



COUNTY OF ALAMEDA

REQUEST FOR PROPOSAL No. 902795

for

PHARMACY BENEFIT MANAGEMENT SERVICES

For complete information regarding this project, see Request for Proposal (RFP) posted at [County of Alameda Procurement Portal](https://procurement.opengov.com/portal/acgov) [https://procurement.opengov.com/portal/acgov] or contact the County Thank you for your interest!

Contact Person: A. Ramesh

Phone Number: (510) 208-3905

Email Address: a.ramesh@acgov.org

General Services Agency (GSA) – Procurement

RESPONSE DUE

by

2:00 p.m.

on

November 4, 2026

through

Alameda County, GSA-Procurement

[County of Alameda Procurement Portal](https://procurement.opengov.com/portal/acgov)

<https://procurement.opengov.com/portal/acgov>

CALENDAR OF EVENTS

REQUEST FOR PROPOSAL No. 902795 PHARMACY BENEFIT MANAGEMENT SERVICES

EVENT	DATE/LOCATION
Request Issued	October 2, 2026
Networking/Bidders Conference	October 8, 2026 @ 10:00 am (Pacific) TO ATTEND ONLINE: Join: 902795 PBM Bidder Conference Meeting ID: 230 989 343 923 820 Passcode: 2qQ3BT3Z Dial in by phone +1 415-915-3950,,983540105# United States, San Francisco (888) 715-8170,,983540105# United States (Toll-free) Find a local number Phone conference ID: 983 540 105# Join on a video conferencing device Tenant key: alamedacountyca@m.webex.com Video ID: 117 117 945 7 For organizers: Meeting options Reset dial-in PIN
Written Questions Due via the “Question & Answer” tab of this project in the County of Alameda Procurement Portal	October 9, 2026, by 5:00 p.m.
List of Attendees	October 9, 2026
Questions & Answers Issued	October 22, 2026
Addendum Issued [only if necessary to amend RFP]	October 22, 2026
Response Due and Submitted through County of Alameda Procurement Portal	November 4, 2026, by 2:00 p.m. Followed immediately by online Public Bid Opening which can be joined here: Join: 902795 PBM Bid Opening Meeting ID: 241 752 822 128 551 Passcode: jz7pk2Ux Dial in by phone +1 415-915-3950,,235191175# United States, San Francisco (888) 715-8170,,235191175# United States (Toll-free) Find a local number Phone conference ID: 235 191 175# Join on a video conferencing device Tenant key: alamedacountyca@m.webex.com Video ID: 118 002 415 1 More info For organizers: Meeting options Reset dial-in PIN
Evaluation Period	November 4, 2026 – December 11, 2026

Optional Vendor Interviews	Week of November 30, 2026
Notice of Intent to Award Issued	December 11, 2026
Board Consideration Award Date	February 23, 2027
Contract Start Date	May 1, 2027

NOTE: All dates are tentative and subject to change.

Alameda County Vendor Outreach

Wednesday, October 7, 2026 10:30 a.m. – 11:30 a.m. <i>TO ATTEND ONLINE:</i> <u>Vendor Outreach</u> Call-in: +1 415-915-3950 Conference ID: 504 517 635#	<i>COME MEET ALAMEDA COUNTY'S PROCUREMENT TEAM!</i> This public event is not specific to any RFP, where vendors can speak with GSA professionals, get to know them, and learn more about contracting opportunities with the County. These are conducted on most Wednesdays. Dates and locations can be confirmed by checking at <u>Upcoming Events</u> [https://gsa.acgov.org/do-business-with-us/upcoming-contracting-events/]
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COUNTY OF ALAMEDA
REQUEST FOR PROPOSAL No. 902795
SPECIFICATIONS, TERMS & CONDITIONS
for
PHARMACY BENEFIT MANAGEMENT SERVICES

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ATTACHMENTS

- EXHIBIT A **Bid Response Packet**
EXHIBIT B **HIPAA Business Associate Agreement**

I. STATEMENT OF WORK

A. INTENT

It is the intent of these specifications, terms, and conditions to describe Pharmacy Benefit Management (PBM) being requested by the Alameda County Behavioral Health Department (ACBHD).

The County intends to award a three-year contract (with the option to renew for two years) to the Bidder selected as the most responsive and responsible Bidders whose response conforms to the RFP and meets the County's requirements.

B. SCOPE/BACKGROUND

Alameda County Behavioral Health Care Department is the county-operated provider serving approximately 50,000 patients annually with serious and persistent mental illness through its system of care. ACBHD administers this care through a combination of county-operated community support centers, and contracts with private community-based organizations.

Currently, there is a network of approximately 45 psychiatrists serving uninsured, MediCal and Medicare patients (adults, youths and children) at nearly 40 programs as well as at certain day treatment and transitional age youth programs. Additionally, under the Affordable Care Act, ACBHD has added 15 programs under its Low Income Health Plan (LIHP) called the Health Program of Alameda County (HealthPAC) Behavioral Health Care Specialty Service, expanding its coverage of uninsured patients requiring mental health treatment.

ACBHD is the payer of last resort when it is determined that the patient being served does not qualify for programs sponsored by government agencies such as MediCal & Medicare.

The Contractor will administer coverage for all prescriptions written for uninsured and HealthPAC Behavioral Health Care Specialty Service patients seen by the network prescribers of ACBHD. In addition, Contractor will provide these services for Medi-Cal clients with a denied medication Prior Authorization Request (PA) or Share of Cost (SOC), Medicare Part D clients whose medication is non-formulary or a denied appeal, and Medicare Part D clients' medication co-pays. The Contractor will also administer ACBHD use of drug companies' Patient Assistance Programs (PAP) and the Federal 340B drug purchasing program.

During the 2024-2025 fiscal year, ACBHD provided a total of approximately 1,600 prescriptions for 650 uninsured patients, filled through 45 retail pharmacies, with no mail prescriptions filled. Pharmaceuticals costs were estimated to be \$135,000.

C. BIDDER QUALIFICATIONS

1. BIDDER Minimum Qualifications

- a. Bidder **and** all key personnel assigned to the project must be regularly and continuously engaged in the business of providing PBM services to agencies similar to ACBHD (public and/or government agencies) for at least five (5) years, which must be clearly stated or demonstrated in the bid response.
- b. Bidder must possess all permits, licenses, and professional credentials necessary to supply products and perform services specified under this RFP. Unless noted otherwise in the RFP, for example the item(s) stated above, including any Addendum, Bidder is not required to submit copies or verification of the permits, licenses and credentials; however, Bidder must provide such proof if requested by County.

D. SPECIFIC REQUIREMENTS

Contractor must have the ability to provide services as follows:

1. Contractor shall provide a reliable, transparent, and fully accountable pharmacy benefit management program that ensures eligible ACBHD patients have timely access to clinically appropriate medications; claims, eligibility, coordination-of-benefits, 340B transactions, and pharmacy payments are processed accurately; all contractual discounts, rebates, credits, and savings are properly captured and passed through to the County; County data and PHI are protected and readily auditable; and services continuously meet established access, financial, operational, reporting, and performance standards.
2. Transparency and Full Pass-Through Pricing. Contractor shall administer the County's pharmacy benefit using a fully transparent pass-through pricing model. Except for compensation expressly identified in the Agreement and County-Approved Bid Form, Contractor shall not retain any spread, differential, rebate, discount, administrative fee, service fee, pharmacy network fee, manufacturer payment, or other remuneration attributable to prescriptions or services provided under this Agreement.
 - a. Contractor shall pass through to the County one hundred percent (100%) of all amounts required by the Contract to be passed through, including applicable pharmacy discounts, credits, recoveries, refunds, and the County's contractual share of manufacturer rebates and other remuneration.

- b. Contractor shall maintain transaction-level documentation sufficient for the County or its authorized auditor to independently reconcile amounts billed to the County, amounts paid to pharmacies, Contractor compensation, rebates and other amounts received or retained in connection with the County's claims.
- 3. Compensation—Per-Paid-Claim Adjudication Fee: The Contractor shall bill the County the applicable adjudication fee quoted for each contract year in the Bid Form. The fee shall not exceed \$17.00 per paid claim. The Contractor must not charge an adjudication fee for rejected or reversed claims.
- 4. Claims Adjudication: Provide online, point of service, electronic claims adjudication for prescriptions 24 hours daily, 7 days per week.
 - a. **Claims Adjudication Accuracy.** Contractor shall adjudicate not less than **99.5% of eligible claims accurately**, based on the County-approved eligibility rules, formulary, benefit configuration, coordination-of-benefits requirements, pricing terms, pharmacy network terms, and other Contract requirements. Contractor shall promptly correct erroneous adjudications and reimburse or credit the County for verified overpayments resulting from Contractor error.
 - b. **Financial Accuracy.** Contractor shall maintain not less than **99.5% financial accuracy** for claims billed to the County, measured through County-approved claims audits or reconciliation.
 - c. Contractor's production claims adjudication system shall maintain at least **99.9% monthly availability**, excluding County-approved scheduled maintenance. Scheduled maintenance shall be conducted during off-peak periods and Contractor shall provide the County advance notice of planned outages. Contractor shall immediately notify the County of any unplanned outage materially affecting pharmacy claims processing and provide status updates through restoration.
- 5. Consumer Access and Services: Provide a network of geographically and culturally diverse pharmacies specific to meet the needs of Alameda County residents, this shall include:
 - a. Contractor shall maintain a pharmacy network sufficient to provide reasonable and timely access to covered medications throughout Alameda County. Contractor shall monitor network adequacy throughout the Contract term and notify the County within five (5) business days of any network change that materially affects access. Pharmacies that are language-capable in the network must include:

- (1) Cambodian,
 - (2) Chinese,
 - (3) Farsi,
 - (4) Japanese,
 - (5) Spanish, and
 - (6) Vietnamese.
 - b. Extended hour pharmacy coverage.
 - c. Weekend coverage.
 - d. Delivery services.
 - e. Blister-packing/specialty packing.
 - f. At least one network pharmacy in each city and populated unincorporated area of Alameda County.
 - g. Contractor shall provide, upon request, a current network-access report identifying pharmacy location, operating hours, weekend availability, delivery availability, specialty/blister-pack capability, and available language services.
6. **Eligibility Administration.** Contractor shall process County-authorized eligibility additions, changes, and terminations at least daily and ensure that successfully transmitted eligibility updates are reflected in the claims adjudication system no later than the next scheduled processing cycle. Contractor shall provide automated confirmation identifying records accepted, rejected, or requiring correction and shall resolve Contractor-caused processing errors within one (1) business day. Groups to be populated presently include, but are not limited to:
- a. Uninsured adults, children or transitional age youth (TAY), including clients with an unmet Medi-Cal share of cost (Level I);
 - b. HealthPAC Behavioral Health Care (Levels II & III);
 - c. Medically Indigent Adult (MIA) Medication Program using Patient Assistance Programs (PAPs);
 - d. Medicare Part D Coordination of Benefit (COB); and
 - e. Urgent uninsured children or TAY for specific day programs.

