



County of Santa Cruz

HEALTH SERVICES AGENCY

POST OFFICE BOX 962, 1080 EMELINE AVENUE SANTA CRUZ, CA 95061-0962
 (831) 4544066 FAX: (831) 454-4770 TDD: (831) 4544123

AGENCY ADMINISTRATIVE DIVISION

August 26, 2002

AGENDA: September 10, 2002

BOARD OF SUPERVISORS

County of Santa Cruz
 701 Ocean Street
 Santa Cruz, CA 95060

RE: Approval of HSA Contracts and Amendments

Dear Members of the Board:

The Health Services Agency (HSA) requests your Board's approval of a revenue and use agreement extension with Front Street, Inc. which provides payment to the County for the use of County owned property at 126 Front Street in the City of Santa Cruz. Front Street, Inc. has leased this space from the County since 1992 and operates a residential care facility on the premises. A separate agreement is negotiated each year between the County's Mental Health program and Front Street, Inc. for the services provided at the site. This amendment will extend the agreement through June 30, 2007 with no changes to any of the other terms.

HSA also requests your Board's approval of a new consultant agreement with Fran Church to assist staff in the preparation of mental health policies and procedures required to maintain compliance with California State Department of Mental Health (DMH) standards. Ms. Church has worked for many years on DMH policies and procedures for the State. She enjoys a very good reputation as a consultant in this highly specialized area of technical writing and has the focus of the county clearly in mind. The State performs program audits annually and requires that administrative and program changes be reflected in the program's written documentation. This vendor has many years of experience working with these standards at the State level.

An amendment to the agreement with Strategic Healthcare Staffing is needed to incorporate new rates for pharmacists and technicians. This vendor provides contract-staffing coverage for vacancies during position recruitment periods. Due to the national shortage of pharmacists, recruitment for County positions in this highly competitive job market is extremely difficult and very protracted. The contract with Strategic Healthcare Staffing is essential to maintain the HSA Pharmacy and its services to our patients.

HSA requests approval of a revenue agreement with Ramsell Corporation, which will provide payment for medications and pharmacy supplies delivered to beneficiaries of their HIV program plan who are seen in the County's health centers.

Finally, each year, the HSA Public Health program reviews their contractor agreements for compliance with the corresponding grants from the State Department of Health Services to determine performance and financial terms for the new year's agreement. These reviews are generally completed in July for the majority of public health contract providers. However, for two contractors, Santa Cruz AIDS Project (SCAP) and HIV Prevention Project for Injection Drug Users (HPPIDU), additional time is needed to accommodate funding and program changes resulting from

the State Office of AIDS. In order to provide these two contractors sufficient cash flow to continue to operate programs pending finalization and Board approval of their contracts, HSA requests that your Board authorize the Auditor-Controller to make advance payments on these contracts for the month of September, 2002.

Revenues and expenditures associated with the above agreements have been included in HSA's current budget and no additional net county cost is needed nor requested to fund these contracts.

It is, therefore, RECOMMENDED that your Board:

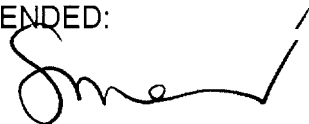
1. Approve the attached agreements with: Front Street, Inc., Revenue Contract No. R-496 in the annual amount of \$142,968 through June 30, 2007, Fran Church, a new agreement at an hourly rate of \$30, Strategic Healthcare Staffing, Contract No. 2529, amending the hourly rates and Ramsell Corporation, a new revenue agreement for medication reimbursement and authorize the Health Services Agency Director, or as their designee the Director of Administrator, to sign; and
2. Authorize the Auditor-Controller to make advance payments for September on the agreements with: Santa Cruz AIDS Project, Contract No. 2057 in the amount of \$8,000.75, Contract No. 1327 in the amount of \$5,874.58, Contract No. 1314 in the amount of \$14,908.00, Contract No. 814 in the amount of \$9,054.66, and Contract No. 1310 in the amount of \$6,358.08; and HIV Prevention Project for Injection Drug Users, Contract No. 2216 in the amount of \$16,372.00

Sincerely,



Rama Khalsa, Ph.D.
Health Services Agency Director

RECOMMENDED:



Susan A. Mauriello
County Administrative Officer

cc: County Administrative Officer
Auditor Controller
County Counsel
HSA Administration

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0137

TO: Board of Supervisors
County Administrative Office
Auditor Controller

FROM: Health Services Agency (Department)

BY: [Signature] (Signature) 8/26/02 (Date)
Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One)

Expenditure Agreement

Revenue Agreement

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of same.

1. Said agreement is between the Health Services Agency - Mental Health (Department/Agency)
and Fran Church, P.O. Box 1147 Aptos, CA 95001 (Name/Address)

2. The agreement will provide technical writing for policies and procedures and other
quality improvement activities as requested.

3. Period of the agreement is from July 1, 2002 to June 30, 2003

4. Anticipated Cost is \$ 30/hour Fixed MONTHLY Rate Annual Rate Not to Exceed
hourly

Remarks: Auditor: PLEASE ENCUMBER \$30,000

5. Detail: On Continuing Agreements List for FY _____ . Page CC-_____ Contract No: _____ OR 1st Time Agreement
 Section II No Board letter required, will be listed under Item 8
 Section III Board letter required
 Section IV Revenue Agreement

6. Appropriations/Revenues are available and are budgeted in 363104 (Index) 3665 (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT ATTACHED COMPLETED AUD-74 OR AUD-60

Appropriations are available and will be encumbered.
are not available and will be encumbered.

Contract No: 22864

By: [Signature]
Auditor-Controller Deputy

Date: 9/3/02

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize
Health Services Administrator (Dept/Agency Head) to execute on behalf of the

Health Services Agency

(Department/Agency)

Date: 7/04/02

By: [Signature]
County Administrative Office

Distribution:

Board of Supervisors - White
Auditor Controller - Canary
Auditor-Controller - Pink
Department - Gold

State of California
County of Santa Cruz

I, _____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,
State of California, do hereby certify that the foregoing request for approval of agreement was ap-
proved by said Board of Supervisors as recommended by the County Administrative Office by an
order duly entered in the minutes of said Board on _____ 20__

ADM - 29 (8/01)

Title Section 300 Proc Man

By: Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

| CO | \$ | | | | | |
|---------------------|-----------|-------|------------|-----------|------|--|
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| TC1:0 | \$ | | | | | |
| Auditor Description | Amount | Index | Sub object | User Code | | |

32

The COUNTY OF SANTA CRUZ through the
HEALTH SERVICES AGENCY – Mental Health and Substance Abuse Services
324 Encinal Street, P.O. Box 962, Santa Cruz CA 95061-0962

0138

hereinafter called COUNTY and:

FRAN CHURCH
PO Box 1147
Aptos, CA 95001
Phone: (831) 662-8726

hereinafter called CONTRACTOR for: technical writing for policies and procedures and other quality
improvement activities as requested.

WHEREAS CONTRACTOR possesses certain **skills**, experience, education and competency to perform the
special services and, COUNTY desires to engage CONTRACTOR for such special services upon the terms
provided; and

WHEREAS pursuant to the provisions of California Government Code, Section 31000, the BOARD OF
SUPERVISORS of COUNTY is authorized to enter into an agreement for such services.

NOW, THEREFORE, the parties hereto do mutually agree as set forth in:

| <u>EXHIBIT</u> | <u>TITLE</u> |
|----------------|---------------------------------------|
| A | Duties and Compensation |
| B | Standard Personal Services Provisions |

Said exhibits attached hereto are incorporated into this Agreement by this reference.

