



COUNTY OF SANTA BARBARA

PURCHASING AGENT
105 EAST ANAPAMU ST. RM. 304
SANTA BARBARA, CA 93101

ORDER

CN17831

Page No.
1 of 2

PO Date
MAR/09/2015

REFER INQUIRIES TO BUYER:

GLORIA NESS
Phone: 805-568-2691
Fax: 805-568-2705

SHIP-TO: ADMHS - AS DIRECTED

SUPPLIER: Attn: GENERAL MANAGER

~~EVERGREEN PHARMACEUTICALS~~ Evergreen Pharmaceutical of California, Inc.
~~OF CALIFORNIA DBA OMNICARE~~ dba Omnicare of Southern California
8220 REMMET AVENUE
CANOGA PARK, CA 91304

Phone: 909-217-9479

BILL TO: ADMHS - FISCAL
429 N. SAN ANTONIO RD.
SANTA BARBARA, CA 93110
Phone: 805/681-5168

TERMS	F.O.B.	SUPPLIER CODE	DELIVERY DATE	REQUESTED BY	REQ. NO.
NET 30	N/A	23746	JUN/30/2015	D MORALES	14-097

LN	QUANTITY	G/L ACCOUNT DESCRIPTION	PRICE/UNIT	EXTENSION
1	1 EA	0044+043+7405+3500+0000+0000	25,000.00 /EA	25,000.00

Evergreen Pharmaceutical of California, Inc.
~~Evergreen Pharmaceutical of California, Inc.~~ - Vendor #23746 - Pharmaceuticals / Pharmacy Supplies

SERVICE CONTRACT

GENERAL: Provide independent contractor pharmacy product and services for PHF inpatient and discharge services as provided in Standard Terms, Additional Terms and Conditions, Exhibit A SOW, Exhibit A-1 SOW, Exhibit B, Exhibit D and Exhibit X attached.

CONTRACT PERIOD: March 9, 2015 through June 30, 2015.

LIMITATIONS: Total expenditure for the period shall not exceed \$25,000.00. Any increase or decrease in this total amount may be authorized only upon written notice from the County Purchasing Manager.

STANDARD TERMS & CONDITIONS FOR INDEPENDENT CONTRACTORS (ver. 2014 05 16) attached.

Insurance documents already on file in Purchasing Division.

THIS CONTRACT IS NOT VALID FOR AMOUNTS IN EXCESS OF ONE HUNDRED THOUSAND DOLLARS (\$100,000)

NOTE TO CONTRACTOR: No payment will be due or payable unless this contract is properly executed and returned to the County Purchasing Office. Do not commence performance until you have executed this contract and returned it to the County of Santa Barbara Purchasing Division, 105 E. Anapamu St, RM 304, Santa Barbara, CA 93101.

Accepted By: (X) Jonathan D. Kukulski

Print Name/Title: Jonathan D. Kukulski, Secretary Date: 3/9/2015

Applicable License # (Medical/Contractor/Etc): _____

Continued on next page...

- (1) The order number and Bill to dept. name shown above must appear on all invoices, shipping papers, packages and correspondence.
- (2) Mail invoices to the "bill to" address.
- (3) All duty and/or taxes must be shown separately on invoice where applicable.
- (4) This order is subject to the terms and conditions stated, including non-discrimination in employment, hazardous chemicals and equipment safety standards, that are available for viewing at www.countyofsb.org

Alpine G. Ness
COUNTY OF SANTA BARBARA

This order is being tracked by:

Supplier





COUNTY OF SANTA BARBARA

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SANTA BARBARA, CA 93101

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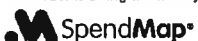
LN	QUANTITY	G/L ACCOUNT DESCRIPTION	PRICE/UNIT	EXTENSION
			Tax 1:	0.00
			Tax 2:	2,000.00
			Total:	27,000.00

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COUNTY OF SANTA BARBARA

Supplier

This order is being tracked by:





STANDARD TERMS & CONDITIONS FOR INDEPENDENT CONTRACTORS

THESE TERMS & CONDITIONS apply to the Contract established between the County of Santa Barbara, a political subdivision of the State of California ("we/us/our") by its Purchasing Division ("Purchasing"), and the individual or entity identified as "Vendor" on the Contract form to which this document is attached ("you/your"), including your agents, employees or sub-contractors. Your signature means you've read and accepted these terms and conditions.

