a County waiver after confirmation that the medication is not billable to a third party payer (such as insurance or Medi-Cal). A copy of the denial will be transmitted with the bill for discharge medications.

EXHIBIT A-3

BEHAVIORAL WELLNESS PSYCHIATRIC HOSPITAL FACILITY PHARMACY SERVICES

1. **RESPONSIBILITIES OF CONTRACTOR.** Contractor shall provide regular and emergency pharmacy products and services to the Santa Barbara County Department of Behavioral Wellness Psychiatric Health Facility (PHF) located on the First Floor, 315 Camino Del Remedio, Santa Barbara, CA 93110, effective March 21, 2016, as follows:

A. General Services. Contractor shall:

- i. Provide pharmacy products and services to PHF and its patients in accordance with California Code of Regulations Title 22, Code of Federal Regulations Title 42 Section 482.25, and all applicable laws and regulations governing pharmaceutical services;
- ii. Provide, at no additional charge, scheduled delivery of pharmacy products to PHF three (3) times daily Monday through Friday and twice (2) daily Saturday and Sunday with times to be determined by and or as mutually agreed by the parties;
- iii. Provide unscheduled deliveries at an additional charge, as provided in the Exhibit B1;
- iv. Provide over the counter House Stock medication upon request;
- v. Label all pharmacy products in accordance with applicable laws and regulations;
- vi. Deliver patient medication in individually sealed and labeled medication bubble packages, in accordance with physician orders, at no additional charge;
- vii. Provide daily medication recalls via emails;
- viii. Maintain a drug profile on each PHF patient serviced by Pharmacy;
- ix. Designate a licensed, lead pharmacy technician for PHF as a primary point of contact, who shall be available at an exclusive telephone and fax number and an emergency after-hours number, as follows:
 - a. Business hours telephone line from 9:00 a.m. – 6:00 p.m.: 805-928-2200;
 - b. After-hours phone line: 805-332-0098 (leave a message and the call will be returned promptly);
 - c. Weekend hours telephone line from 9:00 a.m. – 6:00 p.m.: 805- 322-3411
 - d. Email: rxtech@santamariarx.org; and
 - e. Fax: 805-928-6200.

EXHIBIT A-3

BEHAVIORAL WELLNESS PSYCHIATRIC HOSPITAL FACILITY PHARMACY SERVICES

- x. Have a Pharmacist on call for "Emergency" services (as defined in Section 1.D below) twenty-four (24) hours a day, seven (7) days a week;
- xi. Provide drug information and consultation to PHF's licensed professional staff regarding pharmacy products ordered;
- xii. Collaborate with PHF staff to coordinate pharmacy documentation processes;
- xiii. Shall inform physicians via memo of formulary changes and requirements for Treatment Authorization Requests (TAR).
- xiv. Conduct, when requested and as mutually agreed to by the parties, in-service education programs on subjects related to pharmacy products and services;
- xv. Provide an electronic prescription system, RXNet, at no charge;
- xvi. Perform monthly reviews of PHF's medication management policies and procedures including storage of medication, labeling, and protocols for reconciliation and counting of controlled medications, and procedures for disposal of medications or at a minimum perform quarterly reviews;
- xvii. Perform, when requested and scheduled by PHF staff and subject to applicable state regulations, a remote patient medication assessment for each patient, provided that no more than four such assessments shall be provided for any patient in any 12-month period;
- xviii. Attend Behavioral Wellness committee meetings as necessary, including but not limited to quarterly Pharmacy and Therapeutics and Infection Control meetings; and
- xix. Maintain and distribute to County a Policy and Procedures Manual which defines methods and practices by which Contractor shall comply with the terms of this Agreement and regulatory requirements:
 - a. Contractor shall ensure that the Policy and Procedures Manual is maintained in a current, complete, and timely manner reflecting actual practices. The Manual shall include document control through revision control, distribution lists, and periodic audits;
 - b. Said policy and procedures manual shall include instructions, procedures and references to ensure current and complete compliance with Medi-Care and Medi-Cal requirements; and
 - c. Both parties' appropriate personnel shall be trained on the contents and use of the Manual. Revisions shall be reviewed with both parties appropriate personnel to ensure currency of training.

