



ARLINGTON VIRGINIA

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201

NOTICE OF RIDER CONTRACT

TO: GENOA HEALTHCARE, LLC	DATE ISSUED:	MARCH 16, 2023
707 SOUTH GRADY WAY, SUITE 700	CURRENT REFERENCE NO:	22-DHS-R-507A
RENTON, WA 98057	CONTRACT TITLE:	PHARMACY SERVICES

THIS IS A NOTICE OF A RIDER CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

Arlington rides the Lead Agency's contract referenced below for the goods and services so referenced. The contract documents consist of this notice and terms and conditions of the Lead Agency Agreement including any attachments or amendments thereto.

LEAD AGENCY NAME: COMMONWEALTH OF VIRGINIA, DEPARTMENT OF BEHAVIORAL HEALTH AND DEVELOPMENT SERVICES

LEAD AGENCY CONTRACT NUMBER: 720-4723-01(A)

EFFECTIVE DATE: JULY 1, 2023

EXPIRES: NOVEMBER 30, 2023

RENEWALS: ONE (1) RENEWAL REMAINING FROM DECEMBER 1, 2023 TO NOVEMBER 30, 2024

COMMODITY CODE(S): 7158430, 9186700

LIVING WAGE: N

ATTACHMENTS:

ATTACHMENT A – COMMONWEALTH OF VIRGINIA CONTRACT NUMBER 720-4723-01 (a)

ATTACHMENT B – COMMONWEALTH OF VIRGINIA CONTRACT MODIFICATIONS

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: BETHANY MITRICSKA **VENDOR TEL. NO.:** (651) 447-4445

EMAIL ADDRESS: BMITRICSKA@GENOAHEALTHCARE.COM

COUNTY CONTACT: MRIDU TRIPATHI (DHS BHC ADMIN) **COUNTY TEL. NO.:** (703) 228-4936

COUNTY CONTACT EMAIL: MTTRIPATHI@ARLINGTONVA.US

ATTACHMENT A



COMMONWEALTH of VIRGINIA

MIRA E. SIGNER
ACTING COMMISSIONER

DEPARTMENT OF
BEHAVIORAL HEALTH AND DEVELOPMENTAL SERVICES
Post Office Box 1797
Richmond, VA 23218-1797

Telephone (804) 786-3921
Fax (804) 371-6638
www.dbhds.virginia.gov

STANDARD CONTRACT

Contract Number: 720-4723-01

This contract entered into this 11th day of **November 20, 2019**, by **Genoa Healthcare** hereinafter called the “Contractor” and Commonwealth of Virginia, **Department of Behavioral Health and Developmental Services (DBHDS)** called the “Purchasing Agency.”

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the goods/services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From **Date of Award** through **November 30, 2021**.

The contract documents shall consist of:

1. This signed form;
2. The following portions of the Request for Proposal dated February 14, 2019:
 - a. The Statement of Needs,
 - b. The General Terms and Conditions,
 - c. The Special Terms and Conditions,
 - d. Attachment E – Business Associate Agreement
3. The Contractor’s Proposal dated April 11, 2019 and Attachment A – Negotiated Points to the Proposal, all of which documents are incorporated herein.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

By:



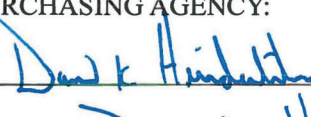
Printed Name: Mark Peterson

Title: Chief Executive Officer

Date: 11/18/19

PURCHASING AGENCY:

By:



Printed Name: Dawn K. Hinderliter

Title: Director, PAS

Date: 11/25/19

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.



COMMONWEALTH of VIRGINIA

MIRA E. SIGNER
ACTING COMMISSIONER

DEPARTMENT OF
BEHAVIORAL HEALTH AND DEVELOPMENTAL SERVICES
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NEGOTIATED POINTS

Date: October 7, 2019
Contract Number: 720-4769-02
Commodity Description: Pharmacy Services and Telemedicine

