



COUNTY *of* VENTURA

**COUNTY OF VENTURA
GENERAL SERVICES AGENCY
PROCUREMENT SERVICES
800 S. VICTORIA AVE., L#1080
VENTURA, CA 93009**

**REQUEST FOR PROPOSAL
6249**

for

Ventura County Medical Center Department of Pharmacy
Specialty Pharmacy Services

**Issued: August 27, 2026
Due: September 25, 2026**

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GENERAL INFORMATION AND SCOPE OF WORK

This Request for Proposal (RFP) has been posted on the County of Ventura Vendor Information Portal (VCVIP) aka Bonfire website ([Ventura.bonfirehub.com](https://ventura.bonfirehub.com)) for your convenience. Addenda and attachments, if issued, are also posted. It is the Offeror's responsibility to ensure that the entire RFP package, in its latest version, is reviewed prior to submittal of a proposal.

1.1 **Introduction/Purpose**

The County of Ventura (hereinafter referred to as County) invites your organization to submit a written proposal to provide Specialty Pharmacy services at Ventura County Medical Center. Proposals shall be due no later than 5:00 p.m. on September 25, 2026, for the furnishings of specialty pharmacy services in accordance with the attached Terms and Conditions, Instructions to Offerors which by this reference are made a part hereof.

Offerors shall be skilled and regularly engaged in the general class or type of work called for in the solicitation documents.

The County intends to award one vendor for the services requested in this RFP.

1.2 **Background**

Ventura County Health Care Agency (VCHCA) consists of two (2) hospitals (Ventura County Medical Center and Santa Paula Hospital), 17 Federally Qualified Health Center (FQHC) clinics, and six (6) Disproportionate Share Hospital (DSH) Clinics. There are many specialty clinic services offered including adult and pediatric hematology/oncology, immunology, rheumatology, infectious disease, HIV, hepatology, cystic fibrosis, neurology, and more. Estimated more than 360,000 electronic prescriptions are generated from the hospital and clinic system annually. Our health care agency's mission is to provide comprehensive, cost-effective, compassionate health care for our diverse community, especially those facing barriers, through an exceptional workforce, education, and forward-thinking leadership. Current pharmacy operations include inpatient pharmacies at each of the hospitals and an infusion center pharmacy for the adult and pediatric hematology/oncology clinic.

Ventura County Health Care Agency (VCHCA) is seeking proposals from qualified vendors to partner in the development and implementation of an in-house Specialty Pharmacy program. VCHCA is committed to establishing a high-performing specialty pharmacy service that enhances patient access to specialty

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medications and strengthens coordination of care between pharmacists, providers, and patients.

The primary goal of this initiative is to improve medication access, optimize clinical follow-up, and support comprehensive medication management for patients requiring specialty therapies. Through this partnership, VCHCA aims to improve clinical outcomes, enhance patient experience, and advance the overall health of the community it serves.

1.3 Pre-proposal Conference and Site Visit

A MANDATORY pre-proposal conference will be held at 10 a.m. PDT on September 9, 2026, at the Ventura County Medical Center, Hillmont, Ventura, CA.

Vendors must attend this pre-proposal conference and site visit in order to submit a proposal. Proposals submissions will be rejected if the vendor does not send at least one representative from their firm to attend the entire conference and site visit.

The purpose of this meeting is to clarify requirements and answer vendor questions. In order to provide comprehensive answers and minimize response time, Offerors are asked to submit questions in writing prior to this conference. Pre-proposal questions should be submitted to the Buyer under the "Messages" tab of the solicitation online at: <https://ventura.bonfirehub.com/portal/?tab=login>.

1.4

Action Dates

The following is an outline of the anticipated schedule for the proposal review and contract award.

Issue Request for Proposal (RFP)	August 27, 2026
Mandatory Pre-Proposal Conference	September 9, 2026
Last day for questions	September 18, 2026
Proposals Due	September 25, 2026
Evaluation-award	October-November 2026
Start Work	TBD

The Contractor shall not commence work until a meeting between representatives of the contractor and the County of Ventura is held. The meeting will be held at a County of Ventura site, at a time and date to be established. The schedule set forth

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above is subject to change.

1.5 Questions Regarding RFP

All questions concerning this Proposal may be directed to Ryan Stover, Senior Procurement Specialist, under the “Messages” tab of the solicitation online at: <https://ventura.bonfirehub.com/portal/?tab=login> .

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2.1 Submittal Deadline

Completed proposals must be submitted online through VCVIP at ventura.bonfirehub.com per instructions.

Offerors are allowed to submit more than one proposal with different methods of meeting the RFP requirements. When Offeror submits more than one proposal, one proposal shall be marked "Base Proposal" and the others shall be marked "Alternate Proposal 1, Alternate Proposal 2, etc." Each base proposal and each alternate proposal shall be submitted in accordance with the terms and conditions of the RFP.

Offerors are responsible for making certain their proposals are received by GSA-Procurement on or before the Proposal Submittal Deadline listed on the RFP Details tab in the VCVIP portal. The receiving time in VCVIP will be the governing time for acceptability of proposals. No hard copy, oral, telegraphic, electronic mail, facsimile, or telephone proposals or modifications will be considered.

2.2 Proposal Response

Offerors must submit their proposals and all required information and forms by the submittal deadline. Proposals failing to provide complete information may be deemed non-responsive. Offerors should keep copies of their submittals for future reference.

Offerors who do not wish to respond but who wish to be kept on the mailing list must return their proposal forms or a written response indicating "No Proposal". Include name and address of Offeror.

Offerors who fail to respond to proposal solicitations may be removed from the supplier mailing list.

2.3 Modification of Proposals

Any Offeror who wishes to make modifications to a proposal already received by County must withdraw their proposal in order to make the modifications. All modifications must be made on-line, properly by Offeror's authorized representative, executed, and submitted in accordance with the terms and conditions of this solicitation. It is the responsibility of Offeror to ensure that modified proposals are resubmitted before the Submittal Deadline.

Offerors may withdraw their proposals, at any time prior to the due date and time,

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by submitting notification of withdrawal signed by Offeror's authorized agent.

Proposals cannot be changed or modified after the date and time designated for receipt.

2.4 Opening of Proposals

Proposals will not be opened publicly but a list of the names of Offerors submitting proposals will be available within a reasonable time after the Submittal Deadline. Proposals will be made public and may be inspected at the time of award.

2.5 Examination of the Request for Proposal

Offerors should carefully examine the entire RFP, any addenda thereto, and all related materials and data referenced herein or otherwise available to offeror.

Offeror shall be presumed to be familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve offerors from any obligation with respect to this proposal.

2.6 Proposal Validity

Proposals submitted hereunder shall be firm for 120 calendar days from the due date unless otherwise qualified.

2.7 Proposal Content/Format

To be considered responsive, proposals should address all items identified in this section.

Please note: Some items require that the Offeror provide a detailed response and/or attachments. Failure to provide a complete response may be grounds for rejection of a proposal.

