

1 **AMENDMENT NO. 1 TO SERVICE AGREEMENT**

2 This Amendment No. 1 to Service Agreement No. A-21-260 is dated _____
3 and is between Lucyrx Health Solutions, Inc., a Delaware Corporation, whose address is 7815
4 N. Palm Ave. Suite 400, Fresno, CA 93711, ("Contractor"), and the County of Fresno, a political
5 subdivision of the State of California ("County").

6 **Recitals**

7 A. On July 13, 2021, the County and the Contractor entered into Medication Payments for
8 Indigent Individuals Program, which is County agreement number A-21-260 ("Agreement"), to
9 provide reduced-cost medication services for individuals served by the County's Department of
10 Behavioral Health (DBH) and Department of Social Services (DSS) who do not have active
11 Medi-Cal or other third-party insurance coverage.

12 B. The County's DBH has experienced an upward trend of usage in the current fiscal year
13 with significant costs incurred between December 2024 and March 2025. As of March 2025, the
14 contract budget has been fully expended due to the recent increased need for high-cost
15 medications to treat persons served.

16 C. Contractor was formerly known as Integrated Prescription Management Incorporated
17 and changed its name to Lucyrx Health Solutions, Inc. on September 23, 2024.

18 D. The County and the Contractor now desire to amend the Agreement to reflect the name
19 change of Contractor, increase the maximum compensation for Fiscal Year 2024-25 and Fiscal
20 Year 2025-26 to ensure sufficient funds to continue providing this service through the end of the
21 contract term, and update pharmacy rebilling terms.

22 The parties therefore agree as follows:

23 1. All references to Integrated Prescription Management Incorporated shall be deemed
24 references to Lucyrx Health Solutions, Inc., dba Integrated Prescription Management.

25 2. All references to "Exhibit A" shall be deemed references to "Revised Exhibit A", which is
26 attached and incorporated by this reference.

27 3. All references to "Exhibit B" shall be deemed references to "Revised Exhibit B", which is
28 attached and incorporated by this reference.

1 4. All references to "Exhibit C" shall be deemed references to "Revised Exhibit C", which is
2 attached and incorporated by this reference.

3 5. Section Four (4) of the Agreement located at Page Seven (7), Lines Nineteen (19)
4 through Twenty-Eight (28) are deleted and replaced with the following:

5 "If performance standards are met and this Agreement is extended for an
6 additional twelve (12) month term pursuant to Section Two (2) of this
7 Agreement, then in no event shall the total maximum compensation
8 amount under this Agreement for FY 2021-22, FY 2022-23, FY 2023-24,
9 and FY 2024-25 combined exceed Two Hundred Eighty-Five Thousand
10 and No/100 Dollars (\$285,000.00) for the total Agreement.

11 If performance standards are met and this Agreement is extended for an
12 additional twelve (12) month term pursuant to Section Two (2) of this
13 Agreement, then in no event shall the total maximum compensation
14 amount under this Agreement for FY 2021-22, FY 2022-23, FY 2023-24,
15 FY 2024-25, and FY 2025-26 combined exceed Three Hundred Ninety-
16 Five Thousand and No/100 Dollars (\$395,000.00) for the total
17 Agreement."

18 6. A portion of Section Five (5) of the Agreement located at Page Eight (8), Line Twenty-
19 Seven (27) through Page Nine (9), Line Six (6) is deleted and replaced with the following:

20 "CONTRACTOR shall bill COUNTY for only for MIA/MSP and UMDAP
21 clients. COUNTY shall ensure that only authorized clients are referred to
22 this program. CONTRACTOR agrees to not bill for any unauthorized
23 clients. COUNTY shall not pay for any services to consumers eligible for
24 Medi-Cal or any third-party insurance, except in cases where Prescription
25 Authorization is provided by COUNTY. Invoice amounts for clients found
26 to be eligible for Medi-Cal or any other third-party insurance shall be
27 denied by the COUNTY, except in cases where Pharmacy is unable to
28 reverse and rebill claims. In such cases where client is found to be

1 eligible for Medi-Cal or any other third-party insurance, CONTRACTOR
2 shall be provided with alternate billing information. CONTRACTOR shall
3 make all reasonable efforts to ensure Pharmacies reverse and rebill
4 claims as requested by COUNTY. CONTRACTOR will issue credit to
5 Pharmacies on subsequent invoicing for any successfully rebilled claims.”