A. Modifications to any Special Terms and Conditions:

1. NONE

B. Modifications to the Proposal:

1. Temporary or Unexpected Leave Coverage: When a CSB is interested in this service, a request will be required as referenced in the RFP (Section D. #3 sub point a). Genoa will provide a placement package as stipulated in the RFP (Section D. #3 sub point d) for each provider who is interested in covering for a provider who has an unexpected leave or extended PTO. Once the CSB selects the provider to perform these services, the CSB, and Genoa's Account Management and Clinical Advisor will help set up the workflow necessary to adhere to patient safety and clinical quality requirements. Once the workflow is established the CSB will need to will need to notify Genoa within 24 hours that the coverage is needed. However, the further out that the CSB can plan for this coverage the better.
2. Emergency and Crisis Evaluations: When a CSB is interested in this service, a request will be required as referenced in the RFP (Section D. #3 sup point a). Genoa will provide a placement package as stipulated in the RFP (Section D. #3 sup. point d.) for each provider who is interested in covering emergency or crisis consultations. Once the CSB selects the provider(s) to perform these services, the CSB, and Genoa's Account Management and Clinical Advisor will help set up the workflow necessary to adhere to patient safety and clinical quality requirements. When this type of emergency evaluation is needed the CSB will need to schedule the patient on Genoa's televideo platform. This will immediately populate on the provider's schedule. The Psychiatrist or Nurse Practitioner performing this work will have 60 minutes to respond to this order.
3. Drug Prices: Genoa's price for Prescription Drugs shall be as follows on a monthly basis:

Brand: WAC+2.67% + \$2 fee

Generic: WAC-75% + \$6.75 fee



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Mira E. Signer
Acting Commissioner

BUSINESS ASSOCIATE AGREEMENT

Contract Number: 720-4723-01

PRIVACY AND SECURITY OF PROTECTED HEALTH INFORMATION

THIS BUSINESS ASSOCIATE AGREEMENT is made as of November 11, 2019, by the Department of Behavioral Health and Developmental Services (herein referred to as "Covered Entity"), with an office at 1220 Bank Street, Richmond, VA 23219 and Genoa Healthcare, LLC (here in referred to as "Business Associate"), a corporation, department or other entity with an office at 3140 Neil Armstrong Blvd, Suite 110, Eagan, MN 55121.

This BUSINESS ASSOCIATE AGREEMENT (herein referred to as the "Agreement") constitutes a non-exclusive agreement between the Covered Entity, which administers health services, and the Business Associate named above.

The Covered Entity and Business Associate have entered into this Business Associate Agreement to comply with the Health Insurance Portability and Accountability Act (HIPAA). The parties signing this Agreement shall comply fully with the provisions of the HIPAA Rules.

NOW THEREFORE, the parties, intending to be legally bound, agree as follows:

- I. Definitions:** As used in this contract, the terms below will have the following meanings:
 - a. Business Associate shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Genoa Healthcare, LLC.
 - b. Covered Entity shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Department of Behavioral Health and Developmental Services.
 - c. Protected Health Information (PHI): Any information that is created or received by a Covered Entity that relates to the past, present, or future physical or mental health or condition of an individual, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
 - d. HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- II. 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 C.F.R. Part 164 to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
 - c. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware, including breaches of unsecured protected health information, as required at 45 C.F.R. 164.410.
 - d. In accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.
 - e. Report to the Covered Entity any security incident of which it becomes aware.

- f. Business Associate shall notify the Covered Entity of a breach of unsecured PHI on the first day on which such breach is known by Business Associate or an employee, officer or agent of Business Associate other than the person committing the breach, or as soon as possible following the first day on which Business Associate or an employee, officer or agent of Business Associate other than the person committing the breach should have known by exercising reasonable diligence of such breach. Notification shall include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed during the breach. Business Associate shall also provide the Covered Entity with any other available information at the time Business Associate makes notification to the Covered Entity or promptly thereafter as information becomes available. Such additional information shall include (i) a brief description of what happened, including the date of the breach; (ii) a description of the types of unsecured PHI that were involved in the breach; (iii) any steps the Business Associate believes individuals should take to protect themselves from potential harm resulting from the breach; and (iv) a brief description of what Business Associate is doing to investigate the breach, mitigate harm to individuals, and protect against any future breaches.

For purposes of this paragraph, unsecured PHI means protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified by the U.S. Secretary of Health and Human Services.

- g. Business Associate agrees to provide access, at the request of Covered Entity to Protected Health Information to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.
- h. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, available to the Secretary of the U.S. Department of Health and Human Services for the purpose of determining compliance with the HIPAA Rules.
- i. Business Associate agrees to document and provide to Covered Entity such disclosures of Protected Health Information and information as would be required for 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.
- j. Make any amendment(s) to Protected Health Information in a designated record set as directed or agreed to by the covered entity pursuant to 45 C.F.R. 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 C.F.R. 164.526.