Furthermore, proposals should be prepared in such a way as to provide a straightforward and concise discussion of the Offeror's ability to provide the services that can best satisfy the requirements herein and meet the needs of the County. Elaborate or unnecessarily lengthy responses and attachments are discouraged.

Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements and on completeness and clarity of

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content.

In order to facilitate evaluation and comparison, proposals should be submitted in the format described in this section. Format instructions must be adhered to; all requirements and requests for information must be addressed; all requested data must be supplied. Failure to comply with this requirement may be cause for rejection.

Assemble and present your proposal response in the order that the items are listed, identifying each response by the corresponding number.

a. **Cover Letter/Signature on Proposal**

A cover letter, which shall be considered an integral part of the proposal, shall be signed by individual(s) who is/are authorized to bind offeror(s) contractually. The signature(s) must indicate the classification or position that the individual(s) holds.

The cover letter shall designate a person or persons who may be contacted during the period of evaluation with questions or contract issues. Include name(s), title(s), address(es), telephone number(s), fax number(s) and email address(es).

Upload the Cover Letter through the Requested Information.

b. **Company Profile and Qualifications**

Offeror must provide company profile in Section 2 –Offerors Information Questionnaire, Question Set 1.

Information provided shall include:

1. Correct legal name as registered with the California Secretary of State.
2. Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation.
3. Location of the company offices.
4. Location of the office servicing any California account(s). What are the hours of operation of the customer service unit involved in supporting the proposed services?
5. Number of employees both locally and nationally.
6. Location(s) from which employees will be assigned.
7. Name, address, and telephone number of the Offeror's point of contact

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for a contract resulting from this RFP.

8. Company background/history establishing that Offeror is qualified to provide the services described in this RFP.
9. Length of time Offeror has been providing services described in this RFP. Please provide a brief description of such services.

Offeror must include in their proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Offeror or in which the Offeror has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. County reserves the right to reject any proposal based upon Offeror's prior history with County or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.

c. **Personnel Qualifications**

Identify key personnel and their position within the organization in **Section 2 – Offerors Information Questionnaire, Question Set 2**.

Provide a resume detailing the experience, level of expertise and qualifications of the representative/manager and those individuals who will directly support and be involved in meeting the day-to-day requirements of the County.

If you plan to sub-contract work, you must indicate the name and address of each subcontractor and the type of work or tasks they will perform. Identify the personnel to be assigned, their position, qualifications, and representative experience. Provide this information in **Section 2 –Offerors Information Questionnaire, Question Set 4**

d. **Financial Statement**

This competitive solicitation has a standard requirement that all submitted proposals include the Offeror's financial history. To comply with this requirement, all respondents are to furnish County with financial statements at the time of submittal in order to demonstrate the Offeror's financial capabilities. Failure to provide this information at the time of submittal will result in a recommendation by the Chief Procurement Officer to deem the response as non-responsive.

Each respondent shall submit their most recent two (2) years of annual

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financial statements for review that shall include the following: 1) Income Statement, and 2) Balance Sheet. County's preference is that financials be submitted in a comparative format, meaning that the two (2) most recent years are shown side by side. The financial statements are not required to be audited financial statements. If Offeror has been in business for less than the required number of years, then Offeror must disclose for all years of the required period that Offeror has been in business, including any partial year-to-date financial statements. County, during evaluation, may consider the unavailability of the most recent year's financial statements and whether Offeror acted in good faith in disclosing their financial documents.

Upload the Financial Statement through the Requested Information.

e. **References**

Offers must provide a minimum of three (3) references from similar projects in **Section 2 -Offerors Information Questionnaire, Question Set 3**

Offerors should provide a minimum of three (3) references from similar projects performed within the last three years. In addition include all local government (Southern California) references. Information provided shall include:

1. Client name;
2. Project description;
3. Project dates (starting and ending);
4. Dollar value
5. Staff assigned to reference engagement that will be designated for work per this RFP;
6. Client project manager name and telephone number.

f. **Offeror Understanding**

Offerors may include an understanding of the County's needs or any other information, deemed necessary, which may not be required in any other section of the RFP.

g. **Requirements**

Offeror's response shall state on a **point-by-point** basis whether proposal is in compliance with the requirements/specifications of the RFP (Section 3). Address each item in the order given, identify each response by item

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number. Submit a full explanation of, and justification for, any exemptions or deviations.

Upload the response to Plan and Approach and Section 3 through the Requested Information section.

h. **Compliance with County Standard Contract Terms and Conditions**

Successful Contractor will be required to enter into a written contract.

Offerors shall review the County's standard contract in Section 4, which shall form the **basis** for any contract entered into hereunder.

Offerors must state approval of the standard contract OR provide any comments/exceptions to this contract on a line-by-line basis.

For exceptions, address each item in the order given; identify each response by item number. Any comments/exceptions to this contract must be included in your proposal. Precise substitute wording must be offered in place of the paragraph objected to. It is not sufficient to state merely that an exception is noted to a particular paragraph.

Deviations considered excessive by the County may reduce or eliminate an Offeror.

PLEASE NOTE: The sample standard contract attached to this RFP is a template. Please do not attempt to insert missing information and complete the attached sample. Once a vendor is selected, Procurement will work with the selected vendor to draft a vendor-specific contract.

i. **Compensation**

Proposal pricing shall include everything necessary for completion and fulfillment of the contract. All other costs must be detailed. No additional charges (e.g., for transportation, out-of-pocket expenses, etc.) will be allowed unless so specified herein.

Upload a complete budget and provide hourly rates as requested under Requested Information, Attachment A - Compensation. Refer to Section 3.1.2 for further instructions.

j. **Payment Terms**

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Customary terms are Net 30 for work performed. Offerors shall indicate their offered payment terms. Discount for payment in less than 30 days may be considered in the evaluation.

2.8 Costs Incurred in Responding

The County of Ventura will not pay any costs incurred in proposal preparation, presentation, demonstration or negotiation, nor does it commit to procure or contract for any services. All costs of proposal preparation shall be borne by the offeror. It is understood that all proposals, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation will become the property of the County of Ventura when received by the County and may be considered public information under applicable law. The County assumes no liability for any costs incurred by offerors throughout the entire selection process.

2.9 Addenda

The County will issue written addenda to make changes, additions, or deletions to this solicitation. Oral communications regarding this RFP will NOT be valid or binding, nor excuse the successful Offeror of any obligations hereunder, unless set forth in writing by the County. Addenda will be sent to all known Offerors. Offerors must acknowledge and return all Addenda on or before the Proposal Submittal Deadline. It is the responsibility of each Offeror to ensure the County of Ventura has their correct business name and address on file. Any prospective Offeror who obtained a copy of the RFP documents from any other source other than the County is responsible for advising the Procurement division that they have said documents and wish to receive subsequent Addenda.

2.10 Nomenclatures

The terms "Successful Offeror, Successful Contractor, and Contractor" may be used interchangeably in these specifications and shall refer exclusively to the Offeror with whom the (Agency) enters into a contract because of this solicitation.

The terms "Proposal/Solicitation/RFP" refer to all proposal documents and related addenda produced by the County and provided to prospective Offerors.