EXHIBIT A-3

BEHAVIORAL WELLNESS PSYCHIATRIC HOSPITAL FACILITY PHARMACY SERVICES

D. Emergency Drug Services. Contractor shall:

- i. Provide any Pharmacy product needed on an emergency basis as promptly as is reasonably practicable, as permitted by applicable law and requested by PHF;
- ii. Provide three (3) customized serial-number-locked Emergency Kits ("E-Kit") to accommodate fifty drugs to consist of the following:
 - a. One (1) E-kit for controlled substance medications;
 - b. One (1) E-kit for refrigerated medications; and
 - c. One (1) E-kit for all other regular medications.
- iii. Maintain and replenish, in a prompt and timely manner, an emergency drug supply E-Kit;
- iv. E-Kit medications will be provided in average dosage levels;
- v. E-Kits shall be the property of Pharmacy; and
- vi. All withdrawals from E-Kits by PHF personnel shall be pursuant to a valid physician order in compliance with applicable laws and regulations and shall be billed in accordance with Exhibit B.

E. Medical Records.

- i. Contractor shall provide to PFH Supervisory Staff:
 - a. Computerized Physician Order Sheets;
 - b. Color coded Medication Administration Records; and
 - c. Treatment Records to PHF upon request.

F. Dispensing.

- i. Medications will be provided in such fills consisting of quantities and packaging as determined by Contractor to be appropriate, or as mutually agreed upon by Contractor and PHF, and in accordance with current Title 22 regulations; and
- ii. Dispensing fee shall be payable for each fill in accordance with Exhibit B-1 Schedule of Rates. Any failure by Contractor to charge a dispensing fee in accordance with this schedule at the time a prescription is filled will not operate as, or be construed to be, a waiver of PHF obligation to pay, or Contractor right to charge and collect, such fee.

EXHIBIT A-3

BEHAVIORAL WELLNESS PSYCHIATRIC HOSPITAL FACILITY PHARMACY SERVICES

G. Consultant Services. Contractor shall:

- i. Perform monthly on site client chart review of patients' medication regimens and monthly written summary reports by the consultant pharmacist of these findings within 5 days of the month's end;
- ii. Provide consultation regarding the disposal of medications; and
- iii. Provide any other service to be performed on-site or off-site by consultant pharmacist at the request of PHF.

H. Disposal. Contractor shall:

- i. Provide a certified, licensed technician on site upon request to do the following:
 - a. Inventory;
 - b. Ship out expired and unused medications; and
 - c. Provide an electronic list of all medications shipped for destruction.
- ii. Dispose, of all medications not used by the PHF, on a monthly basis, in accordance with applicable provisions in the California Code of Regulations;
- iii. Pick up unused medication for disposal from PHF as needed and upon request; and
- iv. Provide credit to the County for unused intact medication within 14 days.

I. Discharge Medication. Contractor shall:

- i. Establish a separate billing account at Hometown LTC Pharmacy, Inc. Dba Hometown Medical Pharmacy, 1482 S. Broadway Santa Maria, CA 93454 for discharge medications to clients of the PHF;
- ii. Provide a seven (7) day supply of discharge medications packaged in childproof vials to clients of the PHF;
- iii. Provide to clients or staff an emergency medication voucher card for discharge medications to be billed to Hometown when the pharmacy, as a last resort, is unable to deliver medication due to an unforeseen natural disaster or road delay;
- iv. Attempt to bill any third party, including Medi-Cal and Medicare, and/or client for six (6) months after the discharge date for discharge Medications and credit County's account for amounts collected;
- v. Bill clients for co-pays and share of cost; and

EXHIBIT A-3

BEHAVIORAL WELLNESS PSYCHIATRIC HOSPITAL FACILITY PHARMACY SERVICES

- vi. Provide proof of third party billing of discharge medications only when reimbursement is not available from other sources, as described in Exhibit B.

