Health Services
LOS ANGELES COUNTY

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February 3, 2009

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

APPROVAL OF AN HIV/AIDS PHARMACY SERVICES REIMBURSEMENT AGREEMENT (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

Approval of an Agreement to reimburse the Department of Health Services (DHS) and the Sheriff's Department for HIV/AIDS drugs and pharmacy services provided to eligible County patients.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Interim Director of Health Services, or his designee, to execute an Agreement with Ramsell Pharmacy Solutions, LLC (Ramsell) for reimbursement for the provision of HIV/AIDS drugs and pharmacy services dispensed in DHS and the Sheriff's pharmacies to County patients eligible for the California Department of Health Services AIDS Drug Assistance Program (ADAP), effective July 1, 2008 through June 30, 2011, at no net County cost.

2. Delegate authority to the Interim Director of Health Services, or his designee, to execute future reimbursement agreements, on condition that future agreements are substantially similar to the recommended agreement, following the review and approval of County Counsel and the Chief Executive Officer, with notification to your Board.

PURPOSE/JUSTIFICATION OF THE RECOMMENDATION ACTIONS

Approval of the first recommended action will enable DHS to enter into an Agreement, substantially similar to Exhibit I, to allow DHS and the Sheriff's Department to continue to obtain reimbursement for HIV/AIDS drugs and pharmacy services provided to County patients eligible for the

California Department of Health Services' (CDHS) ADAP. Ramsell is the CDHS fiscal intermediary for the ADAP program. The most recent agreement between the County and Ramsell expired June 30, 2008, which was concurrent with the expiration date of the agreement between CDHS and Ramsell. Approval of the CDHS successor agreement with Ramsell was delayed due to the late approval of the California State budget.

As a result, presentation of agreements to program participants was also delayed and the recommended reimbursement Agreement was not submitted for your Board's approval in a timely manner.

Approval of the second recommended action will enable DHS to more expediently execute future reimbursement Agreements, also substantially similar to Exhibit I, subject to review and approval by County Counsel and the Chief Executive Office, with notification to your Board.

Implementation of Strategic Plan Goals

These actions support Goal 7, Health and Mental Health, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

There is no net County cost associated with these actions. This Agreement provides for reimbursement to County pharmacies for dispensing prescription items to eligible HIV/AIDS patients in accordance with CDHS' ADAP approved formulary. In Fiscal Year (FY) 2007-08, DHS received $6.199 million and the Sheriff's Department received $2.945 million in reimbursement under the Agreement. Revenue is budgeted in both departments' FY 2008-09 Final Budget and will be included in future fiscal years.

DHS' FY 2008-09 Final Budget includes $5.181 million in ADAP revenue and this is consistent with the FY 2008-09 full-year estimate.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On July 1, 1997, CDHS/Office of AIDS centralized its reimbursement and data functions for ADAP and entered into a statewide Agreement with Ramsell (formerly PMDC) as the fiscal intermediary for CDHS in an effort to: 1) reduce drug costs; 2) expand statewide access for patients to get their ADAP prescriptions filled at local pharmacies; 3) provide confidential mail order pharmacy services, particularly to patients in remote locations, during times of limited mobility, or in areas where ADAP services would not otherwise be available; and 4) contract with local health

jurisdictions to accommodate the special needs associated with the delivery of ADAP services, including the provision of services to incarcerated populations.
Since 1998, your Board has approved Agreements for State reimbursement for ADAP services. DHS and Sheriff's facilities will continue to be electronically linked to Ramsell's pharmacy network and Ramsell will continue to reimburse County pharmacies for items dispensed in ADAP's approved formulary.

The recommended reimbursement Agreement is Ramsell's standard agreement for all participants in the CDHS ADAP reimbursement program and as such does not include the County's required provisions.

County Counsel has approved Exhibit I as to form.

CONTRACTING PROCESS

The County uses the CDHS selected contractor for reimbursement of ADAP drugs and pharmacy services, therefore the County's contracting process is not applicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendations will allow DHS and the Sheriff's Department to continue to receive reimbursement for the distribution of prescription HIV/AIDS drugs and pharmacy services to eligible County patients.

CONCLUSION

When approved, DHS requires three signed copies of the Board's action.

Respectfully submitted,

John F. Schunhoff, Ph.D.
Interim Director

JFS:rf

Attachment

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors
Sheriff's Department

PHARMACY PROVIDER AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, _____ to be effective on _____ ("Effective Date") by and between Ramsell Pharmacy Solutions, LLC, a California limited liability company, ("Ramsell") and _____ ("Provider").

WHEREAS, Ramsell Holding Corporation, a California corporation, is the parent of Ramsell and Ramsell Public Health Rx, LLC, a California limited liability company ("Ramsell PHRx");

WHEREAS, Ramsell manages pharmacy network administration for Ramsell PHRx;

WHEREAS, Ramsell PHRx manages prescription drug benefits on behalf of Sponsors through this provider network;

WHEREAS, Provider is duly authorized to provide pharmacy services and desires to participate in the provider network established by Ramsell;

WHEREAS, Ramsell will offer certain Program Members the opportunity to utilize the services of the provider network; and,

WHEREAS, Provider desires to enter into an agreement with Ramsell to participate in the provider network established by Ramsell to render Covered Pharmacy Services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein and other good and valuable consideration, it is mutually agreed by and between the parties as follows:

ARTICLE I
DEFINITIONS

The following definitions apply to this Agreement:

1.1 **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 a Sponsor's benefit plan.

1.2 **Co Pay** means a Program Member's payment obligation for Covered Pharmacy Services as determined by a Sponsor.

1.3 **Covered Pharmacy Services** means those pharmacy services, drugs, and medications that Provider is legally authorized to provide, and that are rendered to a Program Member by Provider in compliance with the applicable rules of the Sponsor for which Sponsor is obligated to pay or reimburse pursuant to a Sponsor Agreement.

