

**SERIAL 15002 ITN ONSITE MEDICAL SERVICES (PHARMACY AND CLINIC)**

**DATE OF LAST REVISION: April 20, 2016**

**CONTRACT END DATE: June 30, 2021**

**CONTRACT PERIOD THROUGH JUNE 30, 2021**

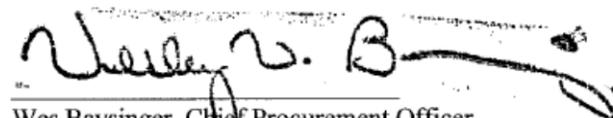
TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **ONSITE MEDICAL SERVICES (PHARMACY AND CLINIC)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **April 06, 2016 (Eff. 07/01/16)**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

  
Wes Baysinger, Chief Procurement Officer  
Office of Procurement Services

SD/at  
Attach

Copy to: Office of Procurement Services  
Chris Bradley, Employee Benefits and Health  
Julie Garcia, Employee Benefits and Health

(Please remove Serial 10082-RFP from your contract notebooks)



## CONTRACT PURSUANT TO ITN

SERIAL 15002-ITN

This contract ("Contract") is entered into this Twentieth (20<sup>th</sup>) day of April, 2016 by and between Maricopa County ("Maricopa County" or the "County"), a political subdivision of the State of Arizona, and Take Care Employer Solutions, LLC d/b/a Premise Health, a Delaware limited liability company, directly and on behalf of its applicable affiliates providing services under this Contract ("Contractor"). Each of Contractor and County are referred to herein as a "Party" and collectively as the "Parties").

### 1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of Five (5) years, beginning on the first (1) day of July, 2016 and ending the thirtieth (30) day of June, 2021 (the "Effective Date").
- 1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of five (5) years. The County shall notify the Contractor in writing of its intent to extend the Contract term at least ninety (90) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

### 2.0 FEE ADJUSTMENTS:

The specific services to be provided pursuant to this Contract will be set forth in Exhibit B to this Contract. Contractor and County agree that the fees for services performed under this Contract are set forth in the Pricing Schedule attached hereto and incorporated herein as Exhibit "A." Any request for a fee adjustment must be submitted one hundred and eighty (180) days prior to the current Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted fee, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

### 3.0 PAYMENTS:

- 3.1 Fixed Fee Costs. As consideration for performance of the services set forth in Exhibit B, County shall pay Contractor an annual fixed fee set forth in the Pricing Schedule (the "Fixed Fee"). Contractor will invoice County monthly and in advance a prorated portion of the Fixed Fee. The Fixed Fee includes operating supplies, salaries, benefits, insurance and other costs associated with providing the services. The Fixed Fee amount is based upon a certain number of medical provider visits and a certain number of prescriptions filled. Such patient volume and prescription volume will be reviewed on a quarterly basis, provided, however, flu immunizations administered in any quarter will not be included in determining utilization. If the number of provider visits or number of prescriptions filled, as applicable, increases or decreases, then the Fixed Fee will be increased or decreased to the next applicable Fee tier with prior County approval. Any temporary required resource needs will be compensated based on the hourly rates in Exhibit A-1 Section 2.3 with County prior approval. For the avoidance of doubt, the cost for pharmaceuticals sold is not included in the Fixed Fee and will be priced and invoiced as set forth below and the Pricing Schedule.
- 3.2 Pharmaceutical Costs. Contractor will charge County for the pharmaceuticals sold at the Pharmacy (defined in Exhibit B) as set forth in Exhibit A-1.

3.3 Payment shall be made upon the County's receipt of a properly completed invoice.

3.4 INVOICES:

3.4.1 The Contractor shall submit in a manner acceptable to the County one (1) legible copy of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract serial number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of services
- Quantity
- Contract Item number(s)
- De-Identified Description of service provided
- Pricing per unit of service
- Extended price Total Amount Due

3.4.2 Problems regarding billing or invoicing shall be directed to the County Benefits Finance Manager.

3.4.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (<http://www.maricopa.gov/Finance/Vendors.aspx>).

3.4.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with its designated financial institution for access to those details.

4.0 APPLICABLE TAXES:

4.1 **Payment of Taxes:** The Contractor shall collect and remit all applicable sales tax and pay to the proper taxing jurisdiction of authority on County's behalf.

4.2 **State and Local Transaction Privilege Taxes:** Maricopa County is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this contract it is the responsibility of the Contractor to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

4.3 **Tax Indemnification:** Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold Maricopa County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.4 **Representation Authorization:** If at any time the County believes that a tax levied in connection with this Contract was not properly taxed or taxable; Contractor agrees to execute Arizona Form 285, as well as any other Representation Authorization Form or document necessary to permit County to contest the tax or seek a refund. In such event, Contractor agrees to fully cooperate with County in such matter.

4.5 TAX: (SERVICES)

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

5.0 AVAILABILITY OF FUNDS:

5.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.

5.2 If any action is taken by any state or federal agency or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination and subject to any other transition costs that may be included as part of a statement of work, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least thirty (30) days in advance. Notwithstanding the preceding, termination of the Contract will not occur until Contractor has been provided adequate time to wind down services and provide patient notifications as required by applicable law.

6.0 DUTIES:

6.1 The Contractor shall perform all duties stated herein and in Exhibit "B, B-1 and B-2", and as otherwise directed in writing by the Procurement Officer.

6.2 During the Contract term, County will provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

7.0 TERMS and CONDITIONS:

7.1 INDEMNIFICATION:

To the fullest extent permitted by law, and to the extent that claims, damages, losses or expenses are not covered and paid by insurance purchased by the Contractor, the Contractor shall defend indemnify and hold harmless the County, its agents, representatives, agents, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from the negligent acts, errors, omissions, or mistakes relating to the performance of this Contract.

Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, agents, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment of, or destruction of tangible property, including loss of use resulting there from, caused by negligent acts, errors, omissions, or mistakes in the performance of this Contract, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, any one directly or indirectly employed by them, or anyone for whose acts they may be responsible.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

**7.2 INSURANCE:**

Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County. Notwithstanding the preceding, the Parties acknowledge and agree that certain Contractor coverage required hereunder will be provided through Green Hills Insurance Company, a non-rated Vermont-domiciled Risk Retention Group principally owned by Contractor, its subsidiaries and affiliates. Evidence of coverage hereunder will be provided prior to the commencement of Services under this Agreement.

- 7.2.1 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.
- 7.2.2 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 7.2.3 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 7.2.4 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 7.2.5 The insurance policies required by this Contract, except Workers' Compensation and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- 7.2.6 The policies required hereunder, except Workers' Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

**7.3 Commercial General Liability Insurance:**

Commercial General Liability Insurance and if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

**7.4 Automobile Liability:**

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Lessee's owned, hired, and non-owned

vehicles assigned to or used in performance of the Lessee's work or services or use or maintenance of the Premises under this Contract.

**7.5 Workers' Compensation:**

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Lessee's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit. Lessee, its contractors and its subcontractors waive all rights against Lessor and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Lessee, its contractors and its subcontractors pursuant to this Contract.

**7.6 Professional Liability (applies to On-site Employees):**

Contractor shall maintain Professional Liability insurance which will provide coverage for any and all acts arising out of the work or services performed by the Contractor and its employees under the terms of this Contract, with a limit of not less than \$1,000,000 for each claim, and \$3,000,000 aggregate claims.

**7.7 Medical Mal – Any contractor that has a medical degree providing medical treatment:**

Contractor shall require and provide proof of Medical Malpractice insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for Medical Malpractice for any of Contractor's subcontractors and independent contractors and their employees providing medical treatment, with limits of no less than \$3,000,000 for each claim.

**7.8 Evidence of Insurance Coverage:**

**Prior to AWARD** and commencement of work, services or occupancy of the premises under this Contract, Contractor shall furnish County with the following: (Certificates of Insurance as required by this Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this Contract number and title. In the event any insurance policies required by this Contract are written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the term of Contractor's work or services or Contractor's use or maintenance of the Premises and as evidenced by annual Certificates of Insurance.

7.9 The **insurance** policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

7.10 The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

7.11 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

**8.0 FORCE MAJEURE**

8.1 Neither Party shall be liable for failure of performance, nor incur any liability to the other Party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Contract if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes will include Acts of God/Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster),

war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, interruption or failure of electricity or telecommunication service.

8.2 Each Party, as applicable, shall give the other Party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each Party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

8.3 The Party asserting *Force Majeure* as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

8.4 Pursuant to Section 9.0 below, the County shall reserve the right to terminate this Contract and/or any applicable order or contract release purchase order upon non-performance by Contractor. The County shall reserve the right to extend the Contract and time for performance at its discretion.