7. **340B Third Party Administration.** Contractor shall administer the County's 340B program in a manner that maintains accurate patient, prescriber, covered-entity, pharmacy, and drug eligibility; accurately identifies eligible 340B transactions; supports timely replenishment and virtual inventory reconciliation; and prevents diversion and duplicate discounts.
 - a. Contractor shall maintain transaction-level audit trails sufficient to trace each 340B-qualified prescription from claim adjudication through accumulation, replenishment, pharmacy settlement, and final reconciliation.
 - b. Contractor shall identify and correct transaction discrepancies within ____ business days after identification and shall provide the County with periodic reconciliation reports identifying qualified claims, excluded claims, reversals, replenishments, unresolved exceptions, duplicate-discount controls, and financial results.
 - c. Contractor shall promptly notify the County of any material 340B compliance issue and cooperate with County-directed corrective action and audits.
8. **Electronic Health Record (EHR) Interface.** Contractor shall design, configure, test, implement, and maintain interfaces required to exchange County-authorized PBM information with ACBHD's EHR system. Contractor shall be responsible for all Contractor-side licenses, subscriptions, interfaces, development, configuration, testing, maintenance, and other costs necessary to provide the required interface, at no additional cost to the County.
 - a. Before production deployment, Contractor shall successfully complete County-approved interface testing demonstrating accurate transmission, receipt, validation, error handling, reconciliation, security, and recovery of required transactions. Production implementation shall not occur until written County acceptance.
9. **Eligibility Requirements:** The ability to administer the ACBHD' eligibility requirements, including, but not limited to verification that:
 - a. Each patient is a County-authorized patient;
 - b. Each prescriber is a County-authorized prescriber;
 - c. Each medication is on at least one of the ACBHD formularies;
 - d. If a medication is available as a generic, that it is dispensed as a generic medication, even if it is prescribed as a brand-named medication; and

- e. Approval of medication prior authorization (PA), and the procedure for placing a PA.
10. Program Design: Maintain the following on an on-going basis as directed by ACBHD:
- a. Specific eligibility groups as defined by ACBHD;
 - b. ACBHD formularies and prescribing guidelines/requirements;
 - c. Network of prescribers;
 - d. Network of Pharmacies; and
 - e. Eligibility upload (see #6).
11. Prescription Claims Data: Prescription claims data transmission on a monthly basis, not to exceed 12 times per fiscal year; and, no more than three (3) business days after the close of the month.
12. Monthly Billing: Invoicing to ACBHD for payment on a monthly cycle, not to exceed 12 times per fiscal year.
13. **Claim Reversals and Recoveries.** Upon receipt of a valid County reversal request, Contractor shall initiate the reversal or recovery within five (5) business days and provide confirmation identifying the affected claim, original County charge, amount reversed or recovered, disposition date, and corresponding invoice credit. Contractor shall include all completed and outstanding reversals in the next monthly reconciliation report.
14. **Paper or Manual Claims.** Contractor shall adjudicate complete and eligible paper/manual claims within thirty (30) calendar days after receipt and shall apply the same eligibility, benefit, pricing, coordination-of-benefits, accuracy, and audit requirements applicable to electronically adjudicated claims.
15. **Government Healthcare Program Experience.** The Bidder must have at least two (2) years of experience providing services to, or working with, a governmental healthcare program. The required experience must be clearly demonstrated in the Bidder's response. Experience involving governmental mental health programs is preferred and may receive additional consideration during the evaluation.
16. Account management & customer service: Provide responsive account management and customer services to the County and pharmacies. This shall include, but not be limited to, meeting the following requirements:

- a. Contractor shall acknowledge routine County inquiries within one (1) business day and provide resolution or a documented resolution plan within three (3) business days unless otherwise agreed by the County. Critical issues affecting member access, claims processing, data security, or County operations shall be acknowledged within one (1) hour and actively managed through resolution.
 - b. Provide ACBHD a dedicated account coordinator with at least two (2) years of experience who will be responsible for the overall Contract requirements, terms and problem resolution. This person must:
 - (1) Be available Monday through Friday from 8:30 a.m. – 5:00 p.m. (Pacific Time).
 - (2) Provide a cell phone or pager number for emergencies/disaster support, with response time within one (1) hour.
 - (3) Meet with the County Pharmacy Director (Director) or designee as requested and needed, either in person, by telephone, or via videoconference.
 - (4) Maintain, during off hours, a toll-free voice mail recording system, with all messages answered within the next business day.
 - c. For ACBHD network pharmacies:
 - (1) Provide Toll-free telephone lines for customer service (Help Line), availability Monday through Friday from 8:30 a.m. – 6:00 p.m. Pacific Time, with additional hours over the weekend.
 - (2) Conduct periodic, at minimum annual, retail pharmacy surveys. Consult with the Director on survey criteria prior to conducting survey.
17. Medi-Cal-covered Patients: Ensure network pharmacies coordinate benefits (COB) for patients covered through Medi-Cal with:
- a. Medi-Cal SOC.
 - b. Medication PA submission, including:
 - (1) Non-covered Medi-Cal medications.
18. MediCare Part D-covered Patients: Ensure network pharmacies coordinate benefits (COB) for patients covered through MediCare Part D, and for formulary-covered medications, ensuring that payment from the County only occurs for:

- a. Medication co-pays;
 - b. Medication cost-sharing; and
 - c. Denied medication appeals.
19. **Rebates and Manufacturer Remuneration.** Contractor shall identify, account for, and report all rebates and other manufacturer remuneration attributable to eligible County prescription claims. The County shall receive not less than ninety percent (90%) of all such amounts attributable to the County, unless a more favorable percentage is proposed by Contractor and incorporated into the Agreement.
- a. For purposes of this requirement, rebate-related remuneration includes rebates, supplemental rebates, administrative or service fees attributable to County utilization, market-share payments, formulary payments, price-protection payments, inflation payments, credits, and other manufacturer-funded remuneration attributable to County claims, to the extent applicable under Contractor's arrangements.
 - b. Contractor shall remit amounts due to the County quarterly and provide sufficient claim-level or aggregate supporting documentation, subject to applicable confidentiality restrictions, for the County to reconcile the calculation. Amounts shall be paid within six (6) calendar days following Contractor's receipt of the applicable manufacturer payment and in no event later than the contractual reconciliation deadline established by the County.
20. **Training:** Provide virtual training to County staff and other users identified by the Director for its web-based ad hoc user query system at no cost to the County and to its users.
21. **Performance Guarantees.** Contractor shall meet the performance guarantees established below beginning on the Contract start date. Performance shall be measured and reported monthly and evaluated quarterly. Failure to meet a performance guarantee shall result in the applicable service credit or liquidated performance amount, without limiting other contractual remedies available to the County.

Performance Area	Standard
Claims system availability	≥99.9% monthly
Claims adjudication accuracy	≥99.5%
Financial accuracy	≥99.5%

Performance Area	Standard
Eligibility processing	≥99.5% processed timely/accurately
Monthly claims data	By 3rd business day
Routine County inquiry	Acknowledge ≤1 business day
Report availability	By required monthly deadline
Help desk Average Speed of Answer (ASA)	≤90 seconds

22. Business Associates Agreements/HIPAA Compliance: Contractor must be HIPAA compliant, including taking all actions necessary to be compliant with business associates requirements.
23. **Audit and Financial Transparency.** Contractor shall maintain complete and accurate books, records, claims data, pharmacy payment records, rebate records, pricing records, eligibility records, 340B transaction records, and other documentation necessary to verify Contractor's compliance with the Agreement.
- a. Upon reasonable notice, the County or its authorized independent auditor shall have the right to audit Contractor's performance and financial compliance, including claims adjudication, pharmacy payments, discounts, dispensing fees, rebates, administrative fees, 340B transactions, duplicate discounts, eligibility determinations, pricing guarantees, performance guarantees, and other amounts paid, received, retained, credited, or passed through in connection with the Agreement.
- b. Contractor shall provide records in a reasonably usable electronic format and shall cooperate with County audits without imposing additional access, programming, retrieval, or administrative charges. Any verified overpayment or amount due to the County shall be refunded or credited within thirty (30) calendar days after final determination.
24. **Contract Transition and Exit Assistance.** Upon expiration, termination, or County request in anticipation of transition, Contractor shall cooperate with the County and any successor contractor to ensure uninterrupted pharmacy benefit services. Contractor shall timely provide County-owned eligibility, claims, formulary, pharmacy network, 340B, rebate, audit, configuration, reporting, and other County data in a mutually agreed, commercially reasonable electronic format.
- a. Contractor shall not withhold County data because of a contractual dispute and shall provide reasonable transition assistance through completion of the County-approved transition period.

25. **County Data Ownership and Use.** All eligibility, claims, utilization, financial, rebate, 340B, prescriber, pharmacy, reporting, and other data created for or attributable to the County's program shall remain the County's data. Contractor shall use County data solely as necessary to perform the Contract and as otherwise expressly authorized in writing by the County, subject to applicable law and the HIPAA Business Associate Agreement.

E. **DELIVERABLES / REPORTS**

1. Contractor must provide an ad hoc web-based query tool that is user-friendly for reviewing prescription claims data, including National Council for Prescription Drug Programs (NCPDP) fields and be able to generating reports 24 hours after claim adjudication. The query tool must be available 24 hours daily, 7 days per week, and be able to download reports into Excel.
2. Contractor must use basic programmed reports, downloadable in Excel that can be generated in query tool within a user-identified period. Programmable reports shall include those defined by:
 - a. Medication name (including all medications);
 - b. Prescriber DEA Number (including all prescribers);
 - c. Patient identifier (including all patients); and
 - d. By specific account.
3. Deliverables Matrix

Deliverable	Minimum Content	Frequency/Deadline
Implementation Plan	Milestones, owners, risks, testing	Initial + updates
Claims Detail File	County-approved transaction fields	Monthly, ≤3 business days
Invoice/Reconciliation Report	Claims, reversals, fees, credits	Monthly
Performance Guarantee Report	All SLA results/exceptions	Monthly
Rebate Report	Claims basis, receipts, County share	Quarterly
340B Reconciliation	Accumulations, reversals, replenishment, exceptions	Monthly
Network Adequacy Report	Locations/access/service capabilities	Quarterly + on request
Eligibility Exception Report	Accepted/rejected/error records	Each processing cycle

Deliverable	Minimum Content	Frequency/Deadline
Customer Service Report	ASA, abandoned calls, inquiries/issues	Monthly
Audit/Recovery Report	Overpayments/recoveries/open items	Quarterly
Annual Program Review	Utilization, cost, trends, recommendations	Annually
Exit Data Package	Complete County data	At termination/transition

4. Contractor must provide online/virtual training and have educational and technical support, as directed by the County and will be available at no cost, including when there is a change in staff, specific to the use of the web-based query tool.
5. **Invoicing.** Each monthly invoice shall be accompanied by transaction-level supporting data sufficient for the County to reconcile the invoice to adjudicated claims. At minimum, supporting documentation shall identify claim/reference number, service date, paid date, pharmacy, drug/NDC or other County-approved drug identifier, quantity, ingredient cost, dispensing fee, applicable discount, amount paid to pharmacy, amount billed to County, Contractor administrative/adjudication fee, reversal or adjustment amounts, and other County-approved reconciliation fields.
 - a. Contractor shall separately identify PBM administrative fees, 340B fees, paper claim fees, programming/reporting fees, credits, recoveries, reversals, and other charges. **No fee not expressly identified in the Agreement/Bid Form shall be payable by the County.**
6. **Implementation and Transition Plan.** Within ten (10) business days after Contract execution, Contractor shall submit a detailed implementation plan for County approval. The plan shall identify tasks, milestones, dependencies, responsible parties, testing activities, data conversion, eligibility configuration, formulary configuration, pharmacy network readiness, 340B configuration, EHR/interface activities, training, communications, contingency procedures, and production-readiness criteria necessary to achieve full operational readiness by the Contract start date.
 - a. Contractor shall maintain and update the plan throughout implementation and immediately identify any condition that may jeopardize a milestone or the production start date, together with corrective action and recovery schedule.
 - b. Bidder is to submit an implementation and transition plan in the Exhibit A – Bid Response Packet, Implementation and Transition Plan.