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

1.5 **Program Members** means those persons who have elected to receive care from a Provider Pharmacy and who are entitled to receive pharmacy benefits under a Sponsor Agreement.

1.6 **Provider Pharmacy** means a pharmacy that has entered into a written agreement with Ramsell to serve Program Members.

1.7 **Sponsor** means any legal entity recognized by state or federal law or combination of such legal entities that has entered into a Sponsor Agreement with Ramsell and/or Ramsell PHRx.

1.8 **Sponsor Agreement** means an agreement between Ramsell and/or Ramsell PHRx and Sponsor under which Ramsell and/or Ramsell PHRx undertakes to manage prescription benefits for Program Members through one or more Provider Pharmacies.

ARTICLE II
PROVIDER REPRESENTATIONS AND WARRANTIES

2.1 **Representations and Warranties** Provider represents and warrants to Ramsell that it and its employees and agents:

(a) hold valid, unrestricted and unconditional licenses, certifications, and other approvals necessary to provide services under this Agreement;

(b) who are pharmacists employed by Provider are duly licensed or certified in accordance with the state laws of the Sponsor(s);

(c) are in compliance with all applicable federal, state, and municipal laws, regulations, rules, ordinances and orders related to this Agreement and the services to be provided hereunder;

(d) are not presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in any federal health care programs, as defined under 42 U.S.C. § 1320a-7b(f), any form of state Medicaid program, or any federal department or agency and to such party's knowledge, there are no pending or threatened governmental investigations that may lead to same;

(e) have not, within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or

performing a transaction or contract with a government entity; 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;

(f) are not presently under indictment for or otherwise charged by a government entity with commission of any of the offenses set forth in Section 2.1(e);

(g) have not, within a three (3) year period preceding this Agreement had one or more transactions or contracts with a government entity terminated for cause or default;

(h) will not knowingly do business in connection with a Covered Pharmacy Service with a person or entity who has been debarred, suspended, ineligible or otherwise excluded from participation in any federal health care programs, as defined under 42 U.S.C. § 1320a-7b(f), except as permitted by law and authorized by Ramsell; and,

(i) will abide by the then current pharmacy rules of the individual Sponsor except to the extent that the Provider is notified of a variation in coverage with respect to a particular Sponsor.

Provider further warrants that execution, delivery and performance of this Agreement by Provider does not violate any contract, agreement, regulatory ruling, or judicial order to which Provider is subject, or to the best of Provider's knowledge, violates any law.

If the Provider is unable to certify to any of the statements herein, Provider shall submit a written explanation to Ramsell. If the Provider knowingly violates the provisions of this Section 2.1 or if any of the preceding representations shall not be true, Ramsell may immediately terminate this Agreement.

Evidence of such licensing and/or authorization as represented and warranted in sub (a) and (b) shall be submitted by Provider to Ramsell upon request.

2.2 **Notification to Ramsell** Provider shall notify Ramsell within a reasonable period of time, but no more than ten (10) 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 or its pharmacist's licenses, certificate, or accreditation;

(b) commencement of an investigation, suspension, or exclusion as described in Section 2.1(d);

(c) indictment for or a charge by a government entity with commission of any of the offenses set forth in Section 2.1(e);

(d) any settlement, verdict or judgment of any suit, action, or proceeding brought against Provider or any of its pharmacists for negligence involving health care services in an amount in excess of $25,000;

(e) notification that insurance coverage as required by Article IV will be modified, cancelled, or terminated; or,

(f) any situation that materially affects Provider's ability to carry out its duties and obligations under this Agreement.

ARTICLE III
OBLIGATIONS OF PROVIDER

3.1 **Non-Discrimination** Provider shall deal with all Program Members in a courteous, professional, and helpful manner. Provider shall not discriminate against Program Members on the basis of Program membership, age, sex, race, ethnicity, marital status, sexual orientation, religion, or national origin.

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

3.3 **Signature Log** The Provider shall maintain an electronic or written 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 dispensing, prescription number, and signature of the individual who receives the prescription. These records shall be retained by the Provider for a period of three (3) years, or longer as required by law.

3.4 **Inventory** Provider shall maintain an adequate inventory of prescription drugs, medications, and dispensing supplies to serve Program Members, and shall fill all prescriptions within twenty-four (24) hours of receiving a prescription request. Mail order prescriptions must be shipped within forty-eight (48) hours of receipt.

3.5 **Provider Locations** Provider agrees to render Covered Pharmacy Services only at locations approved by Ramsell. In the event the Provider renders services at more than one location, this Agreement shall constitute a Master Agreement covering each location as designated in Exhibit "A." 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 8.2.

3.6 **Reporting Changes of Provider Information** Provider shall use its best efforts to notify Ramsell in writing, at least thirty (30) calendar days prior to any change in Provider's physical location(s), mailing address, business telephone number, office hours, ownership, or tax identification number.

3.7 **Ramsell Rules** Provider shall abide by the written requirements, policies, and procedures as stated in this Agreement, the Ramsell Provider Manual as may be updated from time to time, and other written communications provided by Ramsell to Provider.

In the event of any inconsistency between the Provider Manual or other written communications and this Agreement, the provisions of this Agreement shall govern. Ramsell will provide Provider with written notice of any changes to its Provider Manual at least ten (10) days prior to the effective date of any change.

3.8 **Payment in Full** Notwithstanding Section 3.9, Provider shall accept as payment in full for Covered Pharmacy Services the compensation specified in Exhibit "B." Provider agrees that in no event shall Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against the Sponsor, Program Member, or other persons acting on a Program Member's behalf for Covered Pharmacy Services provided pursuant to this Agreement.

Provider agrees not to maintain any action at law or in equity against a Program 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 of this Agreement. This section shall survive termination of this Agreement and shall be construed to be for the benefit of Program Members.