9.0 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing one hundred and eighty (180) calendar days advance notice to the Contractor.

10.0 TERMINATION FOR DEFAULT:

The County may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

10.1 Deliver the supplies or to perform the services within the time specified in this Contract or any extension;

10.2 Make progress, so as to endanger performance of this Contract; or

10.3 Perform any of the other provisions of this Contract.

10.4 The County's right to terminate this Contract under these subparagraphs may be exercised if the Contractor does not cure such failure within 30 days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.

11.0 Contractor may terminate this Contract if it gives the County notice of termination because the County did not pay the Fixed Fees set forth in Exhibit A or other amounts owed to Contractor when due under the terms of this Contract. The Parties agree that termination under this Section shall not occur unless written notice of the alleged breach or non-performance is first given to County and County fails to cure the alleged breach or non-performance within sixty (60) days following receipt of such written notice.

12.0 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the Contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

13.0 **TRANSITION:** Notwithstanding anything to the contrary in this Contract or any work order, schedule, purchase order or other similar documentation, no termination of this Contract, work order, purchase order or the like will be effective prior to the running and expiration of any patient notification required to be given by Contractor or any health care personnel under applicable state or federal law. County will be required to pay certain costs associated with wind down and transition of any services provided pursuant to this Contract. Contractor will, in good faith and with reasonable input from the County prepare and deliver a budget for any wind down at end of contract (with 180 days' notice by County) and transition services in of those contemplated in the ordinary course of operations of the Health Center. Items included in the budget will include, but will not be limited to: to the, as agreed to by the Parties, until anticipated closing or transfer date, payment of any fees through and including the date on which Contractor's involvement with the Health Center ends or such other date as may apply, and the costs of maintaining or transferring medical records or pharmacy records generated in connection with the Services, if permitted and in accordance with applicable law.

14.0 **CONTRACTOR LICENSE REQUIREMENT:**

Contractor shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of its business and, as necessary, complete any required certification requirements required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. Contractor shall keep fully informed of existing and future trade or industry requirements, federal, state and local laws, ordinances, and regulations which in any manner affect the fulfillment of this Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.

15.0 **SUBCONTRACTING:**

15.1 Except as may be set forth in any scope of work, the Contractor may not delegate Contractor's performance of this Contract to another contractor or affiliate without the written consent of the County; subject to Contractor remaining primarily responsible for its obligations under this Contract and ensuring that services are provided to the same extent that Contractor would have provided such services had Contractor performed those services without the use of an affiliate or subcontractor. All correspondence authorizing subcontracting must reference the Contract Serial Number.

15.2 If Contractor delegates performance of this Contract to a subcontractor, then the subcontractor's rate for the job shall not exceed that of Contractor's rate, as set out in Exhibit A unless Contractor is willing to absorb any higher rates or the County has approved the increase. Except as may be provided otherwise in a scope of work, the subcontractor's invoice shall be invoiced directly to Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the subcontractor's invoice must accompany the Contractor's invoice. Notwithstanding the preceding, Services provided by Contractor's Affiliated PC (defined in Exhibit A) and its Pharmacy Operator (defined in Exhibit B) will not be subject to this subsection. Contractor's invoicing for Services provided by the Affiliated PC and Pharmacy Operator will be invoiced to County in accordance with Exhibit A.

16.0 **AMENDMENTS:**

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

17.0 **ADDITIONS/DELETIONS OF SERVICE:**

17.1 The County reserves the right to add and/or delete materials and services to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced through discussions with the Contractor and such reduction will be proportionate to the amount of service reduced in accordance with the contract price. If additional materials or services are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

17.2 Contractor will provide the County an opportunity to meet potential staff that will provide the on-site services to assess cultural fit. If County believes that any of the on-site personnel's performance is inadequate then County will advise Contractor and Contractor will promptly resolve such performance issue to the reasonable satisfaction of County, up to and including replacement. If County is dissatisfied with the performance of any on-site staff member, then Contractor will promptly address such performance issues.

18.0 **VALIDITY:**

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of the Contract.

19.0 **SEVERABILITY:**

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

20.0 **RIGHTS IN DATA:**

The County shall have the use of the reports described in a scope of work resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. . Notwithstanding the preceding, all patient medical records and pharmacy records will be owned by Contractor or its subcontractor, as applicable, and, for purposes of this Contract, will be considered the confidential information of Contractor. Contractor will not be required to provide County with patient medical records or pharmacy records except as permitted by applicable law. The parties acknowledge and agree that Contractor's operating manuals and policies are the confidential information of Contractor.

21.0 **NON-DISCRIMINATION:**

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website <http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1> which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

22.0 **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor:

22.1 is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

22.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

22.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

22.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

22.5 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

23.0 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

23.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

23.2 The County retains the legal right to inspect Contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.20.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

24.0 INFLUENCE

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or otherwise engage in any unethical conduct may be grounds for Disbarment or Suspension under MC1-902. An attempt to influence includes, but is not limited to:

24.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,

24.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

24.3 If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

25.0 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

25.1 In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials. Notwithstanding the preceding, County will not be allowed to view or access any patient medical or prescription information except as permitted by applicable law.

25.2 If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented. The Parties acknowledge and agree that documentation that the facility was open and providing services for the applicable period will be deemed to sufficient for purposes of providing sufficient documentation pursuant to this Section. Further, for the purposes of determining the proper amounts payable under this Contract, the right to audit Contractor will not include the right to audit or review underlying wage or costs information or auditing the composition of any specified percent, fixed rate, or fixed fee referred to in this Contract. In no event will Contractor be required to allow County access to any pharmaceutical wholesaler invoices agreements, or other books and records in any way related to Contractor's or its Pharmacy Operator's (defined in Exhibit B) cost of goods sold or acquisition costs for pharmaceuticals or over-the-counter products purchased, dispensed or sold pursuant to this Contract. Any audit hereunder will be conducted only following entry into a confidentiality and non-disclosure agreement between Contractor and County auditors.

25.3 If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check or deduction from current billings Submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

26.0 **AUDIT DISALLOWANCES:**

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

27.0 **PERFORMANCE GUARANTEES;**

Contractor agrees to place certain fees at risk for Contractor meeting certain performance measures set forth in Exhibit C ("**Performance Measures**"). For the Fiscal year 2017, Contractor agrees to place \$10,218 at risk for the Performance Measures related to primary care services set forth in Exhibit B-2 and \$13,662 for the Performance Measures related to the pharmacy services set forth in Exhibit B-1. The amount at risk for the Performance Measures would increase by three percent (3%) annually. The Performance Measures may be adjusted only with the mutual consent of the Parties. If Contractor does not meet a Performance Measure, then Contractor will credit the applicable amount to County on the next invoice following the annual review of the Performance Measures. Each Performance Measure stands on its own and any shortfalls in one Performance Measure cannot be offset by another Performance Measure.

28.0 **PUBLIC RECORDS:**

Under Arizona law, all Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection and copying after Contract award and execution, except for such Offers or sections thereof determined to contain proprietary or confidential information. by the Office of Procurement Services If an Offeror believes that information in its Offer or any resulting Contract should not be released in response to a public record request under Arizona law, the Contractor shall indicate the specific information deemed confidential or proprietary and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise from disclosure. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

29.0 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

30.0 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

31.0 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

32.0 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and any scope of work, the terms of this Contract shall prevail.