F. BIDDERS CONFERENCE(S)/VENDOR OUTREACH

1. The Bidders Conference(s) held on the date(s) specified in the Calendar of Events will have online conference capabilities for remote participation. Bidders can opt to participate via a computer with a stable internet connection (the recommended Bandwidth is 512Kbps) at:

Join: [902795 PBM Bidder Conference](#)

Meeting ID: 230 989 343 923 820

Passcode: 2qQ3BT3Z

Dial in by phone

[+1 415-915-3950,,983540105#](#) United States, San Francisco

[\(888\) 715-8170,,983540105#](#) United States (Toll-free)

[Find a local number](#)

Phone conference ID: 983 540 105#

Join on a video conferencing device

Tenant key: alamedacountyca@m.webex.com

Video ID: 117 117 945 7

For organizers: [Meeting options](#) | [Reset dial-in PIN](#)

2. Vendor Outreach is usually conducted on Wednesdays at [Vendor Outreach Link](#) (Call-in: +1 415-915-3950; Conference ID: 504 517 635#). Dates and locations can be confirmed by checking at: [Upcoming Events](#) [<https://gsa.acgov.org/do-business-with-us/upcoming-contracting-events/>].
3. Information regarding the RFP will be presented during the conference(s). To get the best experience, the County recommends that Bidders who participate remotely use equipment with audio output such as speakers, headsets, or a telephone.
4. Bidders Conference(s) will be held to:
 - a. Provide an opportunity for Small Local Emerging Businesses (SLEBs) and large firms to network and develop subcontracting relationships to participate in the contract(s) that may result from this RFP.
 - b. Provide an opportunity for Bidders to request clarification on this RFP and ask specific questions about the project, goods, and services.
 - c. Provide the County with an opportunity to receive feedback related to this RFP.
5. The Bidders Conference(s) Attendees List will be released in a separate document.

6. Written questions submitted by the stated deadline will be addressed in a posted RFP Questions and Answers (Q&A) following the Bidders Conference(s). Should there be a need to amend or revise the RFP, an Addendum will be issued. Any verbal statements, including at any Bidders Conference(s) are not binding. Only the written documents will be binding.
7. Questions regarding these specifications, terms, and conditions are to be submitted in writing through the "Question & Answer" tab of this project in the [County of Alameda Procurement Portal](#) by 5:00 p.m. on the date specified in the Calendar of Events.
8. Attendance at the Bidders Conference(s) and Vendor Outreach are highly recommended but are not mandatory. Vendors who attend the Bidders Conference(s) will be added to the Vendor Bid List.

II. COUNTY PROCEDURES, TERMS, AND CONDITIONS

G. EVALUATION CRITERIA / SELECTION COMMITTEE

1. **Initial Evaluation (Completeness of Response and Debarment and Suspension).** All proposals will first be reviewed to determine if they pass the initial Evaluation Criteria (Section A), which are determined on a pass/fail basis.
2. **Evaluation by County Selection Committee.** All proposals that have passed the initial Evaluation Criteria will be evaluated by a County Selection Committee (CSC). The CSC may be composed of County staff and other parties that may have expertise or experience related to the goods or services that are being procured. The CSC will score the proposals according to the Evaluation Criteria set forth in this RFP. Other than the initial pass/fail Evaluation Criteria, the evaluation of the proposals will be within the sole judgment and discretion of the CSC.
3. **Unrealistic Bids.** Bidders should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments or unrealistically high or low in cost may be deemed reflective of an inherent lack of technical knowledge or indicative of a failure to comprehend the complexity and risk of the County's requirements as set forth in this RFP.
4. **Price Discrepancy.** In the case of a discrepancy between the unit price and an extension, the unit price will be used for evaluation purposes.
5. **Evaluation Criteria Descriptions.** The items listed in the Evaluation Criteria should be considered as minimum requirements. All information contained in a proposal and presented in vendor interviews (if there are interviews) will be

considered during the evaluation process and included in scoring within the appropriate Evaluation Criteria.

6. **Evaluation Scores.** Proposals will be evaluated and scored on the zero to five-point scale within each Evaluation Criteria below. Scores for all Evaluation Criteria (see the section below) will then be added, according to their assigned weight (below), to arrive at a weighted score for each proposal. A proposal with a higher-weighted total will be deemed of higher quality than a proposal with a lesser-weighted total.
7. **Shortlist Process.** The evaluation process may include a two-stage approach including a preliminary evaluation of the written proposal and preliminary scoring to develop a shortlist of Bidders that will continue to the final stage of optional vendor interview, and reference checks. The preliminary scoring will be based on the total points, excluding any points allocated to references, and optional vendor interview. The Five Bidders receiving the highest preliminary scores may advance to the next evaluation phase. All other Bidders will be deemed eliminated from the process. All Bidders will be notified of the shortlist participants; however, the preliminary scores at that time will not be communicated to Bidders.
8. **Reference Checks.** The County reserves the right to conduct reference check(s) on all Bidders who submitted a bid proposal. The CSC will then score the reference check(s), as identified in the Evaluation Criteria below, which will then be included in the final score.
9. **Optional Vendor Interviews.** The County may in its sole discretion, conduct vendor interviews. Should the County opt to conduct a vendor interview, the interview may include responding to standard and specific questions from the CSC regarding the Bidders' proposal. Whether or not a shortlist process is used, the score of any evaluation criterion below may be revised or informed based on the vendor interview.
10. **Final Score.** The final maximum score for any procurement is 550 points, including the possible 50 points for local and small, local and emerging, or local preference points (maximum 10% of the final score; derived from 5% for local preference and 5% for either Small and Local or Emerging and Local preference). Proposals will be ranked by their final scores.
 - a. Without Vendor Interview. In procurements where there are no vendor interviews, the score received by the evaluation of the written proposal with the references score added will be the final score.
 - b. With Vendor Interview. In procurements where there are vendor interviews, the CSC will consider the interview and may adjust the scores

received by the evaluation of the written proposal which, with the reference scores added, will be the final score.

11. **Contact During Evaluation Process.** All contact during the evaluation phase must be through the GSA-Procurement department only. Bidders must neither contact nor lobby CSC during the evaluation process. Attempts by Bidders to contact and/or influence members of the CSC may result in disqualification of Bidders.
12. **Determining Award.** As a result of this RFP, the County intends to award a contract to the highest-ranked responsible Bidder(s), as determined by the combined weight of the Evaluation Criteria, whose response conforms to the RFP and whose bid presents the greatest value to the County considering all Evaluation Criteria. The combined weight of the Evaluation Criteria is greater in importance than the cost in determining the best value to the County. The County may award a contract of higher qualitative competence over the lowest priced response.
13. The zero to five-point scale range is defined as follows:

Score	Rating	Description
0	Not Acceptable	Non-responsive, fails to meet RFP specifications. The approach has no probability of success. If the unmet specification is a mandatory requirement, this score may result in the disqualification of the proposal.
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving objectives per RFP.
2	Fair	Has a reasonable probability of success; however, some objectives may not be met.
3	Average	Acceptable and likely to achieve all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on the interpretation of the proposal by CSC.
4	Above Average / Good	Better than that which is average or expected as the norm. Excellent probability of success in achieving all objectives of the RFP requirements and expectations.
5	Excellent / Exceptional	Exceeds expectations, is very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success in achieving all objectives and meeting RFP specifications.

14. The Evaluation Criteria and their respective weights are as follows:

<i>Criteria</i>	<i>Description</i>	<i>Weight</i>
A1.	Completeness of Response: Responses to this RFP must be complete. Responses must address all the requirements identified within this RFP and all related documents, including any Addenda. Failure to meet the Bidder Minimum Qualifications may also be considered an incomplete response and may result in the disqualification of the Bidder.	Pass/Fail
A2.	Debarment and Suspension: Bidders, its principal, and named subcontractors are not identified on the list of Federally debarred, suspended, or other excluded parties located at www.sam.gov/SAM .	Pass/Fail
B.	Cost: The points for Cost will be computed by dividing the amount of the lowest responsive and responsible bid received by each Bidder's total proposed cost. Cost evaluation points may be adjusted by considering: 1. Reasonableness (i.e., how well does the proposed pricing accurately reflect the Bidder's effort to meet requirements and objectives?). 2. Realism (i.e., is the proposed cost appropriate to the nature of the products and/or services to be provided? Is the price affordable to the County, including if costs exceed any budget contained in the RFP?).	15 Points
C.	Description of Proposed Services/PBM Program: Proposals will be evaluated, including considering the RFP specifications and the questions below: 1. How well does the Bidder demonstrate a clear and comprehensive understanding of the County's PBM program, populations served, operational requirements, and desired outcomes? 2. How well does the Bidder demonstrate that its proposed claims adjudication, eligibility, formulary, prior authorization, reversal, and program administration processes will provide accurate, timely, and reliable PBM services? 3. How well does the Bidder demonstrate that its proposed pharmacy network will provide adequate	25 Points

	geographic, language, operating-hour, delivery, and specialty-packing access for County patients? 4. How well does the Bidder demonstrate an effective and compliant approach to 340B administration, Medi-Cal and Medicare Part D coordination of benefits, and rebate administration? 5. How well does the Bidder demonstrate that its proposed technology, EHR interface, reporting, financial transparency, and performance controls will enable effective County oversight and contract administration?	
D.	Account Management/Customer Services: Proposals will be evaluated, including considering the RFP specifications and the questions below: 1. How well does Bidder demonstrate that its proposed account management structure, staffing, responsibilities, availability, and escalation procedures will provide effective and responsive support to the County? 2. How well does the Bidder demonstrate that its pharmacy customer-service operation will provide timely and effective support to network pharmacies and minimize disruptions to patient medication access? 3. How well does the Bidder demonstrate effective processes for claims-data transmission, monthly billing, reconciliation, reversals, and paper/manual claims that will support accurate and efficient County contract administration? 4. How well does the Bidder demonstrate that its training, reporting, technical support, and ongoing communication approach will enable County staff to effectively use and oversee the PBM program? 5. How well does the Bidder demonstrate that its performance management approach will identify, measure, report, escalate, and correct service deficiencies and consistently achieve the County's performance guarantees?	20 Points
E.	Implementation Plan and Schedule:	20 Points