IN WITNESS THEREOF, COUNTY AND CONTRACTOR have executed this Agreement to be effective:

July 1, 2002 through June 30, 2003

CONTRACTOR

COUNTY

Fran Church

Fran Church
CONTRACTOR

HEALTH SERVICES AGENCY

Approved as to Form:

Hanya Chukhman RB
County Counsel *8-6-02*

Suffix: 01
Index: 363104
Subobject: 3665
Amount: \$30 per hour
Total Contract Amount: N/A

Standard Insurance Requirements
Certain Insurance Provisions Waived

Joret McKinley 8-5-2002
Risk Management

Distribution:
Clerk of the Board
Auditor-Controller
Health Services Agency
Mental Health and Substance Abuse Services
Contractor

COUNTY OF SANTA CRUZ
EXHIBIT A - DUTIES AND COMPENSATION

1. DUTIES. Provide technical writing for policies and procedures and other quality improvement activities as requested. CONTRACTOR further agrees to comply with COUNTY'S policy and procedures concerning confidentiality.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR a rate of \$30.00 per hour. Compensation includes any and all reimbursement due to the CONTRACTOR for duties performed, including reimbursement for per diem and any travel and/or materials needed to perform this service.

EXHIBIT B - PERSONAL SERVICES PROVISIONS

- 1. EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving thirty (30) days written notice to the other party.
- 2. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which shall include, without limitation, its officers, agents, employees and volunteers) from and against:
 - a) Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this contract, including but not limited to the use, misuse, or failure of any equipment, materials, tools, supplies or other property furnished to CONTRACTOR by COUNTY, excepting any liability arising out of sole negligence of the COUNTY. Such indemnification includes any damage to the person(s) or property(ies) of CONTRACTOR and third persons.
 - b) Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, social security and payroll tax withholding).
- 3. INSURANCE. CONTRACTOR, at its sole cost and expense, and for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONTRACTOR's insurance coverage and shall not contribute to it.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement, unless CONTRACTOR and COUNTY both initial here _____ I _____

a. Types of Insurance and Minimum Limits

- (1) Worker's Compensation in the minimum statutorily required coverage amounts. (Not required if CONTRACTOR has no employees).
- (2) Automobile Liability Insurance for each of CONTRACTORS vehicles used in the performance of this Agreement, including owned, non-owned (e.g., owned by CONTRACTORS employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage.
- (3) CONTRACTOR represents to COUNTY that it will accomplish the result required by this contract by manner and means which will expose no person to reasonably

foreseeable risk of personal injury or property damage, namely as follows: providing technical writing services. In reliance thereon, COUNTY hereby waives the requirement for Comprehensive or Commercial General Liability Insurance.

b. Other Insurance Provisions

(1) If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonable affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed reasonable.

(2) CONTRACTOR hereby covenants and represents that it will notify COUNTY in writing at least thirty (30) days prior to cancellation or non-renewal of any insurance coverage required herein.

(3) CONTRACTOR agrees to provide COUNTY, at or before the effective date of this Contract, with a copy of the face page of any required insurance coverage in force on the effective date of this Contract and any new or renewal policies effective during the term of the Contract.

(4) Any required notification or copies of documents shall be sent to: Health Services Agency, County of Santa Cruz, 1080 Emeline Ave., P.O. Box 962, Santa Cruz, CA 95061-0962.

4. EQUAL EMPLOYMENT OPPORTUNITY. During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:

a. CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other nonmerit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

b. If this Agreement provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:

(1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, national origin,

EXHIBIT B, 2002-2003

ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR'S solicitation of goods and services. Definitions for Minority/Women/Disabled Owned Business Enterprises are available from the COUNTY General Services Purchasing Division.

(2) The CONTRACTOR shall furnish COUNTY Equal Employment Opportunity Office information and reports in the prescribed reporting format (PER 4012) identifying the sex, race, physical or mental disability, and job classification of its employees and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority/Women/Disabled Business Enterprises.

(3) In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements with the COUNTY.

(4) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 13b. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

5. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST: The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS: (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools, and workplace; (9) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business. It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors which indicate that CONTRACTOR is an independent contractor.

By their signatures to this Agreement, each of the undersigned certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Agreement is, in fact, an independent contractor.

6. NONASSIGNMENT. CONTRACTOR shall not assign this Agreement without the prior written consent of the COUNTY.
7. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.
8. ACKNOWLEDGMENT. CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the CONTRACTOR.
9. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0144

TO: Board of Supervisors
County Administrative Office
Auditor Controller

FROM: Health Services Agency (Department)

BY: [Signature] (Signature) 8/26/02 (Date)

Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One) Expenditure Agreement Revenue Agreement

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of same.

- 1. Said agreement is between the Health Services Agency - Mental Health (Department/Agency) and Front St., Inc. 303 Potrero St., Suite 1A, Santa Cruz, CA 95060 (Name/Address)
- 2. The agreement will provide a 5-year extension to the existing Use Agreement in which Front St. Inc. rents County owned property at 126 Front Street.
- 3. Period of the agreement is from July 1, 2002 to June 30, 2007
- 4. Anticipated Cost is \$142,968 through June 30, 2003 Fixed Monthly Rate Annual Rate Not to Exceed

Revenue

Remarks:

- 5. Detail: On Continuing Agreements List for FY - Page CC- Contract No: R-496 OR 1st Time Agreement
- Section II No Board letter required, will be listed under Item 8
- Section III Board letter required
- Section IV Revenue Agreement Amendment

6. Appropriations/Revenues are available and are budgeted in 131215 (Index) 133150 (Sub object) 0440

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

~~Appropriations are available and have been encumbered.~~
~~are not available and will be encumbered.~~

Contract No: R-496

By: [Signature] Auditor-Controller Deputy Date: 9/3/02

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize Health Services Administrator (Dept/Agency Head) to execute on behalf of the

Health Services (Department/Agency)

Date: 9/04/02

By: [Signature] County Administrative Office

Distribution:

Board of Supervisors - White State of California
Auditor Controller - Canary County of Santa Cruz
Auditor-Controller - Pink I ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,
Department - Gold State of California, do hereby certify that the foregoing request for approval of agreement was approved by said Board of Supervisors as recommended by the County Administrative Office by an order duly entered in the minutes of said Board on 20

ADM - 29 (8/01) Title I, Section 300 Proc Man By: Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

| CO | \$ | | | | | |
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| TC110 | | \$ | | / | | |
| 32 Auditor Description | | Amount | Index | Sub object | User Code | |

Revenue Agreement No. R-496

USE AGREEMENT
Front Street, Inc.
County of Santa Cruz

Amendment to 1992/97 Use Agreement

The COUNTY hereto agrees to amend that certain Use Agreement dated July 1, 1992 and thrice amended, County Contract No. R-496, **by** changes as follows:

Section 4, Term, Paragraph 1 is deleted and replaced as follows:

The term of this Agreement shall be for five (5) years commencing July 1, 2002 and ending June 30, 2007 unless terminated as hereinafter provided.

This Amendment shall remain in effect through June 30, 2007. All other provisions, of said agreement, shall remain the same.

Dated: July 30, 2002

By Ann Butler
Ann Butler, President
Front Street, Inc.
303 Potrero St., Suite 1A
Santa Cruz, CA 95060

By _____
Health Services Agency

APPROVED AS TO FORM:

Harry A. Oberhelman III
County Counsel 7/25/02

Revenue Agreement No. R-496
 Revenue Index No. 77042
 Revenue Account No. 94211
 Mice Reserve Trust Fund #1311

USE AGREEMENT

between
 FRONT STREET, INC.
 126 Front Street
 Santa Cruz, CA 95060

and
 COUNTY OF SANTA CRUZ

The **Use Agreement** made and entered into this **1ST** day of **JULY, 1992**, by and between **Front Street, Inc.**, hereinafter referred to as **CONTRACTOR** and **County of Santa Cruz**, hereinafter referred to as **COUNTY**

1. Utilization of Property. CONTRACTOR shall use the property herein for providing services to the residents of this residential care facility. A separate Service Contract **is** negotiated annually between County's Community Mental Health Services and Front St., Inc. If the Service Contract **is** terminated, this Use Agreement shall likewise **be** terminated. To the extent this Agreement and the Service Contract are in conflict, this Agreement **is** controlling.
2. Description of Premises. CONTRACTOR shall have use and possession of the premises as described in Exhibit A, hereinafter collectively the "premises."
3. Use Fee. It **is** agreed and understood that CONTRACTOR shall pay the COUNTY **an** annual use fee for the use of said property as scheduled in the attached Exhibit "B", Payment Schedule). Payments are due and payable on or before the fifteenth of each month.