Provider further agrees that this provision supersedes any oral or written agreement, hereinafter entered into between Provider and Program Member or persons acting on Program Member's behalf, insofar as such agreement relates to payment for services provided under the terms and conditions of this Agreement.

To the extent that Sponsor fails to pay Ramsell and/or Ramsell PHRx according to the terms of the Sponsor Agreement, Ramsell shall be relieved of its obligation to compensate Provider for Covered Pharmacy Services.

3.9 **Co-Pay and Non-Covered Services** Provider is entitled to bill and has the responsibility to collect from a Program Member any applicable Co Pay for Covered Pharmacy Services according to the terms set by Ramsell or Sponsor. For services not covered by this Agreement and if not prohibited by Ramsell or Sponsor, Provider may bill Program Member or other responsible party at a usual and customary rate for such services. Provider agrees to notify Program Member, in advance of providing any uncovered services, that the service is not covered by the Plan and that Program Member will be responsible for all charges.

3.10 **Coordination of Benefits** Provider agrees to abide by the coordination of benefits, subrogation, and duplicate coverage policies and procedures of Ramsell. 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 primary payor before billing under this Agreement. If another third-party program is billed, Provider is limited to billing Ramsell for any difference in reimbursement up to the maximum allowed by this Agreement.

Provider consents to the release of pharmacy information by Ramsell or Sponsor to other group health plans as is necessary and lawful to accomplish coordination of benefits.

3.11 **Submission of Claims** Provider shall use the On-Line System to submit claims to Ramsell, in a format agreed upon by the parties.

3.12 **Withholds and Disallowances** Ramsell may withhold any and all payments due Provider under this Agreement until Provider delivers all documentation and complies with all requirements applicable to Provider under this Agreement. Ramsell agrees to provide Provider with at least ten (10) days prior written notice of its intent to withhold any payments.

If Provider claims or receives payment from Ramsell for Pharmacy Services, reimbursement for which is later disallowed all or in part by Sponsor and/or State, County or local health jurisdictions (including, without limitation, any disallowed reimbursements under the PHS Drug Pricing Program), the Provider shall within thirty (30) days notice to Provider of such disallowance, refund to Ramsell upon request the disallowed payment and associated expenses incurred by Ramsell, or, at Ramsell's option, Ramsell may offset the amount disallowed and associated expenses incurred by Ramsell from payments due to Provider under this Agreement. Ramsell will provide Provider with ten (10) days prior written notice of its intent to offset any disallowed amounts and associated expenses. Any offset will include claim-level detail to specify which prescriptions are being offset.

3.13 **Program Evaluation** Provider shall participate and provide data as reasonably requested for evaluations of the effectiveness of the Program and services provided under this Agreement.

3.14 **Inspection of Premises** Provider shall, upon prior written request, permit during normal business hours representatives of Ramsell, or any third-party monitor, inspector, or auditor under contract with Ramsell, or any appropriate state or federal agency to inspect the premises, equipment, and inventory of 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 Covered Pharmacy Services provided or to be provided.

3.15 **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 six (6) years after the services and transactions occur, or longer as required by law. Upon written request, Provider shall permit representatives of Ramsell, or a third-party monitor, inspector or auditor under contract with Ramsell, or any appropriate state or federal agency to inspect, copy, photograph, and audit the same during normal business hours.

Provider agrees to maintain and preserve, until three (3) years after termination of Sponsor Agreement and final payment from Sponsor, and to permit Sponsor or any duly authorized representative, to have access to, examine, copy or audit any pertinent books, documents, papers and records related to this Agreement and to allow interviews of any employees who might reasonably have information related to such records. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the

expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

The provisions of this Section 3.15 shall survive the termination of this Agreement.

3.16 **Delegation of Duties** Provider shall not delegate any duties under this Agreement to any agent or employee whose credentials are not in compliance with the terms, representations, and warranties of this Agreement. Subcontracting of duties under this Agreement shall not be permitted without Ramsell's advance written approval.

3.17 **No Guarantee of Utilization** Provider acknowledges that Ramsell does not warrant or guarantee that Provider will be utilized by a Program Member or any number of Program Members.

3.18 **Use of Name** Provider agrees that the Ramsell may use its name, address (es) and telephone number(s) in any roster of Participating Providers published by Ramsell or Sponsor.

ARTICLE IV
INDEMNIFICATION AND INSURANCE

4.1 **Pharmacy Liability Insurance** Provider at its sole cost and expense, shall procure and maintain at all times during the term of this Agreement, insurance against any claim or claims for damages arising in connection with the performance of any service by Provider or its employees. Provider shall, within thirty (30) days after execution of this Agreement and at such times thereafter as Ramsell may request, provide evidence of the following minimum insurance or self-insurance coverage to the satisfaction of Ramsell:

(a) worker's compensation insurance, including statutory compensation coverage and employer's liability insurance with limits not less than $1,000,000;

(b) general liability with limits of liability not less than $1,000,000 per occurrence/$3,000,000 annual aggregate combined bodily injury and property damage, with coverage for bodily injury, broad form property damages, and blanket contractual liability;

(c) general liability with the same limits set forth in Section 4.1(b) but with coverage for personal injury (i.e., injury to reputation or basic rights);

(d) general liability with the same limits set forth in Section 4.1(b) but with coverage for products/completed operations; and,

(e) professional liability coverage for all professional employees licensed as a condition of employment, insuring against error or omission in rendering or failing to render professional services, with limits of liability not less than $1,000,000 per claim/$3,000,000 annual aggregate and deductible not to exceed $1,000 per claim. In the event that professional liability coverage is on a claims-

made basis, then Provider shall, after the expiration or termination of this Agreement for any reason, maintain professional liability coverage for professional liability resulting from acts or omissions of Provider or Provider's employees occurring while this Agreement was in effect, up to the limits set forth herein.