1. **SCOPE OF SERVICES / COMPENSATION.** You agree to provide services to us, and we agree to pay you, according to the attached Statement of Work. (The term "Statement of Work" refers to all attached language describing the services to be performed and the compensation to be paid, whether found in a Proposal, Estimate, Quote, correspondence, and/or any other attached document, and includes the narrative text appearing on the Contract form, plus any subsequent amendment.) All work is to be performed under the direction of the "Designee" (that is, the person designated by the department identified in the Ship-To box on the Contract form). Payment will be subject to satisfactory performance as determined by the Designee. You will be entitled to reimbursement for only those expenses specifically identified in the Statement of Work.
2. **STATUS AS INDEPENDENT CONTRACTOR.** You will perform all of your services under this Contract as an independent contractor and not as our employee. You understand and acknowledge that you will 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. You warrant that you are authorized by law to perform all work contemplated in this Contract, and you agree to submit, upon request, verification of licensure or registration, or other applicable evidence of official sanction.
3. **BILLING & PAYMENT.** You must submit your invoice, which must include the contract number we assign (see Contract form), to the Bill-To address on the Contract form, following completion of the increments identified in the Statement of Work. Unless otherwise specified in the Contract, we will pay you within thirty (30) days from presentation of invoice.
4. **TAXES.** We will not be responsible for paying any taxes on your behalf, and should we be required to do so by state, federal, or local taxing agencies, you agree to promptly reimburse us for the full value of such taxes paid plus interest and penalty assessed, if any. These taxes include, but are not limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.
5. **CONFLICT OF INTEREST.** You covenant that you presently have no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. You further covenant that in the performance of this Contract, you will employ no person having any such interest.
6. **OWNERSHIP OF DOCUMENTS.** We will be the owner of the following items incidental to this Contract, upon production and whether or not completed: all data collected, all documents of any type whatsoever (paper or electronic), and any material necessary for the practical use of the data and/or documents from the time of collection and/or production, whether or not performance under this Contract is completed or terminated prior to completion. You will not release any materials under this paragraph except after our prior written approval.
- 6.1. **Copyright.** No materials produced in whole or in part under this Contract will be subject to copyright in the United States or in any other country except as determined at our sole discretion. We will have the unrestricted authority to publish, disclose, distribute, and otherwise use in whole or in part, any reports, data, documents or other materials prepared under this Contract.
7. **RECORDS, AUDIT, AND REVIEW.** You must keep such business records pursuant to this Contract as would be kept by a reasonably prudent practitioner of your profession, and will maintain those records for at least four (4) years following the termination of this Contract. All accounting records must be kept in accordance with generally accepted accounting practices. We will have the right to audit and review all such documents and records at any time during your regular business hours or upon reasonable notice.
8. **INSURANCE AND INDEMNIFICATION.** You agree to the indemnification and insurance provisions as set forth in Exhibit X attached hereto and incorporated herein by reference. The Exhibit refers to "COUNTY" in lieu of ("we/us/our") and "CONTRACTOR" in lieu of ("you/your").
9. **NONDISCRIMINATION.** The County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Contract and is incorporated into the Contract by this reference with the same force and effect as if the ordinance were specifically set out herein, and you agree to comply with that ordinance.
10. **NONEXCLUSIVE AGREEMENT.** You understand that this is not an exclusive Contract and that we have the right to negotiate with and enter into contracts with others providing the same or similar services as those you provide. You must disclose to Purchasing any other contracts under which you are providing services to the County.
11. **ASSIGNMENT.** You will not assign any of your rights nor transfer any of your obligations under this Contract without our prior written consent, and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.
12. **TERMINATION.** *For Convenience:* Either you or we may, for any reason, prior to the expiration date of this contract, terminate this contract upon thirty (30) days notice in writing to the other. *For Cause:* Upon a material breach of the Contract by either you or us, the other may terminate by written notice as specified in paragraph 13.
- 12.1. *Work In Progress.* Unless otherwise directed in the notice of termination, all work under the Contract must be immediately halted, and you must deliver to us all documents specified in paragraph 6.
- 12.2. *Payment.* We will pay you for services evident to, and performed to the satisfaction of, the Designee prior to notice of termination. However, in no event will we pay you any amount that exceeds the stated value of this Contract, nor for profit on unperformed portions of service. You must furnish to us, if requested, such financial information as we determine necessary to assess the reasonable value of any services you may have performed prior to any termination. In the event of any dispute, our conclusion will be final and binding. These provisions are cumulative and will not affect any right or remedy which we may have in law or equity.
13. **NOTICE.** *From You:* You must send or deliver any required notice to both the Designee and to Purchasing at the addresses appearing on the Contract form. *From Us:* Either Designee or Purchasing must send or deliver any required notice to you at the address last known to the sender, with a copy also sent to the other of us. *Effective Date:* Notices mailed by US Postal Service first-class, receipt of which is unacknowledged, are effective three days from date of mailing. Other notices are effective upon delivery by hand, proof of delivery by common carrier, or acknowledgement of receipt, whichever is earlier.
14. **AMENDMENT.** This Contract may be altered, amended or modified only by an instrument in writing (executed by Purchasing) and by no other means.
15. **PARKING.** This Contract does not entitle you to park in any County lot at the Santa Barbara downtown complex. Failure to comply may result in your vehicle being ticketed or towed without notice. Exceptions for extraordinary circumstances may only be made upon prior written approval of the Parking Coordinator (568-2650). For on-street parking for construction or delivery operations, you may instead wish to seek a "Parking Restriction Waiver Permit" from the City of Santa Barbara (564-5385). Public parking lots are available across from the County's downtown complex along Anacapa Street.
16. **CALIFORNIA LAW.** This Contract is governed by the laws of the State of California. Any litigation regarding this Contract or its contents must 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.
17. **PRECEDENCE.** In the event of conflict between the provisions contained in these numbered paragraphs and the provisions contained in the Statement of Work, the provisions of this document shall prevail unless 1) otherwise specified on the Contract form to which this document is attached, or 2) waived by amendment hereon with dated initials of Purchasing staff.