6 7. When both parties have signed this Amendment No. 1, the Agreement and this
7 Amendment No. 1 together constitute the Agreement.

8 8. The Contractor represents and warrants to the County that:

9 a. The Contractor is duly authorized and empowered to sign and perform its obligations
10 under this Amendment.

11 b. The individual signing this Amendment on behalf of the Contractor is duly authorized
12 to do so and his or her signature on this Amendment legally binds the Contractor to
13 the terms of this Amendment.

14 9. The parties agree that this Amendment may be executed by electronic signature as
15 provided in this section.

16 a. An “electronic signature” means any symbol or process intended by an individual
17 signing this Amendment to represent their signature, including but not limited to (1) a
18 digital signature; (2) a faxed version of an original handwritten signature; or (3) an
19 electronically scanned and transmitted (for example by PDF document) version of an
20 original handwritten signature.

21 b. Each electronic signature affixed or attached to this Amendment (1) is deemed
22 equivalent to a valid original handwritten signature of the person signing this
23 Amendment for all purposes, including but not limited to evidentiary proof in any
24 administrative or judicial proceeding, and (2) has the same force and effect as the
25 valid original handwritten signature of that person.

26 c. The provisions of this section satisfy the requirements of Civil Code section 1633.5,
27 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part
28 2, Title 2.5, beginning with section 1633.1).

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- d. Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that representation.
- e. This Amendment is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Amendment with an original handwritten signature.

10. This Amendment may be signed in counterparts, each of which is an original, and all of which together constitute this Amendment.

11. The Agreement as amended by this Amendment No. 1 is ratified and continued. All provisions of the Agreement and not amended by this Amendment No. 1 remain in full force and effect. This Amendment I shall be effective retroactive to on March 1, 2025.

[SIGNATURE PAGE FOLLOWS]

1 The parties are signing this Amendment No. 1 on the date stated in the introductory
2 clause.

3 LUCYRX HEALTH SOLUTIONS, INC. dba
4 Integrated Prescription Management

COUNTY OF FRESNO

5 
6 Melissa Hawkins (May 15, 2025 12:45 CDT)

7 _____
Melissa D Hawkins, President

Ernest Buddy Mendes, Chairman of the Board
of Supervisors of the County of Fresno

8 Integrated Prescription Management
9 7815 N. Palm Ave. Suite 400
Fresno, CA 93711
10 Phone No.: (559) 476-8046

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

11 By: _____

12 Deputy

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20 For accounting use only:

21 DBH:
22 Fund/Subclass: 0001/10000
23 Organization: 56304512
Account: 7295
24 FY 2021-22 \$50,000
25 FY 2022-23 \$50,000
26 FY 2023-24 \$50,000
FY 2024-25 \$95,000
FY 2025-26 \$100,000

27 DSS:
Fund/Subclass: 0001/10000
28 Organization: 56107001
Account: 7295
(\$10,000 per FY)

MEDICATION PAYMENTS FOR INDIGENT INDIVIDUALS PROGRAM**SUMMARY OF SERVICES**

ORGANIZATION: Lucyrx Health Solutions, Inc. dba Integrated Prescription Management (IPM)

ADDRESS: 7815 N. Palm Ave. Suite 400
Fresno, CA 93711

TELEPHONE: 858-744-2250

CONTACT PERSON: Melissa Hawkins – President

CONTRACT PERIOD: July 1, 2021 – June 30, 2024
With two (2) optional twelve (12) month renewals (FY 2024/25 and FY 2025/26)

SUMMARY OF SERVICES

The Medication Payments for Indigent Individuals Program was designed to obtain pharmaceutical prescription drug services for medically indigent adults with severe mental illness (SMI) and children with severe emotional disturbance (SED) who receive mental health services from the County's Departments of Behavioral Health and Social Services. This program is designed to provide these indigent individuals with access to their prescriptions at pharmacies across Fresno County at a low cost to the County. This program is also designed to provide an efficient and effective method for the County to manage the prescription process.

CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING SERVICES:

- I. Pharmaceutical Management
IPM shall contract with pharmacies throughout Fresno County to fill pharmaceutical prescriptions at a discounted rate for medically indigent adults and children receiving services from DBH and/or child welfare services from DSS. The majority of these prescriptions will be for psychotropic pharmaceuticals; however, prescriptions may also cover treatment of side effects related to using psychotropic medications as well as physical health related medications.
- A. Retail Pharmacy Network
 1. Maintain contractual relationships with pharmacies throughout Fresno County for the entire term of the contract. The retail pharmacies will fill prescriptions for all County locations. Prescriptions filled and dispensed at retail pharmacies may have various payor sources, such as County Paid, Medi-Cal, Medicare, private insurance, and Prescription Assistance Program (PAP) stock or manufacturer coupons.
 2. Contracted pharmacies shall provide consultations for all new prescriptions as required by Federal and State rules and regulations.
 3. Have the ability to provide a County payment indicator called Uniform Method for Determining Ability to Pay (UMDAP) to the contracted

pharmacy that identifies County as the primary payer for UMDAP eligible mental health clients.

4. Have the ability to provide a (PAP) indicator or flag to the contracted pharmacy for individuals denied access to prescriptions to be filled through the County's assistance programs.
5. Contracted pharmacies shall accept prescriptions by all allowed methods in accordance with State and Federal rules and regulations.
6. Network Coverage – IPM's retail pharmacy network shall maintain pharmacies within five miles of every zip code.
7. Systems Interface – IPM shall maintain systems and processes to support eligibility determination, messaging, and communication with participating pharmacies.
8. Retail Pharmacy Scripts – IPM shall maintain an editing and messaging process that will ensure that only qualifying prescriptions will be filled.

B. Administration

1. Attend meetings with County on an as needed basis to discuss program specifications and trends.
2. Maintain, update, and manage client eligibility when information is provided by DBH.
3. Perform eligibility updates to client data with input from County.
4. Update consumer eligibility files within a mutually agreed upon timeline after receiving updates from the County.
5. Maintain history for each consumer available for immediate, direct access by the County during the term of the Agreement.
6. Maintain all data records either on or off-line for a minimum of seven (7) years, in accordance with State and Federal rules and regulations.
7. Provide an override process to allow the County the ability to fill non-formulary drugs, when needed.
8. Administer the County's eligibility requirements: (a) client must be a County client; (b) each script must be prescribed from an authorized County provider; and (c) each drug must be on the County's formulary for DBH, if script is sent from DBH.
9. Support a centralized, consolidated billing process that also provides line-item detail for all drug expenditures for each Group, as defined by County. Invoicing must be detailed enough to determine each Group's spending by specific drug description, National Drug Code (NDC), consumer information, name, physician, Group ID and Plan ID (as defined by the County), Pharmacy, Rx number, if new or a refill, date filled, metric quantity, day's supply and billed amount.
10. Comply fully with systems, processes, procedures, and policies with current Federal HIPAA Privacy and Security requirements as well as State confidentiality regulations for the collection, maintenance, use and transmission of protected information. IPM will fully adhere to the most restrictive regulation for the protection of information.

C. Account Management and Customer Service

1. Identify an account manager who will be responsible for the overall contract responsibilities and will have administrative authority under this contract.
2. Maintain sufficient staff to resolve day-to-day problems and answer queries will be provided for customer service via a toll-free number for participating pharmacies and for County staff.
3. Prescription orders and arrangements for language/cultural assistance, (i.e., translations/interpretations) will be provided via written, fax, and/or telephone requests from staff, acting as agents of the assigned licensed physician. IPM's pharmacies shall provide prescriptions in accordance with State Board of Pharmacy Regulations.
4. Cost Audits
5. The County reserves the right to perform cost audits on invoices and make any adjustments required to correct errors. Corrections shall be made not more than sixty (60) days after notification to correct is received from County.

II. On-Line Queries

- A. Provide the County the ability to query online claim data history for creating additional custom reports on an as needed basis.
- B. Provide the County the ability to query online of specific medication usage by client.
- C. Maintain the capability to provide monthly detailed prescription drug claims data to County.
- D. Ensure the output of any reporting system can be exported to Microsoft compatible software.
- E. Provide access to technical support staff who can respond to questions concerning the use of any proposed reporting system.