For all general liability coverage described above in Sections 4.1(b), (c), and (d), the deductible shall not exceed $1,000 per occurrence.

Failure to maintain the aforementioned insurance shall constitute grounds for immediate termination of this Agreement by Ramsell pursuant to Article VII.

Section 4.1 does not relieve Provider from meeting any requirements under state law for minimum insurance coverage.

4.2 **No Indemnification** Each party will be responsible for its own acts or omissions and any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds which may result in or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by that party, its employees, or agents, in the performance or omission of any act or responsibility of that party under this Agreement. In the event that a claim is made against both parties, it is the intent of both parties to cooperate in the defense of said claim and to cause their insurers to do likewise. However, both parties shall have the right to take any and all actions they believe necessary to protect their interest. Neither party will be required to indemnify or hold the other harmless.

ARTICLE V
OBLIGATIONS OF RAMSELL

5.1 **Reimbursement for Pharmacy Services** Subject to the limitations of this Agreement, Ramsell shall reimburse Provider for claims submitted for Covered Services. The reimbursement shall be at levels as listed on Exhibit "B," less the applicable Co Pay. If Provider chooses to receive reimbursement hereunder by any method other than electronically, Ramsell reserves the right to charge additional fees per claim submitted by Provider.

5.2 **Claims Processing** Ramsell, or a Claims Administrator designed by Ramsell, shall process claims submitted by Provider in accordance with this Agreement. Provider shall submit all such claims in a format approved by Ramsell and shall contain such information as Ramsell shall require. Ramsell shall follow the timeframes set forth in the Provider Manual for processing properly submitted claims.

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

5.4 **Provider-Patient Relationship** Ramsell shall not interfere with the right of Provider to exercise professional judgment in the rendition of services, it being understood and agreed that the traditional relationship between the professional and patient will be maintained,

and that Provider shall have the sole responsibility for its professional services in connection therewith.

ARTICLE VI
CONFIDENTIALITY OF RECORDS

The terms of this Article VI shall survive the termination of this Agreement.

6.1 **Confidential Information** Provider and Ramsell may, from time to time, receive Confidential Information from one another. Confidential Information includes, but is not limited to, any confidential pricing, marketing, or product information; formulary information; in-network pharmacy lists; information on invoices and reports; this Agreement, its terms, conditions, and contents; and any other information designated as confidential by the party providing the information.

Each party agrees that such information and the information contained herein shall be kept confidential and, unless otherwise required by law, shall not be disclosed directly or indirectly to any person except as authorized in writing by the party originally providing the information. If a party is compelled by law to disclose Confidential Information of the other party and/or terms of this Agreement, it will use reasonable efforts to provide written notice to the other party before making such disclosure. Upon the expiration or termination by any party for any reason of this Agreement, each party and each of its employees and agents shall, to the extent commercially reasonable or as required by the Business Associate Addendum to this Agreement, return to the other party any and all such Confidential Information in the possession or control of it or its employees and agents.

6.2 **Confidentiality of Program Member Information** The parties shall maintain the confidentiality of any information relating to Program Members in accordance with any applicable laws and regulations and as required by the Business Associate Addendum to this Agreement.

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"). 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.

Furthermore, Provider shall promptly transmit to the Ramsell all requests for disclosure of identifying information not emanating from a Member or other person whose name or identifying information becomes available to Provider as a result of services performed under this Agreement. For purposes of this provision, "identity" shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

ARTICLE VII
TERMINATION

7.1 **Term** This Agreement shall become effective on the Effective Date and shall remain in effect indefinitely, unless terminated by either Ramsell or Provider in accordance this Article VII.

7.2 **Termination Events** Either party may terminate this Agreement, with or without cause, by giving the other party at least thirty (30) days advance written notice.

This Agreement may also be terminated by giving at least five (5) days advance written notice to the other party in the event that the other party files or has filed upon it a petition for bankruptcy, has a receiver or trustee appointed over its assets, makes a general assignment for the benefit of creditors, dissolves, ceases operations in all locations listed in Exhibit "A," or commits a material breach of this Agreement and such breach is not cured within fifteen (15) days ("Cure Period") after receipt by the breaching party of written notice of such breach. Notwithstanding the foregoing, if the breach is cured within the Cure Period but the breaching party commits the same or a substantially similar breach within a six (6) month period following expiration of the Cure Period, then the non-breaching party may immediately terminate this Agreement without affording any further Cure Period.

Notwithstanding anything herein to the contrary, Ramsell may terminate this Agreement immediately if (a) Provider breaches any of its representations or warranties under this Agreement; (b) Provider fails to be appropriately licensed and certified to provide pharmacy services; (c) Provider fails to maintain insurance coverage as required by Section 4.1; (d) Provider breaches a material term of the Business Associate Addendum to this Agreement and cure is not possible; or (e) Ramsell determines, in its sole and absolute discretion, that Provider's acts or omissions have negatively affected a Sponsor or the Program.

7.3 **Rights upon Termination** Termination of this Agreement shall not affect the rights, obligations, and liabilities of the parties arising out of the transactions occurring prior to termination. After the effective date of termination, this Agreement shall be deemed to remain in effect for the resolution of all matters unresolved at that date, including but not limited to:

(a) Access to records as permitted under Section 3.15;

(b) Continuing and completing any evaluations or inspections commenced pursuant to Sections 3.13 and 3.14;

(c) Undertaking after such termination (at Ramsell's option) any evaluations or inspections permitted hereunder and required by Sponsor;

(d) Settling accounts;

(e) Resolving any disputes between the parties or with Program Members in accordance with this Agreement; and,

(f) Maintaining confidentiality of information in accordance with Article VI and with applicable portions of the Business Associate Addendum to this Agreement.

ARTICLE VIII
MISCELLANEOUS

8.1 **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.