33.0 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

- 33.1 Exhibit A and Exhibit A1, Pricing;
- 33.2 Exhibit B, General Scope of Work:
- 33.3 Exhibit B-1, Scope of Work (Pharmacy):
- 33.4 Exhibit B-2; Scope of Work (Clinic):
- 33.5 Exhibit C, Service Level Agreement:

34.0 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County  
Office of Procurement Services  
ATTN: Contract Administration  
320 West Lincoln Street  
Phoenix, Arizona 85003-2494

For Contractor:

Take Care Employer Solutions, LLC  
d/b/a Premise Health  
Attn: Legal Department  
5500 Maryland Way, Suite 200  
Brentwood, TN 37027

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

**CONTRACTOR**

Shannon W. Karcynski  
AUTHORIZED SIGNATURE

Shannon W Karcynski  
PRINTED NAME AND TITLE

5500 Maryland Way, Suite 300, Brentwood, TN 37215  
ADDRESS

4/1/16  
DATE

**MARICOPA COUNTY**

\_\_\_\_\_  
CHAIRMAN, BOARD OF SUPERVISORS

\_\_\_\_\_  
DATE

**ATTESTED:**

\_\_\_\_\_  
CLERK OF THE BOARD

\_\_\_\_\_  
DATE

**APPROVED AS TO FORM:**

\_\_\_\_\_  
LEGAL COUNSEL

\_\_\_\_\_  
DATE

**EXHIBIT A**  
**PRICING**

SERIAL 15002-RFP  
 NIGP CODE: 94855  
 RESPONDENT'S NAME: Premise Health  
 COUNTY VENDOR NUMBER : 2011002323 0  
 ADDRESS: 5500 Maryland Way, Suite 400, Brentwood, TN 37027  
 P.O. ADDRESS:  
 TELEPHONE NUMBER: 203-583-1757  
 FACSIMILE NUMBER: na  
 WEB SITE:  
 CONTACT (REPRESENTATIVE): [Amanda Mount](#)  
 REPRESENTATIVE'S E-MAIL ADDRESS: amanda.mount@premisehealth.com

PAYMENT TERMS.  
 NET 30 DAYS

<b>1.0 PRICING Projected Implementation Budget - Health Center</b>					
1.1 PHARMACY					<b>\$0.00</b>
1.2 HEALTH CARE CENTER					<b>\$0.00</b>
1.3 TOTAL IMPLEMENTATION CHARGES					<b>\$0.00</b>
<b>2.0 PHARMACY OPERATING COSTS (includes operating supplies, salaries etc. (Contractor owns all inventory until sold))</b>					
	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
2.1 Total Prescriptions (16000-19999)	<b>16000-19999</b>	<b>16000-19999</b>	<b>16000-19999</b>	<b>16000-19999</b>	<b>16000-19999</b>
2.2 Number of Licensed Pharmacists	1.0	1.0	1.0	1.0	1.0
2.3 Total Employees	2.0	2.0	2.0	2.0	2.0
2.4 Hours of Operation ( <b>EIGHT (8) HOURS PER DAY, BETWEEN 7 AM AND 5 PM</b> )	7:30 AM - 4:00 PM				
2.5 TOTAL COST OF OPERATIONS	\$ 376,368.88	\$ 387,659.95	\$ 399,289.75	\$ 411,268.44	\$ 423,606.49
<b>2.6 PAYABLE MONTHLY</b>	<b>\$ 31,364.07</b>	<b>\$ 32,305.00</b>	<b>\$ 33,274.15</b>	<b>\$ 34,272.37</b>	<b>\$ 35,300.54</b>

<b>3.0 OPERATING COSTS – HEALTH CENTER</b>					
	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
<b>3.1 Total Provider Visits (2400 -2999 total visits, 1500 provider visits and 900 ancillary visits i.e.. (Wellness, Blood Pressure Checks etc.)</b>	<b>2400-2999</b>	<b>2400-2999</b>	<b>2400-2999</b>	<b>2400-2999</b>	<b>2400-2999</b>
3.2 Number of Providers	1.1	1.1	1.1	1.1	1.1
3.3 Total Employees	1.6	1.6	1.6	1.6	1.6
3.4 Hours of Operation ( <b>EIGHT (8) HOURS PER DAY, BETWEEN 7 AM AND 5 PM</b> )	7:30 AM - 4:00 PM				
<b>3.5 TOTAL COST OF OPERATIONS CLINIC</b>	<b>\$ 315,739</b>	<b>\$ 325,212</b>	<b>\$ 339,968</b>	<b>\$ 345,017</b>	<b>\$ 355,368</b>
<b>3.6 PAYABLE MONTHLY</b>	<b>\$ 26,311.62</b>	<b>\$ 27,100.97</b>	<b>\$ 28,330.67</b>	<b>\$ 28,751.42</b>	<b>\$ 29,613.97</b>
TOTAL COST OF OPERATIONS FOR FACILITY	\$ 692,108.38	\$ 712,871.63	\$ 739,257.78	\$ 756,285.51	\$ 778,974.08
<b>3.7 TOTAL PAYABLE MONTHLY</b>	<b>\$ 57,675.70</b>	<b>\$ 59,405.97</b>	<b>\$ 61,604.82</b>	<b>\$ 63,023.79</b>	<b>\$ 64,914.51</b>
<b>4.0 PHARMACY OPERATING COSTS (includes operating supplies, salaries etc. (Contractor owns all inventory until sold))</b>					
	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
<b>4.1 Total Prescriptions (20000-23999)</b>	<b>20000-23999</b>	<b>20000-23999</b>	<b>20000-23999</b>	<b>20000-23999</b>	<b>20000-23999</b>
4.2 Number of Licensed Pharmacists	1.0	1.0	1.0	1.0	1.0
4.3 Total Employees	2.2	2.2	2.2	2.2	2.2
4.4 Hours of Operation ( <b>EIGHT (8) HOURS PER DAY, BETWEEN 7 AM AND 5 PM</b> )	7:30 AM - 4:00 PM				
4.5 TOTAL COST OF OPERATIONS	\$ 392,021.85	\$ 403,782.50	\$ 415,895.98	\$ 428,372.86	\$ 441,224.04
<b>4.6 PAYABLE MONTHLY</b>	<b>\$ 32,668.49</b>	<b>\$ 33,648.54</b>	<b>\$ 34,658.00</b>	<b>\$ 35,697.74</b>	<b>\$ 36,768.67</b>
<b>5.0 OPERATING BUDGET – HEALTH CENTER</b>					
	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
<b>3.1 Total Provider Visits (3000-3499 total visits)</b>	<b>3000 - 3499</b>				
5.2 Number of Providers	1.1	1.1	1.1	1.1	1.1
5.3 Total Employees	1.6	1.6	1.6	1.6	1.6
5.4 Hours of Operation ( <b>EIGHT (8) HOURS PER DAY, BETWEEN 7 AM AND 5 PM</b> )	7:30 AM - 4:00 PM				
<b>5.5 TOTAL COST OF OPERATIONS CLINIC</b>	<b>\$ 323,754</b>	<b>\$ 333,466</b>	<b>\$ 348,470</b>	<b>\$ 353,774</b>	<b>\$ 364,388</b>
<b>5.6 PAYABLE MONTHLY</b>	<b>\$ 26,979.47</b>	<b>\$ 27,788.86</b>	<b>\$ 29,039.19</b>	<b>\$ 29,481.20</b>	<b>\$ 30,365.63</b>

TOTAL COST OF OPERATIONS FOR FACILITY	\$ 715,775.52	\$ 737,248.78	\$ 764,366.25	\$ 782,147	\$ 805,611.65
<b>5.7 TOTAL PAYABLE MONTHLY</b>	<b>\$ 59,647.96</b>	<b>\$ 61,437.40</b>	<b>\$ 63,697.19</b>	<b>\$ 65,178.94</b>	<b>\$ 67,134.30</b>
<b>6.0 PHARMACY OPERATING COSTS (includes operating supplies, salaries etc. (Contractor owns all inventory until sold))</b>					
	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
<b>6.1 Total Prescriptions (24000 PLUS)</b>	<b>24000 +</b>				
6.2 Number of Licensed Pharmacists	1.0	1.0	1.0	1.0	1.0
6.3 Total Employees	2.5	2.5	2.5	2.5	2.5
6.4 Hours of Operation ( <b>EIGHT (8) HOURS PER DAY, BETWEEN 7 AM AND 5 PM</b> )	7:30 AM - 4:00 PM				
6.5 TOTAL COST OF OPERATIONS	\$ 414,388.25	\$ 426,819.90	\$ 439,624.50	\$ 452,813.23	\$ 466,397.63
<b>6.6 PAYABLE MONTHLY</b>	<b>\$ 34,532.35</b>	<b>\$ 35,568.33</b>	<b>\$ 36,635.37</b>	<b>\$ 37,734.44</b>	<b>\$ 38,866.47</b>
<b>7.0 OPERATING BUDGET – HEALTH CENTER</b>					
	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
<b>3.1 Total Provider Visits (3500 3999 total visits)</b>	<b>3500 - 3999</b>				
7.2 Number of Providers	1.1	1.1	1.1	1.1	1.1
7.3 Total Employees	2.1	2.1	2.1	2.1	2.1
7.4 Hours of Operation ( <b>EIGHT (8) HOURS PER DAY, BETWEEN 7 AM AND 5 PM</b> )	7:30 AM - 4:00 PM				
<b>7.5 TOTAL COST OF OPERATIONS CLINIC</b>	<b>\$ 361,318</b>	<b>\$ 372,158</b>	<b>\$ 388,322</b>	<b>\$ 394,822</b>	<b>\$ 406,667</b>
<b>7.6 PAYABLE MONTHLY</b>	<b>\$ 30,109.85</b>	<b>\$ 31,013.14</b>	<b>\$ 32,360.20</b>	<b>\$ 32,901.84</b>	<b>\$ 33,888.90</b>
TOTAL COST OF OPERATIONS FOR FACILITY	\$ 775,706	\$ 798,978	\$ 827,947	\$ 847,635	\$ 873,064
<b>7.7 TOTAL PAYABLE MONTHLY</b>	<b>\$ 64,642.20</b>	<b>\$ 66,581.47</b>	<b>\$ 68,995.58</b>	<b>\$ 70,636.28</b>	<b>\$ 72,755.37</b>
*Total Cost of Operations includes: operating supplies, salaries, benefits, insurance, information system support, encounter fees.					