3. RESPONSIBILITIES OF DEPARTMENT OF BEHAVIORAL WELLNESS PSYCHIATRIC HEALTH FACILITY (PHF)

C. **General:** PHF shall:

- i. Implement Contractor 's policies and procedures;
- ii. Give Contractor access to all reasonably required patient records;
- iii. Make available to Contractor adequate working and storage space to allow Contractor to perform its obligations under this Agreement;
- iv. Order exclusively from Contractor all pharmacy products and services required for individual PHF patients;
- v. Promptly notify Contractor of any changes in patient medication upon receipt of physicians' orders;
- vi. Promptly notify Contractor of any room transfer or the discharge of any patient; and
- vii. Guarantee payment for medications provided to inpatients of the PHF. County shall also provide reimbursement for discharge medications only when reimbursement is not available from other sources, as described in Exhibit B.

D. **Admissions:**

- i. Upon the admissions of each new patient, County shall provide information to such patient (or such patient's responsible party) about the Pharmacy Products and Services provided by Contractor and any applicable policies and procedures of Contractor.

E. **Discharge Medication:**

- i. Provide Contractor with sufficient information to properly bill Medi-Cal, or as necessary to re-bill Medi-Cal or other third party payors, for clients receiving discharge medications.

F. **Pharmacy Documents:** County shall not reproduce or permit the reproduction of Contractor's documents, manuals or forms, nor circulate such items to any individual or entity, except as necessary to ensure proper administration of the provision of Pharmacy Products and Services.

EXHIBIT A-3

BEHAVIORAL WELLNESS PSYCHIATRIC HOSPITAL FACILITY PHARMACY SERVICES

G. Medication Disposal: Contractor shall assist with disposal of medications not used by PHF in the following manner:

- i. One (1) Contractor Pharmacist and one (1) Contractor Pharmacy technician shall conduct scheduled monthly onsite visits to dispose of medications, for a visit not to exceed a maximum of four (4) hours unless otherwise approved by PHF staff;
- ii. All narcotics shall be disposed of within the PHF by a PHF Registered Nurse and a Contractor Pharmacist;
- iii. To provide proper disposition of unused medications, County PHF staff shall provide signed inventory of all "bubble packed" medication. This medication is to be picked up by Contractor from PHF and returned to Contractor for credit. Contractor shall issue credit for intact and unused medications returned within fourteen days; and
- iv. All other medication necessitating disposal shall be processed via a separate vendor.

ATTACHMENT A

SANTA BARBARA COUNTY MENTAL HEALTH PLAN, QUALITY MANAGEMENT STANDARDS

The Santa Barbara County Department of Behavioral Wellness is Santa Barbara County's Medi-Cal Mental Health Plan (MHP) and has established standards for Assessments, Plans of Care, and Progress Notes, as detailed in the Behavioral Wellness Clinical Documentation Manual, for all organizational, individual, and group providers furnishing Specialty Mental Health Services. This Attachment A and the Behavioral Wellness Clinical Documentation Manual available at <https://www.countyofsb.org/behavioral-wellness>, incorporated herein by reference, provides minimum standards for all services provided under this Agreement, unless a stricter standard is provided in the Exhibit A(s) to this Agreement.