8.2 **Modification of this Agreement** In addition, Ramsell may unilaterally modify this Agreement, including changes in reimbursement schedules, to the extent such changes shall be required by the Sponsor or by law. Ramsell must provide written notice of such modification as soon as is reasonably possible to Provider.

All other amendments or modifications must be in writing and mutually agreed to by the parties. Provider shall be deemed to have accepted any modification proposed by Ramsell if Provider fails to object to such modification, in writing, within a thirty (30) day notice period.

8.3 **Notices** Any notices or other communications required or permitted by Sections 2.1, 2.2, 3.6, 6.1., 8.2, 8.3, and Article VII shall be sent to the addresses of the parties as set forth on the signature page below, by certified mail, return receipt requested, postage prepaid; by facsimile, as evidenced by 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.

8.4 **Governing Law** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of California, as such laws are applied by California courts to contracts made and to be performed entirely in California by residents of that State. FURTHERMORE, RAMSELL AND PROVIDER CONSENT TO THE EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF THE SUPERIOR COURT OF CALIFORNIA, ALAMEDA COUNTY.

8.5 **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 Oakland, California, by and under the commercial rules and procedures of the Judicial Arbitration and Mediation Services using one (1) arbitrator. 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 any court having jurisdiction thereof. Each party shall be responsible for its own expenses of arbitration, including all attorneys' fees. This Agreement to arbitrate shall be

specifically enforceable under the laws of the State of California. Impending arbitration shall not extend the term of this Agreement or affect any termination provided for hereunder.

THE ARBITRATORS WILL NOT AWARD PUNITIVE, EXEMPLARY, MULTIPLIED, CONSEQUENTIAL, OR INDIRECT DAMAGES. EACH PARTY HEREBY WAIVES THE RIGHT TO SUCH DAMAGES AND AGREES TO RECEIVE ONLY THOSE ACTUAL DAMAGES DIRECTLY RESULTING FROM THE CLAIM ASSERTED.

Either party may be entitled to pursue such remedies for emergency or preliminary injunctive relief in any court of competent jurisdiction, PROVIDED THAT EACH PARTY AGREES THAT IT WILL CONSENT TO THE STAY OF SUCH JUDICIAL PROCEEDINGS ON THE MERITS OF BOTH THIS AGREEMENT AND THE RELATED TRANSACTIONS PENDING ARBITRATION OF ALL UNDERLYING CLAIMS BETWEEN THE PARTIES IMMEDIATELY FOLLOWING THE ISSUANCE OF ANY SUCH EMERGENCY OR INJUNCTIVE RELIEF. In the event legal action is instituted for emergency or preliminary injunctive relief, the prevailing party shall upon request be entitled to reasonable attorneys' fees and actual costs incurred in connection with such action.

8.6 **Severability** In the event that any part of the provisions of this Agreement is hereafter deemed illegal, invalid, or unenforceable by any court of competent jurisdiction, such part or provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof, and the remaining provision shall remain in full force and effect unaffected by such severance, provided that the invalid provision is not material to the overall purpose and operation of this Agreement.

8.7 **No Third-Party Benefit** This Agreement is intended for the exclusive benefit of the parties to this Agreement and their respective successors and assigns and nothing contained in this Agreement shall be construed as creating any rights or benefits in or to any third party.

8.8 **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 already incurred. This Agreement shall inure to the benefit of and shall bind the successors and permitted assignees of the parties hereto.

8.9 **Waiver** The waiver by either party of any breach of any provision of this Agreement or warranty representation herein set forth shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right.

8.10 **Interpretation** If any claim is made by any party hereto relating to any conflict, omission, or ambiguity in this Agreement, no presumption or burden of proof or persuasion shall be implied by virtue of the fact that this Agreement was prepared by or at the request of a

particular party or the party's counsel. All pronouns and all variations thereof shall be deemed to refer to the masculine, feminine, or neuter, or to the singular or plural, as the context in which they are used may require.

8.11 **Counterparts** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall be deemed one and the same instrument.

8.12 **Force Majeure** Non-compliance with the obligations hereunder for reasons of "force majeure" defined herein as acts of God, war, civil commotion, destruction of production facilities and materials, fire, earthquake or storm, labor disturbances, failure of public utilities or common carrier, and any other causes beyond the reasonable control of a party, shall not constitute a breach of this Agreement. Each of the parties hereto shall be excused from the performance of its obligations hereunder in the event performance of this Agreement is prevented by a "force majeure" as defined above, and such excuse shall continue as long as the condition constituting such force majeure continues. Notwithstanding, in the event of a "force majeure" Provider shall exercise its best efforts to provide the services and supplies required under this Agreement.

8.13 **Independent Contractor** The parties are independent contractors to one another. Neither of the Parties, nor any of their respective officers, directors, or employees, has the power, nor shall it represent that it has any power, to bind the other party or create any obligation or responsibility, express or implied, on behalf of the other party, or in the other party's name.

8.14 **Non-Exclusive Arrangement** It is expressly acknowledged by both parties that the relationships created hereby are non-exclusive and nothing herein shall be construed to prevent either party from entering into similar agreements with other entities.

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 date stated below.

Date:_____

RAMSELL PHARMACY SOLUTIONS
200 Webster St., Suite 200
Oakland, CA 94607-4192
888-311-7632

RAMSELL PHARMACY SOLUTIONS

Signature: _____ Date: _____

Printed Name: _____

Title: _____

PHARMACY PROVIDER INFORMATION

NABP: _____

Pharmacy Name: _____

Address: _____

City, State, Zip: _____

Signature: _____ Date:_____

Printed Name: _____ Title:_____

Title: _____

Telephone No.: (____)_____-_____x____

Fax No.: (____)_____-_____x____

Email Address: _____

EXHIBIT A

List of Provider's Locations

EXHIBIT B

Reimbursement Schedule

EXHIBIT C

Business Associate Addendum

1. *Recitals*

A. "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, except that it shall include Health Information received from or on behalf of Ramsell that would be Individually Identifiable Health Information if Ramsell were a Covered Entity under the Health Insurance Portability and Accountability Act (HIPAA) and its implementing privacy and security regulations at 45 CFR Parts 160 and 164 (the HIPAA regulations), as the same may be amended from time to time. "Electronic Protected Health Information" or "ePHI" shall have the same meaning as the term "electronic protected health information" in 45 CFR Section 160.103, except that it shall include Health Information created, received, maintained or transmitted in electronic format from or on behalf of Ramsell that would be Individually Identifiable Health Information if Ramsell were a Covered Entity.