## **EXHIBIT A-1**

### **PAYMENT SCHEDULE**

Compensation to Contractor for providing the Services set forth in Exhibits B-1 and B-2 will be in accordance with the terms of this **Exhibit A and A1**, subject to the terms of the Contract to which it is attached.

#### 1.0 Fixed Fees:

Contractor will invoice County monthly and in advance a prorated portion (one twelfth) of the Fixed Fee set forth in Exhibit A. Payment for the Fixed Fee is due within thirty days of the invoice date.

#### 2.0 Pharmaceutical Costs.

2.0.1 The cost of pharmaceuticals dispensed at the Pharmacy **payable by County to Contractor** will be determined as follows:

2.0.1.1 For Brand Name Drugs, Contractor will charge County AWP- 16.67%.

2.0.1.2 For Generic Drugs, Contractor will charge County a price set forth in a price table generated by Contractor. Contractor guarantees that the aggregate price for all dispensed Generic Drugs shall be at least AWP – 88% for multi-source Generic Drugs and single-source Generic Drugs, ("Generic Drug Guarantee") measured and reported annually. The Generic Drug aggregate price will be reconciled annually with any differences under the Generic Drug Guarantee credited to the applicable County-sponsored plan within 90 days from the end of the fourth quarter each year. OTC Supplies dispensed pursuant to a prescription are not subject to the pricing set forth herein or the Generic Drug Guarantee.

#### 2.0.2 Definitions.

2.0.2.1 "**Brand Name Drug**" means a drug designated as a brand name drug as determined by Medi-Span and which may only be dispensed pursuant to a prescription in accordance with state and/or federal law, and is required to bear the legend "Caution-Federal and/or state law prohibits dispensing without a prescription" or other similar language. For the avoidance of doubt, OTC Supplies which are dispensed pursuant to a prescription are not included in the definition of Brand Name Drug and not subject to the pricing set forth herein.

2.0.2.2 "**Generic Drug**" means a drug identified by the chemical or generic name, as determined by Medi-Span and which may only be dispensed pursuant to a prescription in accordance with state and/or federal law, and is required to bear the legend "Caution-Federal and/or state law prohibits dispensing without a prescription" or other similar language. For the avoidance of doubt, OTC Supplies which are dispensed pursuant to a prescription are not included in the definition of Generic Drug and not subject to the pricing set forth herein.

2.0.2.3 "**AWP**" means the average wholesale price set forth by Medi-Span.

#### 2.1 Payments and Reporting.

Contractor will invoice the applicable PBM(s) (including County's PBMs) or, with respect to those Participants who are not enrolled in a PBM network, the individual Participant, for the Brand Name Drugs and Generic Drugs sold at the Pharmacy. If a Participant is not enrolled in a PBM ("**Non-Enrolled Participant**"), then Pharmacy Operator will charge the Non-Enrolled Participant as set forth in Section 2.12.2 of Exhibit B. The PBM(s) or the Non-Enrolled Participant, as applicable, will remit payment to Contractor. Contractor will apply the payment from the PBM or the Non-Enrolled Participant, any co-pays, or deductibles to the pharmaceutical pricing set forth in Section 2.0.1 above. Contractor will apply any resulting overpayments to any outstanding amounts owed by the County. If there is a net overpayment after applying overpayments to outstanding amounts owed by County, Contractor will reimburse the County for any overpayments within thirty (30) days of the end of each month. Contractor will invoice any underpayments to County, in accordance with Section 1 above, provided, however, such payments will be due within five (5) days of the invoice date. For the avoidance of doubt, it is intent of the Parties that Contractor retain only the amounts set forth in Section 2.0.1 above. Notwithstanding

the preceding, Contractor will retain any amounts associated with the sale of any prescription products sold to a Participant covered Federal health care program, as that term is defined at 42 U.S.C. §1320a-7b(f). For the avoidance of doubt, Contractor will not charge County for pharmaceuticals dispensed to a Participant covered by a Federal health care program.

2.2 OTC Supplies. **Contractor will provide certain over the counter medications (“OTC Supplies”) for sale at the Pharmacy. Contractor will own all OTC Supplies. Contractor will credit profits (meaning revenue in excess of cost of goods sold) from the sale of OTC Supplies to County on the invoice following the month in which the OTC Supplies were sold. Contractor will make reasonable commercial efforts to set the retail price of the OTC Supplies such that County receives a fifty percent (50%) profit from the sale of such OTC Supplies. For the avoidance of doubt, OTC Supplies, including any OTC Supplies sold pursuant to a prescription will not be subject to the pricing set forth in Section 2.0.1 set forth above.**

2.3 Additional labor rates:

This is for temporary work requirements over the base rates in Exhibit A of the contract (see section 3.1 of contract). These rates are the fully burdened rates for each position that the County would pay if help is required beyond the fixed monthly/annual rates for capacity requirements.

2.3.1	Registered Pharmacist	\$ 109.03 per hour
2.3.2	Pharmacy Tech	\$ 31.48 per hour
2.3.3	Nurse Practitioner	\$ 91.44 per hour
2.3.4	Medical Assistant	\$ 26.91per hour

**EXHIBIT B**  
**GENERAL SCOPE OF SERVICES, ONSITE MEDICAL SERVICES**  
**(PHARMACY AND CLINIC)**

1.0 INTENT

The intent of this Contract is to provide an on-site pharmacy and health services at the County's Administration Building to serve employees and their dependents who are covered under the County's employee health benefit plans, and by health benefit plans of other organizations and entities as may be determined by Maricopa County pursuant to an agreement with the County (the "**Participants**"). On-site services shall be open and available to the general public in addition to employees and dependents, but access to County facilities requires security screening.

2.0 **Engagement.**

In accordance with the terms of the Contract, the County engages Contractor as an independent contractor to provide or arrange for the provision of Services (as defined in Section 2.3 of this Exhibit B) to Participants at the Health Center (as defined in Section 2.3 of this Exhibit B).

2.1 **Use of Pharmacy Operator and Affiliates.** Contractor may delegate the performance of a portion of Contractor's obligations under this Contract (to the extent determined by Contractor) to (i) Walgreen Co. ("**Walgreens**") or (ii) another third party pharmacy operator selected by Contractor and approved in writing by the County, which approval shall not be unreasonably withheld (Walgreens or such other approved pharmacy operator, the "**Pharmacy Operator**"). Notwithstanding any delegation of its obligations to a Pharmacy Operator, Contractor shall remain fully responsible to the County for the full and timely performance of all of Contractor's obligations under this Contract (and for any Pharmacy Operator's timely performance of any obligation described herein as an obligation of the Pharmacy Operator). Additionally, Contractor or any Pharmacy Operator may perform such obligations through one or more of their affiliates, but Contractor shall remain responsible to the County for the full and timely performance of all such obligations. Contractor hereby discloses to the County that, as of the date of this Contract, Walgreens will act as the Pharmacy Operator, and Walgreens has an ownership interest in Contractor.

2.2 **Affiliated PC.** An "**Affiliated PC**" means a professional corporation duly qualified in the State of Arizona with which Contractor maintains a services agreement. Notwithstanding anything to the contrary, Contractor may, in its sole discretion, delegate to the Affiliated PC its obligation to perform certain of the Services because Contractor does not engage in the practice of medicine and nothing in this Contract should be construed to the contrary. The Affiliated PC will be controlled by a licensed physician as required by the laws of the State of Arizona. When this Agreement refers to "Contractor," the reference includes, as appropriate, the Affiliated PC.