1. Additional Requirements

- A. Contractor shall display Medi-Cal Member Services Brochures in English and Spanish in their offices. In addition, Contractors shall post grievance and appeal process notices in a visible location in their waiting rooms along with copies of English and Spanish grievance and appeal forms with MHP self-addressed envelopes to be used to send grievances or appeals to Behavioral Wellness Quality Care Management department.
- B. Contractor shall be knowledgeable of and adhere to MHP policies on Beneficiary Rights as outlined in the Medi-Cal Member Services Brochures.
- C. Contractor shall ensure that direct service staff attend two cultural competency trainings per fiscal year and shall retain evidence of attendance for the purpose of reporting to the Behavioral Wellness Cultural Competency Coordinator.
- D. Contractor staff performing services under this Agreement shall receive formal training on the Medi-Cal documentation process prior to providing any services under this Agreement. Contractor shall ensure that each staff member providing clinical services under this contract receives initial and annual training as specified in the Behavioral Wellness Mandatory Trainings Policy and Procedure #31.
- E. Contractor shall establish a process by which Spanish speaking staff who provide direct services in Spanish or interpretive services, are tested for proficiency in speaking, reading, and writing Spanish language.
- F. Contractor shall provide timely access to care and service delivery in the following areas as required by the State MHP standards:
 - 1. Where applicable, 24 hours per day, 7 days per week access to "urgent" services (within 24 hours) and "emergency" services (same day);
 - 2. Access to routine appointments (1st appointment within 10 business days. When not feasible, Contractor shall give the client the option to re-contact the Access team and request another provider who may be able to serve the client within the 10 business day standard).

The MHP Quality Care Management team of Santa Barbara County shall monitor clinical documentation and timeliness of service delivery.

ATTACHMENT A

- G. Contractor shall not create, support or otherwise sanction any policies or procedures that discriminate against Medi-Cal beneficiaries. Contractor shall offer hours of operation that are no less than the hours of operation offered to commercial beneficiaries or, in the alternative, Contractor shall offer hours of operation that are comparable to those hours offered to Medicaid fee-for-service clients, if the provider serves only Medicaid beneficiaries.
- H. Contractor shall be notified of possible corrective actions to be taken when the Contractor does not adhere to MHP established standards or respond to corrective actions. The process for ensuring compliance and implementing corrective actions is as follows, as described in Behavioral Wellness' Policy and Procedure #24:
1. If Contractor is identified as operating outside of the compliance standards, Contractor shall be notified of lack of compliance with Federal and State standards and shall be asked to rectify the areas in which they have been out of compliance. A copy of this notification shall be placed in the provider file. Contractors are expected to complete all corrections within 90 calendar days from the date of notice. This will be considered the Period of Review. The specific nature of the documentation to show evidence of compliance will be based on the infraction.
 2. Following the 90 day Period of Review, should Contractor be unable to fulfill contractual obligations regarding compliance, Contractor shall meet with the Quality Care Management Manager within 30 calendar days to identify barriers to compliance. If an agreement is reached, the Contractor shall have not more than 30 calendar days to provide proof of compliance. If an agreement is not forthcoming, the issue will be referred to the Executive Management Team which will review the issue and make a determination of appropriate action. Such actions may include, but are not limited to: suspension of referrals to the individual or organizational provider, decision to de-certify or termination of Agreement, or other measures.

Reference: The County Mental Health Plan, Contract 12-89394, between the State of California, Department of Health Care Services and ADMHS, available at <https://www.countyofsb.org/behavioral-wellness>

ATTACHMENT D

ORGANIZATIONAL SERVICE PROVIDER SITE CERTIFICATION

(Applicable to programs described in Exhibit A)