III. General Use and Disclosure Provisions:

- a. Business Associate may only use or disclose Protected Health Information as provided in the underlying Agreement
- b. Business Associate may use or disclose Protected Health Information as required by law.
- c. Business Associate agrees to make uses and disclosures and requests for Protected Health Information consistent with Covered Entity's minimum necessary policies and procedures.
- d. Business Associate may not use or disclose Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity, except for the specific uses and disclosures set forth below.
- e. Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that 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 used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

IV. Obligations of Covered Entity:

- a. Covered Entity shall notify Business Associate of any limitations 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, permission by Individual to use or disclose 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 to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

V. Permissible Request by Covered Entity:

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

VI. Termination:

Either party may terminate this Agreement immediately if it determines that the other party has violated a material term of this Agreement. This Agreement shall remain in effect unless terminated for cause with immediate effect, or until terminated by either party with not less than thirty (30) days prior written notice to the other party, which notice shall specify the effective date of the termination; provided, however, that any termination shall not affect the respective obligations or rights of the parties arising under this Agreement before the effective date of termination.

VII. Effect of Termination:

Upon termination of this Agreement for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created 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 Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction of Protected Health Information infeasible. Upon agreement that return or destruction of Protected Health Information is infeasible, 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.

VIII. Amendment:

Upon the enactment of any law or regulation affecting the use or disclosure of PHI, or the publication of any decision of a court of the United States or of this state relating to any such law, or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, the parties shall work in good faith to amend this Agreement in such manner as is necessary to comply with such law or regulation. If the parties are unable to agree on an amendment within thirty (30) days thereafter, either of them may terminate this Agreement by written notice to the other.

EACH PARTY has caused this Agreement to be properly executed on its behalf as of the date first above written.

FOR: Department of Behavioral Health and
Developmental Services

FOR: Genoa Healthcare, LLC

BY: [Signature]

BY: [Signature]

DATE: 11/25/19

DATE: 11/18/19



**GENOA HEALTHCARE'S RESPONSE TO
DEPARTMENT OF BEHAVIORAL HEALTH AND DEVELOPMENTAL SERVICES (DBHDS)
RFP# 720-4723: PHARMACY SERVICE AND TELEMEDICINE**

Offeror:

Legal Name: Genoa Healthcare, LLC
Address: 3140 Neil Armstrong Blvd, Suite 110
Eagan, MN 55121
Tax ID#: 27-0556097

Signor: Mark Peterson, RPh
Chief Executive Officer
Office Phone: (651) 688-0258 ~ Fax: (651) 688-3132
Website: www.genoahealthcare.com

For representative to ask questions regarding the contents of the packet:
Sally Jackson, Site Development Director
Office Phone: 412-421-7121
E-mail Address: sjackson@genoahealthcare.com

DUE DATE:

April 19, 2019 at 10:00 am Local Prevailing Time

**TO:
Procurement Office
1220 Bank Street
Richmond, VA 23219**



THE DEPARTMENT OF BEHAVIORAL HEALTH AND
DEVELOPMENTAL SERVICES (DBHDS)
1220 BANK STREET
RICHMOND, VA 23219



Issue Date: RFP# 720-4723

Title: Pharmacy Service & Telemedicine

Commodity Code: 26900-Drugs and Pharmaceuticals
95262-Mental Health Services
94848-Health Care Services

Issuing Agency: Commonwealth of Virginia
(DBHDS) Department of Behavioral Health and Developmental Services

Procurement Office
1220 Bank Street, Richmond, VA
Richmond, Virginia 23219

Using Agency And/Or Location
Where Work Will Be Performed: Statewide

Initial Period Of Contract: From Date of award for 2 years; to include four (4) successive one (1) year renewals.

Sealed Proposals Will Be Received Until March 21, 10:00 am EDST For Furnishing The Goods/Services Described Herein.
Time and Date

All Inquiries For Information Should Be Directed To: mary.brown@dbhds.virginia.gov

ALL PROPOSALS MUST BE MAILED OR HAND DELIVERED TO ISSUING AGENCY SHOWN ABOVE TO THE ATTENTION OF (Mary Brown). NOTE: It is recommended that SEALED PROPOSALS be submitted in advance of the due date and time set for receipt of proposals.

In compliance with this Request For Proposals (RFP) and all conditions imposed in this RFP, the undersigned firm hereby offers and agrees to furnish all goods and services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation, and the undersigned firm hereby certifies that all information provided below and in any schedule attached hereto is true, correct, and complete.

* Virginia Contractor License No. UNKNOWN
Class: — Specialty Codes: —

* DSBSD-certified Small Business No. N/A

Name And Address Of Firm:
Genda Healthcare, LLC
3140 Neil Armstrong Blvd # 110

Date: 4/9/17
By: [Signature]
(Signature In Ink)

Eagan, MN Zip Code: 55121

Name: Mark Peterson
(Please Print)

eVA Vendor ID or DUNS #: 79-555-1782

Title: Chief Executive Officer

Fax Number: (651) 488-3132

Telephone Number: (651) 488-0258

E-mail Address: sjackson@gendahc.com

* **PREPROPOSAL CONFERENCE:** A (mandatory/optional) proposal conference will be held on **February 26, 2019 @ 10:00am EDST at the Jefferson Building, Room 844, 1220 Bank Street, Richmond, VA 23219.** (Reference: Paragraph VI. herein). If special ADA accommodations are needed, please contact Mary Brown at 804-663-7264 by February 25, 2019.