It **is** mutually agreed and understood that this Use Fee **is** calculated to include: (a) all annual costs incurred by the COUNTY in financing acquisition of the property, hereafter referred to as the "Repayment Amount"; and (b) an amount calculated at 5.00% **of** the Repayment Amount which shall constitute the Maintenance Reserve. Exhibit B shows a five year use fee schedule. At the end of five years, if the option to extend the lease **is** exercised, exhibit B will be revised and extended to cover the period of the option.

4. Term. The term of this Agreement shall be for five (5) years commencing July 1, 1992 and ending June 30, 1997 unless terminated as hereinafter provided.

This Agreement **may** be extended for an additional period of five years at CONTRACTOR'S written request made not more than thirty (30) days before the ending date subject to other terms and conditions, provided CONTRACTOR **is** not in default **of** any of the provisions herein.

5. Not applicable.

6. Waste. CONTRACTOR agrees not to commit, suffer, or permit any waste on said property. CONTRACTOR further agrees to comply with all State laws, local ordinance or other government regulations pertaining to the use of the property which may be required by the proper authorities.
7. Liability. CONTRACTOR agrees to indemnify, defend, and hold harmless the COUNTY, its officers, employees and agents from and against any and all claims, demands, costs, liability, and actions arising out of the use, activities or premises of Contractor.

(a) General Liability Insurance. CONTRACTOR shall maintain during the term of this agreement comprehensive general liability insurance. Such insurance shall be in an amount not less than \$1,000,000 per occurrence, combined single limit. The comprehensive general liability insurance shall include complete personal injury and property damage coverage and shall include contractual liability coverage reasonably sufficient to meet any potential liability arising out of this agreement and the hold harmless clause herein.

All such insurance shall name the COUNTY as an additional insured and shall include cross liability in favor of the County. Such insurance shall not be subject to cancellation, reduction in coverage or refusal to renew with less than thirty days advance written notice to the County. CONTRACTOR shall submit to the County Auditor-Controller a certificate of such insurance on a County certificate form.

(b) Worker's Compensation Insurance. CONTRACTOR shall maintain Worker's Compensation insurance in conformance with the Worker's Compensation Laws of the State of California during the term of this Agreement. CONTRACTOR shall submit to the County Auditor-Controller a certificate of such insurance.

8. Utilities. CONTRACTOR shall make arrangements for and pay for all utilities and services furnished to or used by it, including, without limitation, gas, electricity, water, telephone service, and trash collection, and for all connection charges.
9. Maintenance. Except for major maintenance requirements, CONTRACTOR at its sole cost and expense and without cost to COUNTY, shall maintain and preserve the premises in good repair and working order and shall perform the functions of routine maintenance, repair and preservation of the premises.

Major maintenance requirements shall be limited to the following: roof repairs or replacement, HVAC system replacement or repairs costing more than 50% of the cost of replacement of the unit involved, exterior building painting, repairs and resurfacing of parking areas, repairs to unexposed plumbing (without direct access) and electrical, structural repairs involving foundation, exterior walls and bearing walls. Routine maintenance, repair and preservation of the premises shall include, but not be limited to, the following: landscaping, maintenance cleaning, and sweeping the grounds, custodial services, grounds maintenance including operation and repair of any sprinkler systems, cleaning and replacement of interior furnishings, interior painting, repair of electrical and plumbing fixtures, repair of appliances, repair of windows, shades or awnings, and repair of all miscellaneous hardware such as doors, locks and built-in cabinets, replacement of lighting. If

problems develop in HVAC equipment, plumbing, electrical or drainage system, which could be adjusted or repaired by an outside service call, CONTRACTOR shall arrange and be responsible for the cost of necessary service work.

There will be no substantial alteration in the improvements without the consent of County and such consent shall not be unreasonably withheld. Title to all personal property, both existing and future, placed in the facility by Contractor shall remain with Contractor, with the exception of fixed assets purchased pursuant to the Service Contract between COUNTY and CONTRACTOR. All such fixed assets shall become the property of the County and Title to all personal property and fixtures placed in the facility by the County shall remain with County.

10. Amendments. Notwithstanding anything contained herein to the contrary, the provisions of the Agreement may be altered, changed, or amended by mutual written consent of the parties hereto.
11. Default. The violation by Contractor of any of the terms or conditions set forth herein or a termination by County of the Service Contract shall constitute a default and cause for cancellation of the Agreement. COUNTY shall notify CONTRACTOR in writing of any alleged defaults and CONTRACTOR will be given thirty (30) days in which to cure the default.
12. Reservation of Right to Construct and Maintain Utility Facilities. COUNTY reserves the right to construct and maintain utility facilities, including water mains, sewers, electric and telephone lines and storm drainage across the property being used herein. COUNTY will provide reasonable notice to CONTRACTOR in the event construction or maintenance of utility facilities is required. Such maintenance or construction shall not interfere with Contractor's peaceful operation of its program.
13. Reimbursement for Property and Fire Damage Insurance. The COUNTY shall procure and maintain throughout the term of this Agreement, property damage and fire insurance against loss or damage to the premises, including window coverings therein, said policy to be on a replacement cost basis. CONTRACTOR shall reimburse the COUNTY for the cost of such insurance upon receipt of separate billing from the COUNTY and said costs shall be, in addition to, the use fee. CONTRACTOR shall be responsible for maintaining insurance coverage for all personal property on the premises.
14. Right of Inspection. The County and its agents shall have the right at all reasonable times during business hours to enter into and upon the premises for the purpose of inspecting the premises. COUNTY must notify CONTRACTOR twenty-four (24) hours in advance of such visits and inspections.
15. Taxes and Assessments. COUNTY will cooperate with CONTRACTOR in applying for all tax exemptions. CONTRACTOR agrees to pay, before delinquency, all assessments, fees, or charges which at any time may be levied by the State, County, or any tax or assessment levying body on any possessory right which Contractor may have in or to the Premises or to the improvements thereon by reason of its ownership, use, or occupancy thereof or otherwise, as well as all taxes, assessments, fees and charges on commodities, good, merchandise, fixtures, appliances, equipment and property owned by it in, on, or about the Premises.

16. Assignment Prohibited. CONTRACTOR shall not, without the prior written consent of COUNTY, either voluntarily or involuntarily assign or encumber its interests in this Agreement or in the premises, or sublet all or any part of the premises, or allow any other person or entity (except Contractor's authorized representatives) to occupy or use all or any part of the premises, and any such assignment, subletting or encumbering shall be a breach of this Agreement and void.

17. Damage or Destruction of Premises.

(a) The Use payments shall be abated proportionately during any period in which by reason of any damage or destruction (other than by condemnation which is hereinafter provided for) and other than for any damage or destruction caused by the Contractor or its agents or employees) there is a substantial interference with the use and possession of the premises by the Contractor, in the proportion that the value of that portion the premises rendered unusable bears to the value of the whole of the premises prior to such damage or destruction. Such abatement shall continue for the period commencing with such damage or destruction and ending with the substantial completion of the work of repair or reconstruction. Such abatement shall reduce the amount of use fee payable hereunder to an amount less than the pro-rata use fee for premises or the portion thereof available to the Contractor for occupancy.