III. Medi-Cal

A. Medi-Cal Eligibility and Billing

1. Medically indigent individuals often become eligible for Medi-Cal. IPM's pharmacies shall be responsible for billing Medi-Cal when the client is Medi-Cal eligible. Medi-Cal eligibility may remain consistent or may fluctuate from month- to-month. On a monthly basis, County will notify IPM when an individual becomes eligible/ineligible for Medi-Cal. Medi-Cal eligibility can be determined retroactively and IPM's pharmacies shall be required to back-bill Medi-Cal and adjust invoices accordingly, up to 12 previous months, to the extent possible from the dispensing pharmacy(ies)
2. IPM shall adjust invoicing every month when a client may become eligible for Medi-Cal retroactively or has Medi-Cal terminated and may become

Medi-Cal eligible again. Credit for any successful retroactive billing will appear on the next billing cycle from the process date.

3. IPM shall make every reasonable attempt to have Pharmacy reverse and rebill Medi-Cal.
4. In cases where Pharmacy is unable to reverse and rebill Medi-Cal, IPM will request the dispensing pharmacy to provide proof of Pharmacy's denial to County, when possible, and County shall remain responsible for billed claim.
5. If a patient becomes Medi-Cal eligible, IPM will support County staff by accommodating ad hoc requests or providing on-demand access to a report that can be submitted to a Pharmacy to back bill those claims to the appropriate payor source.

B. Treatment Authorization Request (TAR)

1. For clients who are Medi-Cal eligible, IPM's pharmacies shall assume responsibility for Treatment Authorization Request (TAR) submission of Medi-Cal covered drugs, non-covered medications, and situations involving over six (6) prescriptions per client. Since payment for Medi-Cal eligible clients will be denied by the County, reimbursement by the County for these charges will take place once IPM's pharmacy provides verification of the TAR denial from the State.
2. IPM shall ensure that DBH is only billed for prescriptions for medically indigent clients, Medi-Cal denied TAR/deferred TAR x 2 claims (with denials provided) and claims for individuals who have not met their monthly Medi-Cal Share of Cost (SOC).

C. Medi-Cal Coordination of Benefits

1. IPM and IPM's pharmacies shall maintain a process for coordination of payment obligations to ensure Medi-Cal pays for covered drugs dispensed to Medi-Cal eligible clients.

IV. Training

- A. IPM shall provide comprehensive training on all aspects of data reporting and system usage, including but not limited to specific software and querying of data for reports, to County staff.
- B. Training must be available to County staff at a minimum once a year for each term of the contract.
- C. Training will be at no cost to the County.
- D. IPM shall provide all training materials, in either hard copy or online in printable format. training materials shall be updated on an ongoing basis as technology and needs change throughout each term of the contract.
- E. IPM shall be responsible for all costs, including but not limited to travel and materials, associated with providing training to County staff.

V. Invoicing

- A. IPM and/or IPM's Pharmacies shall work to appropriately bill, including back-billing for prior invoices, all prescriptions that may be eligible under an alternate payer. The County will always be the payer of last resort.

- B. IPM will provide DBH with invoicing grouped by Group # and Plan ID # (cost center) or as directed and defined by the County for each program as each program has budget responsibility for the cost of drugs prescribed and dispensed to its clients. Each Department (DBH and DSS) are to receive an invoice from IPM that will include charges broken down by group and plan ID (cost center).
- C. Invoices shall be submitted monthly as both a paper claim and as a data download.
- D. Invoices shall be accurate and timely and contain all information requested by the County. IPM is to submit accurate monthly invoices that shall be received by County no later than the 10th day of the preceding month.
- E. IPM shall maintain history of all invoices, adjustments, and credits during the term of the agreement.
- F. Each line item on the invoice shall include the following information:
 - 1. Contract Number
 - 2. Group ID number, as defined by the County
 - 3. Plan ID Number, as defined by the County
 - 4. Client Name and Date of Birth
 - 5. Client DMH # (provided by the County)
 - 6. Prescribing Physician's Name
 - 7. Prescribed Drug, dosage, strength, NDC #, date dispensed
 - 8. The number of units dispensed for each drug/dosage.
 - 9. The contract cost per unit for each drug/dosage.
 - 10. Contracted price for each drug dispensed.
 - 11. AWP at the time of sale
 - 12. Discounts
 - 13. Administrative Fee
 - 14. Dispensing Fee
- G. IPM's Pharmacies will be required to bill all payer sources, including retroactive Medi-Cal, as required, and credit the County to the appropriate original invoice. IPM recognizes and will ensure that the County is the payor of last resort.
- H. IPM shall have the ability to provide invoice adjustments or credit memos on a separate invoice from the current monthly invoice that will reference the original invoice.
- I. IPM shall provide a current invoice and a secondary invoice detailing past invoices with line items outstanding due to a client having become Medi-Cal eligible, etc. IPM shall appoint their Accounts Receivable representative to work with County staff to resolve payment issues both on the current and the secondary invoice on an ongoing monthly basis. IPM will credit the County of that claim once the dispensing network pharmacy reverses and rebills to the appropriate payor source.
- J. County reviews all invoices for accuracy. Payments to IPM for inaccurate invoices may be delayed or suspended until IPM submits a correct invoice. County shall make payment to IPM upon verification of the accuracy of the invoice.