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, or veteran status or any other basis prohibited by state law relating to discrimination in employment. Faith-based organizations may request that the issuing agency not include subparagraph 1.e in General Terms and Condition C. Such a request shall be in writing and explain why an exception should be made in that invitation to bid or request for proposal.

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INTRODUCTION OF OFFEROR

Genoa Healthcare (“Genoa”) has been operating since 2002 and is the largest provider of pharmacy, outpatient telepsychiatry and medication management services. Genoa currently has 16 pharmacies in Virginia and is able to provide additional pharmacy service to catchment area locations. Genoa serves 456 behavioral health centers across 47 states and the District of Columbia (see **Exhibit A** for complete list of pharmacy sites). Through these pharmacies, Genoa has provided pharmacy services to over 800,000 clients with mental illness and developmental disabilities annually. All of Genoa’s pharmacy operations provide customized pharmacy services based on the individual needs of each partner and client.

Although Genoa specializes in providing services specifically to the mental health community, every Genoa pharmacy is a full-service operation that carries and dispenses all types of medications. Genoa encourages each client to use only one pharmacy, so that the Genoa pharmacist can closely monitor drug-drug interactions, duplicate therapy, and potential allergies for the client’s entire medication profile. We believe this also improves the communication and coordination of care between primary care providers and mental health providers. Genoa pharmacy staff takes responsibility for the coordination of these primary care and specialty medications. We provide integrated pharmacy services that improve the lives of the individuals we serve and ease the workload of those that serve them. The pharmacy and pharmacist are available on-site for CSB staff and clients, to provide the best possible service. They are integrated into your care teams to provide a higher level of service and improve medication utilization, which lead to improved adherence with reduced no shows.

Genoa’s development and management of the 456 pharmacies has been successful because of the extensive pharmacy knowledge and experience the management team brings to the company. Genoa’s infrastructure is exceptional and unparalleled in our industry. The Genoa team is led by our experienced senior management team (see **Exhibit B** for organization chart and **Exhibit C** for executive bios). Genoa’s infrastructure not only provides us with the ability to expand with the behavioral health market, but it also provides the ability to withstand ever-present changes within that market and the expertise to modify our current services to meet the demands of our partners. Part of our key infrastructure includes our Regulatory Affairs Team, which allows us to have a voice during legislative sessions involving behavioral health topics. Genoa has 22 Directors of Operations, an internal Compliance Officer, Trainers, and several other key individuals that help support our infrastructure. With multiple Directors of Operations, we are able to maintain great relationships with our partners and provide routine business reviews regarding how each of our pharmacies is performing. This enables us to continually identify areas where we can provide more value-added services. Genoa’s senior management teams, as well as other key employees, have extensive experience owning and operating pharmacies.

GENOA’S VALUE-ADDED SERVICES

Although Genoa specializes in serving mental health consumers, we are a full-service pharmacy. This means we take care of all the medication needs of our consumers; including prescriptions written by psychiatrists, primary care, and other specialty providers. Genoa will bring benefits to DBHDS and the CSBs that cannot be found with any other pharmacy. We have a customizable approach to our services, providing mental health agencies with only the services that are needed, staffing according to those services, and building the pharmacy out to the specifications to accommodate those functions.

Many of our services are designed to help save our partners’ time and costs. By assisting with activities that the CSB previously spent time performing, we will enable staff to become more available to spend time providing billable services. Genoa is committed to providing a higher level of pharmacy service to the mental health community. We take great pride in our unique approach to pharmacy care. We provide outstanding customer service and add a personal touch to each encounter with every consumer. Genoa understands mental health consumers and their unique needs. We work diligently every day to continually develop new ways to make obtaining medications and taking medications easier for the consumers we serve.

- **Genoa Telepsychiatry:** Genoa is the nation's largest provider of outpatient telepsychiatry services. Our focus on the underserved and Medicaid populations helps us build sustainable telepsychiatry programs for community mental health, primary care, military, and community hospital settings around the country. Our

team of 250 psychiatrists and nurse practitioners provides high quality psychiatric services across 30 states through approximately 100,000 patient encounters every year.

