

**AGREEMENT**

THIS AGREEMENT is made and entered into this 12th day of March, 2019, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and Diamond Pharmacy Services, a for profit Corporation whose address is 645 Kolter Drive, Indiana, PA 15701-3570, hereinafter referred to as "CONTRACTOR".

**WITNESSETH:**

WHEREAS, COUNTY, through its Department of Public Health (DPH), Community Health Division, requires pharmaceutical prescriptions and related services; and

WHEREAS, COUNTY, DPH Community Health Division also require consulting pharmacist services; and

WHEREAS, the CONTRACTOR has the staff, equipment, and expertise to provide said services pursuant to the terms and conditions stated in this Agreement.

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

**1. OBLIGATIONS OF THE CONTRACTOR**

A. CONTRACTOR shall perform all services and fulfill all responsibilities as identified in Attachment A, attached hereto and incorporated herein by reference.

B. Should CONTRACTOR's mishandling of a medication order result in an error, COUNTY has the right to use a prearranged back-up pharmacy for such medication. CONTRACTOR shall reimburse in full any medication ordered by COUNTY at backup pharmacy because of an error by CONTRACTOR.

C. Should CONTRACTOR fail to deliver a medication on time or not have a medication in stock at the cut off time, COUNTY has the option to obtain the medication from the prearranged back-up pharmacy.

D. In its response to the RFQ related to this contract, CONTRACTOR extended the terms of this Agreement to other political subdivisions, municipalities and/or tax-supported agencies. CONTRACTOR's services to such other entities shall have no impact, nor should such services create

any obligation on behalf of COUNTY to review any invoicing or submit any payments on account thereof.

2. OBLIGATIONS OF THE COUNTY

Provide compensation for pharmaceutical prescriptions and related services in accordance with Paragraph 5, below.

3. TERM

The term of this Agreement shall be for a period of three (3) years, commencing on March 12, 2019 through and including March 11, 2022. This Agreement may be extended for two (2) additional consecutive twelve (12) month periods upon written approval of both parties no later than thirty (30) days prior to the first day of the next twelve (12) month extension period. The Director of Public Health or his or her designee is authorized to execute such written approval on behalf of COUNTY based on CONTRACTOR'S satisfactory performance.

4. TERMINATION

A. Non-Allocation of Funds - The terms of this Agreement, and the services to be provided hereunder, are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified, or this Agreement terminated, at any time by giving the CONTRACTOR thirty (30) days advance written notice.

B. Breach of Contract - The COUNTY may immediately suspend or terminate this Agreement in whole or in part, where in the determination of the COUNTY there is:

- 1) An illegal or improper use of funds;
- 2) A failure to comply with any term of this Agreement;
- 3) A substantially incorrect or incomplete report submitted to the COUNTY;
- 4) Improperly performed service.

In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default. The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the COUNTY of any

1 funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of the COUNTY were  
2 not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund  
3 any such funds upon demand.

4 C. Without Cause - Under circumstances other than those set forth above, this  
5 Agreement may be terminated by COUNTY upon the giving of thirty (30) days advance written notice of an  
6 intention to terminate to CONTRACTOR.

7 5. COMPENSATION/INVOICING: COUNTY agrees to pay CONTRACTOR and  
8 CONTRACTOR agrees to receive compensation as follows:

9 A. CONTRACTOR shall invoice COUNTY based on an Average Wholesale Price (AWP)  
10 [AWP is taken from updated published pricing from Medi-Span minus a percentage. Costs for such  
11 medications shall be as follows:

- 12 1) Brand name and single source generic prescription medications: AWP cost  
13 less twenty point five percent (20.5%) discount.
- 14 2) Generic multi-source prescription medications: AWP cost less eighty two  
15 point five percent (82.5%) discount.
- 16 3) CONTRACTOR will not sell medication to COUNTY below cost.