2.3 **SCOPE OF SERVICES, ON-SITE SERVICES**

Contractor shall provide on-site pharmacy and health services as set forth in this Exhibit B at the County Administration Building (301 W. Jefferson, Phoenix, Arizona 85003). The County desires to establish at such location an employer-sponsored pharmacy (the "**Pharmacy**") and health center (the "**Clinic**"). The Pharmacy and Clinic are collectively referred to herein as the "**Health Center.**" The pharmacy services are set forth in Exhibit B-1 (the "**Pharmacy Services**") and the health services are set forth in Exhibit B-2 (the "**Health Services**"). The Pharmacy Services together with the Health Services are collectively referred to herein as the "**Services.**"

2.4 **Contractor Personnel.** Contractor or Pharmacy Operator, as applicable, will provide the Services utilizing the personnel described in **Exhibit A** attached to this Contract and incorporated herein (collectively, the "**Contractor Personnel**"). In the discretion of Contractor or its Pharmacy Operator, as applicable, the Contractor Personnel will be employed or contracted by Contractor or its Pharmacy Operator, as applicable. If required by applicable rule, law or regulation, each of the Contractor Personnel will be duly licensed or certified in the State of Arizona. The Parties acknowledge and agree that in no event will the County exercise control and/or management over

the employment, discharge, compensation and/or working conditions of any Contractor Personnel, except as stipulated in Sections 2.17.1 and 2.17.2 of this Exhibit B.

- 2.5 **Information Systems.** Contractor and Pharmacy Operator, as applicable, will provide its standard software applications and systems support required to deliver the Services. Such software and applications are the property of their respective owners, and this Contract does not constitute a license for the County to use such software and applications. The County will be responsible for all network connection and service costs. In order to keep current with evolving technologies, Contractor or Pharmacy Operator, as applicable, may, in its discretion, upgrade and make changes to the software platform and hardware utilized at the Pharmacy. If a Party proposes to upgrade or make changes to a software platform used at the Clinic, Contractor will prepare a budget for such costs and, upon the Parties' agreement of the budget and the specific changes to the software platform, Contractor will implement such changes and the agreed upon costs will be the responsibility of County.
- 2.6 **Legal Compliance.**
- 2.6.1 Contractor (and any Pharmacy Operator) will comply with all applicable federal, state and local laws, statutes, regulations, and ordinances relating to its performance of this Contract, including: labor laws; laws applicable to required permits, licenses, registrations, filings, certifications, and other approvals regarding the operation of the Heath Center including the handling, storage and dispensing of pharmaceuticals; laws applicable to the disposal of medical waste and expired or unusable drugs; applicable federal and state laws and regulations relating to self-referral, kickbacks, false claims, and fraud and abuse; and, to the extent applicable, laws applicable to confidentiality and patient privacy (including HIPAA, as defined herein).
- 2.6.2 The County will comply with all applicable federal, state and local statutes, regulations, and ordinances relating to its performance of this Contract, including: labor laws; laws applicable to zoning, required permits, licenses, registrations, filings, certifications, and other approvals regarding the operation of the Heath Center, maintenance of the Health Center, and, to the extent applicable, laws applicable to confidentiality and patient privacy (including HIPAA, as defined herein).
- 2.7 **Filings and Applications.** Each Party (and any Pharmacy Operator) will cooperate fully with the other Party and any Pharmacy Operator in furnishing any necessary information in such Party's possession required in connection with the preparation, distribution and filing of any filings, applications, and notices which may be required by any federal, state and local government or regulatory agencies relating to the operation of the Health Center.
- 2.8 **Reports.** Contractor will furnish the County with quarterly reports regarding the Health Center in accordance with Exhibit B-1 and B-2.
- 2.9 **Health Services Co-Pays, Co-Insurance, and Third Party Billing.**
- 2.9.1 **Co-Pays, Co-Insurance, and Deductibles -** Contractor will determine each Participant's type of insurance coverage and will collect the appropriate co-payment or co-insurance in advance for Participants who are covered by a medical plan that requires a co-payment or co-insurance. For High Deductible Health Plans, Contractor may send medical claims for processing by the applicable health plan before billing a Participant for services.
- 2.9.2 **Third Party Billing.** Contractor will bill any applicable third-party payor for the Health Services received by Participants at the Clinic in accordance with the applicable network Contract between Contractor and the third-party payor. County will use reasonable commercial efforts to ensure that Contractor is a participating provider in every County health plan covering the Country health plan Participants. Contractor will use reasonable commercial efforts to comply with any credentialing requirements or other such requirements of County's third party payors.

2.9.3 For the avoidance of doubt, Contractor will bill any third party payors for the Pharmacy Services in accordance with 2.12.2 below.

2.10 **Data Delivery.** The Parties acknowledge that for Contractor to properly deliver the Health Services, Contractor must have, and County will provide continuous access to data about Participants from third party payors, including the County's health plan administrators. The County will use reasonable commercial efforts to ensure Contractor has continuous access to data Contractor needs from the County's health plan administrators and that Contractor is a participating provider in every County health plan covering the Country health plan Participants.

2.11 **Refusal to Provide Services.** County acknowledges and agrees that Contractor or Pharmacy Operator, as applicable, may withhold Services to any Participant for good cause, including but not necessarily limited to, inability to pay for services, requests by a Participant for quantities of drugs in excess of prescribed quantities or refill limitations or where, in the professional judgment of the pharmacist, Services should not be provided. Contractor or Pharmacy Operator may, in its sole discretion, discontinue the provision of pharmacy Services to any Participant who is disruptive or poses a threat to the Contractor Personnel or other Participants.

## 2.12 ON-SITE PHARMACY

2.12.1 **Data Delivery.** The Parties acknowledge that for Contractor and/or its Pharmacy Operator to properly deliver the Pharmacy Services, Contractor and any Pharmacy Operator must have continuous access to, among other things, data about the Participants as necessary for Contractor and/or its Pharmacy Operator to render the Pharmacy Services. County will use reasonable commercial efforts to ensure that Contractor is a participating provider in every County health plan covering the Country health plan Participants and has continuous access to the data Contractor needs. With respect to the Pharmacy, County will use reasonable commercial efforts to ensure the County's prescription drug benefit manager ("PBM"), will provide Contractor and/or its Pharmacy Operator Participant enrollment and benefit coverage information including, but not necessarily limited to, Participant co-payments, deductible limits, covered drugs, days' supply, and participating physicians (including any updates, deletions, or additions to the foregoing within 10 days of such updates, deletions or additions). The Parties agree this information needs to be transmitted to Pharmacy Operator at the time of dispensing through the on-line electronic transmission link maintained between County's PBM and Pharmacy Operator (the "**On-Line System**"). Pharmacy Operator will use this information to determine a Participant's eligibility and prescription benefit coverage at the time of dispensing. County's PBM is solely responsible for the accuracy, completeness, reliability, and timeliness of all information provided to Contractor and/or its Pharmacy Operator, and any omissions or errors in the information are the sole responsibility of County's PBM. When applicable, County or County's PBM will provide Pharmacy Operator with hard edit messages to block the dispensing of generic medications that cost Participants higher co-payments than the brand name medications. County or County's PBM or designee shall provide to Contractor, on a quarterly basis and in a format designated by Contractor, aggregated, de-identified pharmacy claims data with respect to County's eligible population, subject to applicable law, to enable Contractor to report on cost savings and undertake other analyses in connection with the Pharmacy.

2.12.2 **Eligibility and Reimbursement.** County will use reasonable commercial efforts to ensure that Pharmacy Operator is (with respect to the Pharmacy) a participating provider in every County health plan and PBM retail network, as applicable, covering the Participants. All prescription products covered by County's prescription plans shall be adjudicated at the co-payments determined by County and communicated to Pharmacy Operator at the time of dispensing via the On-Line System. Pharmacy Operator may charge Participants who are not enrolled in the County's prescription plans or other PBM retail networks but enrolled in other prescription plans at the rates set forth in Pharmacy Operator's contracts with such plans or other PBM retail networks, if applicable. If a Participant receives a prescription product and is not enrolled in a County prescription

plan or other PBM retail network for which Pharmacy Operator is a participating provider, then Pharmacy Operator shall be permitted to charge that Participant Pharmacy Operator's usual and customary fee for such prescription product and require the Participant to pay the fee at the point of sale. Contractor will credit County for any co-payments, cash payments, or amounts received from a PBM (less the drug costs set forth in Exhibit A, provided, however, Contractor will retain any amounts associated with the sale of any prescription products sold to a Participant covered Federal health care program, as that term is defined at 42 U.S.C. §1320a-7b(f). For the avoidance of doubt, Contractor will not charge County for pharmaceuticals dispensed to a Participant covered by a Federal health care program.