- **Genoa Medication Management Solutions:** Genoa provides comprehensive medication management services to members of health plans with complex health issues. Most have four or more chronic illnesses, take more than 10 medications each day, and have more than \$50,000 in medical care costs annually.
- **Convenient Adherence Packaging:** Genoa leads the way with adherence packaging. We have multiple packaging options available for dispensing to CSB consumers, offered at no cost to the consumer or clinic, and available to any consumer who may benefit. Depending on specific consumer needs, programs, residential settings, and preference, Genoa can customize the dispensing on an individual consumer basis.

We may be best known for our Convenient Adherence Packaging, which is a color-coded multi-medication compliance packaging system that we developed in 2008, specifically for consumers living with severe and persistent mental illness.

- **Computerized Patient Profiles:** Genoa will maintain computerized profiles for all consumers and medications filled at the Genoa pharmacy in our pharmacy dispensing software, Prodigy. The system records consumer demographic information, such as name, date of birth, address, contact information, and applicable insurance. The pharmacy software also maintains dispensing data and history, consumer allergies, monitors drug interactions, shows duplicate therapies and any minor and major contraindications. Medications that are part of the consumer profile will include adjudicated and non-adjudicated prescription, over-the-counter (OTC), sample, and Patient Assistance Program (PAP) medications. This information is also made available to DBHDS via Genoa Online, detailed below.
- **Genoa Online - NetRx:** Genoa's online tools allow our partners access to valuable clinical and utilization information. Genoa Online is our free, online system that will allow CSBs easy access to valuable clinical and utilization information (from anywhere via the web). Each Genoa Online user will be assigned to a specific group of consumers, based on the user's clinical role.

The system is HIPAA compliant so the consumers' profiles will be protected from any outside eyes. NetRx Director, Clinical Director, and prescribers. As a partner of Genoa, these the Center clinical providers will have access to:

- View consumers' complete medication profiles
- Request refills
- View the refill history of consumers' medications
- Check drug interactions
- Print drug monographs
- View color photos of medications

- **Genoa Online - MedAnalyzer:** Genoa developed this online tool to provide business data (Organizational Analysis) and clinical information (Drug Utilization) on our pharmacies back to our partner agencies.
 - As a partner of Genoa, CSB directors and prescribers will have access to the following Organizational Analysis Reports:
 - **Monthly Snapshot:** Provides a high level overview of the Genoa pharmacy, including pharmacy performance measures
 - **Consumer Analysis:** Provides the total number of consumers, new consumers, lost consumers, retention ratio, and net/gain loss for the Genoa pharmacy
 - **PAP Analysis:** Shows a breakdown of medications dispensed through the Patient Assistance Program (PAP) for the Genoa pharmacy
 - **Prescriber Analysis:** Provides an overview of the number of consumers who had prescriptions written and dispensed at the Genoa pharmacy by each prescriber at our partner center
 - **Total Rx Analysis:** Indicates the number of prescriptions dispensed for consumers by month at the Genoa pharmacy over a 13-month period

- As a partner of Genoa, CSB directors and prescribers will also have access to the following Drug Utilization Reports:
 - **Medication Possession Ratio (MPR):** MPR is the ratio of how many days' supply a medication a consumer was given compared to the total number of days between fills of the medication. This report provides the capability to identify poorly compliant consumers and create action plans with the Genoa pharmacy to improve adherence
 - **Concomitant Atypical Antipsychotics:** Displays consumers' overlap in different atypical antipsychotic drugs prescribed to them over a specified period of time
 - **Gap:** Shows incidents of a gap between refills of medications for consumers using the Genoa pharmacy
 - **Benzodiazepine:** Displays consumer usage of benzodiazepines over a user-defined period of time

Genoa's MedAnalyzer tool allows data to be filtered by clinic location/program, prescriber, drug, or even consumer. Although the reports can be exported to Microsoft Excel, it is much more robust than simply providing Excel reports. Our Director of Operations who oversees the state of Ohio will also review this information with your management team at regular intervals or as desired.