- K. County shall not pay dispensing or administrative fees when a claim is denied by the County due to other payer source eligibility.
 - L. Invoice Reconciliation – IPM' Account Manager will work with individual DBH Group representatives to resolve aged receivables balances on a monthly basis. This will include issues related to Medi-Cal or any other billing/payment concerns or aged receivables.
 - M. IPM's Account Manager will work with individual DBH Group representatives to resolve aged receivables balances on a monthly basis. This will include issues related to Medi-Cal or any other billing/payment concerns or aged receivables.
- VI. Patient Assistance Program (PAP)
- A. IPM and/or IPM's Pharmacies may be requested to provide storage and re-packaging of available medication acquired through drug manufacturer's Patient Assistance Program (PAP), as directed by the County.
 - B. At this time, clients thought to be eligible for a PAP are interviewed by DBH staff for eligibility criteria established by the various Drug Manufacturers. A client's application is sent to the Manufacturer and if/when approved, a client's medications are shipped directly to DBH. In turn, DBH nurses dispense the medications to the client in accordance with all State approved guidelines.
- VII. Technical Requirements
- A. IPM shall ensure proposed software products are available to DBH twenty-four hours per day, 365 days per year, via a Web browser interface.
 - B. IPM's Pharmacies shall have software that is "SureScripts" certified. In addition, IPM's Pharmacies shall be certified to receive new prescriptions and able to send electronic refill requests (specifically electronic, not by fax) via the Pharmacy Health Information Exchange, operated by SureScripts.
- VIII. Utilization Management
- A. IPM will conduct Concurrent Drug Utilization Review (DUR) and Retrospective Drug Utilization Review (RDUR). IPM shall have ability to provide reports that will allow the County to review its drug usage data (prescriber, patient, drug, dosage, date of dispense).
 - B. IPM shall be required to administer a mandatory generic substitution whenever possible for the drugs covered under the Fresno County mental health drug program.
 - C. IPM shall maintain Prior Authorizations (PA) program capabilities and provide ad-hoc reports that are not standard pre-formatted.
- IX. Client Eligibility
- A. County can provide a monthly recurring eligibility feed that includes all of Fresno County to IPM, who will accept data in any format provided by County.
 - B. County updates its eligibility on a continuous basis. IPM will accept daily/nightly batch downloads of eligibility changes as needed.
 - C. IPM will provide web-based online access to their claims adjudication systems for such functions as eligibility updates and reporting requirements to allow County staff to make real-time immediate online eligibility updates for its clients.