COMPLIANCE REQUIREMENTS

1. In order to obtain site certification as a Medi-Cal provider, Contractor must be able to demonstrate compliance with the following requirements:
 - A. Contractor is currently, and for the duration of this Agreement shall remain, licensed in accordance with all local, State, and Federal licensure requirements as a provider of its kind.
 - B. The space owned, leased, or operated by the Contractor and used for services or staff meets all local fire codes. Contractor shall provide a copy of fire clearance to Quality Care Management.
 - C. The physical plant of the site owned, occupied, or leased by the Contractor and used for services or staff is clean, sanitary, and in good repair.
 - D. Contractor establishes and implements maintenance policies for the site owned, occupied, or leased by the Contractor and used for services or staff, to ensure the safety and well-being of clients and staff.
 - E. Contractor has a current administrative manual which includes: personnel policies and procedures, general operating procedures, service delivery policies, and procedures for reporting unusual occurrences relating to health and safety issues.
 - F. The Contractor maintains client records in a manner that meets the requirements of the County pursuant to the latest edition of the California State Mental Health Plan, and applicable state and federal standards.
 - G. Contractor has staffing adequate to allow the County to claim federal financial participation for the services the Contractor delivers to Medi-Cal beneficiaries.
 - H. Contractor has written procedures for referring individuals to a psychiatrist when necessary, or to a physician, if a psychiatrist is not available.
 - I. Contractor has, as a head of service, a licensed mental health professional or rehabilitation specialist.
 - J. For Contractors that provide or store medications, the Contractor stores and dispenses medications in compliance with all pertinent State and Federal standards, specifically:
 1. All drugs obtained by prescription are labeled in compliance with Federal and State laws. Prescription labels may be altered only by authorized personnel.
 2. Drugs intended for external use only or food stuffs are stored separately from drugs for internal use.

ATTACHMENT D

3. All drugs are stored at proper temperatures. Room temperature drugs should be stored at 59 – 86 degrees Fahrenheit, and refrigerated drugs must be stored at 36 – 46 degrees Fahrenheit.
 4. Drugs are stored in a locked area with access limited only to those medical personnel authorized to prescribe, dispense, or administer medication.
 5. Drugs are not retained after the expiration date. IM (Intramuscular) multi-dose vials are to be dated and initialed when opened.
 6. A drug log is to be maintained to ensure the Contractor disposes of expired, contaminated, deteriorated, and abandoned drugs in a manner consistent with State and Federal laws.
 7. Contractor's Policies and Procedures manual addresses the issues of dispensing, administration and storage of all medications.
2. **CERTIFICATION** - On-site certification is required ever three (3) years. Additional certification reviews may be necessary if:
- A. The Contractor makes major staffing changes.
 - B. The Contractor makes organizational and/or corporate structural changes (i.e., conversion from non-profit status).
 - C. The Contractor adds Day Treatment or Medication Support services requiring medications to be administered or dispensed from Contractor's site.
 - D. There are significant changes in the physical plant of the provider site (some physical plant changes could require new fire clearance).
 - E. There is a change of ownership or location.
 - F. There are complaints regarding the Contractor.
 - G. There are unusual events, accidents, or injuries requiring medical treatment for clients, staff or members of the community.

On-site certification is not required for hospital outpatient departments which are operating under the license of the hospital. Services provided by hospital outpatient departments may be provided either on the premises or offsite.

EXHIBIT B

FINANANCIAL PROVISIONS

PAYMENT ARRANGEMENTS

Periodic Compensation (with attached Schedule of Rates, Exhibit B-1)

1. **CONTRACTOR SERVICES.** For Contractor services to be rendered under this Agreement, Contractor shall be paid at the rate specified in this Exhibit B, with a maximum value not to exceed \$6,000 FY 15-16, \$269,000 for FY 16-17 and \$275,000 for FY 17-18, for a multiyear contract maximum not to exceed **\$550,000**.
2. Payment for services and/or reimbursement of costs shall be made upon Contractor's satisfactory performance, based upon the scope and methodology contained in Exhibit A, as determined by County. Payment for services and/or reimbursement of costs shall be based upon the costs defined in this Exhibit B. Invoices submitted for payment that are based upon Exhibit B must contain sufficient service, the rate, the total cost broken down by client, and clearly identify discharge medications. County representative shall evaluate the quality of the service performed and, if found to be satisfactory, shall initiate payment processing. County shall pay invoices or claims for satisfactory work within thirty (30) days of presentation.
3. Monthly, Contractor shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the services performed over the period specified. The invoice must show the Board Contract number, client's identification number, medication, date of service, the rate, the total cost broken down by client, and clearly identify discharge medications. County representative shall evaluate the quality of the service performed and, if found to be satisfactory, shall initiate payment processing. County shall pay invoices or claims for satisfactory work within thirty (30) days of presentation.
4. **CONSULTATION.** Invoice must show the Board Contract number, date, rate, and units of service for consultation services described in Exhibits A-1 and A-3. Consultation services shall be billed in accordance with Section 7.B.iv, below.
5. County's failure to discover or object to any unsatisfactory work or billings prior to payment shall not constitute a waiver of County's right to require Contractor to correct such work or billings or seek any other legal remedy.
6. County Designated Representative:

Department of Behavioral Wellness
Attn: Accounts Payable
429 North San Antonio Road, Santa Barbara, CA 93110
7. **CHARGES FOR SERVICES.**
 - A. All medications and supplies shall be billed at: current Medicaid rates when applicable, and Average Wholesale Prices when Medicaid rates are not applicable.
 - B. Billing to County shall be divided into four categories, as follows:
 - i. Stock medication retained in the Psychiatric Health Facility (PHF) and Crisis Stabilization Unit (CSU). Stock medications shall be pre-paid, delivered to and held by PHF or CSU.

EXHIBIT B

FINANANCIAL PROVISIONS

- ii. Medication for CSU Outpatient, Waiver Program or PHF Clients (Inpatient):
 - a. Clients shall be provided Medi-Cal formulary medications which shall be reimbursed by County upon receipt of a proper invoice. The admission period shall begin the day of admission and end the day prior to the discharge date; and
 - b. In the event County has reimbursed Contractor for medications also paid for by client, Contractor shall credit County's account for amounts collected from the client.
- iii. Billing for CSU Aftercare and PHF Discharge Medications:
 - a. CSU Aftercare Medications shall be defined as those medications dispensed to clients starting the day of discharge from Outpatient services. Contractor shall attempt to bill any third party, including Medi-Cal and Medicare, and/or client for Discharge Medications and credit County's account for amounts collected;
 - b. Discharge Medications shall be defined as those medications dispensed to clients starting the day of Inpatient discharge. Contractor shall attempt to bill any third party, including Medi-Cal and Medicare, and/or client for Discharge Medications and credit County's account for amounts collected; and
 - c. County shall continuously check for client's retroactive Medi-Cal eligibility for up to six months prior, and shall provide any information received by County to Contractor for billing. Upon receipt of information; and
 - d. Contractor shall bill Medi-Cal, third party payors or client, as applicable, for CSU Aftercare and PHF Discharge Medications only.
 - e. In the event County has reimbursed Contractor for medications also reimbursed by third parties, Contractor shall credit County's account for amounts collected.
- iv. Consulting services:
 - a. Consultations will be billed at rate listed on the Exhibit B1 for in-house services;
 - b. No charges will be made for information calls made by staff during after normal hours of operation; and
 - c. Emergency after hours phone calls will be billed at the pharmacist's hourly rate.
- 8. Upon request by County, Contractor shall provide a financial report to County. The financial report shall indicate the actual cost of service; however, the report shall be informational only and not be subject to financial audit adjustment by County or State of California.
- 9. **CORRECTION OF WORK.** County's failure to discover or object to any unsatisfactory work or billings prior to payment shall not constitute a waiver of County's right to require Contractor to correct such work or billings or seek any other legal remedy.