	Proposals will be evaluated, including considering the RFP specifications and the questions below: 1. How well does the Bidder demonstrate a comprehensive, realistic, and achievable implementation and transition plan capable of achieving full operational readiness by the County's required start date? 2. How well does the Bidder demonstrate an effective approach to configuring, converting, validating, and testing eligibility, formularies, pharmacy networks, claims rules, 340B requirements, and other PBM program components before go-live? 3. How well does Bidder demonstrate that its proposed technology and EHR-interface implementation and testing approach will result in accurate, secure, reliable, and operationally ready systems? 4. How well does the Bidder identify significant implementation and transition risks and demonstrate effective contingency and mitigation strategies to protect continuity of pharmacy services and patient medication access? 5. How well does the Bidder demonstrate an effective go-live, stabilization, and transition-management approach that will support the County and network pharmacies before, during, and immediately following implementation?	
F.	Relevant Experience: Proposals will be evaluated, including considering the RFP specifications and the questions below: 1. How well does the Bidder demonstrate relevant and successful experience providing PBM services of comparable scope and complexity to public-sector or governmental healthcare organizations, including experience with mental health programs or populations, based on the duration and relevance of its experience, populations served, scope of services and responsibilities, and measurable outcomes achieved?? 2. How well does the Bidder demonstrate relevant experience supporting governmental behavioral-	15 Points

	health or similarly complex populations and addressing their pharmacy-access and benefit-administration needs? 3. How well does Bidder demonstrate successful experience performing the specialized PBM functions required by this RFP, including 340B administration, claims adjudication, COB, rebate administration, reporting, and system/interface integration? 4. How well does the Bidder demonstrate a record of successfully implementing and transitioning comparable PBM programs on schedule while maintaining continuity of pharmacy services? 5. How well do the qualifications and relevant experience of the proposed key personnel demonstrate the team's ability to successfully implement, administer, and support the County's PBM program?	
G.	References (See Exhibit A – Bid Response Packet)	5 Points
H.	Vendor Interview & Demonstration Bidders that pass the Initial Evaluation may be invited to participate in a vendor interview and live demonstration of their proposed Pharmacy Benefit Management Services. The interview may include standardized and bidder-specific questions from the CSC regarding the bidder's proposal. Whether or not a shortlisting process is used, scores assigned to any of the evaluation criteria above may be informed by or revised based on the vendor interview and demonstration. 1. If invited to participate, the bidder must demonstrate its proposed web-based query tool. The Bidder must demonstrate the system's functionality, including generating sample reports, to allow the CSC to evaluate the functionality, usability, and reporting capabilities of the proposed web-based query tool.	Vendor Interview may be used to revise / inform scores of criteria above
	SMALL LOCAL EMERGING BUSINESS PREFERENCE	
	Local Preference: Points equaling 5% of Bidder's total score for the above Evaluation Criteria will be added. This will be the Bidder's <u>final score</u> for purposes of award evaluation.	5%

	<i>Small and Local or Emerging and Local Preference:</i> Points equaling 5% of Bidder's total score for the above Evaluation Criteria will be added. This will be the Bidder's <u>final score</u> for purposes of award evaluation.	5%
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I. CONTRACT EVALUATION AND ASSESSMENT

1. During the initial 120-day period of any contract awarded, the County may review the proposal, the contract, any goods or services provided, and/or meet with the Contractor to identify any issues or potential problems.
2. The County reserves the right to determine, at its sole discretion, whether:
 - a. The Contractor has complied with all terms of this RFP and the contract; and
 - b. Any problems or potential problems with the proposed goods and/or services were evidenced, which makes it unlikely (even with possible modifications) that such goods and/or services have met or will meet the County requirements.
3. If, as a result of such determination, the County concludes that it is not satisfied with the Contractor's performance under any awarded contract and/or Contractor's goods and services as contracted for therein, the Contractor may be notified that the contract is being terminated. The Contractor must be responsible for returning County facilities to their original state at no charge to the County. The County will have the right to invite the next qualified Bidder(s) to enter into a contract. The County also reserves the right to re-bid this project if it is determined to be in its best interest to do so. The County's right to go to the next qualified Bidder(s) and/or rebid is not limited by the award of a contract or the 120-day period.

J. NOTICE OF INTENT TO AWARD

1. At the conclusion of the RFP response evaluation period, all Bidders will be notified in writing by email or US Postal Service mail of the contract award recommendation, if any, by GSA-Procurement. The document providing this notification is the Notice of Intent to Award/Non-Award.

The Notice of Intent to Award/Non-Award will provide the following information:

- a. The name(s) of the Bidder(s) being recommended for contract award; and

- b. The names of all other parties that submitted proposals.
2. The submitted proposals will be made available upon request no later than five calendar days before approval of the award and contract is scheduled to be considered by the Board of Supervisors.

K. BID PROTEST / APPEALS PROCESS

The County of Alameda prides itself on the establishment of fair and competitive contracting procedures and the commitment made to follow those procedures. The following is provided in the event that Bidders wish to protest the bid process or appeal the recommendation to award a contract once the Notices of Intent to Award/Non-Award have been issued. Bid protests submitted prior to issuance of the Notices of Intent to Award/Non-Award will not be accepted by the County.

1. Any bid protest must be submitted in writing by 5:00 p.m. on the SEVENTH (7th) calendar day following the date of issuance of the Notice of Intent to Award/Non-Award, not the date received by the Bidder. The bid protest must be submitted to the office that has been designated for review of protests for this procurement (the Protest Evaluator). For this procurement, the Protest Evaluator is:

GSA—Office of Acquisition Policy
ATTN: Contract Compliance Officer
1401 Lakeside Drive, 10th Floor, Oakland, CA 94612
Email: GSA-BidProtests@acgov.org

A bid protest received after 5:00 p.m. is considered received as of the next calendar day. A protest received after 5:00 p.m. on the SEVENTH (7th) calendar day following the date of issuance of the Notice of Intent to Award/Non-Award will not be considered under any circumstances by the Protest Evaluator or their designee.

Generally, the County will promptly send an email acknowledging receipt of the protest; it is the responsibility of the protestor to confirm that the protest was timely received.

- a. The bid protest must contain a complete statement of the reasons and facts for the protest.
 - b. The protest must refer to the specific portions of all documents that form the basis for the protest.

- c. The protest must include the name, address, email address, and telephone number of the person submitting the protest on behalf of the protesting party.
 - d. The Contract Specialist will send a notification to Bidders if a protest is received.
- 2. The Protest Evaluator, or their designee, will review and evaluate the protest and issue a written decision. The Protest Evaluator may, at its discretion, do any of the following: investigate the protest, obtain additional information, provide an opportunity to settle the protest by mutual agreement, and/or schedule a meeting(s) with the protesting Bidder and others (as appropriate) to discuss the protest. The decision on the bid protest must be final prior to the Board hearing.

A notification of the decision will be communicated by email and/or US Postal Service mail to the protestor. Notification will be provided to Bidders when a decision has been made on the protest and whether or not the recommendation to the Board of Supervisors in the Notice of Intent to Award/ Non-Award will stand.

- 3. The decision on the bid protest by the Protest Evaluator may be appealed to the Auditor-Controller's Office of Contract Compliance & Reporting (OCCR) located at 1221 Oak St., Room 249, Oakland, CA 94612, Email: OCCR@acgov.org, unless the OCCR determines that it has a conflict of interest in which case an alternate will be identified to hear the appeal and all steps to be taken by OCCR will be performed by the alternate. The Bidder whose bid is the subject of the protest, all Bidders affected by the Protest Evaluator's decision on the protest, and the protestor have the right to appeal if they feel the Protest Evaluator's decision is incorrect. All appeals to the Auditor-Controller's OCCR must be in writing and submitted within SEVEN (7) calendar days following the issuance of the decision, not the date the decision is received by the Bidder. An appeal received after 5:00 p.m. is considered received as of the next calendar day. An appeal received after 5:00 p.m. on the SEVENTH (7th) calendar day following the date of issuance of the decision by the Protest Evaluator will not be considered under any circumstances by the Auditor-Controller OCCR or their designee.
 - a. The appeal must specify the decision being appealed and all the facts and circumstances relied upon in support of the appeal.
 - b. In reviewing protest appeals, the OCCR will not re-judge the proposal(s). The appeal to the OCCR must be limited to a review of the procurement process to determine if the contracting department materially erred in following the bid or, if applicable, County contracting policies or other laws and regulations.

- c. The appeal to the OCCR must be limited to the grounds raised in the original protest and the written decision by the Protest Evaluator. As such, a Bidder is prohibited from stating new grounds for a Bid protest in its appeal.
 - d. The Auditor's Office may overturn the results of a bid process for ethical violations by Procurement staff, County Selection Committee members, subject matter experts, or any other County staff managing or participating in the competitive bid process, regardless of timing or the contents of a bid protest.
 - e. The finding of the Auditor-Controller's OCCR is the final step of the appeal process. A copy of the finding of the Auditor-Controller's OCCR will be furnished to the protestor.
 - f. The finding on the appeal must be issued before a recommendation to award the contract is considered and contract awarded by the Board of Supervisors.
4. The procedures and time limits set forth in this section are mandatory and are each Bidder's sole and exclusive remedy in the event of a bid protest. A Bidder's failure to timely complete both the bid protest and appeal procedures will be deemed a failure to exhaust administrative remedies. Failure to exhaust administrative remedies, or failure to comply otherwise with these procedures, will constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

L. TERM / TERMINATION / RENEWAL

- 1. The contract term, which may be awarded pursuant to this RFP, will be three years.
- 2. By mutual agreement, any contract, which may be awarded pursuant to this RFP, may be extended for an additional two-year.
- 3. The County has and reserves the right to suspend, terminate or abandon the execution of any work, services and/or providing of goods by the Contractor without cause at any time upon giving the Contractor prior written notice. In the event that the County should abandon, terminate or suspend the Contractor's work, services and/or providing of goods, the Contractor will be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment. The County may terminate the contract at any time for cause without written notice upon a material breach of contract or substandard or unsatisfactory performance by the Contractor. In the event of termination with cause, the County reserves the right to seek any and

all damages from the Contractor. In the event of such termination, with or without cause, the County reserves the right to invite the next highest-ranked Bidder to enter into a contract or rebid the project if it is determined to be in its best interest to do so.

M. BRAND NAMES AND APPROVED EQUIVALENTS

1. Any references in this RFP, including Addendum and other documents, to manufacturers' trade names, brand names, and/or catalog numbers are intended to be descriptive but not restrictive unless otherwise stated and are intended to indicate the quality level desired. Unless otherwise noted, Bidders may offer any equivalent product that meets or exceeds the specifications; however, if the County, in its sole discretion, determines the product proposed is not equivalent, the Bid may be disqualified, or a lower score awarded by the CSC. Bids based on equivalent products must:
 - a. Clearly describe the alternate offered and indicate how it differs from the product specified; and
 - b. Include complete descriptive literature and/or specifications as PDF attachments to the online bid submission as proof that the proposed alternate will be equal to or better than the product named in this RFP.
2. The County reserves the right to be the sole judge of what is equal and acceptable. It may require Bidders to provide additional information and/or samples or disqualify the bid proposal.
3. If Bidders do not specify otherwise, it is understood that the referenced brand will be supplied.

N. QUANTITIES

Quantities listed herein are annual estimates based on past usage, and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

O. PRICING

1. All pricing as quoted will not increase, but except as noted below, remain fixed and firm for the term of any contract that may be awarded as a result of this RFP.
2. Unless otherwise stated, Bidder agrees that, in the event of a price decline, the benefit of such a lower price will be extended to the County.
3. Reasonable price increases or decreases for subsequent contract terms may be negotiated between Contractor and County after completion of the initial term.

4. Taxes and freight charges:
 - a. All prices are to be Freight On Board (F.O.B.) destination. Any freight/delivery charges are to be included in the bid price.
 - b. The County is soliciting a total price for this project. The price(s) quoted must be the total cost the County will pay for this project, including all taxes (excluding Sales and Use taxes) and all other charges.
 - c. No charge for delivery, drayage, express, parcel post packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose, except taxes legally payable by the County, will be paid by the County unless expressly included and itemized in the bid proposal.
 - d. Amount paid for the transportation of property to the County of Alameda is exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee as Alameda County as such papers may be accepted by the carrier as proof of the exempt character of the shipment.
 - e. Articles sold to the County of Alameda are exempt from certain Federal excise taxes. If applicable, and upon request, the County will furnish an exemption certificate.
5. All prices quoted must be in United States dollars.
6. Price quotes must include any and all payment incentives available to the County.
7. In the evaluation of cost, if applicable, it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and an extension, and the Bidder must honor the unit price quoted.
8. Federal and State minimum wage laws apply. The County has no requirements for living wages. The County is not imposing any additional requirements regarding wages.

P. AWARD

1. Most Responsive and Responsible Bidder(s)
 - a. The award will be made to the highest-ranked Bidder(s) who meet the requirements of these specifications, terms, and conditions.