2.11 Confidential and Proprietary Data

All materials received relative to this RFP will be kept confidential, until such time an award is made or the RFP is canceled, at which time all materials received will be made available to the public. Proposals received will be subject to Government

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Code §6250, the Public Information Act. Under the Act, the County may be obligated to provide a copy of any and all responses to this Request for Proposal, if such requests are made after the contract is awarded.

One exception, to this required disclosure, is information which fits within the definition of a confidential trade secret [Government Code section 6254(k)] or contains other technical, financial or other data whose public disclosure could cause injury to the proposer's competitive position. If any proposer believes that information contained in its response to this Request for Proposal should be protected from disclosure, the proposer MUST specifically mark the pages of the response that contains the information.

The County will not honor any attempt by the Offeror to designate its entire proposal as proprietary.

2.12 Commitments, Warranty and Representations

The proposal submitted in response to this RFP will be included as part of the final contract. Offerors are cautioned that if a contract is awarded as a result of this procurement process, any written commitment by an offeror within the scope of this procurement shall be binding upon the offeror whether or not incorporated into a contract document. Failure of the vendor to fulfill any such commitment shall render the offeror liable for liquidated or other damages due the County under the terms of the Contract. For the purpose of this procurement, a commitment by a offeror includes:

- Any modification of, or affirmation or representation as to the above, which is made by an offeror in or during the course of negotiation.
- Any representation by an offeror in a proposal, supporting document, or negotiations subsequent thereto as to services to be performed, regardless of the fact that the duration of such commitment may exceed the duration of the contract.

2.13 Proposal Validation/Evaluation/Award

a. Validation

Proposals will be checked for the information required to conform with this RFP. Absence of required information may be cause for rejection.

b. Evaluation

The successful offeror shall be chosen in accordance with, but not limited to, the following criteria:

1. Proven Performance

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The offeror's background, experience, and stability of their company will be assessed. The evaluation will focus on the Offeror's record of successful service and support to accounts of comparable size and environment. The ability of the offeror will be evaluated in terms of technical resources, staffing, staff experience and facilities.

Client references will be contacted and their responses will become a part of the award/review process.

2. Compliance with Contract Terms and Conditions

The Proposals will be evaluated on the ability to comply with the County's Contract terms and conditions in Section 4 - Contract Compliance.

3. Plan and Approach

The ability to meet the requirements/specifications outlined herein.

4. Cost

The Proposals will be evaluated on the basis of the offeror's reasonableness of cost.

c. Award

Award will be made to the Offeror offering the most advantageous proposal after considerations of all evaluation criteria set forth herein. The criteria are not listed in any order of preference. An Evaluation Committee will be established by the County. The Committee will evaluate all proposals received in accordance with the evaluation criteria.

The Evaluation Committee may also contact and evaluate the Offeror's and subcontractor's references; contact any Offeror to clarify any response; contact any current users of an Offeror's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process.

The County reserves the right to establish weight factors that will be applied to the criteria depending upon order of importance. Weight factors and summary of evaluation scores will not be released until after award of proposal. The County shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the County after all factors have been evaluated.

While the County intends to enter a contract for these services, it will not be bound to do so. The County reserves the right to reject any or all proposals.

The County shall be the sole judge of the successful offers hereunder. The

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County reserves the right to award a contract to other than the offeror submitting the lowest total price and to negotiate with any or all Offerors. Offerors are advised that it is possible that an award may be made without discussion or any contact concerning the proposals received. Accordingly, proposals should contain the most favorable terms from a price and technical standpoint, which the vendor can submit to the County. **DO NOT ASSUME** that you will be contacted or afforded an opportunity to clarify, discuss, or revise your proposal.

Award will be by means of a written contract with the successful Offeror. A Notification of Intent to Award may be sent to any Offeror selected. Award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Offerors unless an agreement is reached. If contract negotiations cannot be concluded successfully, the County may negotiate with the next highest scoring Offeror or withdraw the RFP.

The County Board of Supervisors must approve all contracts resulting from this Request for Proposal if services exceed \$200,000.

2.14 Presentations

Offerors may be invited to make oral presentations to County personnel.

2.15 Site Visits

The County reserves the right to schedule site visits to offeror's facilities or a current operational site in order to assess the capability and ability of the offeror to fulfill the contract.

2.16 Additional information

If during the evaluation process, the County is unable to determine an Offeror's ability to perform, the County has the option of requesting any additional information which the County deems necessary to determine the offeror's ability. The offeror will be notified and permitted five working days to comply with any such request.

2.17 Errors/Defects in Proposals

If discrepancies between sections or other errors are found in a proposal, the County may reject the proposal; however, the County may, at its sole option, correct any arithmetical errors in price.

The County may waive any immaterial deviation or defect in a proposal. The County's waiver of an immaterial deviation or defect shall in no way modify the RFP documents or excuse the offeror from full compliance with the RFP requirements, if awarded a contract.

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2.18 Rejection of Proposals

County reserves the right to reject the proposal of any offeror who:

- previously failed to perform adequately for County or any other governmental agency within the previous twelve (12) months.
- submits false, incomplete, or unresponsive statements in a proposal;
- is in default on the payment of taxes, licenses or other monies due County;
- containing errors or discrepancies.

2.19 Cancellation of RFP

The County reserves the right to cancel this solicitation at any time, prior to the submittal deadline.

2.20 Protest Procedures

To be considered, protests must be made in writing, signed by Offeror's authorized representative, and delivered to the Ventura County Procurement Services Manager, GSA/Procurement, 800 S. Victoria Ave., Ventura, CA 93009-1080.

The following conditions apply to proposal protest:

- a. **Before Proposal Submittal Deadline.** Protests of specifications, terms, conditions or any other aspects of the solicitation must be made before the Proposal Submittal Deadline.
- b. **After Proposal Submittal Deadline.** Protest of award must be made, by Offeror, no later than five (5) calendar days after the notice of intent to award. All protests must include the following information:
 - 1) The name, address, and telephone number of the protestor;
 - 2) The signature of the protestor, or protestor's authorized representative;
 - 3) The solicitation or contract number; and
 - 4) A detail statement of the legal and/or factual grounds for the protest.

The Procurement Services Manager reserves the right to refuse to hear protestors who have not followed the above procedures.

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The requirements described herein are considered reasonable to meet the County's needs. Offeror having alternate proposals to meet these needs, may, after responding to the minimum requirements hereunder, offer alternate service levels for consideration by the County.

Vendors shall respond to the requirements in this section as follows:

3.1.1 – 3.1.2: Plan and Approach Narrative

Submit a narrative response describing your proposed plan and approach for meeting all requirements identified in Sections 3.1.1 through 3.1.2. The response should demonstrate your understanding of the requirements and explain how your organization intends to perform the requested services. Upload this narrative in Bonfire as a separate document labeled "Plan and Approach." Vendors should clearly organize the narrative so that the response to each applicable requirement can be readily identified and evaluated.