(b) In the event of a partial destruction of the premises during the said term from any cause, COUNTY shall attempt with repair the same, provided County determines that such repairs can be made within one hundred and twenty (120) days under the laws and regulations of State, Federal, County or Municipal authorities. If County determines that such repairs cannot be made within one hundred and twenty (120) days, County may, as its option, make such repairs within a reasonable time.

(c) If at any time during the term of this Agreement there is a damage to the premises to the extent that the cost of repairs is 50% or more of the replacement cost of the premises or to the extent that Contractor is prevented from performing its contractual obligations for the County, CONTRACTOR may terminate the Agreement.

18. Eminent Domain. If the whole of the premises shall be taken under the power of eminent domain, the term of this Agreement shall cease as of the day possession shall be taken. If less than the whole of the premises shall be taken temporarily, under the power of eminent domain, (1) this Agreement shall continue in full force and effect and shall not be terminated by virtue of such taking and the parties waive the benefit of any law to the contrary, and (2) there shall be a partial abatement of the use fee in the proportion which the value of that portion of the premises taken bear to the value of the whole of the premises prior to such taking; provided that in no event shall such abatement reduce the amount of the use fee payable hereunder to an amount less than the pro-rata use fee for the premises or the portion thereof available to the Contractor for occupancy.

19. All notices and payments under this Agreement shall be made out to the County of Santa Cruz and delivered to the following county representative:

Executed on June 16, 1992 Executed on June 5, 1992
County Health Services Agency
Fiscal Division
P.O. Box 962
Santa Cruz, CA 95061

APPROVED AS TO FORM:

IN WITNESS WHEREOF, on the day and year first above written, the parties hereto have caused this Agreement to be executed.

[Signature]
County Council
COUNTY

CONTRACTOR

cc: County Administrative Officer

Auditor-Controller
By: [Signature]
Elinor Hall, M.P.H.
Health Services Administrator
Risk Management - Ron Whipp
Real Property - Scott Lochinger
General Services Agency, Roy Holmberg
Ann & Peggy Butler, Contractor/Provider
Mental Health Advisory Board

BY: [Signature]
Ann & Peggy Butler Soc. (Treasurer)
Front St., Inc.
126 Front Street
Santa Cruz, CA 95060

Executed on June 16, 1992 Executed on JUNE 5, 1992

Final Agreement 3.31.92/5.22.92/6.1.92

APPROVED AS TO FORM:

[Signature]
County Council

cc: County Administrative Officer
Auditor-Controller
county Council
HSA Administration..
Community Mental Health Services
Risk Management - Ron Whipp
Real Property - Scott Lochinger
General Services Agency, Roy Holmberg
Ann & Peggy Butler, Contractor/Provider
Mental Health Advisory Board

19. All notices and payments under this Agreement shall be made out to the County of Santa Cruz and delivered to the following county representative:

County Health Services Agency
Fiscal Division
P.O. Box 962
Santa Cruz, CA 95061

IN WITNESS WHEREOF, on the day and year first above written, the parties hereto have caused this Agreement to be executed.

EXHIBIT "A"

Escrow No. 161162-7

The property referred to herein is described as follows:

SITUATE IN THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA AND DESCRIBED AS FOLLOWS:

PARCEL:

COMMENCING AT A POINT ON THE NORTHERLY LINE OF LAND CONVEYED BY GEORGE H. CARDIFF, TRUSTEE, TO SANTA CRUZ COUNTY TITLE COMPANY, IN THE MIDDLE OF THE PAVEMENT IN THE SOUTHERLY END OF FRONT STREET, AS SAID FRONT STREET WAS DEEDED TO THE CITY OF SANTA CRUZ; RUNNING THENCE ALONG THE NORTHERLY LINE OF SAID LAND AND ON THE SOUTHERLY BOUNDARY OF LAND OF ARTHUR WIGHT, SOUTH **67' 36'** EAST **134** FEET, MORE OR LESS, TO A TACK IN A CIRCLE ON TOP OF AN OLD POST IN FENCE AT THE NORTHWEST CORNER OF LAND FORMERLY OF MONTROYD SHARPE; THENCE ALONG SAID LAST MENTIONED BOUNDARY SOUTH **20' 45'** EAST **119.5** FEET TO AN IRON PIPE AT THE NORTHEAST CORNER OF LAND FORMERLY OF FRANK K. ROBERTS AND WILLIAM T. JETER; THENCE ALONG SAID LAST MENTIONED BOUNDARY AND LAND FORMERLY OF MM. SEAVER, SOUTH **53' 49'** WEST **122.11** FEET TO A STAKE; THENCE SOUTH **23' 52'** EAST **18** FEET; THENCE SOUTH **48'** WEST **63.08** FEET TO AN IRON PIPE; THENCE SOUTH **45' 44'** WEST **81.77** FEET TO A STATION ON THE EASTERLY BOUNDARY OF LAND OF THE WHITTLE ESTATE, FROM WHICH A BOLT IN WALL ON SAID LAST MENTIONED BOUNDARY BEARS SOUTH **23' 53'** EAST **11.3** FEET DISTANT; THENCE ALONG SAID LAST MENTIONED BOUNDARY NORTH **23' 53'** WEST **9.53** FEET TO A STAKE; THEN NORTH **62'** WEST **50** FEET TO THE CENTER LINE OF THE EXISTING CONCRETE PAVEMENT, THENCE NORTHERLY AND ALONG THE CENTER LINE OF THE EXISTING CONCRETE PAVEMENT **347** FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF SANTA CRUZ, A MUNICIPAL CORPORATION, BY DEED DATED JULY **20, 1956**, RECORDED SEPTEMBER **11, 1956** IN VOLUME **1093**, PAGE **90**, OFFICIAL RECORDS OF SANTA CRUZ COUNTY.

ASSESSOR'S PARCEL NUMBER: **005-183-015**

EXHIBIT "B"

FRONT STREET RESIDENTIAL FACILITY
126 FRONT STREET - SANTA CRUZ, CA

PROJECTED PAYMENT SCHEDULE

| <u>DATE</u> | <u>BASE AMOUNT</u> | <u>MTCE RESERVE</u> | <u>SEMI-ANNUAL AMOUNT</u> | <u>AVG MONTHLY</u> |
|-------------|------------------------|-------------------------|-------------------------------|-------------------------|
| 08/01/92 | \$57,592.50 | \$2,879.63 | \$60,472.13 | |
| 02/01/93 | 57,592.50 | 2,879.63 | 60,472.13 | \$10,078.69 F/Y 1992/93 |
| 08/01/93 | 57,592.50 | 2,879.63 | 60,472.13 | |
| 02/01/94 | 57,592.50 | 2,879.63 | 60,472.13 | 10,078.69 F/Y 1993/94 |
| 08/01/94 | 77,592.50 | 3,879.63 | 81,472.13 | |
| 02/01/95 | 56,892.50 | 2,844.63 | 59,737.13 | 11,767.44 F/Y 1994/95 |
| 08/01/95 | 81,892.50 | 4,094.63 | 85,987.13 | |
| 02/01/96 | 56,017.50 | 2,800.88 | 58,818.38 | 12,067.13 F/Y 1995/96 |
| 08/01/96 | 81,017.50 | 4,050.88 | 85,068.38 | |
| 02/01/97 | 55,142.50 | 2,757.13 | 57,899.63 | 11,914.00 F/Y 1996/97 |
| | <u>\$638,925.00</u> | <u>\$31,946.25</u> | <u>\$670,871.25</u> | |

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

TO: Board of Supervisors
County Administrative Office
Auditor Controller

FROM: Health Services Agency (Department)

BY: [Signature] (Signature) 8/26/02 (Date)
Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One) Expenditure Agreement [] Revenue Agreement [x]

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of same.