- D. In addition to receiving eligibility through an eligibility file, IPM will provide online access to the County to update member eligibility.
 - E. IPM will utilize a process for reconciling eligibility discrepancies between IPM's system and the County's.
 - F. IPM will utilize the most current eligibility file provided by the County and provide the appropriate messaging to the networked pharmacies.
 - G. County will authorize every new prescription each time a script is given, as each County authorization will only be one prescription with a maximum of two subsequent refills. IPM and IPM's Pharmacies shall terminate member eligibility every time a prescription and any accompanying refill(s) have been filled.
- X. Customer Service
- A. IPM will direct participating members' questions, issues, or problems concerning the provision of services to clients to County's staff.
- XI. Account Management
- A. IPM will provide and conduct a continuous monitoring system with the specific goal of improving the quality of services and care provided. Medication error and omission shall be monitored and reported quarterly.
 - B. IPM shall host a monthly meeting to discuss program updates, issues, and concerns. IPM will work with the County in resolving issues identified via this forum, or other sources. These monthly forums will be changed to quarterly forums after any initial operational issues are identified and resolved.
- XII. Reporting
- A. IPM will provide the County staff with access to customized behavioral health reports.
 - B. IPM will provide the County with access to data that facilitates their ability to access important information on demand. IPM shall provide custom analyses and ad hoc reporting upon request to accommodate internal and external reporting needs.
 - C. IPM will be assign a dedicated account executive and account manager to provide technical support to the County.
 - D. IPM will support reporting at the Group and Plan ID (cost center) levels as defined by the County as well as consolidated reporting for all of County's clients. These reports will be accessed by County's designee(s).
- XIII. Deliveries
- A. Deliveries of medications will only be required for medications requiring special handling (e.g. injections). IPM will coordinate delivery service with applicable networked pharmacy(ies).
- XIV. Other Requirements
- A. Prescriptions are to be filled for a thirty (30) day supply, unless otherwise indicated.
 - B. Prescriptions shall be prepared in the same manner as that used for the general public, using a bubble pack card whenever possible. IPM will coordinate requested packaging services with networked pharmacy(ies).

- C. Generic substitutions in prescriptions are required unless specified otherwise by a licensed physician or if the substituted generic drug is not available
- D. IPM shall encourage its Pharmacies to utilize the lowest cost generic and brand name meds. IPM will apply maximum allowable cost (MAC) to most generic drugs (where applicable), regardless of the pharmacy choice.
- E. The County may also use the pharmaceutical services for individuals being served by contracted agencies.
- F. Prescription fills are to be available after hours (i.e. after 5:00pm on Monday-Friday and all day on weekends) at applicable Pharmacies.

COUNTY'S RESPONSIBILITIES

DBH will provide the following information:

- A. Updates on client eligibility, as mutually agreed upon.
- B. County formularies.
- C. Notification of reports needed for County Departments.
- D. Indicators on eligibility files (e.g., Medi-Cal or other files defined by the County), when available.
- E. Point of contact from both DBH and DSS for whom all vendor communications may be addressed.
- F. Current list of County's prescribing physicians.

DSS will provide the following information:

- A. Appropriate information for pharmacies to fill required prescriptions for children.
- B. Written protocol for making prescription fill requests.

PERFORMANCE MEASURES/PROGRAM OUTCOMES

IPM shall provide all project monitoring and compliance protocols, procedures, data collection methods, and reporting requirements requested by the COUNTY. IPM will address each of the categories referenced below and may additionally propose other performance and outcome measures that are deemed best to evaluate the services provided and/or to evaluate overall program performance.

IPM understands that the COUNTY may adjust the performance and outcome measures periodically throughout the duration of this Agreement, as needed, to best measure the program. IPM will utilize a computerized tracking system with which performance and outcome measures and other relevant data, such as demographics, will be maintained.

- I. Cost Containment
 - A. IPM shall provide the lowest possible pricing using whichever sources and/or methods necessary to provide appropriate medication for the medically indigent individuals served by DBH and DSS who lack any third-party insurance or Medi-Cal.

- B. SIPM's Pharmacies will be directed to utilize the lowest cost generic medications approved by the Federal Food and Drug Administration (FDA). Brand names are to be used only when generic medications are not available.
- C. IPM shall maintain a drug utilization review and notification program for DBH prescribing physicians to ensure prescribed medication is appropriate in dosage, frequency, and compatibility with other medications (e.g., drug-to-drug interaction audits).
- D. IPM shall advise County when less expensive medication plans become a more viable form of treatment.

II. Information Management/Reporting

- A. IPM shall provide monthly reports and online access to DBH and DSS and information pertaining to costs, usage, clients, providers, rebates from pharmaceutical companies, and medication dispensed.
- B. IPM shall maintain a centralized medication profile for all individuals served with a history of all prescriptions filled, prescribing doctors, payment method, pharmacy where medications were picked up, and client demographics.
- C. IPM shall create and maintain a file for DBH and client database by utilizing either a point-of-sale system or by monthly uploading of client eligibility, and downloading of the invoice claims.
- D. The following are examples of desired information to be provided by IPM on a monthly basis to the DBH:
 - 1. Total prescription costs/credits per program or clinic designated by the County, with cost center numbers
 - 2. Usage and prescribing patterns
 - 3. Report of specific medication usage by dosage by client, when requested by the County
 - 4. Number of unduplicated (unique) individuals using program services
 - 5. All dispensed medications and dosages by physician
 - 6. Number of invalid claims filed and processed
 - 7. Number of complaints filed
 - 8. Cost data per client
 - 9. Cost per group and cost center
 - 10. Customized management reports, as requested by the County
 - 11. Monthly financial utilization reports, applicable to DBH needs
 - 12. Any incidents involving medication which could adversely affect a client and the messaging directed to IPM's Pharmacies that were sent.