17 B. The services of CONTRACTOR's pharmacist consultant, conducted pursuant to the  
18 terms and conditions of this Agreement, shall be performed without payment of any monetary  
19 consideration by COUNTY to CONTRACTOR. It is acknowledged between the parties hereto that  
20 CONTRACTOR's reimbursement for pharmacist consultation services are included in the prescription  
21 drug serves rates stated herein.

22 C. Payments by COUNTY shall be in arrears, for products provided during the preceding  
23 month, within forty-five (45) days after receipt and verification of CONTRACTOR's invoices by the  
24 COUNTY's Department of Public Health. If CONTRACTOR should fail to comply with any provision of  
25 this Agreement, COUNTY shall be relieved of its obligation for further compensation.

26 D. CONTRACTOR extended the terms of this Agreement to other political subdivisions,  
27 municipalities and/or tax-supported agencies. CONTRACTOR's services to such other entities shall  
28

1 have no impact nor should such services create any obligation on behalf of COUNTY to review any  
2 invoicing or submit any payment to such other agencies.

3  
4 E. CONTRACTOR shall submit monthly invoices in triplicate to the County of Fresno  
5 Department of Public Health.

6 F. In no event shall products provided and services performed under this Agreement be in  
7 excess of \$1,500,000 during the term of this Agreement. It is understood that all expenses incidental to  
8 CONTRACTOR'S performance of services under this Agreement shall be borne by CONTRACTOR.

9 6. INDEPENDENT CONTRACTOR: In performance of the work, duties and obligations  
10 assumed by CONTRACTOR under this Agreement, it is mutually understood and agreed that  
11 CONTRACTOR, including any and all of the CONTRACTOR'S officers, agents, and employees will at all  
12 times be acting and performing as an independent contractor, and shall act in an independent capacity and  
13 not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY.  
14 Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method by which  
15 CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer  
16 this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the  
17 terms and conditions thereof.

18 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the rules and  
19 regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

20 Because of its status as an independent contractor, CONTRACTOR shall have absolutely no right  
21 to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be solely liable  
22 and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In  
23 addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating  
24 to payment of CONTRACTOR'S employees, including compliance with Social Security withholding and all  
25 other regulations governing such matters. It is acknowledged that during the term of this Agreement,  
26 CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

27 7. MODIFICATION: Any matters of this Agreement may be modified from time to time by the  
28 written consent of all the parties without, in any way, affecting the remainder.

1           8.     NON-ASSIGNMENT: Neither party shall assign, transfer or sub-contract this Agreement  
2 nor their rights or duties under this Agreement without the prior written consent of the other party.

3           9.     HOLD HARMLESS: CONTRACTOR agrees to indemnify, save, hold harmless, and at  
4 COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs and  
5 expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or  
6 resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its  
7 officers, agents, or employees under this Agreement, and from any and all costs and expenses (including  
8 attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm,  
9 or corporation who may be injured or damaged by the performance, or failure to perform, of  
10 CONTRACTOR, its officers, agents, or employees under this Agreement.

11           10.    INSURANCE

12           Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third  
13 parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance  
14 policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or  
15 Joint Powers Agreement (JPA) throughout the term of the Agreement:

16                   D.     Commercial General Liability

17           Commercial General Liability Insurance with limits of not less than Two Million Dollars  
18 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This  
19 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including  
20 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal  
21 liability or any other liability insurance deemed necessary because of the nature of this contract.

22                   E.     Automobile Liability

23           Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars  
24 (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto  
25 used in connection with this Agreement.

26                   F.     Professional Liability

27           If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in  
28 providing services, Professional Liability Insurance with limits of not less than One Million Dollars

1 (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

2 G. Worker's Compensation

3 A policy of Worker's Compensation insurance as may be required by the California Labor  
4 Code.

5 Additional Requirements Relating to Insurance

6 CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming  
7 the County of Fresno, its officers, agents, and employees, individually and collectively, as additional  
8 insured, but only insofar as the operations under this Agreement are concerned. Such coverage for  
9 additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained  
10 by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance  
11 provided under CONTRACTOR's policies herein. This insurance shall not be cancelled or changed without  
12 a minimum of thirty (30) days advance written notice given to COUNTY.