1. Said agreement is between the Health Services Agency - Clinics (Department/Agency)
and Ramsell Corporation, 200 Webster, Suite 300, Oakland, CA 94607 (Name/Address)

2. The agreement will provide Payment for medication provided to people with AIDS or HIV

3. Period of the agreement is from July 1, 2002 to June 30, 2005

4. Anticipated Cost is \$ N/A [] Fixed [] Monthly Rate [] Annual Rate [] Not to Exceed

Remarks: Revenue Agreement

5. Detail: [] On Continuing Agreements List for FY ... Page CC-... Contract No: ... OR [x] 1st Time Agreement
[] Section II No Board letter required, will be listed under Item 8
[] section III Board letter required
[X] Section IV Revenue Agreement

6. Appropriations/Revenues are available and are budgeted in 361310 (Index) 1674 (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

are have been
Appropriations available and encumbered.
are not will be

Contract No: R 784
By: [Signature] Auditor-Controller Deputy Date: 9/3/02

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize
Health Services Administrator (Dept/Agency Head) to execute on behalf of the

Health Services Agency (Department/Agency)

Date 9/24/02

By: [Signature] County Administrative Office

Distribution:

Board of Supervisors - White
Auditor Controller - Canary
Auditor-Controller - Pink
Department - Gold

State of California
County of Santa Cruz

I, [Signature] ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,
State of California, do hereby certify that the foregoing request for approval of agreement was ap-
proved by said Board of Supervisors as recommended by the County Administrative Office by an
order duly entered in the minutes of said Board on 20

ADM - 29 (8/01)
Title Section 300 Man

By: Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

Table with columns: CO, Document No., JE Amount, Lines, H/TL, Keyed By, Date, Auditor Description, Amount, Index, Sub object, User Code. Includes handwritten entry 82.



Ramsell Corporation
Pharmacy Provider Agreement

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THIS AGREEMENT is entered into this 15th day of JULY, 2002 by and between Ramsell Corporation, hereinafter referred to as "Ramsell" and

COUNTY OF SANTA CRUZ HEALTH SERVICES
AGENCY PHARMACY
hereinafter referred to as "Provider".

I. DEFINITIONS

The following definitions apply to this Agreement:

1.1 SPONSOR means any one of, or a combination of the following: State, County, Special District, Health Jurisdiction, or other legal entity, which has entered into an agreement with Ramsell (the "SPONSOR Agreement") under which Ramsell undertakes to manage prescription benefits for persons designated in the SPONSOR Agreement.

1.2 Program Members means those persons who are entitled to receive pharmacy benefits under a SPONSOR Agreement.

1.3 Provider Pharmacy means those Pharmacies which have entered into Pharmacy Provider Agreements with Ramsell.

1.4 Pharmacy Services means those services, drugs, medications and supplies to be provided by Ramsell Provider Pharmacies to Program Members under the SPONSOR Agreement by a licensed pharmacist in accordance with the prescription of a person lawfully entitled to prescribe the same and in compliance with the then current Pharmacy Rules of the individual SPONSOR except to the extent that a Provider Pharmacy is notified of a variation in coverage with respect to a particular SPONSOR.

1.5 PMDC Systems™ or Program means a system utilized by Ramsell for managing Pharmacy Services for SPONSOR, Program Members and Provider Pharmacies.

1.6 On-Line System means the electronic computerized information transmission link between Ramsell and Provider, by which Ramsell shall communicate to Provider information regarding Pharmacy Services, Payment, Benefit Coverage, and all other information necessary for Provider to provide services pursuant to this Agreement and by which Provider shall submit to Ramsell for payment all claims for services provided pursuant to this Agreement.

Ramsell Corporation

Pharmacy Provider Agreement

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1.7 Claims Administrator means any third party designated by Ramsell to process claims submitted by Provider for items dispensed and services provided by Provider to Program Members under the Sponsor's benefit plan.

11. SCOPE AND TERM OF THIS AGREEMENT

2.1 This Agreement defines the obligations assumed by Provider as an independent contractor for the delivery of Pharmacy Services requested during the term of this Agreement by Program Members.

2.2 This Agreement shall become effective when it has been signed by Provider and accepted by Ramsell and shall remain in effect until June 30, 2005, unless sooner terminated by either Ramsell or Provider in accordance with Section XII of this Agreement.

11.1. OBLIGATIONS OF PROVIDER PHARMACY

3.1 **Compliance with Service Standards** Provider shall operate in conformity with all applicable federal, state and municipal laws, regulations, rules, ordinances and orders. Provider represents and warrants that its employed pharmacists are and shall be continuously during the term of this Agreement, duly licensed or certified in accordance with the state laws of the SPONSOR.

3.2 **Inventory** Provider shall maintain an adequate inventory of prescription drugs, medications and dispensing supplies to serve Program Members, and shall fill all prescriptions promptly.

3.3 **On-line submission of Claims** Provider shall maintain a method of online claims submission acceptable to Ramsell. For on-line submission of claims, Provider shall use the NCPDP telecommunication standard, presently or such other formats as Ramsell shall require.

3.4 **Manual submission of Claims** Ramsell may, at its discretion, permit the submission of claims manually pursuant to standards and on forms as mutually agreed between Ramsell and Provider.

3.5 **Non-Discrimination** Provider shall deal with all Program Members in a courteous, professional and helpful manner, and shall provide Pharmacy Services

Ramsell Corporation

Pharmacy Provider Agreement

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to Program Members in the same manner as provided to any of its other customers or to the members of any other plan, program, or group of customers. Provider shall not discriminate against Program Members on the basis of age, sex, race, marital status, sexual orientation, religion or national origin.

3.6 Member Profile At the time of the initial encounter with a Program Member, Provider shall enter the Program Member's client profile information into computer record, and the profile shall be updated at the time of the filling of each prescription for the Program Member in accordance with procedures and standards established by Ramsell.

3.7 Compliance with Rules Provider shall abide by the written rules, regulations and policies as stated in this agreement, the Ramsell Provider Manual, Ramsell messages and Bulletins or other Ramsell communications for Provider Pharmacies, and shall cooperate with any peer review and other quality control programs established by Ramsell.

Specifically, and not in limitation of the above, Provider shall strictly adhere to the written policies of Ramsell concerning:

(i) the use of generic drugs,

(ii) avoiding unnecessary utilization, abuse and misuse of drugs, while respecting Program Member's rights of privacy and their relationship with their practitioners;

(iii) on-line submissions using the then current NCPDP standards.

Ramsell shall provide Provider with a copy of all Manuals or documents referencing Ramsell policies and procedures applicable to Provider. Such manuals and procedures shall be consistent with this Agreement, and in the event of any inconsistency, Ramsell and Provider shall confer to resolve any disputed matters.

3.8 Collection from Program Members For prescriptions filled under the PMDC Program, the maximum charge to the Program Member for any covered services will be the share of cost amount as determined by the SPONSOR or Ramsell.

3.9 Independent Contractor The Provider agrees that this Agreement is made by it solely with Ramsell and the agreements and obligations undertaken by the Provider in this Agreement are solely for the benefit of Ramsell and the Provider. The Provider shall not make any claim of any kind or nature against

Ramsell Corporation

Pharmacy Provider Agreement

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the SPONSOR in respect to any goods or services provided or to be provided hereunder, or in respect of any claim whatsoever against Ramsell. In addition, the Provider shall act solely as an independent contractor in the performance of this Agreement, and not as an agent for Ramsell or SPONSOR, and shall not purport to bind Ramsell to any contract, representation, concessions or waiver of any kind with any Program Member, or other person or entity, and shall not in any manner represent itself as having the authority to do so.