3.1, 3.2 – 3.7: Bonfire Questionnaire

Requirements identified in Sections 3.1 and 3.2 through 3.7 do not need to be addressed in the Plan and Approach narrative unless additional explanation is specifically requested.

Vendors shall review and respond to each requirement in the Bonfire Questionnaire under Section 3.0 – Scope of Work / Requirements. Responses provided in the questionnaire will serve as the Vendor's confirmation of acceptance and compliance with the applicable requirements.

3.1 Scope of Work / Requirements

The selected vendor will be expected to deliver the following services:

- On-site specialty pharmacy operations and support
- Limited distribution drug (LDD) access and management
- Patient onboarding, case coordination, and adherence support
- Set up payor contracts
- Benefits investigation and prior authorization support
- Clinical monitoring and interventions
- Data analytics and outcomes reporting
- Financial performance tracking
- Acquire and maintain accreditation (e.g. URAC, ACHC, Joint Commission)

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3.1.1 Plan and Approach

- Experience and Capabilities
 - Proven experience with integrated or embedded specialty pharmacy services. Expand on the information provided in the Section 2.0 questionnaire.
 - Outline the experience and qualifications your team has with the following:
 - Implementation of a Specialty Pharmacy program
 - Operational management of Specialty Pharmacy programs
 - Patient engagement and consulting
 - Gaining LDD access and payor contracting
 - Assessing specialty pharmacy growth opportunity
 - Acquiring and maintaining pertinent licenses to operate
 - Describe the approaches and methods to engage patients and providers for specialty medication therapy management and delivery.
 - How do you measure patient and provider satisfaction?
 - Describe the clinical outcomes and performance metrics that will be contractually guaranteed within your service level agreement including frequency of reporting.
 - Case studies or success metrics
 - Provide examples of clinical, financial, and qualitative patient and provider outcomes you have achieved with other clients.
 - Detail the methodologies for the documentation, collection, analysis, and reporting of these metrics, specifying the role responsible for these activities.
 - Discuss the rationale for selecting these metrics and their effect on Specialty Pharmacy services.
 - How do you ensure consistency and accuracy of data capture and analysis?
 - Discuss the capability and flexibility to adapt and modify metrics to meet Ventura County Medical Center's (VCMC) specific needs and who will be responsible for making these changes.

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- Describe how your clinic model extends to non-traditional specialty areas and conditions (i.e. hypertension, diabetes, etc)
- Provide information about any clinical protocols, how these are developed, utilized, and maintained. What is the process of customization of the clinical protocols, if needed? Who will be responsible for editing, creating, implementing, and measuring outcomes of the changes?
- Staffing and Support Model (Contractor will be required to provide staffing)
 - Proposed staffing plan (Pharmacy manager, pharmacists, technicians, liaisons)
 - How many personnel in each class of staff will be on site? Or remote?
 - Proposed organizational chart.
 - Provide detailed job descriptions for each staff type.
 - How would the staffing change with growth of the program and the onboarding of additional clinical specialties?
 - On-site integration or virtual care models
 - Describe the staffing (on-site and/or virtual) model in full, including percentage of resources, the rationale, and benefits of this approach.
 - Training, licensing, and credentialing processes
 - Describe your recruiting process for the dedicated resources.
 - How do you source candidates?
 - How do you identify qualified resources?
 - How will the VCMC team participate in the process?
 - Describe your training program including HIPAA and regulatory compliance training.
 - What are the procedures for covering vacation or unexpected sick calls?
 - Describe the established procedures for providing staff feedback and explain how VCMC is integrated into this process.
- Business model
 - What processes do you use to evaluate potential growth opportunities?
 - Describe the implementation timeline and ramp-up phase for your service.

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- How quickly will your team begin working with our patients and providers?
 - Who and how often will the growth opportunity be assessed?
- Will your company fund any physical space build or alteration cost?
- Does your program operate under the VCMC brand or your brand?
- Describe your fee structure as follows:
 - Implementation or set-up fees
 - Ongoing or recurring fees
 - Performance-based fees
 - Accreditations and associated fees
 - Other expected expenses that VCMC will incur with the program
- If additional capital expenditure (assets, space) is needed to support the program growth, who will incur the cost?
- Will you contractually guarantee the program's revenue growth and profit margins?
- Describe your business terms including the length of the contract.
- How will the business transfer be completed at the end of the contract?
- Does your technology platform and patient data transition to VCMC at the end of the agreement?
- Provide estimated financial performance and return on investment (ROI) for health system.
- Network Access
 - Describe the process and resources you will utilize to maximize our access to manufacturer networks and limited distribution drugs.
 - Outline what you consider to be the principal requirements for successful payor and manufacturer network access.
 - Indicate what responsibilities or resources are required from VCMC to facilitate success of gaining proper network access for a successful specialty pharmacy program.
- Technology Integration
 - What technology platform will you be utilizing?

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- How were the technology platform chosen, and what is your experience using it to conduct business and drive growth?
- Is the technology platform dependent on third parties? How are those third-party applications or services incorporated in your contract?
- Describe the workflow capabilities within your technology platform that you would use at our facility for:
 - Patient identification
 - Patient engagement
 - Patient follow-up adherence
 - Renewal of medication
- How would the technology platform integrate with our current electronic health record (EHR), Cerner?
- Describe where the following will be documented and the visibility of this documentation to Ventura County Medical Center:
 - Care team communications
 - Benefits investigation and prior authorization
 - Patient financial assistance
 - Patient counseling and education
 - Clinical documentation and management
 - Patient follow-up
 - Patient-reporting outcomes
 - Interventions
 - Any errors or adverse drug events
- How many hours is estimated to start up the technology platform and/or to incorporate with Ventura County Medical Center's EHR from you versus VCMC's team?
- Describe how your technology platform will support management and reporting on:
 - Patient outcomes
 - Adherence
 - Financial
 - Payor contracting

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- Manufacturer agreements
- Accreditation
 - What are your data security protocols?
 - Provide examples of reporting from your technology platform.
 - Describe how VCMC staff can access operational data for the Specialty Pharmacy operations.
- Compliance and Accreditation
 - Describe the plan for obtaining and maintaining required accreditation status.
- References
 - At least three references from current or recent clients
 - Include organization name, contact information, services provided

3.1.2 Compensation

- Describe and delineate the financial model of your services.
- Provide the total cost to establish the Specialty Pharmacy, including all furnishings, technology acquisitions, operating costs, etc. Identify the staff to be hired and hourly rates, including the number of hours to maintain pharmacy operations on a weekly basis.
- Who will be responsible for the cost to start up a new pharmacy as well as future expansion of physical space?

Upload financial model to Requested Information, Attachment A - Compensation.

3.2 Business Continuity Plan

In the event of a natural, or man-made, disaster operations for the County and the vendor may be impacted.

Please describe your company's Business Continuity Plan. Explain how your company has prepared to continue operations, and service/product delivery, in the event of an unforeseen emergency. Also, explain how your company will provide assistance to the County should County operations be impacted by an unforeseen emergency.