III. Client Access

- A. IPM shall contract as many Pharmacies as feasible for medication availability for outpatient clients treated throughout Fresno County.

IV. Legal and Regulatory Requirements

- A. Pharmacies will be contractually required to provide products and services that meet the quality and packaging standards, and all other requirements of the California State Board of Pharmacy. In addition, IPM and IPM's Pharmacies shall

maintain all licenses and certificates required by any local, State or Federal rules and regulations.

VENDOR DEFINITIONS

Unless otherwise defined in the Agreement to which this Exhibit A1 is attached, the following terms shall have the meanings ascribed below.

- 1.1 “Average Wholesale Price” or “AWP” means the benchmark price established by MediSpan, or another national reporting service of pharmaceutical prices as selected by IPM for all clients, based on the 11-digit NDC of the package size of the prescription drug actually dispensed by a Pharmacy.
- 1.2 “Brand Drug” will mean a prescription drug designated by Medi-Span indicators as “M” (co-branded product), “N” (single-source brand) or “O” (originator). IPM may preserve the generic status of a product and override the M, N, or O indicators and deem the drug to be a Generic Drug through review of additional information such as: (a) Multisource code; (b) FDA Application Data (NDA/ANDA); (c) Medispan Brand Name Code; (d) Medispan Labeler Code; (e) Medispan FDA Reference Listed (Orange Book) and (f) price, and may alter the classification so as to classify the drug as a Generic Drug based on the above criteria.
- 1.3 “Claims” means those claims for Covered Drugs processed through IPM’s claims adjudication system or otherwise transmitted or processed in accordance with the terms of the Agreement and the Plan Specifications.
- 1.4 “Covered Drugs” means the pharmaceutical products and services which are reimbursable under the terms of COUNTY’s Plan Specifications.
- 1.5 “Generic Drug” means, a prescription drug designated by Medi-Span indicators as “Y” (generic).
- 1.6 “MAC” means the maximum allowable price per unit, charged for a prescription drug product generally available from multiple manufacturers. The MAC list is subject to review and modification to reflect changes in market conditions due to the number of manufacturers, availability, utilization and pricing volatility.
- 1.7 “Plan Specifications” means the coverage terms and conditions of the COUNTY’s pharmacy benefit containing all information regarding Copayments days’ supply limitations and other COUNTY coverage details.

FRESNO COUNTY DEPARTMENT OF BEHAVIORAL HEALTH

**PROGRAM LOCATIONS WHERE
MEDICATION DELIVERIES MAY BE REQUIRED**

***In the event that one of these facilities is relocated or a new facility is added, this exhibit will be updated to reflect the new location name and address of the facility.**

**OUTPATIENT METRO SERVICES
4441 E. Cesar Chavez Blvd.
Fresno, CA. 93702**

**CHILDREN'S OUTPATIENT SERVICES
2719 N. Air Fresno Drive
Fresno, CA 93727**

**HEALTH AND WELLNESS CENTER
1925 E. Dakota Ave Suite G
Fresno, CA 93726**

COST PROPOSAL

Vendor Name: Lucyrx Health Solutions, Inc. dba Integrated Prescription Management (IPM)

Vendors are to complete all cost proposal pages and return with your proposal. Costs must be firm for the first three (3) years of a contract. Please use additional sheets for years four (4) and five (5) and clearly identify the year. A complete five (5) year budget is required.

Contracted pharmacy shall bill based on the published (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. Identify all cost components of total charges.

The County is interested in receiving medication for County clients at the most economical rate.

Costs for pharmaceuticals and the cost of any services such as developing any Information System and subsequent reporting must be provided separately.

List the cost separately for the disposition of all expired or damaged medications if the vendor can provide such services.

The maximum amount to be paid by the County under this RFP shall not exceed \$60,000, annually.