- **Refill Reminder Calls and Synchronization:** Our pharmacy team will run a report each week to identify all CSB consumers that are nearing the time for a refill of their chronic medication(s). One of our pharmacy staff members will then call each consumer to remind them of their upcoming refill and discuss any concerns the consumer may have. This process will help ensure continued adherence and allow for communication with the care team. Genoa will also work with consumers and prescribers to synchronize refills of medications, so they can refill all medications at the same time. This synchronization will create less confusion for the consumers and promote cost savings. Furthermore, since transportation is often an issue for the consumers we serve, synchronization of refills will reduce the chance of a gap in medication therapy.
- **Delivery/Mailing:** At Genoa, we understand that many consumers have transportation issues, and many organizations have multiple program locations. We will set up scheduled delivery routes to the Center locations and residential homes. We can also deliver to individual consumers via US Priority Mail; all at no charge.
- **Prior Authorization (PA) Assistance:** Genoa offers PA assistance as a value-added service. If a prescription is rejected due to a PA requirement, Genoa will initiate that PA for our consumers and their prescribers. We are contracted with PriorAuthPlus (in conjunction with Cover My Meds), which allows us to initiate drug and plan specific prior authorization forms via a resubmitted claim. Our pharmacy teams will complete as much of the form as possible, send it electronically to the prescriber for completion and/or signature if required, then submit online to the third party payer. This streamlined process will save the CSB time and money while improving medication adherence.
- **Pharmacy Assistance with Medicaid and Medicare Part D:** The Genoa pharmacy staff can assist consumers with coverage information and questions about Medicaid or Medicaid Part D plans, to the best of our ability. Because the majority of consumers with a payer source are using either the Medicaid or Part D plans, the on-site Genoa pharmacy staff will be very familiar with the available resources to get any questions that may arise answered. Genoa can utilize the Medicaid Helpline, available to providers within the state, to help locate missing ID's, verify coverage, or answer questions. For consumers who are eligible for Medicare Part D programs, the Genoa pharmacy staff can help DBHDS consumers evaluate the different plans, based on their current medication profile.
- **Clozapine Monitoring Services:** Our pharmacy staff will monitor lab results, dispense accordingly, and enter the results into the clozapine registry. Genoa initially started as a Clozapine Monitoring Management company, we have extensive experience managing consumers taking clozapine, and have been selected as the Teva PAP program manager.
- **Stay up-to-date on legislation:** Genoa has a full-time Government Affairs Team that is dedicated to following legislation that would affect our pharmacy business or our partner agencies (such as funding cuts). Our Vice

President of Government Affairs connects local government officials with our pharmacies and partner-organizations across the country by coordinating tours, raising awareness of mental health services provided in the community, working with government to introduce bills, working with Medicaid agencies on reimbursement issues, etc.

- **Integrated Pharmacist Involvement:** Our Genoa pharmacist will be expected and encouraged to be involved with any and all clinical projects for which the CSB would like his or her participation and pharmacotherapy expertise. Genoa pharmacists often play an integral role with our partners' clinical teams (P&T committees, formulary advisory groups, clinical campaigns, etc.). We appreciate the opportunity to be involved on these integrated healthcare teams. Genoa will provide in-service training to CSB staff on subjects such as drug security, documentation and sanitation standards for medication administration, education on specific medication use and therapeutics, and medication management.

As described above, Genoa offers numerous value-added services. In addition to gaining a pharmacy and fair market value (FMV) rent money for the space that we occupy, CSBs will be gaining an additional member to the clinical team (paid and managed by Genoa). The Genoa pharmacist will be on-site to work closely with the CSB team, help save costs, and improve clinical outcomes for the DBHDS consumers.

Genoa creates additional value and promotes additional potential cost savings with several of our pharmacy services: Assistance with Prior Authorizations, Patient Assistance Programs, and Medication Setups. We estimate that we save our average mental health agency partner nearly \$100,000 on an annual basis. Of course, this is in addition to the competitive advantage we would bring CSBs with the convenience of an on-site pharmacy for consumers.

SECTION III: SCOPE OF WORK

A. Pharmacy Services

Pharmacy Services can be provided through traditional pharmacy staffing with a pharmacist team, via a preferred provider agreement or through alternative means such as physician/medication dispensing systems as appropriate to the setting and approved by the Virginia Board of Pharmacy.

Services provided **should include:**

- Bubble pack packaging;
- Hardship Assistance Program;
- Mailing medications to client homes;
- Third Party Insurance Prior Authorization assistance;
- Medication Therapy Management Services;
- Afterhours services and coverage;
- Medication Coordination Services;
- Immunization Services;
- Consultation and direct patient care;
- Long Acting injection administration;
- Stat boxes for Substance Abuse treatment facilities as allowed by law
- Delivery Services;
- Assistance in the management of pharmaceutical samples as needed;
- Ability to bill and collect payment for dispensed pharmaceuticals at a later time to include:
 - Third party billing and
 - Direct to consumer billing
 - Support and implementation strategies to improve medication adherence and,
 - The Pharmacy should have in stock a complete inventory (NOT limited to psychotherapy meds)

Genoa Pharmacy services will include:

Bubble pack packaging: Genoa leads the way with adherence packaging. We have multiple packaging options available for dispensing to CSB consumers, offered at no cost to the consumer or clinic, and available to any consumer who may benefit. Depending on specific consumer needs, programs, residential settings, and preference, Genoa can customize the dispensing on an individual consumer basis.