SECTION 3.0

REQUIREMENTS/SCOPE OF WORK

3.3 Term

The award will be made by way of a fixed price contract valid for three years, with two optional one-year extensions.

Continuation of the contract is subject to the appropriation of funds for such purpose by the Board of Supervisors. If funds to effect such continued payment are not appropriated, County may terminate this project as thereby affected and Contractor will relieve the County of any further obligation therefore.

3.4 Non-Collusion

If there is reason to believe that collusion exists among the Offerors, the County may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. A person, firm or corporation that has submitted a sub-proposal to an Offeror, or who has quoted prices on materials to an Offeror, is not thereby disqualified from submitting a sub-proposal or quoting prices to other Offerors. Offerors shall submit with their proposal an executed Attachment B - Non-Collusion Affidavit.

3.5 Exclusivity

The County is under no obligation to request, utilize or employ any certain extent or number of services, nor is the County restricted, by reason of this contract, from employing personnel for County's incidental needs by contracting with other contractors/suppliers.

3.6 Piggyback Agreement

Offeror may indicate in Questionnaire 3.0 Scope of Work / Requirements that he will extend all prices, terms, and conditions of his proposal to any other public agency. Offeror's agreement or failure to agree to the "piggyback" agreement will **not** be a factor in award of proposal. All piggyback agreement with other agencies will be separate from and unrelated to any entered into hereunder by the County and the Successful Offeror(s). The County will incur no responsibility, financial or otherwise, for contracts made by the Successful Offeror(s) and other public agencies.

SECTION 3.0

REQUIREMENTS/SCOPE OF WORK

3.7 Business Associate Agreement

Offeror must indicate their acceptance of the Attachment C - Business Associate Agreement under Questionnaire 3.0 Scope of Work / Requirements.

SECTION 4.0
CONTRACT TEMPLATE

COUNTY OF VENTURA CONTRACT NUMBER _____

This Contract is hereby entered into by and between the County of Ventura (County) and _____, a XXXX with its principal place of business at XXX (Contractor) (collectively, parties).

WHEREAS, it is necessary and desirable that Contractor be engaged by County for the purpose of performing _____ services hereinafter described.

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. SERVICES TO BE PERFORMED BY CONTRACTOR

Contractor will perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit A, which is incorporated herein by reference.

2. PAYMENTS

For services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit A, County will make payment to Contractor in the amount and in the manner specified in Exhibit A.

3. INDEPENDENT CONTRACTOR

Contractor is an independent contractor, and no relationship of employer and employee is created by this Contract. Neither Contractor nor any of the persons performing services for Contractor pursuant to this Contract, whether said person be a member, partner, employee, subcontractor or otherwise of Contractor, will have any claim under this Contract or otherwise against County for sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits, or other employee benefits of any kind.

Except as provided in this Contract, Contractor in the performance of the services hereunder agreed to be performed is subject to the control or direction of County solely as to the results to be accomplished by the services and not as to the means and methods for accomplishing the results.

If, in the performance of this Contract, any third persons are employed by Contractor, such persons will be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging, and applicable requirements of law will be the responsibility of and determined by Contractor,

SECTION 4.0 CONTRACT TEMPLATE

and County will have no right or authority over such persons or the terms of such employment, except as provided in this Contract.

Contractor will comply with all applicable provisions of the Worker's Compensation Insurance and Safety Act of the State of California (codified as amended commencing at Labor Code section 3200), including, without limitation, divisions 4 and 5 of the California Labor Code, and all amendments thereto, and all similar state and federal laws, and will indemnify and hold harmless County from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including attorney fees and costs, presented, brought or recovered against County, for or on account of any liability under any of said laws which may be incurred by reason of any work to be performed under this Contract.

4. NON-ASSIGNABILITY

Contractor will not assign this Contract or any portion thereof to a third party without the prior written consent of County, and any attempted assignment without such prior written consent will be null and void and will be cause, at County's sole and absolute discretion, for immediate termination of this Contract. County may withhold its consent to assignment at its discretion.

5. TERM

The term of this Contract will commence on _____ and be in effect through _____, unless earlier terminated pursuant to the terms and conditions set forth herein.

Continuation of the Contract is subject to the appropriation of funds for such purpose by County's Board of Supervisors. If funds to effect such continued payment are not appropriated, County may terminate this Contract and Contractor will relieve County of any further obligation hereunder.

6. TERMINATION

County may terminate this Contract at any time, by providing ten days' written notice to Contractor. In the event of termination under this section, Contractor will be paid for all work provided to the date of termination, as long as such work meets the terms and conditions of this Contract. Contractor hereby expressly waives any and all claims for damages or compensation arising under this Contract except as set forth in this section in the event of such termination. This right of termination belonging to County may be exercised without prejudice to any other remedy to which County may be entitled at law or under this Contract.

SECTION 4.0 CONTRACT TEMPLATE

7. INDEMNIFICATION AND HOLD HARMLESS

All services, work and/or activities covered by this Contract will be at the risk of Contractor alone. Contractor agrees to defend, through attorneys approved by County, indemnify, and save harmless County and its boards, agencies, departments, officers, employees, agents and volunteers against any and all claims, lawsuits, whether against Contractor, County or others, judgments, debts, demands and liability, including, without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by Contractor, save and except claims or litigation arising through the sole gross negligence or sole willful misconduct of County.

8. INSURANCE PROVISIONS

- A) Contractor, at Contractor's sole cost and expense, will obtain and maintain in full force during the term of this Contract the following types of insurance:
- 1) General liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury and property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and \$50,000 fire legal liability.
 - 2) Commercial automobile liability coverage in the minimum amount of \$1,000,000 CSL bodily injury and property damage, including owned, non-owned, and hired automobiles. Also to include uninsured/underinsured motorists coverage in the minimum amount of \$100,000 when there are owned vehicles.
 - 3) Workers' compensation coverage, in full compliance with California statutory requirements, for all employees of Contractor and employer's liability coverage in the minimum amount of \$1,000,000. Workers' compensation coverage is not required if Contractor provides written verification it has no employees and has other medical coverage.
 - 4) Professional liability coverage in the minimum amount of \$1,000,000 each occurrence and \$2,000,000 aggregate.
 - 5) Cyber liability/security and privacy insurance coverage in the minimum amount of \$2,000,000 per occurrence and \$4,000,000 annual aggregate.
- B) All insurance coverage Contractor is required to obtain and maintain will be primary coverage as respects County, and any insurance or self-insurance

SECTION 4.0

CONTRACT TEMPLATE

maintained by County will be excess of Contractor's insurance coverage and except with respect to professional liability coverage, will not contribute to it.