ADDITIONAL TERMS AND CONDITIONS

FOR SERVICES OF INDEPENDENT CONTRACTOR

1. 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. 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.

2. 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.

ADDITIONAL TERMS AND CONDITIONS

- 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 as provided in Section 17. If such funding is reduced, County in its sole discretion shall determine which aspects of the Agreement shall proceed and 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.

ADDITIONAL TERMS AND CONDITIONS

3. COMMUNICATION.

Contractor shall acknowledge in any public announcement regarding the program that is the subject of this Agreement that Santa Barbara County Alcohol, Drug, and Mental Health Department provides all or some of the funding for the program.

4. 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. Requests for changes to the terms and conditions of this agreement after April 1 of the Fiscal Year for which the change would be applicable shall not be considered. All requests for changes shall be in writing. Changes shall be made by an amendment pursuant to this Section. Any amendments or modifications that do not materially change the terms of this Agreement (such as changes to the Designated Representative or Contractor's address for purposes of Notice) may be approved by the director of Alcohol, Drug & Mental Health Services. The Board of Supervisors of the County of Santa Barbara must approve all other amendments and modifications.

5. 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.

6. 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.

7. PRIOR AGREEMENTS.

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

8. NOTIFICATION REQUIREMENTS. Contractor shall notify County ADMHS Director or designee immediately in the event of: suspected or actual misappropriation of any funds under Contractor's control; any known serious complaints against licensed staff; any restrictions in practice or license as stipulated by the State Bureau of Medical Quality Assurance, Community Care Licensing Division of the Department of Social Services of the State, or other State agency; any staff privileges being restricted at a hospital; any legal suits being initiated specific to Contractor's practice; any criminal investigation of the

ADDITIONAL TERMS AND CONDITIONS

Contractor being initiated; or any other action being instituted which affects Contractor's license or practice.