We may be best known for our Convenient Adherence Packaging, which is a color- coded multi-medication compliance packaging system that we developed in 2008, specifically for consumers living with severe and persistent mental illness.

Regardless of the packaging type, please note that the Genoa pharmacy team ensures that all medications are labeled in accordance with Federal Law, Virginia State Law, and Virginia Board of Pharmacy regulations. Depending on the packaging system the pharmacy uses to dispense the medications, Genoa meets or exceeds the minimum labeling requirements by all applicable governing bodies. Some of the most popular packaging styles Genoa uses include:

- Traditional Vial: For CSB consumers who are fairly independent on their medications or consumers who do not have complicated dosing, Genoa dispenses medications in traditional amber vials with child-resistant safety caps, or non-safety caps.
- Single Medication Cards: For medications that need to be frequently inventoried, or for those that may change frequently (titrating doses), Genoa dispenses prescriptions in a tamper-proof, numbered, single dose card. This allows for effortless medication inventory/compliance counts, easy medication changes, and possible credit for unused medication (depending on chain of custody and storage arrangements). These cards can be filled for a single medication in a consumer's course of therapy, or for more than one of the

medications that a consumer takes.

- **Multi-Medication Adherence Packaging:** Genoa provides a multi-medication adherence packaging system. The packaging system is color-coded for easy identification of correct administration times. It is also perforated and individually labeled on each dose so that one dose can easily be separated from the rest of the packaging. The top of the package contains a mini-Medication Administration Record (MAR) that identifies each medication, description, directions, and a double-check system for CSB staff and consumers. This system is helpful for consumers that are on multiple medications and/or have complicated dosing schedules. This packaging assists with medication education and identification. (See **Exhibit D** for a visual image of Genoa's Convenient Adherence Packaging.)

Hardship Assistance Program;

Genoa understands that CSB consumers will encounter situations where assistance in paying for medications will be needed. For qualifying CSB consumers, Genoa offers a hardship program for consumers who are uninsured. The consumer must meet the income requirements to be eligible for the hardship program and sign a waiver indicating so. Once eligible, medications may be obtained at the hardship price.

Mailing medications to client homes;

At Genoa, we understand that many consumers have transportation issues, and many organizations have multiple program locations. We will set up scheduled delivery routes to the CSB locations and residential homes. We can also deliver to individual consumers via US Priority Mail; all at no charge.

Third Party Insurance Prior Authorization assistance;

Many different payers are using prior authorization as a way of validating the need for expensive or off-formulary medications. Because most psychotropic medications are on average more expensive than the many medications dispensed at a pharmacy, periodic prior authorizations from the third party payers may be needed.

- a. **Completing paperwork** - Prior authorizations often require clinical documentation, which likely takes up a lot of CSB staff time. Almost all of the Genoa pharmacies across the country have some access to client records at their partner agencies and are able to immediately complete the prior authorization paperwork on behalf of the client and the prescriber. We require access to the medical records and have experience working through the HIPAA issues associated with this activity.
- b. **Submitting paperwork** - In some cases, the pharmacy is able to also submit the paperwork, as we reside within the clinic that the prescriber is practicing. Although each third party has different policies regarding the prior authorization completion, the Genoa pharmacy team is willing to complete the process as far as possible, per the third party.
- c. CSBs can reduce this un-billable staff time by utilizing Genoa's services to fill prescriptions for clients' medications that require prior authorizations.
- d. If the pharmacy staff cannot get an approval immediately, we will follow up on the claims, keeping the appropriate CSB staff and client up to date.

Medication Therapy Management Services;

Genoa is able assist with MTMs on a daily basis by having our pharmacists examine medication regimens and determine appropriate recommendations in therapy changes, additions or subtractions. Genoa partners with two MTM platforms, Outcomes and Mirixa, which identify consumers who require a complete medication review with our pharmacist, consumers who are missing guideline-recommended therapies from their regimens, or consumers who might be at risk of side effects or decreased outcomes from a medication.

Afterhours services and coverage;

Genoa will work with the CSB to establish and adjust hours of operations as necessary. Typically, Genoa pharmacies are open for business 40 hours per week, generally 8am to 5pm, with a lunch hour.

- Genoa always has a pharmacist on-call for emergency after-hours services, 24 hours a day, 7

days a week. A toll-free number will be made available to the clinic with back-up pharmacy instructions and protocol.