2.12.3 **Cooperation.** The County will use reasonable commercial efforts to ensure that its PBM cooperates with Contractor and its Pharmacy Operator to enable Pharmacy Operator to provide the Services contemplated in this Contract, and County agrees that neither Contractor nor its Pharmacy Operator shall be responsible for failing to provide the Services as a result of the failure of the PBM(s) to so cooperate with Contractor and its Pharmacy Operator (as applicable). Contractor will use reasonable commercial efforts to ensure that Pharmacy Operator complies with any credentialing requirements or other such requirements of County's PBM.

2.12.4 **Formulary.** Unless otherwise agreed to in writing signed by the Parties, the County's PBM's formulary will be used for guiding the prescribing, dispensing and acquisition of pharmaceutical products for Participants. The County will require its PBM to notify Contractor of any modification to such formulary within a commercially reasonable time after such modification.

2.12.5 **Pharmaceutical Rebates.** Contractor will not be responsible for applying for or collecting any pharmaceutical manufacturer rebates for the benefit of the County under this Contract.

2.12.6 **Pharmaceutical Contracts.** The County may not request or demand Contractor or its Pharmacy Operator take any action, including adjust any drug formulary or agree to any pharmacy benefit management contract term, that would violate or breach any contracts Contractor or Pharmacy Operator may have with pharmaceutical manufacturers and suppliers. Pharmacy Operator will own all pharmaceuticals to be dispensed at the Pharmacy.

2.13 **Confidentiality of Protected Health Information:**

The Parties hereto will comply with all applicable requirements and obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") which governs any uses and disclosures of medical, prescription, and other individually identifiable health information specifically relating to an individual ("Protected Health Information" or "PHI") that may occur as a result of this Contract. The Parties warrant that they will maintain and protect the confidentiality of all PHI in accordance with the applicable requirements and obligations under HIPAA and all applicable federal and state laws and regulations. However, nothing herein will limit a Party's use of any aggregated patient information that does not contain or constitute PHI.

2.14 **FACILITIES:**

The County will make available, without charge to Contractor, suitable premises (the "Premises") for the location of the Health Center and the delivery of the Services. County will ensure, without charge to Contractor or its Pharmacy Operator that the Premises are acceptable for their intended use, meet all applicable zoning ordinances, occupancy rules and similar rules, orders and laws, and are secure and meet, as applicable, Contractor's or Pharmacy Operator's specifications, which specifications may include Health Center size, location and lay-out. Contractor acknowledges that the current Health Center facilities provided by County for the Health Center are acceptable pursuant to this Section. County grants Contractor and Pharmacy Operator an exclusive license to occupy the Health Center for the purpose of operating the Health Center pursuant to the terms and conditions stated herein. The Premises shall be in good condition and repair, properly zoned

for Contractor's intended use of the Premises as contemplated by this Contract, free of any hazardous substances, and available for occupancy. County represents and warrants that Contractor Personnel, to include any personnel of the Pharmacy Operator, has a non-exclusive license to access the Premises, and restrooms, hallways, doorways, access ways, parking areas, receiving and/or delivery areas and any other common areas in or near the Premises. County hereby represents that (i) County holds fee simple title to the Premises; (ii) has the full right, power and authority, without the consent or approval of any other party, to grant Contractor, together with its Pharmacy Operator, the right to use the Premises for the purposes herein stated; and (iii) there are currently no restrictions or other encumbrances affecting the Premises that would limit, prohibit or otherwise restrict Contractor's or its Pharmacy Operator's intended use of the Premises. In no event is it the intention of the parties for this Contract to be construed as a lease.

**2.14.1 Health Center Maintenance:**

The County will, without charge to Contractor or Pharmacy Operator, maintain the Health Center and Premises in good repair and working order, including the interior, exterior, structure and roof. County will, without charge to Contractor or Pharmacy Operator, provide all other items and services of a non-medical nature reasonably necessary to operate the Health Center including office furniture, environmental (including medical waste removal) and janitorial services of common areas and exam rooms, computer networking connections, and utilities such as electricity, water, heating, plumbing, and air conditioning, all in accordance with Contractor's and Pharmacy Operator's specifications. The County is not responsible for maintenance of Contractor's computer hardware and software. Janitorial services will include daily cleaning services of common areas and exam rooms reasonably acceptable to Contractor under standards applicable to similar medical and pharmacy facilities. In addition, County will, without charge to Contractor, maintain all buildings and surrounding areas in a tenantable and safe condition and free of debris.

**2.15 Health Center Operations:**

The Parties agree that the Health Center will be open for operation in accordance with the hours of operation between 7:30 AM Arizona time to 4:00 PM.; Monday through Friday provided, however, that the Health Center will be closed on all federal holidays as well as County legal holidays, which County will notify Contractor of in writing annually. The Health Center will be closed between 1:00 PM and 1:30 PM for lunch.

**2.16 Performance by Contractor Personnel:**

Nothing contained in this Contract is deemed to create a relationship of master/servant, employer/employee, partnership or joint venture between the County and Contractor, between the County and Pharmacy Operator, or between the County and any Contractor Personnel.

2.16.1 Contractor and its Pharmacy Operator, as applicable, are solely responsible for hiring and training its employees and, to the extent necessary, training subcontractors and, therefore, all such persons are or will be the employees or subcontractors of Contractor. None of the Contractor Personnel will be directly or indirectly employed by the County and they will not be deemed to be employees or agents of the County for any purpose whatsoever.

2.16.2 The County does not have the right of control over the specific manner of performance of Contractor Personnel's duties hereunder. The right of control over the specific manner of performance of such duties is vested entirely in Contractor or its Pharmacy Operator, as applicable, except where the scope of professional practice is concerned, in which case control is vested in the appropriate Contractor Personnel.

**2.17 CONTRACTOR EMPLOYEE MANAGEMENT:**

Contractor shall endeavor to maintain the sufficient number of personnel necessary to administer the Services throughout the term of the Contract. In the event that Contractor's personnel's employment status changes, Contractor will, at County's request, review with the County proposed candidates with equivalent experience with the Services. The County reserves the right

to conduct a background check on any Contractor personnel who provide services on County premises.

2.17.1 County reserves the right to immediately remove from its premises any Contractor personnel it reasonably determines is (i) a risk to the health and safety of County employees or (ii) violates a County policy.

2.17.2 County reserves the right to request the replacement of Contractor personnel at any time, for any reason. Contractor will consider all such requests with all due care and diligence; however, the Contractor will have authority regarding employment related determinations.

3.0 INTEGRATION: Health and Wellness Partner integration: Collaborate with the County to integrate its Wellness Program strategy with the Health Center's Services offered.

3.1 Educate vendor partners regarding onsite Health Center Services to ensure Maricopa County vendor support teams can refer employees to onsite Health Center when appropriate. Educate onsite Health Center staff on all County employee benefits, programs, and services. Onsite Health Center staff may also be educated on employee benefits, programs and services associated with other organizations and entities with which the County has an agreement to access the County's onsite Health Center.

4.0 USAGE REPORT:

4.1 Reports will provide information broken out by plan, to include health plans sponsored by other entities that have an agreement with the County. Contractor will provide the following standard reports:

4.1.1 Financial (Health Center and Pharmacy)

4.1.1.1 Budget to Actual Report

4.1.2 Monthly Pharmacy Report

4.1.2.1 Pharmacy Utilization

4.1.2.2 Unique Patients

4.1.2.3 Generic Dispensing Rate

4.1.2.4 Top 25 Drugs

4.1.3 Quarterly Pharmacy Report

4.1.3.1 Pharmacy Utilization

4.1.3.2 Top 25 Drugs by Cost and Volume

4.1.3.3 Unique Patients

4.1.3.4 Generic Dispensing Rate

4.1.3.5 Standardized Scripts

4.1.3.6 Top 25 Drugs

4.1.3.7 Return on Investment Analysis

4.1.4 Monthly Health Center Report

4.1.4.1 Utilization Trending by Encounter Type, Month, Day, Hour, and New Patients

4.1.4.2 Patient Trending (i.e., new patients, unique patients, by age, gender)

4.1.4.3 Top Diagnoses

4.1.4.4 Top Visit Reasons

4.1.4.5 Top Referrals

4.1.5 Quarterly Health Center Report

4.1.5.1 Contractor Updates

4.1.5.2 Quarterly Highlights

4.1.5.3 Roadmap Review

4.1.5.4 Health Center Performance Metrics

- 4.1.5.5 Return on Investment Analysis
- 4.1.5.6 Performance Guarantees
- 4.1.5.7 Marketing Initiatives
- 4.1.5.8 Challenges & Opportunities
- 4.1.5.9 Short & Long-term Goals
- 4.1.6 Revenue Cycle Management (RCM) Report
  - 4.1.6.1 Aging and collections report by health plan
- 4.2 County shall provide to Contractor, on a quarterly basis and in a format designated by Contractor, aggregated, de-identified medical claims data for all County's eligible population, subject to applicable law, to enable Contractor to report on cost savings and undertake other analyses in connection with the Clinic.
- 4.3 The Contractor shall furnish the County a usage report upon request delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit. The contractor shall provide regular monthly reports of service volume, expenses, collections and cost -avoidance for the pharmacy and clinic. Reports shall be in a format approved by the County, and shall be delivered on a timely basis according to an agreed-upon schedule.