- b. Awards may also be made to the subsequent highest ranked Bidder(s) who will be called in order should the County need to contract with another Bidder(s).
 - c. An award will be recommended for the Bidder(s) that submitted the proposal(s) that best serves the overall interests of the County by attaining the highest overall point score. The award may not necessarily be made to the Bidder(s) with the lowest price.
2. Small Local Emerging Business (SLEB) Program
- a. Small and Emerging Locally Owned Business: The County is vitally interested in promoting the growth of small and emerging local businesses by means of increasing the participation of these businesses in the County's purchase of goods and services.
 - b. As a result of the County's commitment to advancing the economic opportunities of these businesses, **Bidders must meet the County's Small and Emerging Locally Owned Business requirements in order to be considered for the contract award.** These requirements can be found online at:
 - (1) [Alameda County SLEB Program Overview](http://acgov.org/auditor/sleb/overview.htm)
[<http://acgov.org/auditor/sleb/overview.htm>]; and
 - (2) [Alameda County SLEB Program Additional Information](https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/)
[<https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/>]
 - c. For purposes of this procurement, applicable industries include, but are not limited to, the following North American Industry Classification System (NAICS) Code(s): 446110 and 524292.
 - d. A small business is defined by the United States Small Business Administration (SBA) as having no more than the number of employees or average annual gross receipts over the last three years required per SBA standards based on the small business's appropriate NAICS code.
 - e. An emerging business is defined by the County as having either annual gross receipts of less than one-half that of a small business OR having less than one-half the number of employees AND that has been in business less than five years.
 - f. If a Bidder is certified by the County as either a small and local or an emerging and local business (SLEB), the County will provide up to 5% bid preference for procurements over \$25,000.

- g. If a Bidder is located within Alameda County, the County may provide a 5% local bid preference.

3. County Rights

- a. The County reserves the right to reject any or all responses that materially differ from any terms contained in this RFP, including Exhibits and any Addendums, to waive informalities and minor irregularities in responses received, and to provide an opportunity for Bidders to correct minor and immaterial errors contained in their submissions. The decision as to what constitutes a minor irregularity will be made solely at the discretion of the County.
- b. Any bid proposals that contain false or misleading information may be disqualified by the County.
- c. The County reserves the right to award to a single or multiple Contractors.
- d. The County reserves the right to conduct additional procurements for the same or similar goods and/or services or to award to additional contract(s), including to other Bidder(s), during the term of the contract if it determines that additional Contractors are needed to supplement goods and/or services being provided.
- e. The County has the right to decline to award this contract or any part thereof for any reason.

4. Procedures

- a. Board approval to award a contract is required.
- b. A contract must be fully executed by the recommended awardee and the County prior to any services and goods being provided or work being performed.
- c. The County uses its Standard Services Agreement terms and conditions for purchases and services. Any terms that are not acceptable to a Bidder must be identified on the [Exceptions and Clarifications](#) form in Exhibit A - Bid Response Packet. Bidder may access a copy of the Standard Services Agreement template at:

[Alameda County Standard Services Agreement Template](#)

[\[https://acgovt.sharepoint.com/:b:/s/GSADigitalLibrary/IQCjVXq3dT-NSaAUGCoWR-gjAbTNIS-exDZplo3UsNGxtOs?e=YoJGo3\]](https://acgovt.sharepoint.com/:b:/s/GSADigitalLibrary/IQCjVXq3dT-NSaAUGCoWR-gjAbTNIS-exDZplo3UsNGxtOs?e=YoJGo3)

- d. The RFP specifications, terms, conditions, Exhibits, RFP Addenda, and Bidder's proposal may be incorporated into and made a part of any contract that may be awarded as a result of this RFP.

Q. METHOD OF ORDERING

1. A written Purchase Order (PO) will be issued after an executed contract and Board approval. If there is any conflict in terms of any PO and the executed contract, the contract will control, even if a PO is issued later. Payment cannot be made to any Contractor until a PO is issued.
2. POs and payments for goods and/or services will be issued only in the name of the Contractor, as identified on the contract.
3. The Contractor must adapt to changes to the method of ordering procedures as required by the County during the term of the contract.
4. Any change orders must be agreed upon in writing by Contractor and County and issued as needed by County.

R. INVOICING

1. Contractor must invoice the requesting department, unless otherwise directed by County, upon satisfactory receipt of goods and/or performance of services.
2. County will use reasonable efforts to make payment within 30 days following receipt and review of invoice and complete satisfactory receipt of goods and/or performance of services.
3. County will notify the Contractor of any adjustments or corrections that must be made to receive payment on an invoice.
4. Invoices submitted by the Contractor must contain the County PO number, invoice number, remit to address, itemized goods and/or services description, and price as quoted and must be accompanied by an acceptable proof of delivery and any other information requested by the County.
5. Contractor must utilize a standardized invoice format upon request.
6. Invoices must be issued by, and payments made to, the Contractor who is awarded a contract.
7. The County will pay the Contractor, after receipt and approval of an invoice, monthly or as agreed upon, not to exceed the total contract amount. The County will not pay for goods and/or services in advance.

8. In the event the Contractor's performance and/or deliverable goods have been deemed unsatisfactory by a review committee, the County reserves the right to withhold future payments until the performance and/or deliverable goods are deemed satisfactory.

S. ACCOUNT MANAGER / SUPPORT STAFF

1. The Contractor must provide dedicated support staff to be the primary contact for all issues regarding the response to this RFP and any contract which may arise pursuant to this RFP.
2. Contractor must also provide adequate, competent support staff that will be able to service the County during normal working hours, Monday through Friday, or as otherwise identified in this RFP. Such representative(s) must be knowledgeable about the contract, products, and/or services offered and able to identify and resolve quickly any issues, including but not limited to order and invoicing problems.
3. Contractor must provide a dedicated, competent account manager who will be responsible for the County account/contract and receive all orders. Contractor account manager must be familiar with County requirements and standards and work with the Behavioral Health Services. to ensure that established standards are adhered to. This includes keeping the County Contract Administrator informed of department requests as needed.

III. INSTRUCTIONS TO BIDDERS

T. COUNTY CONTACTS

1. GSA-Procurement is managing the competitive process for this project on behalf of the County. All contact during the competitive process is to be through the GSA-Procurement department only. Any communication regarding this RFP with other County personnel may result in disqualification.
2. The evaluation phase of the competitive process will begin upon receipt of sealed bid proposals and continue until a contract has been awarded.
3. Contact Information for this RFP:

A. Ramesh, Procurement & Contracts Specialist
Alameda County, GSA-Procurement
1401 Lakeside Drive, 10th Floor
Oakland, CA 94612
Email: a.ramesh@acgov.org
Phone: (510) 208-3905

4. The GSA Contracting Opportunities website and [County of Alameda Procurement Portal](#) will be the official notification posting place of all bid documents related to this RFP. Each Bidder is responsible for checking the website for any Addendums and other notices related to this RFP. Go to [Alameda County Current Contracting Opportunities](#) [<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/>] and [County of Alameda Procurement Portal](#) [<https://procurement.opengov.com/portal/acgov/>] to view the posting for this RFP and other current contracting opportunities..

U. SUBMITTAL OF PROPOSALS

1. Document Submittal
 - a. All proposal documents must be completed, successfully uploaded, and submitted online through [County of Alameda Procurement Portal](#) BY 2:00 p.m. on the due date specified in the Calendar of Events. The County strongly recommends uploading early; technical difficulties in downloading/submitting documents through the [County of Alameda Procurement Portal](#) will not extend the due date and time. No hardcopy, email (electronic), or facsimile proposals will be considered.
 - b. Bidders **must** submit an electronic version of their proposal in a PDF file, preferably a single file if 20 MB or less.
 - c. The submitted proposal must conform to and include Exhibit A – Bid Response Packet, as amended or revised by Addendum, including additional required documentation. **A Bidder may be disqualified if the most current version of Exhibit A, as revised and published through Addenda, is not used.**
 - d. In whole or in part, proposal responses are NOT to be marked confidential or proprietary. The County may refuse to consider any proposal or part thereof so marked. Bid proposals submitted in response to this RFP may be subject to public disclosure, even if marked confidential or proprietary. The County will not be liable in any way for disclosure of any such records. Please refer to the County's website at [Alameda County Proprietary and Confidential Information Policies](#) [[Proprietary & Confidential Bidding Information | General Services Agency - Alameda County](#)].
 - e. For the proposals to be considered complete, the Bidder **must** provide responses to all information requested in Exhibit A – Bid Response Packet, as revised by any Addenda.

- f. Bidders **must** submit pricing on the County provided Excel Spreadsheet – Bid Form(s) in [County of Alameda Procurement Portal](#).

2. Submissions Processes

- a. All costs required for the preparation and submission of a proposal must be borne by the Bidder.
- b. Only one bid proposal will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one response. For purposes of this requirement, “partnership” will mean, and is limited to, a legal partnership formed under one or more of the provisions of California or other state’s Corporations Code or an equivalent statute.
- c. The final award information will be posted on the County’s “Contracting Opportunities” website and [County of Alameda Procurement Portal](#).
- d. The County reserves the right to reject any proposal.
- e. All bid proposals must remain open to acceptance and irrevocable for a period of not less than 180 days unless otherwise specified in the bid documents.

3. Legal Requirements

- a. “In submitting a bid to a public purchasing body, the Bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Bidder”. (California Government Code Section 4552).
- b. By submitting a bid proposal, the Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms “claim” and “knowingly” are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), County will be entitled to civil remedies set forth in the California False Claim Act. Such actions may also be considered fraud and subject to criminal prosecution.

- c. The Bidder, by submitting a proposal, certifies that it is, at the time of bidding, and will be, throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the RFP and contract documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the RFP and contract documents.
- d. The Bidder, by submitting a proposal, certifies that it is not, at the time of bidding, on the California Department of General Services (DGS) list of persons determined to be engaged in investment activities in Iran or otherwise in violation of the Iran Contracting Act of 2010 (Public Contract Code Section 2200-2208).



EXHIBIT A

BID RESPONSE PACKET

INSTRUCTIONS

1. Please read **EXHIBIT A – Bid Response Packet** carefully; **INCOMPLETE BID PROPOSALS MAY BE REJECTED.** Alameda County will not accept submissions or documentation after the bid response due date. Successful uploading of a document does not equal acceptance of the document by Alameda County.
2. The bid proposal must comply with all requirements contained in the RFP. **It is strongly recommended that Bidders verify and review all Addenda to confirm the use of the most current forms and provide all information requested.**
3. The bid proposal submission must conform to and include Exhibit A – Bid Response Packet, as amended or revised by Addendum, including additional required documentation. **A Bidder may be disqualified if the most current version of Exhibit A, as revised and published through Addenda, is not used.**
4. The following pages require confirmation, declaration, and /or a signature (✍). These must be either: (1) be printed and have an original signature(s); or (2) be digitally signed via a DocuSign, CongaSign, or other verifiable independent electronic signature services. All signatures must be by an individual authorized to bind the Bidder. These pages must then be uploaded through the [County of Alameda Procurement Portal](#) as part of Bidder's proposal.
 - a. Exhibit A – Bid Response Packet, [Bidder Acceptance](#)
 - b. Exhibit A – Bid Response Packet, [Debarment and Suspension Certification](#)
 - c. Exhibit A – Bid Response Packet, [Small Local Emerging Business \(SLEB\) Information Sheet](#)
 - (1) [Must be signed by Bidder](#)
 - (2) [Must be signed by SLEB Partner](#) if subcontracting to a SLEB
5. Each page of the Bid Response Packet must be submitted through the [County of Alameda Procurement Portal](#) as PDF attachment(s) with all required information included and documents attached; any pages of the Bid Response Packet not applicable to the Bidders are to be submitted with such pages or items clearly marked "N/A" or the bid proposal may be disqualified as incomplete.
6. Bidders must not modify the Bid Response Packet or any other County-provided document unless instructed to do so, or the bid proposal may be disqualified.
7. Excel Bid Form must be submitted online through the [County of Alameda Procurement Portal](#).