3.10 **Multiple Locations** In the event the Provider renders services from more than one SPONSOR or location, this Agreement shall constitute a Master-Agreement covering each location as designated in Exhibit "A" attached. Each location designated on Exhibit "A" shall be treated separately for purposes of this Agreement. The Provider or Ramsell may add or delete a location by amending Exhibit "A" in accordance with Section XII. All terms and conditions of this Agreement shall remain in full force and effect and apply to the remaining or additional locations as fully as though they were set forth within the body of this Agreement.

3.11 **Hold Harmless** The Provider shall look only to Ramsell for compensation for services rendered to a Member for covered services under a SPONSOR Agreement. The Provider agrees not to bill, charge, collect a deposit from, seek compensation from, seek remuneration from, surcharge or have any recourse against Member or persons acting on behalf of Member (other than Ramsell), except to the extent that shares of cost are specified in the applicable SPONSOR Agreement. Provider agrees not to maintain any action at law or in equity against a Member to collect sums that are owed by Ramsell to Provider under the terms of this Agreement, even in the event Ramsell fails to pay, becomes insolvent or otherwise breaches the terms and conditions of this Agreement. This section shall survive termination of this Agreement and shall be construed to be for the benefit of Members. This section is not intended to apply to services provided after this Agreement has been terminated, except as otherwise provided in this Agreement, or with respect to non-covered services. The Provider further agrees that this provision supersedes any oral or written agreement, hereinafter entered into between Provider and Member or persons acting on Member's behalf, insofar as such agreement relates to payment for services provided under the terms and conditions of this Agreement.

3.12 **Pharmacy Liability Insurance** Provider shall furnish and keep in full force and effect at all times during the term of this Agreement, the following insurance or, if self-insured provide to Ramsell written representations or certificates of such self-insurance satisfactory to Ramsell:

A. Worker's Compensation

Ramsell Corporation

Pharmacy Provider Agreement

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1. Statutory Compensation Coverage
 2. Employer's Liability Insurance with limit not less than \$1,000,000.
- B. General Liability
1. Limits of Liability: \$1,000,000.00 per occurrence combined single Limit Bodily Injury and Property Damage.
 2. Coverages: Bodily Injury, Broad Form Property Damages, Blanket Contractual Liability
- C. General Liability
1. Limits as stated in #2.
 2. Coverage: Personal Injury
- D. General Liability
1. Limits as stated in #2.
 2. Coverage: Products/completed operations
(any deductible is not to exceed \$1,000.00 per occurrence on all Comprehensive General Liability coverage.)
- E. Professional Liability
- For all professional employees licensed as a condition of employment, insuring against error or omission in rendering or failing to render professional services.
1. Limits of Liability: \$1,000,000 per claim
 2. Deductible not to exceed \$1,000 per claim

Provider will provide evidence of such insurance or self-insurance to the satisfaction of Ramsell within thirty days after execution of this Agreement. Failure to maintain the aforementioned insurance shall constitute grounds for termination of this Agreement.

3.13 Records Retention Provider shall retain copies of all prescriptions filled for Program Members during the term of this Agreement, and of all records of its transactions with Program Members during the term of this Agreement, for a period of three (3) years after the services and transactions occur, and upon written request, shall permit representatives of Ramsell, or a third party monitor, inspector or auditor under contract with Ramsell and of any appropriate state or federal agency to inspect, copy, photograph and audit the same at a mutually agreed upon time between Provider and Ramsell.

3.14 Signature Log The Provider shall maintain a signature log to document receipt of prescriptions dispensed and billed to Ramsell for Pharmacy Services provided to Program Members. This log will contain the date of dispense, prescription number, and signature of the individual who receives the prescription. These records shall be retained

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by the provider for a period of three years, and upon written request, can be audited by representatives of Ramsell, or a third party monitor, inspector or auditor under contract with Ramsell and of any appropriate state or federal agency, at a mutually agreed upon time between Provider and Ramsell.

3.15 **Inspection of Premises** Provider shall upon prior reasonable written request, permit, during normal business hours representatives of Ramsell, or any third party monitor, inspector, or auditor under contract with Ramsell and of any appropriate state or federal agency to inspect the premises, equipment and inventory of the Provider and to study all phases of the Pharmacy Services provided to Program Members hereunder, and to investigate the quality, appropriateness and accessibility of the Pharmacy Services provided or to be provided.

3.16 **Disruption of Services** In the event of any natural disaster, casualty, civil commotion, insurrection or act of war which substantially disrupts the normal operations of Provider, Provider shall exercise its best efforts to provide the services and supplies required under this Agreement. However, if within 30 days following the onset of any natural disaster, casualty, civil commotions insurrection or act of war, Provider shall not be able to perform in a manner and form consistent with its obligations hereunder, Ramsell may, at its option, terminate this Agreement, such termination to be effective upon receipt of Ramsell's notice in writing by Provider.

3.17 **Notification to Ramsell** Provider shall notify Ramsell within fifteen (15) calendar days of the occurrence of any of the following:

- A. Any finding by any licensing authority or by any relevant accreditation commission which restricts, suspends or revokes Provider's license, certificate, Medicaid and Medicare participation status or accreditation; or
- B. Any settlement, verdict or judgment of any suit, action or proceeding brought against Provider for clinical malpractice involving health care services treatment in an amount in excess of \$25,000; or
- C. Any lapse in professional liability insurance coverage or any reduction in coverage below limits specified in section 3.12; or
- D. Any situation that materially affects Provider's ability to carry out its duties and obligations under this Agreement.

Failure to notify Ramsell of any of the above may result in termination for cause.

Ramsell Corporation

Pharmacy Provider Agreement

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3.18 Debarment and Suspension Certification By entering into this Agreement, Provider agrees to comply with all applicable federal suspension and debarment regulations, including, but not limited to, those rules and regulations implementing Federal Executive Order 12549. By signing this Agreement, Provider certifies to the best of its knowledge and belief that:

- A. Provider is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
- B. Provider has not, within a three (3) year period preceding this Agreement or proposal been convicted of or had a civil judgement rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Provider is not presently under indictment for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses set forth in section 3.18(B);
- D. Provider has not, within a three (3) year period preceding this Agreement or proposal had one or more transactions or contracts (Federal, State or local) terminated for cause or default;
- E. Provider will not knowingly do business with a debarred, suspended, ineligible or voluntarily excluded person in connection with a covered transaction except as permitted by law and authorized by the sponsor.

If the Provider is unable to certify to any of the statements herein, Provider shall submit a written explanation to Ramsell and to the Sponsor. If the Provider knowingly violates the provisions of this section 3.18, Ramsell may terminate this Agreement for cause pursuant to part XII herein.

IV. OBLIGATIONS OF RAMSELL

4.1 **Reimbursement for Pharmacy Services** In consideration of Provider's provision of Pharmacy Services to Ramsell Program Members hereunder,

Ramsell Corporation

Pharmacy Provider Agreement

Ramsell shall reimburse Provider for claims submitted for items which Provider has dispensed and which have been determined to be in accordance with the SPONSOR's benefit plan. The reimbursement shall be at levels as listed on Attachment A, less the applicable share of cost.

4.2 **Processing of Claims** The processing of claims hereunder will be by Ramsell or, at its option, by a third party Claims Administrator designated by Ramsell. All claims shall be submitted in a format approved by Ramsell and shall contain such information as Ramsell requires for its administration of the Program.

4.3 **Identification Cards** Ramsell, at its option, may provide all Program Members with identification cards, containing but not limited to, the Program Members identification number and name.

4.4 **Delivery of Pharmacy Services** Ramsell shall not supervise, direct or otherwise intervene in the rendering of Pharmacy Services by Provider, it being agreed that Provider shall have the sole responsibility for its professional services in connection therewith; provided, however, that Ramsell may require Provider to perform its obligations hereunder.