9. 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, in duplicate, to ADMHS Contracts Division.
- B. Contractor shall ensure that all staff providing services under this contract retain active licensure. In the event license status cannot be confirmed, the staff member shall be prohibited from providing services under this contract.
- C. If Contractor is a participant in the Short-Doyle/Medi-Cal program, Contractor shall keep fully informed of all current Short-Doyle/Medi-Cal Policy Letters, including, but not limited to, procedures for maintaining Medi-Cal certification of all its facilities.

10. REPORTS. Contractor shall maintain records and make statistical reports as required by County and the California State Department of Mental Health. Upon County's request, Contractor shall provide reports as required by County concerning Contractor's activities as they affect the services hereunder.

11. STANDARDS.

- A. Contractor agrees to comply with Medi-Cal requirements and be approved to provide Medi-Cal services based on Medi-Cal site certification, per Exhibit 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.

EXHIBIT A

STATEMENT OF WORK

1. **Evergreen Pharmaceutical of California, Inc. doing business as Omnicare of Southern California**, located at 8220 Remmet Avenue, Canoga Park, California 91304 (Contractor) shall provide regular and emergency pharmacy products and services to the Santa Barbara County Alcohol, Drug, and Mental Health (ADMHS) Psychiatric Health Facility (PHF) located on the First Floor, 315 Camino Del Remedio, Santa Barbara, CA 93110 effective March 9, 2015.
2. Contractor and ADMHS PHF 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 Statement of Work.
3. **Responsibilities of Pharmacy.** An affiliate of Omnicare, Inc. ("Omnicare"), is licensed and capable of providing prescription and nonprescription pharmaceutical products (collectively, "Pharmacy Products"), and related services (collectively, "Pharmacy Products and Services"), which Community and its residents desire to purchase.

A. General Services:

1. Provide pharmacy products and services to PHF and its residents in accordance with Title 22 and all applicable laws.
2. Deliver pharmacy products to P H F three (3) times daily Monday through Friday and twice (2) daily Saturday and Sunday or as otherwise mutually agreed by the parties.
3. Provide House Stock upon request.
4. Label all pharmacy products in accordance with applicable laws.
5. Maintain a drug profile on each PHF resident serviced by Pharmacy.
6. Conduct, when requested and as mutually agreed to by the parties, in-service education programs on subjects related to pharmacy products and services.
7. Provide drug information and consultation to PHF's licensed professional staff regarding pharmacy products ordered.
8. Collaborate with PHF staff to coordinate pharmacy documentation processes.
9. Perform a quarterly review 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.
10. Perform, when requested by PHF staff and subject to applicable state regulations, a remote resident medication assessment for each resident, provided that no more than four such assessments shall be provided for any resident in any 12-month period.

EXHIBIT A

STATEMENT OF WORK

11. Have a Pharmacist on call for "Emergency" services twenty-four (24) hours a day, seven (7) days a week.
12. Attend committee meetings as necessary, including but not limited to Quality Assurance meetings. Additionally, Pharmacist shall inform physicians via memo of formulary changes and requirements for Treatment Authorization Requests (TAR).
13. Shall 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 compliance with 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.
 - 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 Drug Services:

1. Provide any Pharmacy product needed on an emergency basis as promptly as is reasonably practicable. If permitted by applicable law and requested by PHF.
2. Provide, maintain and replenish, in a prompt and timely manner, an emergency drug supply ("E-Kit"). E-Kits shall be the property of Pharmacy. All withdrawals from E-Kits by PHF personnel shall be pursuant to a valid physician order in compliance with applicable law and shall be billed in accordance with Exhibit B.

C. Medical Records:

1. Pharmacy shall provide computerized Physician Order Sheets, Medication Administration Records and Treatment Records to PHF upon request.