B. Under this Agreement, Provider is the Business Associate of Ramsell and provides services, arranges, performs or assists in the performance of functions or activities on behalf of Ramsell and uses or discloses PHI.

C. Ramsell and Provider desire to protect the privacy and provide for the security of PHI (including ePHI) disclosed pursuant to this Agreement, in compliance with applicable laws and the requirements of Sponsor.

D. The terms used in this Addendum, but not otherwise defined, shall have the same meanings as those terms in the HIPAA regulations.

In exchanging information pursuant to this Agreement, the parties agree to the terms that follow.

2. *Permitted Uses and Disclosures of PHI by Provider.*

A. *Permitted Uses and Disclosures.* Except as otherwise indicated in this Addendum, Provider may use or disclose PHI only to perform functions, activities or services specified in this Agreement, for, or on behalf of Ramsell, provided that such use or disclosure would not violate the HIPAA regulations, if done by a Covered Entity.

B. *Specific Use and Disclosure Provisions.* Except as otherwise indicated in this Addendum, Provider may:

(1) *Use and disclose for management and administration.* Use and disclose PHI for the proper management and administration of the Provider or to carry out the legal responsibilities of the Provider, provided that disclosures are required by law, or the Provider obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as

required by law or for the purpose for which it was disclosed to the person, and the person notifies the Provider of any instances of which it is aware that the confidentiality of the information has been breached.

(2) *Provision of Data Aggregation Services.* Use PHI to provide data aggregation services to Ramsell in accordance with 45 CFR Section 164.504(e)(2)(i)(B).

3. *Responsibilities of Provider.*

Provider agrees:

A. *Nondisclosure.* Not to use or disclose PHI other than as permitted or required by this Agreement or as required by law.

B. *Safeguards.* To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI, including ePHI, that it creates, receives, maintains or transmits on behalf of Ramsell; and to prevent use or disclosure of PHI other than as provided for by this Agreement. Provider shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Provider's operations and the nature and scope of its activities. Provider will provide Ramsell with information concerning such safeguards as Ramsell may reasonably request from time to time.

C. *Mitigation of Harmful Effects.* To mitigate, to the extent practicable, any harmful effect that is known to Provider of a use or disclosure of PHI by Provider or its subcontractors in violation of the requirements of this Addendum.

D. *Reporting of Improper Disclosures.* To report to Ramsell within twenty-four (24) hours during a work week, of discovery by Provider that PHI has been used or disclosed other than as provided for by this Agreement and this Addendum.

E. *Provider's Agents.* To ensure that any agents, including subcontractors, to whom Provider provides PHI received from or created or received by Provider on behalf of Ramsell, agree to the same restrictions and conditions that apply to Provider with respect to such PHI; and to incorporate, when applicable, the relevant provisions of this Addendum into each subcontract or subaward to such agents or subcontractors.

F. *Availability of Information to Ramsell and Individuals.* To provide access as Ramsell may require, and in the time and manner designated by Ramsell (upon reasonable notice and during Provider's normal business hours) to PHI in a Designated Record Set, to Ramsell (or, as directed by Ramsell), to an Individual, in accordance with 45 CFR Section 164.524. Designated Record Set means the group of records maintained for Sponsor that includes medical, dental and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for Sponsor health plans; or those records used to make decisions about individuals on behalf of Sponsor. Provider shall use the forms and processes developed by Sponsor and/or

Ramsell for this purpose and shall respond to requests for access to records transmitted by Sponsor and/or Ramsell within fifteen (15) days of receipt of the request by producing the records or verifying that there are none. In the event any Individual requests access to his or her Protected Health Information directly from Provider, Provider shall, within five (5) business days of receipt of such request, forward it to Ramsell.

G. *Amendment of PHI.* To make any amendment(s) to PHI that Ramsell directs in accordance with 45 CFR Section 164.526, in the time and manner designated by Ramsell. In the event any Individual requests amendment(s) to his or her Protected Health Information directly from Provider, Provider shall, within five (5) business days of receipt of such request, forward it to Ramsell.

H. *Internal Practices.* To make Provider's internal practices, books and records relating to the PHI received from Sponsor and/or Ramsell, or created or received by Provider on behalf of Sponsor, available to Ramsell or to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by Ramsell or by the Secretary, for purposes of determining Sponsor's and/or Ramsell's compliance with the HIPAA regulations.

I. *Documentation of Disclosures.* To document and make available to Ramsell or (at the direction of Ramsell) to an Individual such disclosures of PHI, and information related to such disclosures, necessary for Sponsor to respond to a proper request by the subject Individual for an accounting of disclosures of PHI, in accordance with 45 CFR Section 164.528. At a minimum, Provider shall provide the information specified in Section 45 CFR Section 164.528(b). In the event any Individual requests an accounting of disclosures of PHI directly from Provider, Provider shall within five (5) business days of receipt thereof, forward such request to Ramsell.

J. *Notification of Breach.* During the term of this Agreement, to notify Ramsell immediately upon discovery of any Security Incident, as defined by HIPAA regulations. Written notice shall be provided to Ramsell within one (1) business day of discovery. Provider shall take (i) prompt corrective action to cure any deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations. Provider shall investigate such breach and provide a written report of the investigation to Ramsell within fifteen (15) working days of the discovery of the breach.