- C) County is to be notified immediately if any aggregate insurance coverage is lowered below required limits. Contractor must purchase additional coverage to meet requirements.
- D) For the general liability insurance required above, County is to be named as additional insured as respects work done by Contractor under the terms of this Contract.
- E) Contractor agrees to waive all rights of subrogation against County and its boards, agencies, departments, officers, employees, agents and volunteers for losses arising directly or indirectly from the services, work and/or activities performed under the terms of this Contract.
- F) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days' written notice has been given to County. Contractor will provide prompt written notice of non-renewal, termination or diminution below required limits to County's Risk Management Division, located at 800 S. Victoria Ave., Ventura, CA 93009.
- G) Contractor agrees to provide County with the following insurance documents on or before the commencement date of this Contract:
 - 1. Certificates of insurance for all required coverage.
 - 2. Additional Insured endorsement for general liability insurance.
 - 3. Waiver of subrogation endorsement (also known as waiver of transfer rights of recovery against others, waiver of our right to recover from others) for workers' compensation insurance.

Failure to timely provide these documents, upon County's request, will be, at County's sole discretion, grounds for immediate termination of this Contract or suspension of the commencement date.

9. SUBSTITUTION OF PERSONNEL

If Exhibit A identifies specific personnel of Contractor to work on this Contract, Contractor will not assign others to work in their place without advance written approval of County. Any substitution will be with a person of commensurate experience and knowledge.

SECTION 4.0 CONTRACT TEMPLATE

10. CONTRACTOR INVESTIGATION AND RESEARCH; ENTIRE UNDERSTANDING

Contractor by investigation and research has acquired reasonable knowledge of all conditions affecting the services to be performed under this Contract, and Contractor acknowledges that Contractor's execution of this Contract is based on such investigation and research, and not upon any representation made by County or any of its officers, agents or employees, except as provided herein. This Contract supersedes all previous agreements, understandings and representations of any nature whatsoever, whether oral or written, between the parties hereto, and constitutes the entire understanding between them, regarding the subject matter hereof. Contractor acknowledges that no representations, inducements or promises have been made by or on behalf of County except those expressly set forth herein and that no representation, inducement or promise not contained in this Contract will be valid or binding against County.

11. CONTRACT MONITORING

County will have the right to review the work being performed by Contractor under this Contract at any time during Contractor's usual working hours. Review, checking, approval or other action by County will not relieve Contractor of Contractor's responsibility for the thoroughness of the services to be provided hereunder. This Contract will be administered on behalf of County by the Health Care Agency Director or his or her authorized representative.

12. CHANGES TO CONTRACT

County may from time to time require changes in the scope of the services or other terms or conditions of this Contract. Such changes, including any increase or decrease in the amount of Contractor's compensation, which are mutually agreed upon by the parties will be effective only when set forth in a written amendment to this Contract signed by the parties.

13. CONFLICT OF INTEREST

Contractor covenants that Contractor presently has no interest, including, but not limited to, other projects or independent contracts, and will not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract. Contractor further covenants that in the performance of this Contract no person having such interest will be employed or retained by Contractor under this Contract.

SECTION 4.0
CONTRACT TEMPLATE

14. CONFIDENTIALITY

Any reports, information, data, statistics, forms, procedures, systems, studies, communications or other forms of knowledge given to or prepared or assembled by Contractor under this Contract which County requests in writing to be kept confidential will not be made available to any individual or organization by Contractor without the prior written approval of the County except as authorized by law.

15. NOTICES

All notices required under this Contract will be made in writing and addressed or delivered as follows:

TO COUNTY: COUNTY OF VENTURA
GENERAL SERVICES AGENCY
PROCUREMENT SERVICES
800 SOUTH VICTORIA AVENUE
VENTURA, CALIFORNIA 93009-1080

COPY TO COUNTY: COUNTY OF VENTURA
HEALTH CARE AGENCY
5851 THILLE STREET, 1ST FLOOR
VENTURA, CALIFORNIA 93003

TO CONTRACTOR: _____

Either party may, by giving written notice in accordance with this paragraph, change the names or addresses of the persons or departments designated for receipt of future notices. When addressed in accordance with this paragraph and deposited in the United States mail, postage prepaid, notices will be deemed given on the third day following such deposit in the United States mail. In all other instances, notices will be deemed given at the time of actual delivery.

16. ORDER OF PRECEDENCE

In the event of an inconsistency in this Agreement, the inconsistency shall be resolved in the following order:

1. This Agreement;
2. County of Ventura RFP # _____

SECTION 4.0
CONTRACT TEMPLATE

3. Contactor's proposal dated _____

17. GOVERNING LAW

The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties under this Contract, will be construed pursuant to and in accordance with the laws of the State of California, without regard to its choice of law rules.

18. SEVERABILITY OF CONTRACT

If any term of this Contract is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the Contract terms will remain in full force and effect and will not be affected.

19. CUMULATIVE REMEDIES

The exercise or failure to exercise of legal rights and remedies by the County of Ventura in the event of any default or breach hereunder will not constitute a waiver or forfeiture of any other rights and remedies and will be without prejudice to the enforcement of any other right or remedy available by law or authorized by this Contract.

20. COMPLIANCE WITH LAWS

All parties to this Contract shall comply with all applicable laws and regulations. Specifically, but without limiting the generality of the foregoing, there is no intention on behalf of County in connection with this Contract or otherwise to induce or to influence referrals by or from Contractor. In dealing with patients and in connection with any patient referrals or hospital admissions Contractor may make, Contractor is expected and required to act in accordance with the highest professional and ethical standards, in accordance with applicable laws, and in the best interests of the patient. Neither the compensation paid pursuant to this Contract, nor any other consideration or remuneration to Contractor or otherwise, or to any member of Contractor's employees, currently or in the future, is or will be based on any expectation of referrals, or on Contractor making or not making referrals to any particular person, entity or facility.

21. COOPERATION WITH COMPLIANCE EFFORTS OF COUNTY

Contractor agrees to cooperate with County as may be required for County to meet all requirements imposed on it by law or by the rules, regulations and standards of applicable federal, state or local agencies, the standards of the Joint

SECTION 4.0 CONTRACT TEMPLATE

Commission, any other agency that accredits County hospitals, and all public and private third party payers, including, without limitation, Medicare and Medi-Cal. Contactor has received County hospital's Code of Conduct, agrees to abide by it, and will execute a certification to that effect. Contractor shall cooperate with all compliance related activities of County hospital which include, without limitation, attending the appropriate compliance training session(s) and providing certification of attendance. Failure to adhere to this provision shall be considered a material breach and/or default under this Contract.

22. REPRESENTATIONS AND WARRANTIES

Contactor represents and warrants that Contractor is not, and during the term of this Contract shall not be: (a) suspended or excluded from participation in any federal or state health care program, (including, without limitation, Medicare, Medi-Cal, or CHAMPUS/Tricare), or (b) convicted of any criminal offense related to the delivery of any good or service paid for by a federal or state health care program or to the neglect or abuse of patients, or (c) suspended, excluded or sanctioned under any other federal program, including the Department of Defense and the Department of Veterans Affairs.

Contractor shall notify County immediately if any event occurs which would make the foregoing representations untrue in whole or part. Notwithstanding any other provision of this Contract, County shall have the right to immediately terminate this Contract for any breach of any of the foregoing representations and warranties.

23. CONSTRUCTION OF COVENANTS AND CONDITIONS

Each term and each provision of this Contract will be construed to be both a covenant and a condition.