D. Dispensing:

1. Medications will be provided in such fills as are determined by Pharmacy to be appropriate, unless Pharmacy and PHF otherwise mutually agree.
2. Dispensing fee shall be payable with respect to each fill. Any failure by Pharmacy 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 the Pharmacy's right to charge and collect, such fee.

EXHIBIT A

STATEMENT OF WORK

E. Consultant Services:

1. Shall perform on-site client chart review of resident's medication regimen on a monthly basis and give quarterly written summary reports on these findings by consultant pharmacist.
2. Provide consultation regarding the disposal of medications.
3. Provide any other service to be performed on-site or off-site by consultant pharmacist at the request of PHF.

F. Disposal:

1. Dispose of all medications not used by the PHF in accordance with applicable provisions in the California Administrative Code. This medication is to be picked up by Contractor from PHF and returned to Contractor for credit.

G. Omniview:

1. Provide access to designate PHF staff to Contractor's Omniview web-based system in accordance with Exhibit A-1.

H. Discharge Medication:

1. Establish a separate billing account for discharge medications to clients of the PHF.
2. Provide discharge medications to clients of the PHF.
3. 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.
4. 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 PHF.** A Psychiatric Health Facility for which it which it requires pharmaceutical products and related services in accordance with Title 22 and other applicable Laws:

A. General:

1. Implement Pharmacy's policies and procedures.
2. Give Pharmacy access to all reasonably required resident records.
3. Make available to Pharmacy adequate working and storage space to allow Pharmacy to perform its obligations under this Agreement.
4. Order exclusively from Pharmacy all pharmacy products and services required for individual residents.

EXHIBIT A

STATEMENT OF WORK

5. Promptly notify Pharmacy of any changes in resident medication upon receipt of physicians' orders.
6. Promptly notify Pharmacy of any room transfer or the discharge of any resident.
7. Guarantee payment for medications provided to clients of the PHF. County shall provide reimbursement for discharge medications only when reimbursement is not available from other sources, as described in Exhibit B.

B. Admissions:

1. Upon the move-in of each new resident, Community shall provide information to such resident (or such resident's responsible party) about the Pharmacy Products and Services provided by Pharmacy and any applicable policies and procedures of Pharmacy.

C. Discharge Medication:

1. 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.

- E. Pharmacy Documents:** Community shall not reproduce or permit the reproduction of Pharmacy'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.

F. Dispose of medication not used by PHF in the following manner:

1. All narcotics shall be disposed of within the PHF by a PHF Registered Nurse and a Pharmacist.
2. 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.
3. All other medication necessitating disposal shall be processed via a separate vendor.

EXHIBIT A-1
STATEMENT OF WORK
OMNICARE OMNIVIEW

1. Program Description. The Omnicare Omniview™ web-based system, which includes the website portal and information (collectively, the "System"), provides access to patient clinical and financial information. The System is proprietary and for use in the creation, management, and storage of Contractor, County and Resident data. The System is designed to provide County with retrievable management information and other value-added functionality to deliver client care and services.
2. Contractor Obligations. Contractor shall:
 - A. Configure the accounts for County's assigned system administrators and/or users.
 - B. Establish County account within the System.
 - C. Provide administrative access to County's assigned system administrators within fifteen (15) days after Contractor has been provided the necessary information from County to configure the System for County's account.
 - D. Provide website tools for the administration of user accounts.
 - E. Provide technical support to the system administrators.
3. County Obligations. County shall:
 - A. Designate a System administrator and provide Contractor other information necessary to establish County's and designated user accounts.
 - B. Assure System security and notify Contractor immediately of any change in the authorized system administrators.
 - C. Provide a secure Internet connection and computer hardware using a high speed Internet connection between County and the Internet.
 - D. Provide and maintain user accounts so authorized by County's system administrators.
4. Material Default. Failure by County to adhere to any requirement of this Exhibit A-1 is considered a material failure by County to perform its obligations under the Agreement and will be a basis for Contractor to terminate the Agreement.
5. Modification/Termination. Contractor may unilaterally, at any time and in its sole discretion, amend, modify, revise, update or otherwise change or terminate all or part of the System and/or this Exhibit A-1.
6. Rights Upon Termination. Upon termination of this Exhibit A-1, all rights granted to County hereunder will immediately cease, and County must permanently desist from the further use of the System and withdraw all login rights of all users. County must return to Contractor any and all materials provided by Contractor, including Confidential Information in County's possession. Termination of access to Omniview™ by Contractor shall have no effect on the pharmaceutical services described in this Agreement.