**EXHIBIT B-1**  
**PHARMACY SERVICES**

1.0 Eligibility

Pharmacy Services are available at 301 W. Jefferson Street, Phoenix, AZ 85003, to Maricopa County employees and their dependents, and to other organizations and entities as may be determined by Maricopa County pursuant to an agreement with the County.

2.0 Onsite Pharmacy Services

Provide excellent patient care and ensure that all Contractor and/or Pharmacy Operator staff is adequately trained to:

- 2.0.1 Treat patients with integrity and respect.
- 2.0.2 Prevent medication errors.
- 2.0.3 Provide patient education.
- 2.0.4 Review medication profiles for medication interactions, adverse drug effects and/or allergies.
- 2.0.5 Monitor patient profiles for medication adherence.
- 2.0.6 Work with patients to assist in disease management, case management, prescription adherence, and quality improvement programs.
- 2.0.7 Utilize pharmaceutical tools and programs such as Drug Utilization Review.
- 2.0.8 Promote generic substitution and therapeutic interchange of pharmaceuticals to help control pharmaceutical costs while ensuring the appropriate level of care to patients.
- 2.0.9 Fill prescriptions for patients.
- 2.0.10 Be responsive to questions from patients, pharmacy staff and outside medical professionals.
- 2.0.11 Manage day-to-day operational issues with the pharmacy services and address any concerns of Maricopa County regarding the delivery of the pharmacy services.
- 2.0.12 Balance cash register at the end of each day.
- 2.0.13 Call a physician's office to renew prescriptions as necessary.
- 2.0.14 Provide computerized inventory control system and use prescription and/or wholesaler reports to set order points.
- 2.0.15 Send and receive medication orders via the computer system (e-prescribing).
- 2.0.16 Perform periodic inventory audit as required under state law.
- 2.0.17 Manage inventory turnover, hazardous waste, and drug recalls.
- 2.0.18 Ensure proper handling and storage of all pharmaceutical as required by state and federal regulations and manufacturer recommendations.
- 2.0.19 Cooperate and comply with all OSHA guidelines for the proper handling and disposal of any hazardous pharmaceuticals or chemicals.

2.1 Other Services

- 2.1.1 Provide Immunization services as permitted by pharmacy laws including:
  - 2.1.1.1 Annual influenza vaccinations to employees and dependents 18 years old and older, without prescriptions.
- 2.1.2 Coordination of Care
  - 2.1.2.1 Focus on the whole patient (patient-centered care) with an emphasis on comprehensive medication management and personalized patient assistance.

2.2 Pharmacy Staff Members

- 2.2.1 Maintain professional staff with continuous support and training from leading experts in the field.
- 2.2.2 Actively recruit, train and professionally develop resources that will be available to fill in for regular staff when needed.
- 2.2.3 Provide proactive strategic proposals for continuous improvement of Pharmacy Services.
- 2.2.4 Monitor Pharmacy Services provided to assess staff compliance with best practice standards.
- 2.2.5 Manage the inventory and ordering in a cost effective manner while ensuring the appropriate level of health care.

2.3 Inventory

- 2.3.1 Contractor will own all inventory until it is sold.

**EXHIBIT B-2**  
**PRIMARY CARE/ONSITE CLINIC SERVICES**

1.0 Eligibility

Health care services, such as primary care and the treatment of acute episodic illnesses, are available at 301 W. Jefferson Street, Phoenix, AZ 85003, to Maricopa County employees and their dependents, and to other organizations and entities as may be determined by Maricopa County pursuant to an agreement with the County.

2.0 Onsite Health Care Services

2.1 Primary Care/Acute Episodic Services will include the following:

- 2.1.1 Evaluation and treatment of respiratory illnesses, including but not limited to bronchitis, common colds, coughs, ear infections, flu, laryngitis, sinus infections, sore throat, strep throat, and upper respiratory infections.
- 2.1.2 Evaluation and treatment of (but not limited to) allergies, bladder infections, diarrhea, nausea and vomiting, early Lyme Disease, fever (<72 hours), head lice, mononucleosis, pink eye, styes, scalp rash, swimmer's ear, and swimmer's itch.
- 2.1.3 Evaluation and treatment of skin conditions including but not limited to acne, athlete's foot, cold sores, dry skin, itchy skin, poison ivy/poison oak, rashes, ringworm, scabies, Shingles, skin infections, sunburn, tick/insect bites, and warts.
- 2.1.4 Diagnostic testing including but not limited to that for PPD (purified protein derivative)/Tuberculosis and pregnancy.
- 2.1.5 Preventive care, including well exams.
- 2.1.6 Treatment of minor injuries including but not limited to abrasions, minor burns, splinters, sprain/strains, etc.
- 2.1.7 Immunizations.
- 2.1.8 Information on general self-care, health education, health counseling and support.

2.2 Emergency Services

- 2.2.1 Contractor's staff will attempt to stabilize a patient that has a life-threatening injury or illness and either treat or arrange for emergency transport to the nearest hospital.

2.3 Laboratory Services

- 2.3.1 The onsite clinic will operate as a Clinical Laboratory Improvement Amendments (CLIA)-waived laboratory. CLIA-waived testing includes, but is not limited to urine dip, hematocrit, pregnancy, rapid strep, glucose monitoring, and Prothrombin Time Blood test for clotting time (PT/INR).
- 2.3.2 Laboratory services will be provided following a licensed health care provider's order. Collection and testing of samples can be performed regardless if the ordering provider is providing healthcare services through the clinic or is a provider in the surrounding community. Laboratory testing results for community provider orders are sent directly to the community provider.
- 2.3.3 Wellness services to be provided may include biometric screening services (upon mutual agreement between the County and Contractor), health screening result consultations, guidance regarding wellness resource options, cholesterol screenings and counseling, blood pressure screenings and counseling, and diabetes screening and counseling.

- 2.4 Clinic personnel will manage Primary Care Physician and Specialist referrals and referrals to other available County resources, such Employee Assistance Program, upon request, as agreed upon between the County and Contractor.

3.0 Other program and service responsibilities

3.1 Marketing Plan:

In collaboration with Maricopa County, Contractor will develop a comprehensive marketing plan that utilizes a wide variety of marketing tactics to drive patient utilization of onsite Health Center Services. Contractor will develop and provide content of marketing material to Maricopa County for review. The marketing material and any associated costs must be approved by the County prior to implementation. Tactics may include, but are not limited to:

- 3.1.1 Online/website content
- 3.1.2 Email
- 3.1.3 Video feed content
- 3.1.4 New hire orientation
- 3.1.5 Special monthly/quarterly programs and/or service promotions
- 3.1.6 Direct mailers
- 3.1.7 Poster/flyers
- 3.1.8 Integration of onsite health center visits into wellness incentive strategy
- 3.1.9 Coordination of medical plan and wellness vendors to cross-promote onsite Health Center services
- 3.1.10 Wellness newsletter and communications
- 3.1.11 Special events (i.e., open house, health fair, benefits fair)
- 3.1.12 Outreach screening booths at downtown buildings
- 3.1.13 Banner stands

3.2 Co-Pays and Third Party Billing

- 3.2.1 Contractor responsible for the management of claims processing with client designated third party administrators and payers, management of all payments received from payers and patients, and ensuring the data quality for encounters created in the Practice Management system.
- 3.2.2 Contractor will provide the following services:
- 3.2.3 Coordinate claims submission with designated third-party administrators or payer(s).
- 3.2.4 Develop billing workflow, including billing and collection methodology based on the client's benefit plan structure.
- 3.2.5 Administer client-specific network or payer enrolment based upon the client and payer requirements
- 3.2.6 Complete clearinghouse set-up with applicable payer(s) for sending claims and receiving responses electronically between the payer(s) and Contractor
- 3.2.7 Set up patient statements, if applicable and toll free number for patient statement payments/inquiries
- 3.2.8 Perform yearly updates and changes based upon any client changes to plan structure and payer(s)
- 3.2.9 Establish bank and merchant processing services required for revenue cycle management including the collection of patient or payer recoveries.
- 3.2.10 Manage recoveries including those from patients and third parties.
- 3.2.11 As applicable, administer collection policy:
  - 3.2.11.1 Patients receive three statements; one generated on the day patient responsibility is established, followed by a second statement 30 days after initial patient responsibility date, followed by the third statement 60 days from the initial.
  - 3.2.11.2 Thirty days after the third statement is issued which is 90 days from the initial statement, Contractor will send a letter requesting the patient to make payment or contact Premise Health to discuss alternatives.
  - 3.2.11.3 Thirty days after the letter is issued and 120 days following the initial statement, the patient's account is considered delinquent.