K. *Employee Training and Discipline.* To train and use reasonable measures to ensure compliance with the requirements of this Addendum by employees who assist in the performance of functions or activities under this Agreement and use or disclose PHI; and discipline such employees who intentionally violate any provisions of this Addendum, including by termination of employment.

4. *Obligations of Ramsell.*

Ramsell agrees to:

A. *Permission by Individuals for Use and Disclosure of PHI.* Provide the Provider with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Provider's permitted or required uses and disclosures.

B. *Notification of Restrictions.* Notify the Provider of any restriction to the use or disclosure of PHI that Sponsor has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restriction may affect the Provider's use or disclosure of PHI.

5. *Audits, Inspection and Enforcement.*

From time to time, Ramsell may inspect the facilities, systems, books and records of Provider to monitor compliance with this Agreement and this Addendum. Provider shall promptly remedy any violation of any provision of this Addendum and shall certify the same to Ramsell in writing. The fact that Ramsell inspects, or fails to inspect, or has the right to inspect, Provider's facilities, systems and procedures does not relieve Provider of its responsibility to comply with this Addendum, nor does Ramsell's:

(a) Failure to detect or

(b) Detection, but failure to notify Provider or require Provider's remediation of any unsatisfactory practices

constitute acceptance of such practice or a waiver of Ramsell's enforcement rights under this Agreement and this Addendum.

6. *Termination.*

A. *Termination for Cause.* Upon Ramsell's knowledge of a material breach of this Addendum by Provider, Ramsell shall either:

(1) Provide an opportunity for Provider to cure the breach or end the violation and terminate this Agreement if Provider does not cure the breach or end the violation within the time specified by Ramsell;

(2) Immediately terminate this Agreement if Provider has breached a material term of this Addendum and cure is not possible; or

(3) If neither cure nor termination are feasible, Ramsell shall report the violation to Sponsor, who may in turn report to the Secretary of the U.S. Department of Health and Human Services.

B. *Judicial or Administrative Proceedings.* Ramsell may terminate this Agreement, effective immediately, if (i) Provider is found guilty in a criminal proceeding for a violation of the HIPAA Privacy or Security Rule or (ii) a finding or stipulation that the Provider has violated a privacy or security standard or requirement of HIPAA, or other security or privacy laws is made in an administrative or civil proceeding in which the Provider is a party.

C. *Effect of Termination.* Upon termination or expiration of this Agreement for any reason, Provider shall return or destroy all PHI (including ePHI) received from Sponsor and/or

Ramsell (or created or received by Provider on behalf of Sponsor and/or Ramsell) that Provider still maintains in any form, and shall retain no copies of such PHI or, if return or destruction is not feasible, it shall continue to extend the protections of this Addendum to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI (including ePHI) that is in the possession of subcontractors or agents of Provider.

7. *Miscellaneous Provisions.*

A. *Disclaimer.* Ramsell makes no warranty or representation that compliance by Provider with this Addendum, HIPAA or the HIPAA regulations will be adequate or satisfactory for Provider's own purposes or that any information in Provider's possession or control, or transmitted or received by Provider, is or will be secure from unauthorized use or disclosure. Provider is solely responsible for all decisions made by Provider regarding the safeguarding of PHI.

B. *Amendment.* The parties acknowledge that Federal and State laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI.

C. *Assistance in Litigation or Administrative Proceedings.* Provider shall make itself, and use its best efforts to make any subcontractors, employees or agents assisting Provider in the performance of its obligations under this Agreement, available to Ramsell at no cost to Ramsell to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against Sponsor and/or Ramsell for claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy based upon actions or inactions of the Provider and/or its subcontractor, employee, or agent, except where Provider or its subcontractor, employee or agent is a named adverse party.

D. *No Third-Party Beneficiaries.* Nothing express or implied in the terms and conditions of this Addendum is intended to confer, nor shall anything herein confer, upon any person other than Ramsell or Provider and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

E. *Interpretation.* The terms and conditions in this Addendum shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA regulations.

F. *Regulatory References.* A reference in the terms and conditions of this Addendum to a section in the HIPAA regulations means the section as in effect or as amended.

G. *Survival.* The respective rights and obligations of Provider under Section 6.C of this Addendum shall survive the termination or expiration of this Agreement.

H. *No Waiver of Obligations.* No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

EXHIBIT D

PHS Drug Pricing Program.

If Provider shall purchase or dispense discounted drugs under Section 340B of the Public Health Service Act (the "PHS Drug Pricing Program"), then Provider shall (a) comply with all requirements applicable to the PHS Drug Pricing Program, (b) inform Ramsell of Provider's purchase of drugs under the PHS Drug Pricing Program, (c) comply with all requirements imposed by Ramsell or Sponsor with respect to the submission of claims under the Program for drugs purchased under the PHS Drug Pricing Program, and (d) repay any reimbursements to Provider for prescriptions under the PHS Drug Pricing Program to the extent such reimbursements exceed reimbursement amounts authorized under the Sponsor's rules or policies regarding dispensing medications under the PHS Drug Pricing Program.

EXHIBIT E

PMDC Systems™

PMDC Systems ™ or **PMDC Program** means a system utilized by Ramsell and/or Ramsell PHRx for managing Covered Pharmacy Services for Sponsors, Program Members, and Provider Pharmacies.

Provider shall not use PMDC Systems™ proprietary information, 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 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 and/or Ramsell PHRx manuals, procedures, or equipment made available to Provider by Ramsell, and shall return all such material to Ramsell immediately upon Ramsell's request.

Ramsell may unilaterally modify PMDC Systems or the PMDC Program.