EXHIBIT A-1

STATEMENT OF WORK

OMNICARE OMNIVIEW

7. County acknowledges and understands that County's use of Contractor's System is contingent and dependent upon the prior provision by County of information required by Contractor for System set up and implementation. Accordingly, County agrees to provide such information so required by Contractor by designating a County corporate or facility representative who will be responsible for the System and will cooperate with Contractor to accomplish System set up and implementation.

EXHIBIT B
PAYMENT ARRANGEMENTS

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 \$25,000.
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 detail and provide supporting documentation to enable an audit of the charges.
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 Section E, 1, 2 and 3.
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:

Alcohol, Drug and Mental Health Services
Attn: Accounts Payable
429 North San Antonio Road
Santa Barbara, CA 93110
7. **Charges for Services.** Medication billing to County shall be divided into two (2) categories:
 - A. Stock medication retained in the Psychiatric Health Facility (PHF). Stock medications shall be pre-paid, delivered to and held by PHF.
 - B. Medication for PHF Clients (Inpatient):
 1. 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.
 2. In the event County has reimbursed Contractor for medications also reimbursed by client, Contractor shall credit County's account for amounts collected.

EXHIBIT B
PAYMENT ARRANGEMENTS

C. Billing for Discharge (Outpatient) Medications:

- i) Discharge Medications shall be defined as those medications dispensed to clients starting the day of 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.
- ii) 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, Contractor shall bill Medi-Cal, third party payors or client, as applicable, for Discharge Medications only. In the event County has reimbursed Contractor for medications also reimbursed by third parties, Contractor shall credit County's account for amounts collected.

D. All medications and supplies shall be billed at: current Medicaid rates when applicable and Average Wholesale Prices when Medicaid rates are not applicable.

E. Consulting services:

- 1. Consultations will be billed at \$65.00 per hour for in-house services.
 - 2. No charges will be made for information calls made by staff after normal hours of operation.
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.

EXHIBIT D

ORGANIZATIONAL SERVICE PROVIDER SITE CERTIFICATION COMPLIANCE REQUIREMENTS

COMPLIANCE REQUIREMENTS. Contractor hereby represents and warrants the following, as applicable:

1. 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.
2. 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 QA/UM.
3. 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.
4. 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 beneficiaries and staff.
5. 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.
6. 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.
7. Contractor has staffing adequate to allow the County to claim federal financial participation for the services the Contractor delivers to beneficiaries.
8. For Contractors that provide or store medications, the Contractor stores and dispenses medications in compliance with all pertinent State and Federal standards, specifically:
 - A. All drugs obtained by prescription are labeled in compliance with Federal and State laws. Prescription labels may be altered only by authorized personnel.
 - B. Drugs intended for external use only or food stuffs are stored separately from drugs for internal use.
 - C. 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.
 - D. Drugs are stored in a locked area with access limited only to those medical personnel authorized to prescribe, dispense, or administer medication.
 - E. Drugs are not retained after the expiration date. IM (Intramuscular) multi-dose vials are to be dated and initialed when opened.
 - F. 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.

EXHIBIT D

ORGANIZATIONAL SERVICE PROVIDER SITE CERTIFICATION
COMPLIANCE REQUIREMENTS

- G. Contractor's Policies and Procedures manual addresses the issues of dispensing, administration and storage of all medications.

EXHIBIT X

Indemnification and Insurance Requirements (For Professional Contracts)

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.

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.

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:

1. **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.
2. **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.
3. **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.
4. **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 X

B. Other Insurance Provisions

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

1. **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).
2. **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.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **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.
5. **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.
6. **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".
7. **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.
8. **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

EXHIBIT X

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.

9. **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.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. 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.
11. **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.