EXHIBIT B-1
SCHEDULE OF FEES

SCHEDULE OF RATES AND CONTRACT MAXIMUM

**CRISIS STABILIZATION UNIT PHARMACY SERVICES
MULTIYEAR FY 15-18**

<u>Type of Service</u>	<u>Billing Increment</u>	<u>Rate</u>
Disbursement of Outpatient Pharmaceuticals	Medi-Cal formulary cost or Average Wholesale Prices plus 10%	Medi-Cal formulary cost or Average Wholesale Prices plus 10%
Disbursement of Aftercare Pharmaceuticals	Per client medication	Medi-Cal formulary cost or Average Wholesale Prices plus 10%
E-Kit	Restocking Fee	\$24
Unscheduled deliveries	Hourly	\$16
Pharmacist Consultation	Hourly*	\$79
Pharmacy Technician	Hourly*	\$29
Psychiatric Technician	Hourly*	\$21
FY 15-16 Contract Total (for transfer of services June 15, 2016 through June 30, 2016) not to exceed:		\$6,000
Annual Contract Total Not to Exceed the Maximum Value:		\$72,000
Multiyear Contract Total Not to Exceed the Maximum Value:		\$150,000
Contractor understands and accepts that in accordance with <u>Exhibits A and B</u> , medication costs will be billed at the Medi-Cal Formulary rates, or Average Wholesale Prices when Medicaid is not applicable.		
*Inclusive of all travel fees.		

EXHIBIT B-1

SCHEDULE OF FEES

SCHEDULE OF RATES AND CONTRACT MAXIMUM FY17-18

**OUTPATIENT PHARMACY WAIVER PROGRAM
NORTH AND WEST COUNTY
MULTIYEAR FY 16-18**

<u>Type of Service</u>	<u>Billing Increment</u>	<u>Rate</u>
Disbursement of Pharmaceuticals	Per client medication charge	Medi-Cal formulary cost or Average wholesale Prices
Annual Total Maximum Contract Not to Exceed:		\$25,000
Multiyear Total Maximum Contract Not to Exceed:		\$50,000
Contractor understands and accepts that in accordance with <u>Exhibits A and B</u>, medication costs will be billed at the Medi-Cal Formulary rates, or Average Wholesale Prices when Medicaid is not applicable. Contractor agrees to re-bill Medi-Cal Insurance or third party payor and credit Behavioral Wellness for any eligible retroactive Medi-Cal or third party payor.		

EXHIBIT B-1**SCHEDULE OF FEES****SCHEDULE OF RATES AND CONTRACT MAXIMUM FY 16-17****PSYCHIATRIC HOSPITAL FACILITY PHARMACY SERVICES
Multiyear 16-18**

<u>Type of Service</u>	<u>Billing Increment</u>	<u>Rate</u>
Disbursement of Pharmaceuticals	Per client medication charge	Medi-Cal formulary cost or Average Wholesale Prices plus 10%
E-Kit	Restocking Fee	\$24
Unscheduled deliveries	Hourly	\$16
Pharmacist Consultation	Hourly*	\$79
Pharmacy Technician	Hourly*	\$29
Psychiatric Technician	Hourly*	\$21
Annual Contract Total Not to Exceed the Maximum Value:		\$175,000
Multiyear Contract Total Not to Exceed the Maximum Value:		\$350,000
Contractor understands and accepts that in accordance with <u>Exhibits A and B</u> , medication costs will be billed at the Medi-Cal Formulary rates, or Average Wholesale Prices when Medicaid is not applicable.		
Contractor agrees to re-bill Medi-Cal Insurance or third party payor and credit Behavioral Wellness for any eligible retroactive Medi-Cal or third party payor.		
*Inclusive of all travel fees.		

Annual Overall Contract Total Not to Exceed the Maximum Value:	\$275,000
Multiyear Overall Contract Total Not to Exceed the Maximum Value	\$550,000

EXHIBIT C

Indemnification and Insurance Requirements (For Professional Contracts)

1. INDEMNIFICATION

Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless County and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by County on account of any claim except where such indemnification is prohibited by law. Contractor's indemnification obligation applies to County's active as well as passive negligence but does not apply to County's sole negligence or willful misconduct.

2. NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

Contractor shall notify County immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

3. INSURANCE

Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- i. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- ii. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- iii. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- iv. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Contractor's profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the Contractor maintains higher limits than the minimums shown above, the County requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

EXHIBIT C

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- i. **Additional Insured** – County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
- ii. **Primary Coverage** – For any claims related to this Agreement, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- iii. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.
- iv. **Waiver of Subrogation Rights** – Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- v. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- vi. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
- vii. **Verification of Coverage** – Contractor shall furnish the County with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Contractor shall furnish evidence of renewal of coverage throughout the term of the Agreement. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

EXHIBIT C

- viii. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, County has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by County as a material breach of contract.
- ix. **Subcontractors** – Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.
- x. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - a) The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - b) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - c) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
- xi. **Special Risks or Circumstances** – County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of County.