RAMSELL
PHARMACY SOLUTIONS

Payment and Remittance Form

PHARMACY PROVIDER PAYMENT INFORMATION

Pharmacy Information

Pharmacy Name		
Address		
Address		
City	State	Zip
Telephone Number	Fax Number	
Pharmacy National Provider ID (NPI) *or* Chain Store Name		
Pharmacy Federal Employer Identification Number (EIN)		

Bank Information

Banking Institution	
Name on Account	Account Type ☐ Checking ☐ Savings
Bank Account Number *(Funds will be deposited into this referenced account number)*	
Bank Routing Transit Number	

Payment Acknowledgement

The pharmacy provider documented on this form will receive ACH transfer payments. Pharmacy provider payments will be electronically deposited to the pharmacy provider bank account as referenced on this form.

Name (print)
Title
Signature
Date

RAMSELL
PHARMACY SOLUTIONS

Payment and Remittance Form

PHARMACY PROVIDER REMITTANCE ADVICE

Select the type of remittance advice that you would like to receive by checking the appropriate box next to the described format. Complete the additional requested information when applicable.

☐ **1. Paper Remittance Advice (Ramsell's Proprietary Format)**

☐ **2. Electronic Remittance Advice (ASC X12N 835)**
Media type: Secure FTP (FTP SSH) Ramsell will "push" files

If you have selected option 2, you must complete the fields below:
<u>Secure FTP (FTP SSH) Setup Information</u>

Contact Person	
Telephone Number	Fax Number
Email Address	
FTP Server Address	FTP User Name_____ FTP Server Password_____

☐ **3. Electronic Remittance Advice (ASC X12N 835)**
Media type: Internet Website Download

If you have selected option 3, you must complete the fields below:
<u>Internet Setup Information</u>

Contact Person	
Telephone Number	Fax Number
Email Address	

RAMSELL
PHARMACY SOLUTIONS

Payment and Remittance Form

REMITTANCE ADVICE ADDRESS

If you have selected to receive a paper remittance advice or CD, the remittance advice will be mailed to the address that you provide below.

Pharmacy Name		
Address		
City	**State**	**Zip**

RAMSELL
PHARMACY SOLUTIONS

RAMSELL PHARMACY SOLUTIONS
PHARMACY CREDENTIALING VERIFICATION FORM

Provider Services: 1-888-311-7632 Fax: 1-800-848-4241

PHARMACY INFORMATION

Pharmacy NCPDP No: _____ National Provider ID (NPI): _____

Pharmacy Name: _____

Contact Person: _____

Pharmacy Address: _____ County: _____

City: _____ State: _____ Zip Code: _____

Phone #: ( ) _____-_____ Fax #: ( ) _____-_____ Email: _____

Does your pharmacy have Internet access? _____Yes _____No

Pharmacy Permit #: _____ Pharmacy Permit Exp Date: _____ /_____ /_____

Pharmacy DEA #: _____ Pharmacy DEA Exp Date: _____ /_____ /_____

Medicaid Provider Number: _____ Tax ID #: _____
(Medicaid Provider ID required for California provider participation)

Closed Door Mail Order Pharmacy? Yes ____ No ____ Languages Spoken: _____

Primary Wholesaler: _____ Nonresident Pharmacy Permit # _____

Pharmacy Software System: _____

PHARMACY SERVICES PROVIDED

Free Rx Delivery ◯ Delivery - Fee Required ◯ Free Mail Order ◯ Mail Order – Fee Required ◯

HIV Specialty _____ % of Rx Activity Home Infusion _____% of Rx Activity Mediset Fills (y/n): _____

Automatic Refill (y/n)_____ Refill Notification (y/n) _____ Compounding Specialty _____% of Activity

Other: _____

PHARMACY HOURS OF OPERATION

Mon – Fri: _____ Sat: _____ Sun: _____ Holidays: _____

*Open 24 hours (y/n): _____ Emergency Rx Services Provided (y/n): _____ Total Hours per week: ☐

RAMSELL
PHARMACY SOLUTIONS

RAMSELL PHARMACY SOLUTIONS
PHARMACY CREDENTIALING VERIFICATION FORM

Provider Services: 1-888-311-7632 Fax: 1-800-848-4241

PHARMACY LIABILITY INSURANCE POLICY INFORMATION

(PROVIDE A COPY OF INSURANCE INFORMATION)

Liability Insurance Carrier: _____ Policy Number: _____ Exp Date: _____

Amount per Occurrence: _____ Aggregate: _____

Worker's Compensation Insurance Carrier: _____ Policy Number: _____

PHARMACY STAFF LICENSE INFORMATION

Name of Pharmacist-In-Charge: _____ License #: _____ Exp. Date: _____

All registered pharmacists are in good standing with the State Board of Pharmacy. Please sign in acknowledgement of this requirement.

Name: _____ Title: _____

Signature: _____ Date: _____

PUBLIC HEALTH SERVICE PRICING (340B)

Are you eligible to purchase discounted drugs under Section 340B of the Public Health Service Act ("PHS Drug Pricing Program") as an eligible covered entity? _____ yes _____no

Entity Name: _____ Phone Number: (_____) _____-_____

Address: _____ City: _____ State: _____ Zip: _____

1. Do you now purchase medication under the PHS Drug Pricing Program? _____ yes _____ no
   (If you answered 'Yes' to this question, you must answer the question below.)

1a. Do you dispense medication purchased under the PHS Drug Pricing Program to ADAP (AIDS Drug Assistance Program) clients? _____yes _____no

2. Are you a community pharmacy dispensing medications purchased through the PHS Drug Pricing Program under contract with a 340B covered entity or public health program? _____ yes _____ no

2a. If you checked "yes" in response to the preceding question, complete the following:

Name of public health program: _____Phone Number: (____) _____-_____

Address: _____ City: _____ State: _____ Zip: _____

By signing this pharmacy credentialing verification form, I hereby certify that the information provided is accurate and complete.

Signed: _____ Date: _____

Title: _____ Phone #: _____