8. Bidders must quote price(s) as specified in the RFP, using the form(s) as amended or revised by any Addenda.
9. Any clarifications or exceptions to policies or specifications of this RFP, including all Addenda and other documents must be submitted in the [Exceptions and Clarifications](#) form of the Bid Response Packet.
10. Bidders must read all information and follow directions in the [County of Alameda Procurement Portal](#) project.
11. File names are restricted to 64 characters for all files uploaded as part of any bid proposal. The file extension (e.g., ".pdf" or ".xls") is counted as part of the file name character limit. Attempting to upload a file with a file name longer than 64 characters may result in an error message or failure to load.
12. **Bidders who do not comply with the requirements and/or submit incomplete bid proposal packages are subject to disqualification and their bid proposals rejected.**



COUNTY OF ALAMEDA

EXHIBIT A

BID RESPONSE PACKET

RFP No. 902795

**PHARMACY BENEFIT MANAGEMENT
SERVICES**

BIDDER INFORMATION

Official Name of Bidder (Company):

Street Address Line 1:

Street Address Line 2:

City:

State:

Zip Code:

Webpage:

Type of Entity / Organizational Structure (check one):

☐ Corporation

☐ Joint Venture

☐ Partnership

☐ Limited Liability Partnership

☐ Limited Liability Corporation

☐ Sole Proprietor

☐ Non-Profit

☐ Other:

Jurisdiction of Organizational Structure:

Date of Organizational Structure:

Federal Tax Identification Number:

Alameda County Supplier Identification Number (if applicable):

DIR Contractor Registration Number (if applicable):

Primary Contact Information:

Name / Title:

Telephone Number:

Alternate Number:

Email Address:

BIDDER ACCEPTANCE

1. The undersigned declares that the procurement bid documents, including, without limitation, the RFP, Q&A, Addenda, and Exhibits (the Bid Documents), have been read and accepted.
2. The undersigned has reviewed the Bid Documents and fully understands the requirements for this RFP, including, but not limited to, general County requirements, and that each Bidder who is awarded a contract must be, in fact, a prime Contractor, not a subcontractor, to County, and agrees that its bid proposal, if accepted by County, will be the basis for the Bidder to enter into a contract with County in accordance with the intent of the Bid Documents.
3. The undersigned agrees to the following terms, conditions, certifications, and requirements found on the County's website:
 - a. **General Requirements**
[\[https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-requirements/\]](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-requirements/)
 - b. **Debarment & Suspension Policy**
[\[https://gsa.acgov.org/do-business-with-us/contracting-opportunities/procurement-debarment-suspension-policy/\]](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/procurement-debarment-suspension-policy/)
 - c. **Iran Contracting Act (ICA) of 2010**
[\[https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/iran-contracting-act-of-2010-ica/\]](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/iran-contracting-act-of-2010-ica/)
 - d. **General Environmental Requirements**
[\[https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-environmental-requirements/\]](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-environmental-requirements/)
 - e. **Alameda County SLEB Program Overview**
[\[http://acgov.org/auditor/sleb/overview.htm\]](http://acgov.org/auditor/sleb/overview.htm)
 - f. **Alameda County SLEB Program Additional Information**
[\[https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/\]](https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/)
 - g. **First Source**
[\[http://acgov.org/auditor/sleb/sourceprogram.htm\]](http://acgov.org/auditor/sleb/sourceprogram.htm)
 - h. **Online Contract Compliance System**
[\[http://acgov.org/auditor/sleb/elation.htm\]](http://acgov.org/auditor/sleb/elation.htm)
4. The undersigned acknowledges that Bidder is and will remain in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFP and any contract that is awarded.
5. The undersigned acknowledges that it is the responsibility of each Bidder to be familiar with all of the specifications, terms, and conditions of the RFP and, if applicable, the site condition. By the submission of a bid proposal, the Bidder certifies that if awarded a contract, they will make no claim against the County based upon ignorance of conditions or misunderstanding of the specifications.

6. The undersigned acknowledges that Bidder has accurately completed the SLEB Information Sheet.
7. Bidder agrees to hold the County of Alameda, its officers, agents, and employees harmless from liability of any nature or kind, including cost and expenses, for infringement or use of any patent, copyright, or other proprietary rights, secret process, patented or unpatented invention, article or appliance furnished or used in connection with bid proposal and/or any resulted contract or purchase order.
8. The undersigned acknowledges **ONE** of the following (please check only one box):
- ☐ Bidder is not local to Alameda County and is ineligible for any bid preference; **OR**
- ☐ Bidder is a certified SLEB and is requesting 10% bid preference; (Bidder must check the first box and provide its SLEB Certification Number in the [SLEB PARTNERING INFORMATION SHEET](#)); **OR**
- ☐ Bidder is LOCAL to Alameda County and is requesting 5% bid preference, and has attached the following documentation to this Exhibit:
- Copy of a verifiable business license issued by the County of Alameda or a City within the County; and
 - Proof of six months of business residency, identifying the name of the bidder and the local address. Example of proof includes but are not limited to utility bills, deeds of trusts or lease agreements, etc., which are acceptable verification documents to prove residency.
9. By signing below, the signatory warrants and represents that the signer has completed, acknowledged, and agreed to this Bidder Acceptance in their authorized capacity and that by their signature on this Bidder Acceptance, they and the entity upon behalf of which they acted, acknowledged and agreed to this Bidder Acceptance and that all are true and correct and are made under penalty of perjury pursuant to the laws of California.

BIDDER (COMPANY): _____

NAME/TITLE OF AUTHORIZED SIGNER: _____

SIGNATURE:  _____ **DATE:** _____

DEBARMENT AND SUSPENSION CERTIFICATION (PROCUREMENTS \$25,000 AND OVER)

The Bidder, under penalty of perjury, certifies that, except as noted below, Bidder, its principal, and any named and unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space. For any exception noted, indicate to whom it applies, initiating agency, and dates of action. Exceptions will not necessarily result in denial of the award but will be considered in determining Contractor responsibility.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Response on the signature portion thereof will also constitute the signature of this Certification.

BIDDER (COMPANY): _____

NAME/TITLE OF AUTHORIZED SIGNER: _____

SIGNATURE:  _____ **DATE:** _____

SMALL LOCAL EMERGING BUSINESS (SLEB) INFORMATION SHEET

Instructions: On the following page is the **SLEB Information Sheet**. Every Bidder must complete and submit a signed SLEB Information Sheet indicating their SLEB certification status. If the Bidder is not certified, the information sheet must be completed with the name, identification information, and goods/services to be provided by the CERTIFIED SLEB partner(s) with whom the Bidder will subcontract to meet the County SLEB participation requirement. The Exhibit must be signed by EACH of the named CERTIFIED SLEB(s) that will be subcontractors.

If a bidder is unable to meet the SLEB requirements, they must take exception to this requirement in the [Exceptions and Clarifications](#) section of this solicitation. Please note that the County is under no obligation to accept any exceptions or clarifications, and any exceptions or clarifications may be the basis for bid disqualification.

SLEB certification must be **valid** at the time of bid proposal submittal for SLEB primes and SLEB subcontractor(s).

- For SLEB Subcontracting Questions: Please contact the General Services Agency - Office of Acquisition Policy, GSA-OAP@acgov.org.

For questions/information regarding SLEB certification, including requirements, please contact the Auditor-Controller Agency, Office of Contract Compliance & Reporting – SLEB Certification Unit, OCCR@acgov.org, (510) 891-5500.

SLEB INFORMATION SHEET

In order to meet the Small Local Emerging Business (SLEB) requirements of this RFP, all Bidders must complete this form. If a bidder is unable to meet the SLEB requirements, they must take exception to this requirement in the [Exceptions and Clarifications](#) section of this solicitation. Please note that the County is under no obligation to accept any exceptions or clarifications, and any exceptions or clarifications may be the basis for bid disqualification.

Bidders that are not certified SLEBS (for the definition of a SLEB, see [Alameda County SLEB Program Overview](#); [<http://acgov.org/auditor/sleb/overview.htm>]) are required to subcontract with a SLEB for at least 20% of the total estimated bid amount in order to be eligible for contract award. SLEB subcontractors must be independently owned and operated from the prime Contractor with no employees of either entity working for the other. A copy of this form must be submitted for each SLEB that the Bidder will subcontract with as evidence of a firm contractual commitment to meeting the SLEB participation requirement.

Bidders are encouraged to form a partnership with a SLEB that can participate directly with this contract. One of the benefits of the partnership will be economical, but this partnership will also assist the SLEB to grow and build the capacity to eventually bid as a prime on their own.

Once a contract has been awarded, substitutions of the named subcontractor(s) are not allowed without prior written approval from the Auditor-Controller, Office of Contract Compliance & Reporting (OCCR).

County departments, prime, and subcontractors are required to use the web-based Elation Systems to monitor SLEB subcontractor compliance with [Elation Systems](#); [<https://www.elationsys.com/APP/>].

☐ **BIDDER IS A CERTIFIED SLEB (sign at bottom of page)**

SLEB BIDDER Business Name:

SLEB Certification #:

SLEB Certification Expiration Date:

NAICS Codes Included in Certification:

OR

☐ **BIDDER IS NOT A CERTIFIED SLEB AND WILL SUBCONTRACT % WITH THE SLEB NAMED BELOW FOR THE FOLLOWING GOODS/SERVICES:**

SLEB Subcontractor Business Name:

SLEB Certification #:

SLEB Certification Expiration Date:

SLEB Certification Status: ☐ Small / ☐ Emerging

NAICS Codes Included in Certification:

SLEB Subcontractor Principal Name:

SLEB Subcontractor Principal Signature: 

Upon award, Bidder (the Prime Contractor) and all SLEB subcontractors agree to register and use the secure web-based ELATION SYSTEMS. ELATION SYSTEMS will be used to submit SLEB subcontractor participation, including, but not limited to, subcontractor contract amounts, payments made, and confirmation of payments received.

Prime Bidder Authorized Signatory Name/Title: _____ / _____

Street Address: _____ City _____ State _____ Zip Code _____

Bidder Signature:  _____ Date: _____

BIDDER MINIMUM QUALIFICATIONS

Instructions: Bidder must respond and/or provide support documentation that fulfills all the minimum qualifications as identified in the RFP documents.

1. BIDDER Minimum Qualifications

- a. Bidder is to provide documentation or certify that Bidder and all key personnel have regularly and continuously engaged in the business of providing PBM services to agencies similar to ACBHD (public and/or government agencies) for at least five (5) years.

Response:

- b. Bidder must possess all permits, licenses, and professional credentials necessary to supply products and perform services specified under this RFP. Unless noted otherwise in the RFP, for example the item(s) stated above, including any Addendum, Bidder is not required to submit copies or verification of the permits, licenses and credentials; however, Bidder must provide such proof if requested by County.

Response:

Maximum Length: None

BID FORM(S)

Instructions: Bidder must use the **separate County provided Excel Bid Form**.

COST MUST BE SUBMITTED AS REQUESTED ON THE COUNTY PROVIDED EXCEL BID FORM. NO ALTERATIONS OR CHANGES OF ANY KIND ARE PERMITTED.

Bid proposals that do not comply may be rejected.