24. ACCESS TO AND USE OF COUNTY TECHNOLOGY

As part of this Contract Contractor shall agree with and abide by the provisions set forth in the Ventura County Non-Employee Information Technology Usage Policy, which by this reference is made a part hereof. Any employee, sub-contractor, or agent of the Contractor who will access (which shall include, but is not limited to, the use, maintenance, repair or installation of) County information technology in the course of his, or her, work for the County is required to sign the Ventura County Non-Employee Information Technology Usage Policy before accessing, using, maintaining, repairing or installing any County information technology system or component. Information technology shall include, but is not limited to, the network, Internet access, electronic mail, voice mail, voice message systems, facsimile devices, or other electronic or telecommunication systems used by the County.

SECTION 4.0
CONTRACT TEMPLATE

25. **RESTRICTIONS ON USE OR DISCLOSURE OF PROTECTED HEALTH INFORMATION**

Contractor will not use or disclose protected health information other than as permitted or required by this Contract or as required by law as outlined in Exhibit B.

26. **UPON TERMINATION OF CONTRACT**

On completion or termination of this Contract, County will be entitled to immediate possession of and Contractor will furnish on request, all computations, plans, correspondence and other pertinent data gathered or computed by Contractor for this particular Contract prior to any termination. Contractor may retain copies of said original documents for Contractor's files.

[Signature Page to Follow]

SECTION 4.0
CONTRACT TEMPLATE

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Contract as of the date identified above.

COUNTY OF VENTURA

CONTRACTOR*

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Date

Date

Tax Identification Number

Authorized Signature

Printed Name

Title

Date

* If a corporation, this Contract must be signed by two specific corporate officers.

The first signature must be either the (1) Chief Executive Officer, (2) Chairman of the Board, (3) President, or any (4) Vice President. The second signature must be the (a) Secretary, an (b) Assistant Secretary, the (c) Chief Financial Officer, or any (d) Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

SECTION 4.0
CONTRACT TEMPLATE

Exhibit B

Restrictions on Use or Disclosure of Protected Health Information

Contractor will not use or disclose protected health information other than as permitted or required by this Contract or as required by law. For the purposes of this Exhibit B, "protected health information" means information transmitted or maintained in any medium that (1) relates to the past, present or future physical or mental health condition of an individual, the provision of health care to an individual, or the past, present or future payment for health care, and (2) either identifies the individual or reasonably could identify the individual.

- a. Permitted Uses and Disclosures - Contractor may use or disclose protected health information only as follows: (1) for the proper management and administration of Contractor or to carry out the legal responsibilities of Contractor and (2) to provide data aggregation services to County. Contractor will document any disclosures of protected health information not permitted by law.
- b. Safeguarding Protected Health Information - Contractor will use appropriate safeguards to prevent use or disclosure of protected health information, including electronic protected health information, other than as provided for by this Contract, including ensuring that any agent, including a subcontractor, to whom Contractor provides protected health information received from, or created or received by, Contractor on behalf of County agrees to the same restrictions and conditions that apply through this Contract to Contractor with respect to such information. Such safeguards shall include compliance with the requirements of the HIPAA Security Rule (45 C.F.R. part 160 and part 164, subparts A and C), including the administrative, physical, and technical safeguards and documentation requirements set forth in 45 C.F.R. 164.308, 164.310, 164.312, and 164.316. Contractor shall, within two (2) calendar days of the discovery of such disclosure, report to County any use or disclosure of protected health information not provided for by this Contract of which Contractor becomes aware, including any breach of unsecured protected health information, as required by 45 C.F.R. 164.410, and any Security Incident (as defined in 45 C.F.R. 164.304) of which Contractor becomes aware, and will, to the extent practicable, mitigate any harmful effect that is known to Contractor of a use or disclosure of protected health information in breach of the requirements of this Contract. Notification to County will include the identity of each individual whose protected health information or unsecured protected health information was, or is reasonably believed by Contractor to have been, accessed, acquired, used or disclosed during the breach. At the termination of this Contract, Contractor will return or destroy all protected health information created or received by Contractor on behalf of County and retain no copies of such information. If it is not feasible to return or destroy the protected health information, Contractor shall provide

SECTION 4.0
CONTRACT TEMPLATE

County notification of the conditions that make return or destruction infeasible and Contractor shall extend the protections set forth in this Exhibit B to such protected health information and limit the use and disclosure of the protected health information to those purposes that make return or destruction infeasible. To the extent it later becomes feasible to return or destroy such protected health information, Contractor shall do so.

- c. Persons or Entities Allowed Access to Records - Except as otherwise prohibited by law, Contractor will allow an individual who is the subject of the protected health information to inspect and obtain a copy of protected health information and to receive an accounting of any disclosures of protected health information by Contractor occurring six (6) years prior to the date on which the accounting is requested. Contractor will make protected health information available to County for inspection, amendment and copying. Contractor will make Contractor's internal practices, books and records relating to the use and disclosure of protected health information available to County or the Secretary, U.S. Department of Health and Human Services, as applicable, for purposes of determining Contractor's or County's compliance with 45 CFR Part 164.
- d. No Remuneration - Unless otherwise permitted by law, Contractor shall not directly or indirectly receive remuneration in exchange for any protected health information concerning an individual unless Contractor obtains from the individual a valid authorization that includes a specification of whether the protected health information can be further exchanged for remuneration by Contractor.
- e. Contractor agrees that to the extent Contractor is to carry out one or more of County's obligations under Subpart E of 45 CFR Part 164, Contractor will comply with the requirements of Subpart E that apply to County in the performance of such obligations.

ATTACHMENT "B"
Non-Collusion Affidavit
To Be Executed By Proposer and Submitted With Proposal

State of California)
County of Ventura ss.)

I _____, an authorized agent/representative of _____ (Contractor Name) the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further, that the proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal."

(Date)

(Signed at (Place))

Proposer Name
(Person, Firm, Corp.)

Authorized Representative

Address

Representative's Name

Authorized Representative
(Person, Firm, Corp.)

Address

City, State, Zip

Representative's Title

BUSINESS ASSOCIATE AGREEMENT

Definitions

Catchall Definition.

All capitalized terms used herein not otherwise specifically defined have the same meaning attributed to those terms in the HIPAA Rules.

Specific Definitions

- a. *Agreement* shall mean the agreement between Covered Entity and Business Associate dated XXXX for Specialty Pharmacy Services as of XXXX, and for the year then ended.
- b. *Business Associate* shall mean (Contractor),
- c. *Covered Entity* shall mean the County of Ventura.
- d. *HIPAA Rules* shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR part 160 and Part 164.