13 CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents, and  
14 employees any amounts paid by the policy of worker's compensation insurance required by this  
15 Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may be  
16 necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation under  
17 this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

18 Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement,  
19 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the  
20 foregoing policies, as required herein, to the County of Fresno, (Name and Address of the official who will  
21 administer this contract), stating that such insurance coverage have been obtained and are in full force; that  
22 the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the  
23 policies; that for such worker's compensation insurance the CONTRACTOR has waived its right to recover  
24 from the COUNTY, its officers, agents, and employees any amounts paid under the insurance policy and  
25 that waiver does not invalidate the insurance policy; that such Commercial General Liability insurance  
26 names the County of Fresno, its officers, agents and employees, individually and collectively, as additional  
27 insured, but only insofar as the operations under this Agreement are concerned; that such coverage for  
28 additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained

1 by COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance  
2 provided under CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed  
3 without a minimum of thirty (30) days advance, written notice given to COUNTY.

4 In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein  
5 provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this  
6 Agreement upon the occurrence of such event.

7 All policies shall be issued by admitted insurers licensed to do business in the State of California,  
8 and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A  
9 FSC VII or better.

10 11. AUDITS AND INSPECTIONS: The CONTRACTOR shall at any time during business  
11 hours, and as often as the COUNTY may deem necessary, make available to the COUNTY for examination  
12 all of its records and data with respect to the matters covered by this Agreement. The CONTRACTOR  
13 shall, upon request by the COUNTY, permit the COUNTY to audit and inspect all of such records and data  
14 necessary to ensure CONTRACTOR'S compliance with the terms of this Agreement.

15 If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to  
16 the examination and audit of the Auditor General for a period of three (3) years after final payment under  
17 contract (Government Code Section 8546.7).

18 12. NOTICES: The persons and their addresses having authority to give and receive notices  
19 under this Agreement include the following:

20 COUNTY  
21 COUNTY OF FRESNO  
22 Department of Public Health  
1221 Fulton Street  
Fresno, CA 93721

CONTRACTOR  
Diamond Pharmacy Services  
645 Kolter Drive,  
Indiana, PA 15701-3570

23 All notices between the COUNTY and CONTRACTOR provided for or permitted under this  
24 Agreement must be in writing and delivered either by personal service, by first-class United States mail, by  
25 an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by  
26 personal service is effective upon service to the recipient. A notice delivered by first-class United States  
27 mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid,  
28 addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one

COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the next beginning of a COUNTY business day), provided that the sender maintains a machine record of the completed transmission. For all claims arising out of or related to this Agreement, nothing in this section establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

13. GOVERNING LAW: Venue for any action arising out of or related to this Agreement shall only be in Fresno County, California.

The rights and obligations of the parties and all interpretation and performance of this Agreement shall be governed in all respects by the laws of the State of California.

14. DISCLOSURE OF SELF-DEALING TRANSACTIONS

This provision is only applicable if the CONTRACTOR is operating as a corporation (a for-profit or non-profit corporation) or if during the term of the agreement, the CONTRACTOR changes its status to operate as a corporation.

Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing transactions that they are a party to while CONTRACTOR is providing goods or performing services under this agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit A and incorporated herein by reference, and submitting it to the COUNTY prior to commencing with the self-dealing transaction or immediately thereafter.

15. SEVERABILITY

The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in the Agreement shall not affect the other provisions.

1           16.    ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the  
2 CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous  
3 Agreement negotiations, proposals, commitments, writings, advertisements, publications, and  
4 understanding of any nature whatsoever unless expressly included in this Agreement.

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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year  
2 first hereinabove written.