The cost quoted must include all taxes (excluding sales and use tax) and all other charges, including travel expenses. The price quoted will be the maximum cost the County will pay for the term of any contract resulting from this RFP.

Quantities listed on **Excel Bid Form** are estimates only; they are not to be construed as a commitment of the County to purchase that quantity. No minimum or maximum is guaranteed or implied. The cost quoted will be the price of the items identified, regardless of the quantity purchased.

Bid pricing on all line items is required. If the services are to be provided to the County at no cost, enter "0" in the rate cell, do not leave the cell blank. If there are any line items that are not priced, the bid may be considered a partial bid and disqualified. Partial bids are not acceptable.

By submission through the [County of Alameda Procurement Portal](#), Bidder certifies to County that all representations, certifications, and statements made by Bidder, as set forth in each entry in the [County of Alameda Procurement Portal](#) and attachments are true and correct and are made under penalty of perjury pursuant to the laws of California.

TABLE OF KEY PERSONNEL

Instructions: Bidder is to provide a **Table of Key Personnel**. The table is to include all essential personnel associated with providing services to the County, including collaborating partners.

To appropriately evaluate Bidder's qualifications, the table should include the following information for each key person:

1. The person's relationship with Bidder, including job title and years of employment with Bidder.
2. Work contact information includes, but is not limited to, the following: work address, office telephone number, mobile work number, and work email address.

Name	Title	Telephone	Email Address

3. If a Bidder collaborates with any other partners or subcontractors, the Bidder must identify all key personnel, subcontractors, subcontractor qualifications, and how they plan to work together. Bidder must identify any existing agreements or MOUs between the Bidder(s) and proposed collaborator(s).
4. In addition to the table, Bidder(s) must submit a complete résumé or curriculum vitae for each key personnel listed in the table, including educational background, relevant experience on similar projects, certifications, and merits. (Resumes should include work contact information, not personal contact information for the person.)

Maximum Length: There is no limit to the table. There is, however, a 2-page limit per résumé or curriculum vitae. Résumé and curriculum vitae are subject to public disclosure and business addresses should be used not home addresses.

DESCRIPTION OF PROPOSED SERVICES/PBM PROGRAM

Instructions: Bidder is to provide a **Description of Proposed Services/PBM Program**.

The *Description of Proposed Service* must describe the overall services. The Bidder must address how they will meet or exceed each requirement listed in Section D (Specific Requirements) and Section E (Deliverables/Reports).

At a minimum, the Bidder must include the following details:

1. **SPECIFIC REQUIREMENTS (ALL ITEMS)**

Response:

2. **DELIVERABLES / REPORTS**

Response:

3. Describe Bidder's understanding of the County's PBM program, populations served, operational requirements, and desired outcomes, and explain how the proposed solution will meet those requirements.

Response:

4. Describe Bidder's proposed approach to claims adjudication, eligibility administration, formulary management, prior authorization, claim reversals, and ongoing program administration, including the controls used to ensure accuracy, timeliness, and reliability.

Response:

5. Describe Bidder's proposed pharmacy network and demonstrate how it will satisfy the County's geographic, language, extended-hour, weekend, delivery, and specialty/blister-packing access requirements.

Response:

6. Describe Bidder's approach to 340B administration, Medi-Cal and Medicare Part D coordination of benefits, and rebate administration, including controls for eligibility, reconciliation, diversion and duplicate-discount prevention, financial accuracy, and appropriate pass-through of amounts due to the County.

Response:

7. Describe Bidder's proposed technology, EHR interface, reporting capabilities, financial transparency, audit support, and performance controls, and explain how these capabilities will enable the County to monitor, verify, and administer Contractor performance throughout the Contract.

Response:

8. Identify any limitations or restrictions that exist for the Bidder to provide the services. Explain what measures will be taken to adequately provide the services. (Please note any requests for exceptions or clarifications MUST be identified on the [Exceptions and Clarifications](#) form. **The County is under no obligation to accept any exceptions or clarifications, and any such exceptions and clarifications may be a basis for bid disqualification.**)

Response:

Maximum Length: 5 – 10 Pages

DESCRIPTION OF PROPOSED ACCOUNT MANAGEMENT/CUSTOMER SERVICES

Instructions: Bidder is to provide a **Description of Proposed Account Management/Customer Services**.

At a minimum, the Bidder must include the following details:

1. Provide Bidder's proposed implementation and transition plan, including major phases, milestones, deliverables, dependencies, responsible parties, County responsibilities, decision points, and schedule necessary to achieve full operational readiness by the required Contract start date.

Response:

2. Describe Bidder's approach to configuration, data conversion, validation, and testing of eligibility, formularies, pharmacy networks, claims rules, 340B requirements, coordination-of-benefits requirements, and other PBM program components before production implementation.

Response:

3. Describe Bidder's approach to implementing and testing required technology and EHR interfaces, including data exchange, validation, error handling, reconciliation, security testing, user acceptance testing, and production-readiness criteria.

Response:

4. Identify Bidder's significant implementation and transition risks and describe the proposed mitigation, escalation, contingency, and recovery strategies for preventing delays, service interruptions, claims-processing failures, or disruptions to patient medication access.

Response:

5. Describe Bidder's go-live and post-implementation stabilization approach, including readiness assessment, County and pharmacy communications, training, issue management, escalation, performance monitoring, contingency support, and resources that will be available during the transition and stabilization period.

Response:

Maximum Length: 5 Pages.

IMPLEMENTATION AND TRANSITION PLAN

Instructions: Bidder is to provide an **Implementation and Transition Plan**.

In conjunction with the *Description of Proposed Services/PBM Program*, the Bidder must include an *Implementation Plan and Schedule* that specifically addresses the following:

1. Provide Bidder's proposed implementation and transition plan, including major phases, milestones, deliverables, dependencies, responsible parties, County responsibilities, decision points, and schedule necessary to achieve full operational readiness by the required Contract start date.

Response:

2. Describe Bidder's approach to configuration, data conversion, validation, and testing of eligibility, formularies, pharmacy networks, claims rules, 340B requirements, coordination-of-benefits requirements, and other PBM program components before production implementation.

Response:

3. Describe Bidder's approach to implementing and testing required technology and EHR interfaces, including data exchange, validation, error handling, reconciliation, security testing, user acceptance testing, and production-readiness criteria.

Response:

4. Identify Bidder's significant implementation and transition risks and describe the proposed mitigation, escalation, contingency, and recovery strategies for preventing delays, service interruptions, claims-processing failures, or disruptions to patient medication access.

Response:

5. Describe Bidder's go-live and post-implementation stabilization approach, including readiness assessment, County and pharmacy communications, training, issue management, escalation, performance monitoring, contingency support, and resources that will be available during the transition and stabilization period.

Response:

Maximum Length: 2 – 5 Pages

DESCRIPTION OF RELEVANT EXPERIENCE

Instructions: Bidder is to provide a **Description of Relevant Experience**.

In conjunction with the *Description of Proposed Services/PBM Program* the Bidder must include *Relevant Experience* that specifically addresses the following:

1. Describe Bidder's relevant experience successfully providing PBM services of comparable scope and complexity to public-sector or governmental healthcare organizations, including mental health programs or populations, as applicable. For each relevant engagement, identify the organization and populations served, contract duration, scope of services, Bidder's responsibilities, and measurable outcomes achieved.

Response:

2. Describe Bidder's experience supporting governmental behavioral-health programs or similarly complex populations, including experience addressing pharmacy access, eligibility, formulary, coordination-of-benefits, and medication-access requirements.

Response:

3. Provide examples demonstrating Bidder's successful experience with 340B administration, claims adjudication, Medi-Cal or other governmental coordination of benefits, rebate administration, reporting, and healthcare system/interface integration comparable to the requirements of this RFP.

Response:

4. Describe Bidder's experience implementing and transitioning comparable PBM programs, including planned versus actual implementation schedules, significant challenges encountered, corrective actions taken, and results achieved in maintaining continuity of pharmacy services.

Response:

5. Describe the qualifications, roles, and relevant experience of Bidder's proposed key personnel and explain how the team's collective PBM, governmental healthcare, 340B, implementation, technology, account management, and contract-performance experience will support successful performance of the County's Contract.

Response:

Maximum Length: 5 Pages

REFERENCES

Instructions: On the following pages are the templates that Bidders are to use for providing references. Bidders are to provide a list of five references. References must be satisfactory as deemed solely by County.

Services or goods provided by Bidders to the references should have similar scope, volume, and requirements to those outlined in these specifications, terms, and conditions.

Bidders should verify that the contact information for all references provided is current and valid. If a reference cannot be contacted, it may affect the qualification and scoring of the Bidders' bid proposals.

Bidders are strongly encouraged to notify all references that the County may be contacting them to obtain a reference.

The County may contact some or all the references provided in order to determine items such as Bidders' years of experience and performance records on work similar to that described in this request.

The County reserves the right to contact individuals/entities for references other than those provided in the Response and to use any information obtained in the evaluation process.

NOTE: Bidders should not list the County department requesting services/goods as part of the references.

REFERENCES

RFP No. 902795

Pharmacy Benefit Management Services

Bidder Name: _____

Company Name:

Contact Person:

Email Address:

Telephone Number:

Address:

City, State, Zip:

Services Provided / Date(s) of Service:

Company Name:

Contact Person:

Email Address:

Telephone Number:

Address:

City, State, Zip:

Services Provided / Date(s) of Service:

Company Name:

Contact Person:

Email Address:

Telephone Number:

Address:

City, State, Zip:

Services Provided / Date(s) of Service:

Company Name:

Contact Person:

Email Address:

Telephone Number:

Address:

City, State, Zip:

Services Provided / Date(s) of Service:

Company Name:

Contact Person:

Email Address:

Telephone Number:

Address:

City, State, Zip:

Services Provided / Date(s) of Service:

*Use additional pages as necessary

EXCEPTIONS AND CLARIFICATIONS

Instructions: Bidders must use the **Exceptions and Clarifications** form to identify and list below any and all exceptions and/or clarifications to the RFP and associated Bid Documents and submit them with the bid proposal.

THE COUNTY IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS AND CLARIFICATIONS; ANY SUCH EXCEPTIONS AND CLARIFICATIONS MAY BE A BASIS FOR BID PROPOSAL DISQUALIFICATION.

Reference to:	Description
Page No. / Section / Item No.	

*Use additional pages as necessary

INSURANCE REQUIREMENTS

Instructions: Insurance certificates are not required at the time of submission; however, by signing the Bid Response Packet and submitting a bid proposal, the Bidder agrees to meet the minimum insurance requirements and provide any documentation requested by County upon request.

Insurance documentation must be provided to the County before award and include an insurance certificate and additional insured certificate, naming the County of Alameda, which meets the minimum insurance requirements, as stated in the RFP.

The following page contains the minimum insurance limits required by the County of Alameda to be held by the Contractor performing on a contract issued from this RFP:

**SEE NEXT PAGE FOR COUNTY OF ALAMEDA
MINIMUM INSURANCE REQUIREMENTS**

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) \$5,000,000 aggregate Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D	<u>Endorsements and Conditions:</u> ADDITIONAL INSURED: All insurance required above with the exception of Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: - Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above. - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured". CANCELLATION OF INSURANCE: All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision.	



EXHIBIT B

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Exhibit, the HIPAA Business Associate Agreement ("Exhibit") supplements and is made a part of the underlying agreement ("Agreement") by and between the County of Alameda, ("County" or "Covered Entity") and _____, ("Contractor" or "Business Associate") to which this Exhibit is attached. This Exhibit is effective as of the effective date of the Agreement.