Obligations and Activities of Business Associate

- a. Business Associate agrees to not Use or Disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law.
- b. Business Associate agrees to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 (the "Security Rule") with respect to Electronic Protected Health Information, to prevent Use or Disclosure of the Protected Health Information, other than as provided for by this Agreement. Such safeguards and compliance with the Security Rule shall include compliance with the administrative, physical, and technical standards and documentation requirements set forth in 45 CFR 164.308, 164.310, 164.312, and 164.316.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in breach of the requirements of this Agreement or in violation of applicable law.
- d. Business Associate agrees to report to Covered Entity, in writing and within 48 hours of discovery, any Use, Disclosure, or Breach of Protected Health Information not provided for by this Agreement of which it becomes aware, including any Breach of Unsecured Protected Health Information, as required by 45 CFR 164.410 (the "Data Breach Notification Rule"), and any Security Incident of which Business Associate becomes aware. Such notice shall include the identity of each individual whose Protected Health Information or Unsecured Protected Health Information was or is reasonably believed by Business Associate to have been accessed, acquired, Used or Disclosed during the Breach.

- e. Business Associate agrees, in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), to ensure that any agent, including a Subcontractor who creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate in connection with the services provided to Covered Entity, agrees to the same restrictions and conditions that apply pursuant to this Agreement to Business Associate with respect to such information, including Electronic Protected Health Information. If Business Associate knows of a pattern of activity or practice of a Subcontractor that constitutes a material breach or violation of the Subcontractor's obligations under the contract (or other arrangement) between the Subcontractor and Business Associate, Business Associate will take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, Business Associate will terminate the contract (or other arrangement) with the Subcontractor if feasible.

Business Associate agrees to provide access, at the request of Covered Entity, to Protected Health Information in a Designated Record Set to Covered Entity, or as directed by Covered Entity to an Individual, within five (5) business days of receipt of such request, or within such shorter period as may be reasonably requested by Covered Entity, in order to enable Covered Entity to meet its obligations under 45 CFR § 164.524.

- g. Business Associate agrees to make Protected Health Information in a Designated Record Set available for amendment and incorporate any amendments to Protected Health Information as directed by Covered Entity pursuant to 45 CFR 164.526, and Business Associate agrees to take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526.
- h. Business Associate agrees that to the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, Business Associate will comply with the requirements of Subpart E that apply to Covered Entity in performance of such obligations.

Business Associate agrees to make all internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the Use and Disclosure of Protected Health Information received from, or created, maintained or received by Business Associate on behalf of Covered Entity available to the Covered Entity, or to the Secretary, as applicable, for the purposes of the Secretary determining Covered Entity's compliance with the HIPAA Rules.

- j. Business Associate agrees to maintain and make available the information required to permit Covered Entity to respond to a request by an Individual for an accounting of Disclosures of Protected Health Information in accordance with 45 CFR 164.528.

- k. Business Associate shall not directly or indirectly receive remuneration in exchange for any Protected Health Information concerning an Individual unless Business Associate obtains from the Individual, in accordance with 45 CFR 164.508(a)(4), a valid authorization that includes a statement that the disclosure will result in remuneration to the Business Associate (or Covered Entity, if applicable). This paragraph shall not apply to remuneration received in circumstances specified in 45 CFR 164.502(a)(5)(ii)(B)(2).

Permitted General Uses and Disclosures by Business Associate

- a. Except as otherwise limited in this Agreement, Business Associate may Use or Disclose Protected Health Information to perform functions, activities, or services for or on behalf of, Covered Entity as specified in the Agreement.
- b. Business Associate may Use or Disclose Protected Health Information as Required by Law.
- c. Business Associate agrees that when Using or Disclosing Protected Health Information or when requesting Protected Health Information, it will make reasonable efforts to limit the Protected Health Information to the Minimum Necessary to accomplish the intended purpose of the Use, Disclosure, or Request, and will comply with the Minimum Necessary policies or procedure or Covered Entity.
- d. Business Associate will only Use or Disclose Protected Health Information in a manner that would not violate the HIPAA Rules if done by Covered Entity, except for the specific Uses and Disclosures set forth herein.

Specific Use and Disclosure Provisions

- a. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that (i) the Disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will remain confidential and will be Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person, and (ii) the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- b. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).
- c. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities consistent with 45 CFR 164.5020(1).

Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any limitation(s) in its Notice of Privacy Practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's Use or Disclosure of Protected Health Information.
- b. Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an Individual to Use or Disclose his or her Protected Health Information, to the extent that such changes may affect Business Associate's Use or Disclosure of Protected Health Information.
- c. Covered Entity shall notify Business Associate of any restriction on the Use or Disclosure of Protected Health Information that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of Protected Health Information.

Permissible Requests by Covered Entity

- a. Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under the HIPAA Rules if done by Covered Entity.

Term and Termination

- a. *Term.* This Agreement shall be effective as of July 1, 2026 and shall terminate June 30, 2029, or on the date Covered Entity terminates for cause as authorized by this Agreement, whichever is sooner.
- b. *Termination for Cause.* Business Associate authorizes termination of this Agreement and the underlying Agreement by Covered Entity, if Covered Entity determines Business Associate has violated a material term of the agreement and/or if Business Associate has not cured the breach or ended the violation within the time specified by the Covered Entity.
- c. *Obligation of Business Associate Upon Termination*

Except as provided in paragraph (ii) of this Section, upon termination of this Agreement for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created, maintained or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of Subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

In the event that Business Associate determines that returning or destroying the Protected Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. If such return or destruction of Protected Health Information is not feasible, Business Associate shall extend the protections of this Agreement

to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information. To the extent it later becomes feasible to return or destroy Protected Health Information, Business Associate shall do so in accordance with paragraph (i) of this Section.

- iii. The rights and obligations under this Section shall survive the termination of this Agreement

Miscellaneous

- a. *Regulatory References.* A reference in this Agreement to a section of the HIPAA Rules means the section as in effect or as amended.
- b. *Amendment.* The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA Rules of any other applicable law.
- c. *Interpretation.* Any ambiguity in this Agreement shall be resolved to permit Covered Entity and Business Associate to comply with the HIPAA Rules.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the dates written below:

Business Associate: _____(Contractor)

By: _____
Printed Name Title

Signature Date

Attachment D**COOPERATIVE PROCUREMENT AGREEMENT****RFP 6249 SPECIALTY PHARMACY SERVICES**

RFP Open Date: August 20, 2026
RFP Close Date: September 17, 2026

Respondents shall indicate if they will extend prices, terms, and conditions of his proposal to any other public agency. Offeror's agreement or failure to agree to the "piggyback" agreement will not be a factor in award of proposal.

All piggyback agreements with other agencies will be separate from and unrelated to any entered into hereunder by the County and the Successful Offeror(s). The County will incur no responsibility, financial or otherwise, for contracts made by the Successful Offeror(s) and other public agencies.

The public agency shall accept sole responsibility for placing orders and making payment to VENDOR.

Date _____

Check one of the following:

- ☐ The prices, terms, and conditions in our proposal are not extended to any other agency.
- ☐ I hereby agree to extend all prices, terms, and conditions of my bid/proposal to any other public agency located in Ventura County with the following exception(s) noted on attached.
- ☐ I hereby agree to extend all prices, terms, and conditions of my bid/proposal to any other public agency located in Ventura County with no exceptions.

BY: _____ COMPANY: _____

SIGNED: _____ ADDRESS: _____

TITLE: _____

PHONE: _____ FAX: _____