3  
4 **CONTRACTOR**

5  
6 (Authorized Signature)

7 Mark J. Zilner, Chief Operating Officer  
8 Print Name & Title

9 1645 Kolter Drive

10 Indiana, PA 15701

Mailing Address

**COUNTY OF FRESNO**

Nathan Magsig  
Chairman of the Board of Supervisors of  
the County of Fresno

**ATTEST:**

Bernice E. Seidel  
Clerk of the Board of Supervisors  
County of Fresno, State of California

11  
12  
13  
14  
15 By: Rosei Cuyf

Deputy

16 **FOR ACCOUNTING USE ONLY:**

17 Fund:

18 Subclass:

19 ORG: 5620

20 Account: 7295

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## SCOPE OF WORK

CONTRACTOR agrees to supply of pharmaceutical prescriptions and consulting pharmacist services to the following Fresno County Programs: Department of Public Health (DPH) Community Health Division – TB Control Program and Special Services Program.

| ESTIMATED MONTHLY VOLUME OF DOSES                        | QUANTITY  |
|----------------------------------------------------------|-----------|
| DPH Community Health Division – TB Control Program       | 500 – 600 |
| DPH Community Health Division – Special Services Program | 100 – 200 |

- A. Prescriptions are to be filled for thirty (30) day supply, unless otherwise indicated.
- B. The contractor and authorized facility staff shall agree in writing upon a time of day by which written, telephone, and/or fax orders are to be received for same day delivery. Orders placed before 2:00 p.m. will be delivered the following day no later than 10:00 a.m. Orders placed after 2:00 p.m. shall be delivered the second day no later than 10:00 a.m.
- C. Contractor must supply three (3) copies of delivery manifest with all medication listing the full name of the patient, date of birth, drug name and strength, quantity dispensed, physician name, and charges. All copies of the delivery record are to be signed by authorized program staff. One (1) copy shall be kept by the vendor, one (1) copy is for authorized program staff, and one (1) copy will be sent with the billing invoice to the Fresno County Department of Public Health Business Office.
- D. Prescription for clients shall be prepared in a manner entirely like that used for the general public using a bubble pack card whenever possible. Some programs may need prescriptions prepared in a specific manner. Scored tablets are not to be used for minor's medication.
- E. Each prescription shall be labeled in accordance with Business and Professions Code, Section 4076.
- F. Vendor shall provide documentation demonstrating provision of services to County Public Health clinic(s) as defined in California Health and Safety Code 1206(b) for a minimum of 5 years.
- G. Vendor must complete the Sample List of Medications. Vendor must price out each item and list generic prices when available.
- H. Generic substitution in prescriptions is required unless specified otherwise by a physician or if the substituted drug is not AB rated or better by the US Food and Drug Administration.
- I. Provisions shall be made for return credit of any unused medications, provided State and Federal Laws and Regulations allow this procedure. It is estimated that returns will be approximately 15-20% of total quantities ordered on an annual basis. Pharmaceuticals and non-opened topical, drops, and inhalers will be collected for return every week or two for vendor to pick-up.
- J. Contractor must have contracted distribution(s) to obtain medication(s) that may not be readily available by contractor at the time of order.