ATTACHMENT B

PHARMACY REQUEST FOR PROPOSALS NOTICE OF AWARD



COUNTY OF SANTA BARBARA

Making a Difference Since 1962

**Alcohol, Drug & Mental Health Services
Administration**

300 North San Antonio Road, Bldg. 3, Santa Barbara, CA 93110-1332

Telephone: (805) 681-5220 Facsimile: (805) 681-5262

**Alice A. Gleghorn, Ph.D.
Director**

AWARD NOTIFICATION LETTER

January 27, 2016

SUBJECT: Notice of Conditional Contract Award for the Pharmaceutical Services RFP

Dear Applicants:

This letter is in regard to the subject of Request for Proposals, issued by the County of Santa Barbara Alcohol, Drug, & Mental Health Services (ADMHS) for Pharmaceutical Services. An evaluation team comprised of five members of ADMHS and Community-Based Organization staff has evaluated the proposals received using the evaluation criteria identified in the RFP. The ADMHS Director has weighed in on the Evaluation Team's decision and the County is hereby announcing its conditional contract awards to the following bidders:

- Inpatient Pharmaceutical Services: **Hometown LTC Pharmacy, Inc.**
- Discharge Medication Services: **Hometown LTC Pharmacy, Inc.**
- Crisis Stabilization Unit Pharmaceutical Services: **Hometown LTC Pharmacy, Inc.**
- North County Outpatient Waivered Medication: **JDX Pharmacy & Hometown LTC Pharmacy, Inc.**
- Mid County Outpatient Waivered Medication: **JDX Pharmacy & Hometown LTC Pharmacy, Inc.**
- South County Outpatient Waivered Medication: **Medicine Shoppe Uptown**

Maximum Funding Award: Dependent on units of service provided

Term: The anticipated contract term will be March 15, 2016 through June 30, 2018. At the County's discretion, contracts with an expected value of less than \$100,000 per year will be for one-year terms, and renewed yearly without re-bid. At the County's discretion, contracts with an expected value of less than \$100,000 per year will be for one-year terms, and renewed yearly without re-bid.

The bidders listed above received the evaluation team's highest ranking for each program. ADMHS will be contacting the aforementioned bidders soon to negotiate contracts. The Notice of Conditional Contract award is subject to execution of a written contract and as a result, this Notice does NOT constitute the formation of a contract between the County and the apparent successful vendors. Vendors shall not acquire any legal or equitable rights relative to the contract services until a contract containing terms and conditions acceptable to the County is executed. ADMHS further reserves the right to cancel this Notice of Conditional Contract Award at any time prior to the execution of a written contract.

Ole Behrendtsen, MD
Medical Director
Assistant Director

Lindsay Walter
Interim CFO
Finance

Chris Ribeiro
Interim CFO
Finance

As stated in the RFP, all responses to the RFP become the property of the County and will become public information upon submission of the negotiated contract to the Board of Supervisors.

This award decision is conditioned upon final approval by the Board of Supervisors and the successful negotiation of a contract. A Statement of the Appeal Process has been provided with this letter, see the following page.

Thank you for your interest in doing business with the County of Santa Barbara.

Sincerely,

Qiuana Lopez
Contracts Analyst

STATEMENT OF APPEAL PROCESS

Any person aggrieved by an award decision may appeal the selection decision made by ADMHS in writing during the period between January 28th and February 3rd. The appeal must be directed to the ADMHS Director stating the reasons, law, rule, regulation or practice on which the protest is based. Appeals made after 5:00 PM on February 3rd, 2016 will not be considered. ADMHS will notify the applicant of receipt of the appeal. The Appeal Committee's decision will be final and may not be appealed. ADMHS will give written notice to each appealing applicant, setting forth the final outcome of the appeal.