4.5 **Indemnification**

A. Provider shall hold harmless and indemnify Ramsell, its employees, agents and assigns, the Claims Administrator and SPONSOR, and Ramsell's clients from any claims, losses, damages, judgments, liabilities, costs, expenses or obligations, including, but not limited to, attorney's fees and expenses arising out of, or resulting from, the provision of Pharmacy Services to Program Members.

B. Ramsell shall hold harmless and indemnify Provider from any claims, losses, damages, judgments, liabilities, costs, expenses or obligations, including, but not limited to, attorney's fees and expenses arising out of, or resulting from, the decisions or directives of the PMDC Program.

V. CONFIDENTIALITY OF RECORDS

5.1 **PMDC Systems™ Proprietary Information** Provider agrees that all confidential and proprietary information of PMDC Systems™, including but not limited to, PMDC's System's™ formats and other system information, proprietary software terminals and related user documentation, clinical and other manuals, prior authorization and prescription drug evaluation criteria and other documents related to reimbursement rates, information and documents related to PMDC Systems™ Formulary and Formulary agreements (collectively, "PMDC

Ramsell Corporation

Pharmacy Provider Agreement

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Proprietary Information”) are confidential and proprietary to PMDC Systems™. Provider shall not use PMDC Systems™ proprietary information, or disclose it to any third party, at any time during or after the termination of this Agreement, except as specifically contemplated by this Agreement or upon Ramsell’s prior written consent. Upon termination of this Agreement, Provider shall cease using all PMDC Systems™ Proprietary Information along with any Ramsell manuals, procedures or equipment made available to Provider by Ramsell, and shall return all such material to Ramsell immediately upon Ramsell’s request.

5.2 **Confidentiality** The parties shall maintain the confidentiality of any information relating to Program Members in accordance with any applicable laws and regulations. It is contemplated by this Agreement, however, that confidential Information about Program Members will be obtained by Ramsell and by Provider in providing services under this Agreement and that such Information will be obtained from and/or distributed to Ramsell clients, Provider and Program Member’s physicians for drug utilization evaluation, claims processing and other purposes relating to the Sponsor’s benefit plan. Provider agrees not to disclose, either directly or indirectly, the terms of this Agreement to any third Parties. The terms of this Section shall survive the termination of this Agreement.

5.3 **Compliance with HIPAA** Each of the parties understands and agrees that this Agreement and certain information which may be exchanged hereunder is subject to the Health Insurance Portability and Accountability Act of 1996 and regulations issued or to be issued thereunder, as amended (“HIPAA”) and that Ramsell may be considered a “business associate” of Provider for purposes of HIPAA. As the provisions of HIPAA become effective, and to the extent applicable, the parties agree to comply with HIPAA, including, but not limited to, HIPAA standards for (i) privacy, (ii) code sets, (iii) data transmission standards, and(iv) security regarding physical storage, maintenance, transmission of and access to individual health information.

VI. COMMUNICATIONS BETWEEN RAMSELL AND PROVIDER

6.1 **Cooperation** To the extent compatible with the separate and independent management of each party, Ramsell and Provider shall at all times maintain an effective liaison and close cooperation with each other, **and** shall at all times freely and fully exchange information regarding all matters directly or indirectly related to the Program and this Agreement; provided, however, that Provider shall not be entitled to receive information regarding the internal affairs of Ramsell, its subsidiaries or other affiliated organizations.

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6.2 Notices Any notices or other communications required or permitted hereunder may be sent to the addresses of the parties as set forth on the signature page below, by regular US Mail. However, it is also intended and permitted that certain routine business information, such as data entered in Provider's computer terminal, updated lists of Program Members, and advice as to status of mutual accounts may be transmitted by one party to the other through the telecommunication facilities provided by their computer terminals and related equipment. If either party deems a matter sufficiently important, urgent, or time-sensitive, it may send such notice or communication in writing by Certified Mail, return receipt requested, postage prepaid, by facsimile, as evidenced mechanical confirmation of facsimile transmission, or by overnight delivery service providing proof of receipt.

Each party may designate by written notice any future or different addresses to which notices shall be sent. Notices shall be deemed delivered upon receipt or upon refusal to accept delivery.

VII. RESOLUTION OF DISPUTES

7.1 Arbitration In the event of a dispute concerning the construction, interpretation, performance under or breach of this Agreement, the parties shall first meet and confer in good faith to attempt to resolve the dispute. If the dispute is not resolved in this manner such disputes shall be submitted to arbitration and such arbitration conducted in San Francisco, California, by and under the commercial rules and procedures of the American Arbitration Association. Unless the parties hereafter mutually agree otherwise, the award of the arbitrators shall be final and binding on the parties hereto and judgment upon such award may be entered into a court having jurisdiction thereof. The expenses of arbitration, including all reasonable attorney's fees, shall be paid by the party against whom the award of the arbitrators is rendered. This Agreement to arbitrate shall be specifically enforceable under the laws of the State of California. During any arbitration proceedings, Provider shall continue to provide Pharmacy Services to Program Members hereunder, unless this Agreement has expired or has been terminated. The impending arbitration shall not extend the term of this Agreement or affect any termination provided for hereunder.

7.2 Grievances In addition to the foregoing, Provider agrees to cooperate with Ramsell and the affected SPONSOR in the amicable resolution of any claims or complaints of Program Members, within the framework of any formal or informal grievance procedures established by Ramsell.

VIII. EVALUATION PROGRAM

8.1 Provider will participate as requested with Ramsell and any applicable governmental entity and the SPONSOR in evaluative studies designed to show the effectiveness of Provider's and Ramsell's Program and services. Provider agrees to meet the requirements of and participate in the program evaluation and management information system of Ramsell.

IX. WITHHOLDING OF PAYMENT

9.1 Ramsell may withhold any and all payments due Provider until reports and/or requirements under this Agreement are received from Provider.

X. DISALLOWANCE

10.1 In the event Provider claims or receives payment from Ramsell for Pharmacy Services, reimbursement for which is later disallowed by State, County or local Health Jurisdiction, the Provider shall within thirty (30) days, refund the disallowed payment to Ramsell upon request, or, at its option, Ramsell may offset the amount disallowed from any payment due to Provider under this Agreement or any other Agreement.

XI. PROGRAM MEMBER BILLING

11.1 Provider agrees to follow the billing guidelines stipulated by Ramsell and approved by the SPONSOR. When Provider is aware that the Program Member is enrolled in another third party program with prescription drug benefits, Provider agrees to bill the appropriate source primarily before billing for any difference in reimbursement **up** to the maximum allowed by this Agreement.

11.2 Ramsell will issue manual claim forms to be used in emergencies or when on-line point-of-service capability is not available or functional. Manual claims must be submitted to Ramsell no later than five (5) days following the date of service.

XII. TERMINATION

12.1 **Termination Events** This Agreement may be terminated by either party at any time by giving at least thirty (30) days advance written notice of the same to the other. This Agreement may also be terminated by giving at least five (5) days advance written notice to the other party in the event of a voluntary or involuntary bankruptcy, receivership or closing of business, or a substantial breach of this Agreement by the other party, or as described in paragraph 3.16. Such breach shall include, but not be limited to non-payment of the required reimbursement in the required time frame. Ramsell may terminate this Agreement immediately if Provider shall fail to be appropriately licensed and certified to provide Pharmacy services as required by state and federal law regulations, or where Provider fails to comply with any provisions set forth in Sections 3.12 and 3.17.