I. RECITALS

Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI");

Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH Act"), the regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations"), and other applicable laws; and

The Privacy Rule and the Security Rule in the HIPAA Regulations require Covered Entity to enter into a contract, containing specific requirements, with Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, sections 164.314(a), 164.502(e), and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and as contained in this Agreement.

II. STANDARD DEFINITIONS

Capitalized terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those terms are defined in the HIPAA Regulations. In the event of an inconsistency between the provisions of this Exhibit and the mandatory provisions of the HIPAA Regulations, as amended, the HIPAA Regulations shall control. Where provisions of this Exhibit are different than those mandated in the HIPAA Regulations, but are nonetheless permitted by the HIPAA Regulations, the provisions of this Exhibit shall control. All regulatory references in this Exhibit are to HIPAA Regulations unless otherwise specified.

The following terms used in this Exhibit shall have the same meaning as those terms in the HIPAA Regulations: Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Health Care Operations, Health Plan, Individual, Limited Data Set, Marketing, Minimum Necessary, Minimum Necessary Rule, Protected Health Information, and Security Incident.

The following term used in this Exhibit shall have the same meaning as that term in the HITECH Act: Unsecured PHI.

III. SPECIFIC DEFINITIONS

Agreement. "Agreement" shall mean the underlying agreement between County and Contractor, to which this Exhibit, the HIPAA Business Associate Agreement, is attached.

Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 C.F.R. section 160.103, the HIPAA Regulations, and the HITECH Act, and in reference to a party to this Exhibit shall mean the Contractor identified above. “Business Associate” shall also mean any subcontractor that creates, receives, maintains, or transmits PHI in performing a function, activity, or service delegated by Contractor.

Contractual Breach. “Contractual Breach” shall mean a violation of the contractual obligations set forth in this Exhibit.

Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 C.F.R. section 160.103, and in reference to the party to this Exhibit, shall mean any part of County subject to the HIPAA Regulations.

Electronic Protected Health Information. “Electronic Protected Health Information” or “Electronic PHI” means Protected Health Information that is maintained in or transmitted by electronic media.

Exhibit. “Exhibit” shall mean this HIPAA Business Associate Agreement.

HIPAA. “HIPAA” shall mean the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

HIPAA Breach. “HIPAA Breach” shall mean a breach of Protected Health Information as defined in 45 C.F.R. 164.402, and includes the unauthorized acquisition, access, use, or Disclosure of Protected Health Information which compromises the security or privacy of such information.

HIPAA Regulations. “HIPAA Regulations” shall mean the regulations promulgated under HIPAA by the U.S. Department of Health and Human Services, including those set forth at 45 C.F.R. Parts 160 and 164, Subparts A, C, and E.

HITECH Act. “HITECH Act” shall mean the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the “HITECH Act”).

Privacy Rule and Privacy Regulations. “Privacy Rule” and “Privacy Regulations” shall mean the standards for privacy of individually identifiable health information set forth in the HIPAA Regulations at 45 C.F.R. Part 160 and Part 164, Subparts A and E.

Secretary. “Secretary” shall mean the Secretary of the United States Department of Health and Human Services (“DHHS”) or his or her designee.

Security Rule and Security Regulations. “Security Rule” and “Security Regulations” shall mean the standards for security of Electronic PHI set forth in the HIPAA Regulations at 45 C.F.R. Parts 160 and 164, Subparts A and C.

IV. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE

Business Associate may only use or disclose PHI:

- A. As necessary to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or Disclosure would not violate the Privacy Rule if done by Covered Entity;
- B. As required by law; and

For the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

V. PROTECTION OF PHI BY BUSINESS ASSOCIATE

- C. *Scope of Exhibit.* Business Associate acknowledges and agrees that all PHI that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording and electronic display, by Covered Entity or its operating units to Business Associate, or is created or received by Business Associate on Covered Entity's behalf, shall be subject to this Exhibit.
- D. *PHI Disclosure Limits.* Business Associate agrees to not use or further disclose PHI other than as permitted or required by the HIPAA Regulations, this Exhibit, or as required by law. Business Associate may not use or disclose PHI in a manner that would violate the HIPAA Regulations if done by Covered Entity.
- E. *Minimum Necessary Rule.* When the HIPAA Privacy Rule requires application of the Minimum Necessary Rule, Business Associate agrees to use, disclose, or request only the Limited Data Set, or if that is inadequate, the minimum PHI necessary to accomplish the intended purpose of that use, Disclosure, or request. Business Associate agrees to make uses, Disclosures, and requests for PHI consistent with any of Covered Entity's existing Minimum Necessary policies and procedures.
- F. *HIPAA Security Rule.* Business Associate agrees to use appropriate administrative, physical and technical safeguards, and comply with the Security Rule and HIPAA Security Regulations with respect to Electronic PHI, to prevent the use or Disclosure of the PHI other than as provided for by this Exhibit.
- G. *Mitigation.* Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or Disclosure of PHI by Business Associate in violation of the requirements of this Exhibit. Mitigation includes, but is not limited to, the taking of reasonable steps to ensure that the actions or omissions of employees or agents of Business Associate do not cause Business Associate to commit a Contractual Breach.
- H. *Notification of Breach.* During the term of the Agreement, Business Associate shall notify Covered Entity in writing within twenty-four (24) hours of any suspected or actual breach of security, intrusion, HIPAA Breach, and/or any actual or suspected use or Disclosure of data in violation of any applicable federal or state laws or regulations. This duty includes the reporting of any Security Incident, of which it becomes aware, affecting the Electronic PHI. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized use or Disclosure required by applicable federal and/or state laws and regulations. Business Associate shall investigate such breach of

security, intrusion, and/or HIPAA Breach, and provide a written report of the investigation to Covered Entity's HIPAA Privacy Officer or other designee that is in compliance with 45 C.F.R. section 164.410 and that includes the identification of each individual whose PHI has been breached. The report shall be delivered within fifteen (15) working days of the discovery of the breach or unauthorized use or Disclosure. Business Associate shall be responsible for any obligations under the HIPAA Regulations to notify individuals of such breach, unless Covered Entity agrees otherwise.

- I. *Agents and Subcontractors.* Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions, conditions, and requirements that apply through this Exhibit to Business Associate with respect to such information. Business Associate shall obtain written contracts agreeing to such terms from all agents and subcontractors. Any subcontractor who contracts for another company's services with regards to the PHI shall likewise obtain written contracts agreeing to such terms. Neither Business Associate nor any of its subcontractors may subcontract with respect to this Exhibit without the advanced written consent of Covered Entity.
- J. *Review of Records.* Business Associate agrees to make internal practices, books, and records relating to the use and Disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to Covered Entity, or at the request of Covered Entity to the Secretary, in a time and manner designated by Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Regulations. Business Associate agrees to make copies of its HIPAA training records and HIPAA business associate agreements with agents and subcontractors available to Covered Entity at the request of Covered Entity.
- K. *Performing Covered Entity's HIPAA Obligations.* To the extent Business Associate is required to carry out one or more of Covered Entity's obligations under the HIPAA Regulations, Business Associate must comply with the requirements of the HIPAA Regulations that apply to Covered Entity in the performance of such obligations.
- L. *Restricted Use of PHI for Marketing Purposes.* Business Associate shall not use or disclose PHI for fundraising or Marketing purposes unless Business Associate obtains an Individual's authorization. Business Associate agrees to comply with all rules governing Marketing communications as set forth in HIPAA Regulations and the HITECH Act, including, but not limited to, 45 C.F.R. section 164.508 and 42 U.S.C. section 17936.
- M. *Restricted Sale of PHI.* Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of Covered Entity and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to the Agreement.
- N. *De-Identification of PHI.* Unless otherwise agreed to in writing by both parties, Business Associate and its agents shall not have the right to de-identify the PHI. Any such de-identification shall be in compliance with 45 C.F.R. sections 164.502(d) and 164.514(a) and (b).
- O. *Material Contractual Breach.* Business Associate understands and agrees that, in accordance with the HITECH Act and the HIPAA Regulations, it will be held to the same standards as Covered Entity to rectify a pattern of activity or practice that constitutes a material Contractual Breach or violation of the HIPAA Regulations. Business Associate further understands and agrees that: (i) it will also be subject to the same penalties as a Covered Entity for any violation of the HIPAA Regulations, and (ii) it will be subject to periodic audits by the Secretary.

VI. INDIVIDUAL CONTROL OVER PHI

Individual Access to PHI. Business Associate agrees to make available PHI in a Designated Record Set to an Individual or Individual's designee, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.524. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

- P. *Accounting of Disclosures.* Business Associate agrees to maintain and make available the information required to provide an accounting of Disclosures to an Individual as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.528. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.
- Q. *Amendment to PHI.* Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 C.F.R. section 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.526. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

VII. TERMINATION

- R. *Termination for Cause.* A Contractual Breach by Business Associate of any provision of this Exhibit, as determined by Covered Entity in its sole discretion, shall constitute a material Contractual Breach of the Agreement and shall provide grounds for immediate termination of the Agreement, any provision in the Agreement to the contrary notwithstanding. Contracts between Business Associates and subcontractors are subject to the same requirement for Termination for Cause.
- S. *Termination due to Criminal Proceedings or Statutory Violations.* Covered Entity may terminate the Agreement, effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which Business Associate has been joined.
- T. *Return or Destruction of PHI.* In the event of termination for any reason, or upon the expiration of the Agreement, Business Associate shall return or, if agreed upon by Covered Entity, destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

If Business Associate determines that returning or destroying the PHI is infeasible under this section, Business Associate shall notify Covered Entity of the conditions making return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Exhibit to such PHI and limit further uses and Disclosures to those purposes that make the return or destruction of the information infeasible.

VIII. MISCELLANEOUS

- U. *Disclaimer.* Covered Entity makes no warranty or representation that compliance by Business Associate with this Exhibit, HIPAA, the HIPAA Regulations, or the HITECH Act will be

adequate or satisfactory for Business Associate's own purposes or that any information in

Business Associate's possession or control, or transmitted or received by Business Associate is or will be secure from unauthorized use or Disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

V. *Regulatory References.* A reference in this Exhibit to a section in HIPAA, the HIPAA Regulations, or the HITECH Act means the section as in effect or as amended, and for which compliance is required.

W. *Amendments.* The parties agree to take such action as is necessary to amend this Exhibit from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, the HIPAA Regulations, and the HITECH Act.

X. *Survival.* The respective rights and obligations of Business Associate with respect to PHI in the event of termination, cancellation or expiration of this Exhibit shall survive said termination, cancellation or expiration, and shall continue to bind Business Associate, its agents, employees, contractors and successors.

Y. *No Third Party Beneficiaries.* Except as expressly provided herein or expressly stated in the HIPAA Regulations, the parties to this Exhibit do not intend to create any rights in any third parties.

Z. *Governing Law.* The provisions of this Exhibit are intended to establish the minimum requirements regarding Business Associate's use and Disclosure of PHI under HIPAA, the HIPAA Regulations and the HITECH Act. The use and Disclosure of individually identified

health information is also covered by applicable California law, including but not limited to the Confidentiality of Medical Information Act (California Civil Code section 56 *et seq.*). To the extent that California law is more stringent with respect to the protection of such information,

applicable California law shall govern Business Associate's use and Disclosure of confidential information related to the performance of this Exhibit.

AA. *Interpretation.* Any ambiguity in this Exhibit shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA, the HIPAA Regulations, the HITECH Act, and in favor of the protection of PHI.

This EXHIBIT, the HIPAA Business Associate Agreement is hereby executed and agreed to by

CONTRACTOR:

Name: _____

By (Signature): _____

Print Name: _____

Title: _____