AWP Publication Name: Medi-Span

Explain advantages of using this reference book as opposed to other publications:

Medi-Span is the most widely used and accepted source for AWP pricing in the industry.

Percentage discount for medication off the AWP cost: **(Years 1-3)**

Brand Name	<u>AWP – 17.00%</u>
Generic	<u>AWP – 78.00%</u>
Minimum cost per prescription	<u>\$None</u>
Administrative cost/management fee	<u>\$0.00</u>
Dispensing fees	<u>\$2.00</u>
Disposal fee for expired meds	<u>\$N/A as instructed</u>
STAT charges, if any	<u>\$N/A as instructed</u>
Other (explain what services are included in "Other" and the charges/costs associated with services).	<u>\$</u>

AWP discount amounts set forth above and in Exhibit D represent aggregate effective rates and are measured on an annual basis on each anniversary. Individual prescription claims may vary above or below the AWP discount.

COST PROPOSAL

Vendor Name: Lucyrx Health Solutions, Inc. dba Integrated Prescription Management (IPM)

Vendors are to complete all cost proposal pages and return with your proposal. Costs must be firm for the first three (3) years of a contract. Please use additional sheets for years four (4) and five (5) and clearly identify the year. A complete five (5) year budget is required.

Contracted pharmacy shall bill based on the published (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. Identify all cost components of total charges.

The County is interested in receiving medication for County clients at the most economical rate.

Costs for pharmaceuticals and the cost of any services such as developing any Information System and subsequent reporting must be provided separately.

List the cost separately for the disposition of all expired or damaged medications if the vendor can provide such services.

The maximum amount to be paid by the County under this RFP shall not exceed \$105,000, annually.

AWP Publication Name: Medi-Span

Explain advantages of using this reference book as opposed to other publications:

Medi-Span is the most widely used and accepted source for AWP pricing in the industry.

Percentage discount for medication off the AWP cost: **(Year 4)**

Brand Name	<u>AWP – 17.10%</u>
Generic	<u>AWP – 78.50%</u>
Minimum cost per prescription	<u>\$None</u>
Administrative cost/management fee	<u>\$0.00</u>
Dispensing fees	<u>\$2.00</u>
Disposal fee for expired meds	<u>\$N/A as instructed</u>
STAT charges, if any	<u>\$N/A as instructed</u>
Other (explain what services are included in “Other” and the charges/costs associated with services).	<u>\$</u>

AWP discount amounts set forth above and in Exhibit D represent aggregate effective rates and are measured on an annual basis on each anniversary. Individual prescription claims may vary above or below the AWP discount.

COST PROPOSAL

Vendor Name: Lucyrx Health Solutions, Inc. dba Integrated Prescription Management (IPM)

Vendors are to complete all cost proposal pages and return with your proposal. Costs must be firm for the first three (3) years of a contract. Please use additional sheets for years four (4) and five (5) and clearly identify the year. A complete five (5) year budget is required.

Contracted pharmacy shall bill based on the published (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. Identify all cost components of total charges.

The County is interested in receiving medication for County clients at the most economical rate.

Costs for pharmaceuticals and the cost of any services such as developing any Information System and subsequent reporting must be provided separately.

List the cost separately for the disposition of all expired or damaged medications if the vendor can provide such services.

The maximum amount to be paid by the County under this RFP shall not exceed \$110,000, annually.

AWP Publication Name: Medi-Span

Explain advantages of using this reference book as opposed to other publications:

Medi-Span is the most widely used and accepted source for AWP pricing in the industry.

Percentage discount for medication off the AWP cost: **(Year 5)**

Brand Name	<u>AWP – 17.20%</u>
Generic	<u>AWP – 79.00%</u>
Minimum cost per prescription	<u>\$None</u>
Administrative cost/management fee	<u>\$10.00*</u>
Dispensing fees	<u>\$2.00</u>
Disposal fee for expired meds	<u>\$N/A as instructed</u>
STAT charges, if any	<u>\$N/A as instructed</u>
Other (explain what services are included in “Other” and the charges/costs associated with services).	<u>\$</u>

AWP discount amounts set forth above and in Exhibit D represent aggregate effective rates and are measured on an annual basis on each anniversary. Individual prescription claims may vary above or below the AWP discount.

*Administrative fee is Per Member Per Month.