12.2 **Rights upon Termination** In the event of a termination or expiration of this Agreement, the termination or expiration shall be deemed to end only the term of this Agreement, and the respective parties shall continue to be obligated by this Agreement to wind up and terminate their affairs in an orderly fashion, to make and perform any accounting required hereunder, or undertake within three (3) years after such termination or expiration (at Ramsell's option) any audits permitted hereunder, to settle their mutual accounts, to resolve any disputes between themselves or with Program Members in accordance with Part VII, to commence, continue and complete any surveys and inspections permitted hereunder relating to monitoring and reporting of the quality, utilization and accessibility of Pharmacy Services in the Program, to maintain confidentiality of information in accordance with part V, and to honor provisions herein for indemnity, defense and holding harmless for acts and omissions occurring prior to the effective date of such expiration or termination.

XIII. ASSIGNMENT

13.1 **Assignment** Ramsell shall have the absolute right to assign, transfer or delegate this Agreement and any of its rights or obligations hereunder, to any person, entity or corporation at any time during the term of this Agreement. Provider may not assign, transfer or delegate any of its rights or obligations hereunder in any manner, without the prior written consent of Ramsell, which consent shall not be unreasonably withheld. Any permitted assignee shall assume all obligations of Assignor under this Agreement. No assignment shall relieve any party of responsibility for the performance of any obligations which have already

Ramsell Corporation

Pharmacy Provider Agreement

occurred. This agreement shall inure to the benefit of and be binding upon each party, its respective successors and permitted assignees. Provided however, Provider may assign this Agreement to a parent or subsidiary corporation and to any entity affiliated with such party or any entity which succeeds to its business through a sale, merger or other corporate transaction. Ramsell further reserves the right to designate third parties to perform monitoring functions relating to quality control, utilization and accessibility of services, and/or claims processing functions upon notice to Provider.

XIV. MODIFICATIONS

14.1 Ramsell may unilaterally modify the Pharmacy Provider Agreement, PMDC Systems , or Program and may further unilaterally modify this Agreement, including changes in reimbursement schedules, as required by the Sponsor or by law. Ramsell will provide written notice of such modification to Provider. All other amendments or modifications must be in writing and mutually agreed to by the parties.

XV. MISCELLANEOUS

15.1 **Entire Agreement** This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof, to the exclusion of all prior and contemporaneous communications. No representation or inducements have been made or given by either party, to the other except as expressly stated herein.

15.2 **Governing Law** This Agreement is made in, and shall be construed and enforced in accordance with the laws of the State of California.

15.3 **Provisions Severance** In the event that any part of the provisions of this Agreement is hereafter deemed invalid or unenforceable by any court of competent jurisdiction, such part or provision shall be deemed separable herefrom and the remainder of this Agreement shall be fully enforced.

15.4 **Exhibit A** This will be a written or an electronic file that can be reproduced into a printed format of Provider's applicable locations as referred to in Section 3.10.

Ramsell Corporation
Pharmacy Provider Agreement

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers, duly authorized to do so, effective as of the dates stated below.

RAMSELL CORPORATION

Corporate Office
200 Webster St., Suite 300
Oakland, CA 94607-4192
888-311-7632



RAMSELL CORPORATION

Signature: _____ Date: _____

Title: _____

PHARMACY PROVIDER INFORMATION

NABP: 0560943

Pharmacy Name: County of Santa Cruz Health Services Agency Pharmacy

Address: 1080 Emeline Avenue

City, State Zip: Santa Cruz, CA 95060

Signature: _____ Date: _____

Printed Name: RAMA KHALSA, PhD Title: HSA Administrator

Telephone No.: (831) 454 - 4090 x _____ Fax No.: (831) 454 - 4653

Email Address: _____



Ramsell Corporation Pharmacy Provider Agreement

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ATTACHMENT A-1
NETWORK CODE 1008

Compensation:

If you are eligible to or currently purchase drugs under the 3408 Drug Pricing Program, you are required to purchase drugs for dispensing to **ADAP** clients at the rates available under this Program.

Your reimbursement (dispensing fees plus ingredient costs) will be the lowest of your usual and customary charge to the general public; or calculated at the Basic Reimbursement Schedule below.

Basic Reimbursement Schedule

- a. *BRAND products for each of your pharmacies in this category will be reimbursed at **AWP-30.75% + \$3.00** fee, or
 - b. *Multiple source GENERIC products (including BRAND dispensed as GENERIC) will be reimbursed at **AWP- 39.75% + \$2.75** fee
- * PMDC Systems™ and First Data Bank Brand Pricing Indicator
** PMDC Systems™ and First Data Bank Generic Pricing Indicator

Pharmacy Provider Information

PROVIDER NABP: 0560943

PROVIDER NAME: County of Santa Cruz Health Services Agency Pharmacy

SIGNATURE: _____

PRINTED NAME: Rama Khalsa, PhD.

TITLE: HSA Administrator

DATE: _____

RAMSELL CORPORATION

NAME: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

Approved as to form:

Kathy A. Oberhelman JD
Assistant County Counsel
Santa Cruz County

Approved as to insurance Date
By Janet McKinley
Risk Manager
Date 7-19-2002

PHS Rate

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

TO: Board of Supervisors
County Administrative Office
Auditor Controller

FROM: Health Services Agency (Department)

BY: [Signature] (Signature) 8/26/02 (Date)

Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One) Expenditure Agreement Revenue Agreement

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of SAME
Health Services Agency - Clinics (Department/Agency)

1. Said agreement is between the _____ and Strategic Healthcare Staffing, 245 Mt. Hermon Rd. #303, Scotts Valley, CA 95061 (Name/Address)

2. The agreement will provide Pharmacy Staffing Services

3. Period of the agreement is from 7/02/02 to Until Terminated

4. Anticipated Cost is \$ 40,000 Fixed Monthly Rate Annual Rate Not to Exceed
Remarks: Amendment for Rate Change NO ADDITIONAL ENCUMBR

5. Detail: On Continuing Agreements List for FY 02 - 03, Page CC- _____ Contract No: 2529 OR 1st Time Agreement
 Section II No Board letter required will be listed under Item 8
 Section III Board letter required
 Section IV Revenue Agreement

6. Appropriations/Revenues are available and are budgeted in 361270 (Index) 3665 (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

Appropriations are available and have been encumbered.
are not will be

Contract No: 22529 22529
By: [Signature] Date: 9/3/02
Auditor-Controller Deputy

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize
Health Services Administrator (Dept/Agency Head) to execute on behalf of the
Health Services Agency (Department/Agency)

Date: 9/04/02 By: [Signature]
County Administrative Office

Distribution:
Board of Supervisors - White state of California
Auditor Controller - Canary County of Santa Cruz
Auditor-Controller - Pink I _____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,
Department - Gold State of California, do hereby certify that the foregoing request for approval of agreement was approved by said Board of Supervisors as recommended by the County Administrative office by an order duly entered in the minutes of said Board on _____ 20____

ADM - 29 (8/01)
Title I, Section 300 Proc Man By: Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

| CO | \$ | | | | | |
|--------------|-----------|--------|-------|------------|-----------|----|
| Document No. | JE Amount | Lines | H/TL | Keyed By | Date | |
| TC110 | \$ | Amount | Index | Sub object | User Code | 82 |



STRATEGIC HEALTHCARE STAFFING

AMENDMENT TO AGREEMENT

The parties hereto agree to amend that certain agreement dated July 9,2002, by and between COUNTY OF SANTA CRUZ and STRATEGIC HEALTHCARE STAFFING by updating the hourly reimbursement rates, effective July 1,2002, as follows:

Pharmacist \$84.50 per hour

Technician \$39.50 per hour

Strategic Healthcare Staffing

County of ~~santa~~ Cruz

By: Jiel Adach

By: _____

Date: 7/1/02

Date: _____

Purchase Order: 40971-01
Account: 361270

APPROVED AS TO FORM:

By: Henry A. Oberhelman III
Office of the County Counsel
7/23/02