## Attachment A

- K. Billings for services will be submitted on a monthly statement and are to be organized by program, listing of full name of the patient, date of birth, date of service, prescription number, drug name and strength, quantity dispensed and charges. Invoices are to be sent to Department of Public Health, Business Office, P.O. Box 11867, Fresno, California, 93775. Invoices will not be paid in a timely manner if information is missing or incorrect.
- L. Contract shall bill based on published pricing (i.e. Medical Economics, Drug Topics, Red Book) Average Wholesale Price (AWP) minus a percentage. Any additional costs such as minimum per prescription, dispensing fees, and administrative fees should be included. Prices should not be based on acquisition costs. The AWP must be written out and a complete detailed explanation of the AWP must be regularly updated and sent to the Department of Public Health, Business Office, P.O. Box 11867, Fresno, CA 93755.
  - 1. The vendor shall indicate whether they can invoice Medi-Cal (State Medicaid program) or Medicare. Vendor shall invoice third party payor sources when appropriate and obtain TAR's (treatment authorization requests) when necessary and appropriate.
  - 2. The vendor shall indicate if they are participants of the Federal 340B Drug Pricing Program.
- M. A quarterly report of statistical data on the thirty (30) most ordered medications by program, in terms of prescriptions and dollars spent, must be sent to each program site.
- N. Vendor shall provide consulting pharmacist services for the Department of Public Health, Community Health Division's TB Control Program and Special Services Program.
  - 1. Consulting Pharmacist services must adhere to Business and Professions Code 4182, which includes, but is not, limited to the following:
    - a. The Consulting Pharmacist, in conjunction with the Director and/or Health Officer of the Public Health department, shall review, develop and implement the policies and procedures manual that detail the drug distribution service to ensure that inventories, security procedures training, protocol development, record keeping, packaging, labeling, dispensing, and patient consultation adhere to laws and regulations of the California Board of Pharmacy.
    - b. The consulting Pharmacist shall be required to visit Fresno County's Department of Public Health, Community Health division's clinics regularly and at least quarterly to review the application of said policies and procedures.
    - c. The Consulting Pharmacist shall certify, in writing, at least twice a year to the Department of Public Health's Health Officer that the clinics and programs are or are not operating in compliance with the requirements of the California State Board of Pharmacy.
- O. Divisions may request quarterly staff in-services regarding pharmaceuticals.
- P. Consumer Product Information (CPI) sheets for all medications are to be made available upon request. If needed the vendor may be required to provide CPI sheets in English and Spanish languages, the vendor shall make arrangements to provide CPI sheets in the required languages.

**Specific report requirements are identified under the specific programs outlined herein.**

## **Program Specific Scopes of Work**

### **TB Control Program**

**Cost Center/Billing ID#56201650**

**1221 Fulton Street, 1<sup>st</sup> Floor**

**Fresno, CA 93721**

The Community Health Division's TB Control Program requires the following unique service specifications:

The Community Health Division's TB Control Program provides diagnosis and treatment to patients with active tuberculosis disease and latent tuberculosis infection. Multi-drug resistant tuberculosis is also treated within this clinical setting. The TB Control Program operates Monday through Friday from 8:00 a.m. to 5:00 p.m.

Prescriptions are to be delivered to licensed medical staff, with appropriate identification, between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday.

- A. If vendor does not have a prescribed medication of supply available, vendor will attempt to supply as soon as possible and will promptly (no later than 12 hours after request by medical staff) advise medical staff via telephone communication of the expected delivery date.
- B. The TB Control Program requires routine delivery within 24 hours. However, during emergencies, it is expected that orders placed with the vendor before noon, shall be delivered prior to 5:00 p.m. the same day. If orders are placed after noon, delivery shall occur before noon the following working day. The TB Control Program rarely, if ever, requires STAT medications.
- C. Prescriptions required will be delivered to staff at County facilities only. Prescriptions will not be delivered directly to patients. Deliveries will not be required at locations outside of County facilities.
- D. The TB Control Program's monthly volume of prescriptions is 10-15 per month.
- E. The TB Control Program requires patient-specific prescriptions for clients that shall be prepared in a manner entirely like that used for the general public, using a bubble pack card whenever possible. Some programs may need prescriptions prepared in a specific manner.
- F. Upon request by County staff, vendor will supply an agreed upon method or form for staff to use to record and verify information (i.e. patient name, description of medication, and remaining quantity) for return of returnable bubble packs and issuance of applicable refund or credit by vendor. Any applicable refund or credit will be issued by vendor within forty-five (45) days from County's requested return date.
- G. Billing for services/supplies provided will be submitted to the facility on a monthly statement listing patient name, date of birth, date of service, prescription number, medication name, strength, quantity dispensed, and charges.
- H. Upon provision of the appropriate information, vendor is required to first invoice Medi-Cal or other payor source, if applicable, as the preferred payor source prior to invoicing the County.
- I. Upon request by County staff, provide appropriate patient medication information sheets.
- J. Vendor shall provide monthly printouts of all ordered medications and supplies. Each item shall include patient information or indicate if item was for house stock. This information shall be in a mutually acceptable format so the County can use it to verify against manifests received with the medications.
- K. Vendor shall be available for consultation regarding pharmaceutical issues and make quarterly inspections of pharmaceutical dispensing areas. Currently an average of two (2) 15-minute telephone consultations per week is required.