- 3.2.11.3.1 Patient accounts are turned over according to the communication required by the collection agency. These actions are processed through an automated interface between Contractor and the agency.
      - 3.2.11.3.2 Patient accounts are adjusted off to bad debt write off and removed
    - 3.2.12 Complete revenue management in accordance with Contractor RCM policies, a copy of which will be made available to client upon request.
    - 3.2.13 Perform quality coding reviews and work with health center staff to resolve coding issues.
    - 3.2.14 Apply claims edits and scrubbing rules to meet payer requirements, client requirements and to ensure the integrity of the CPT and ICD10 data for each encounter.
    - 3.2.15 update the fee schedule in accordance with direction from the applicable third party payor, develop integration with additional third party administrators or payors or conduct billing or revenue cycle management activities not included in this SOW, additional fees may be applicable.
    - 3.2.16 Complete revenue management in accordance with Contractor RCM policies, a copy of which will be made available to County upon request.
    - 3.2.17 All monies collected will be credited to Maricopa County.
  - 3.3 Health and Wellness Partner integration: Collaborate with Maricopa County to integrate their Wellness Program strategy with the Health Center's Services offered.
    - 3.3.1 Educate vendor partners regarding onsite Health Center Services to ensure Maricopa County vendor support teams can refer employees to onsite Health Center when appropriate. Educate onsite Health Center staff on all County employee benefits, programs, and services. Onsite Health Center staff may also be educated on employee benefits, programs and services associated with other organizations and entities with which the County has an agreement to access the County's onsite Health Center.
- 4.0 Coordination of Care
  - 4.1 Focus on the whole patient with an emphasis related to ongoing health management and guidance throughout the health care system.
  - 4.2 Provide referral management with physicians, specialists, hospitals, other outside medical services locally and regionally, and other Maricopa County programs as appropriate, while working closely with third party administrator insurance plans.
  - 4.3 Coordinate services and information with patients' community providers if patient consents or in accordance with applicable law.
  - 4.4 Perform clinical "advocate" role to assist patients in navigating complex care.
  - 4.5 Develop integrated relationships with other Maricopa County vendor service resources to address care gaps, such as telephonic or online disease management and lifestyle behavior coaching, tobacco cessation, biometric programs, health-related educational materials, Employee Assistance Programs (EAP), behavioral health, social services, and network providers.
- 5.0 Clinic Staff Members
  - 5.1 Maintain professional staff with continuous support and training from leading experts in the field.
  - 5.2 Actively recruit, train and professionally develop resources that will be available to fill in for regular staff when needed.
  - 5.3 Provide proactive strategic proposals for continuous improvement of services.
  - 5.4 Monitor services provided to assess staff compliance with best practice standards.
  - 5.5 Manage the inventory and ordering in a cost effective manner while ensuring the appropriate level of health care.

**EXHIBIT C**  
**SERVICE LEVEL AGREEMENT**

**PREMISE HEALTH**

**Maricopa County Performance Guarantee Criteria - Health Center**

**Measurement Period: July - June [11]**

**% of Management Fee at Risk = 100%**

Type (P,S) [1]	Indicator Category	Indicator [2]	Measurement [3]	Measurement Frequency [4]	Eligible Population [5]	Methodology [6]	Weight [7]	Target Year	Requirement [8]	Threshold [9]	
										80%	100%
P	Clinical	Hypertension Screening	Hypertension Screening and Appropriate PCP or Program Referral	Annual	All patients who have had at least 1 provider visit and a BP > 140/90 (excludes patients that have identified Premise Health as their PCP)	Premise Health Data Warehouse	20.0%	2016	X% of eligible population will receive a referral to their PCP or Appropriate Program	75.0%	80.0%
P	Clinical	Diabetes Screening	Diabetes Screening and Appropriate PCP or Program Referral	Annual	All patients who have had at least 1 provider visit and an A1C > 5.7 (excludes patients that have identified Premise Health as their PCP)	Premise Health Data Warehouse	20.0%	2016	X% of eligible population will receive a referral to their PCP or Appropriate Program	75.0%	80.0%
S	Operational	Patient Satisfaction	Overall Satisfaction with Health Center	Annual	All patients that use the health center during the measurement period	Standard Premise Health	20.0%	2016	Avg of Question F1 & Question F4	3.8	4.1
P	Operational	Utilization [10]	Increase Health Center Utilization	Annual	All visits to the health center during the measurement period	Premise Health Data Warehouse	30.0%	2016	X% increase in utilization compared to the prior year	1.0%	3.0%
S	Administrative	Reporting	Timely Monthly & Quarterly Reporting (45 calendar days of the close of the quarter and 25 calendar days of the close of the month)	Annual	All Premise Health scheduled client reporting	Tracked On-Site	10.0%	2016	X% of client reporting delivered based on established time frames	90.0%	95.0%

**Footnotes**

[1] Type refers to how the data is collected with regards to determining results. P (Primary) refers to indicators whose data Premise Health can collect through utilizing our EHR

and S (Secondary) refers to indicators that require the data from any other source, such as client provided data, surveys, chart audits, or manual tracking logs.

[2] Indicator refers to the data point to be measured and serves as the name of each of the Performance Guarantees.

[3] Measurement describes the goal for the Indicator upon successful completion.

[4] Measurement Frequency represents the recurrence that performance guarantees are measured against their Threshold(s) to determine achievement and any associated financial implications.

[5] The specific portion of the population that will be included in the Measurement.

[6] The process and/or system utilized to retrieve the data to be applied in the Measurement (i.e. the data source)

[7] Weight percentages distribute the Management Fee at Risk among the Indicators (the total of the weight column will always equal 100%).

[8] Requirement provides the specific formula that will be utilized to determine the success of the Indicator.

[9] Threshold is the target of the Requirement that must be achieved in order to retain 80% or 100% of the fees at risk for the Indicator.

[10] Performance Guarantee is contingent on the following requirements, which if they are not met the metric will be void and the weight will be distributed to the remaining performance guarantees:

1. Eligible population in the downtown Phoenix location must remain at approximately 5,000 eligible employees.
2. The staffing model remains consistent with the current staffing model of 1 NP.
3. Maricopa County must collaborate with Premise Health to develop and implement marketing and outreach

initiatives.

[11] Performance guarantees will be reviewed annually to ensure metrics and their Thresholds are appropriate based on the health center's performance. Any adjustments will be based on mutually agreed upon changes

and finalized 30 days prior to the measurement period for the subsequent year. If performance guarantees are not finalized 30 days prior to the measurement period, then the 12 month measurement period

will not begin until 30 days after the performance guarantees are finalized.

## PREMISE HEALTH

### Maricopa County Performance Guarantee Criteria - Pharmacy

**Measurement Period: July - June [10]**  
**Management Fee at Risk = 100%**

Indicator			Measurement	Eligible			Target		Threshold [9]	
Category	Indicator [2]	Measurement [3]	Frequency [4]	Population [5]	Methodology [6]	Weight [7]	Year	Requirement [8]	80%	100%
Clinical	Generic Efficiency Rate	Prescriptions filled with a generic drug as a percent of all prescriptions that could have been filled with a generic drug	Annual	All prescriptions filled at the pharmacy	Premise Health Data Warehouse	50.0%	2016	Generic efficiency rate meets or exceeds 96%	94.0%	96.0%
Administrative	Reporting	Timely Monthly & Quarterly Reporting (45 calendar days of the close of the quarter and 25 calendar days of the close of the month)	Annual	All Premise Health scheduled client reporting	Tracked On-Site	50.0%	2016	X% of client reporting delivered based on established time frames	90.0%	95.0%

**PREMISE HEALTH, 5500 MARYLAND WAY, SUITE 400, BRENTWOOD, TN 37027**

PRICING SHEET: NIGP CODE 94855

Terms:	NET 30
Vendor Number:	2011002323 0
Certificates of Insurance	Required
Contract Period:	To cover the period ending <b>June 30, 2021.</b>