## **Program Specific Scopes of Work (continued)**

### **Special Services Program**

**Cost Center/Billing ID#56201661**

**1221 Fulton Street, 1<sup>st</sup> Floor**

**Fresno, CA 93721**

The Community Health Division's Special Services Program requires the following unique service specifications:

The Community Health Division's Special Services Program provides treatment to patients with Syphilis. The Special Services Program operates Monday through Friday from 8:00 a.m. to 5:00 p.m.

Prescriptions are to be delivered to licensed medical staff, with appropriate identification, between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday.

If vendor does not have a prescribed medication of supply available, vendor will attempt to supply as soon as possible and will promptly (no later than 12 hours after request by medical staff) advise medical staff via telephone communication of the expected delivery date.

- A. The Special Services Program requires routine delivery within 24 hours. However, during emergencies, it is expected that orders placed with the vendor before noon, shall be delivered prior to 5:00 p.m. the same day. If orders are placed after noon, delivery shall occur before noon the following working day. The Special Services Program rarely, if ever, requires STAT medications.
- B. Prescriptions required will be delivered to staff at County facilities
- C. The Special Services Program's monthly volume of prescriptions is 10-15 per month.
- D. The Special Services Program requires medications in a prefilled syringe of 1.2 mil units. Current orders include 10 syringes per box. This may vary depending on national supply and availability.
- E. Upon request by County staff, vendor will supply an agreed upon method or form for staff to use to record and verify information (i.e. patient name, description of medication, and remaining quantity) for return of returnable medications and issuance of applicable refund or credit by vendor. Any applicable refund or credit will be issued by vendor within forty-five (45) days from County's requested return date.
- F. Billing for services/supplies provided will be submitted to the facility on a monthly statement listing patient name, date of birth, date of service, prescription number, medication name, strength, and quantity dispensed, and charges.
- G. Upon provision of the appropriate information, vendor is required to first invoice Medi-Cal or other payor source, if applicable, as the preferred payor source prior to invoicing the County.
- H. Upon request by County staff, provide appropriate patient medication information sheets.
- I. Vendor shall provide monthly printouts of all ordered medications and supplies. Each item shall include patient information or indicate if item was for house stock. This information shall be in a mutually acceptable format so the County can use it to verify against manifests received with the medications.
- J. Vendor shall be available for consultation regarding pharmaceutical issues and make quarterly inspections of pharmaceutical dispensing areas. Currently an average of two (2) 15-minute telephone consultations per week is required.

## SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

*"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest"*

The definition above will be utilized for purposes of completing this disclosure form.

### INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
  - a. The name of the agency/company with which the corporation has the transaction; and
  - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Exhibit A

|                                                                                                                         |  |              |  |
|-------------------------------------------------------------------------------------------------------------------------|--|--------------|--|
| <b>(1) Company Board Member Information:</b>                                                                            |  |              |  |
| <b>Name:</b>                                                                                                            |  | <b>Date:</b> |  |
| <b>Job Title:</b>                                                                                                       |  |              |  |
| <b>(2) Company/Agency Name and Address:</b>                                                                             |  |              |  |
|                                                                                                                         |  |              |  |
| <b>(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):</b>                  |  |              |  |
|                                                                                                                         |  |              |  |
| <b>(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):</b> |  |              |  |
|                                                                                                                         |  |              |  |
| <b>(5) Authorized Signature</b>                                                                                         |  |              |  |
| <b>Signature:</b>                                                                                                       |  | <b>Date:</b> |  |