Medication Coordination Services;

Genoa will work with CSB staff and clients to assist in coordinating medication for the client. Genoa understands that each client's needs are individual and will ensure they are receiving their medication in a safe and timely manner.

Immunization Services;

Genoa pharmacists are able to administer immunizations in the state of Virginia. Should the CSB request we do so, our pharmacist would be able to assist.

Consultation and direct patient care;

The Genoa pharmacy and pharmacist are available on-site for your staff and consumers, to provide the best possible service. They are integrated into your care teams to provide a higher level of service and improve medication. Genoa encourages each consumer to use only one pharmacy, so that the Genoa pharmacist can closely monitor the consumer's entire medication profile. The pharmacy has a direct phone line as to make it easy for consumers and staff to call and will have a CSB email address to help streamline communication. The pharmacy welcomes direct communication from consumers and CSB staff.

Long Acting injection administration;

Genoa pharmacists are able to administer LAI's in the state of Virginia. Most common injectable medications (Risperdal Consta, Invega Sustenna, Invega Trinza, Abilify Maintena, Haldol, Prolixin, etc.) can be dispensed immediately by the Genoa pharmacy so that injections may be given while the consumer is still at the clinic.

Stat boxes for Substance Abuse treatment facilities as allowed by law;

Genoa is able to supply medications for stat boxes with Substance Abuse and Residential facilities. We will work with the managers in those areas to workout best practices for replenishment and billing.

Delivery Services;

At Genoa, we understand that many consumers have transportation issues, and many organizations have multiple program locations. We will set up scheduled delivery routes to the CSB locations and residential homes. We can also deliver to individual consumers via US Priority Mail; all at no charge. Genoa will work with the CSB to ensure that we are able to meet the delivery requirements for orders and re-orders. Genoa will ensure that new prescription orders sent to the pharmacy in the morning will be delivered the same day and prescription reorders will be delivered within 24 hours. Bulk OTC medication and stock medications will be delivered within 3 days; excluding Saturdays, Sundays, and CSB designated holidays.

Assistance in the management of pharmaceutical samples as needed;

- The Genoa pharmacy can assist CSBs in managing Sample medications on behalf of your prescribers.
- Currently, the Virginia Board of Pharmacy allows sample management on behalf of a clinic. Allowing the pharmacy to manage these medications as an 'agent of the prescriber' will provide better control over the sample inventory, as well as help meet and exceed any regulatory requirement (such as CARF). Nationally we provide this service in as many states as we're allowed. We believe it is best for patient care and is a value added service for the clinic.
- The pharmaceutical representative will continue to have the prescriber sign for the sample medications. The samples can then be dropped off at the Genoa pharmacy. The pharmacy staff will log them in to the "sample inventory".
- The sample inventory is electronic, as it is tied into the pharmacy dispensing system. This is

an opportunity for the Genoa pharmacist to screen for drug-drug interactions, with the sample medication against the consumer's entire medication profile, or potential adverse reactions (sensitivities or potential allergies) to a sample medication dispensed. As samples are dispensed at the written direction of the prescriber, the perpetual inventory will automatically decrease and be reflected in our online tool.

- This electronic sample inventory can be viewed by CSB staff from the Genoa Online portal, where CSB prescribers and nurses can be granted access.
- This is done at no cost to the CSB or the clients.

Ability to bill and collect payment for dispensed pharmaceuticals at a later time to include:

- **Third party billing** - Genoa understands and is familiar with the complicated billing procedures that mental health consumers may have. Genoa's goal is to get the consumers the medications that they need with the least out-of-pocket cost involved. Genoa will enroll in all third party insurances.
- **Direct to consumer billing** –Genoa can direct bill consumers
- **Support and implementation strategies to improve medication adherence** – Genoa can provide consul around ways to increase medication adherence such as the use packaging options and refill reminder calls.
- **The Pharmacy should have in stock a complete inventory (NOT limited to psychotherapy meds)** –Genoa will maintain a stock that will include, but is not limited to the CSBs formulary.

B. REQUIREMENTS

1. **Contractor must maintain compliance with the Virginia Board of Pharmacy, and have a clean history of care, with no disciplinary action taken against the Proposer. Pharmacy shall also ensure that malpractice and liability insurance is maintained and meets the Commonwealth of Virginia minimum requirements.**

Since 2000, Genoa has been providing pharmacy services to the behavioral health community. Currently we serve 800,000 consumers through 456 on-site pharmacies across 47 states and the District of Columbia (see Exhibit A for a list of our current locations). While Genoa has 456 pharmacies, 16 of those are located in Virginia. Genoa has been the on-site pharmacy vendor of choice for CSBs since 2010 when we opened our first pharmacy with Fairfax County after the award of their RFP for Pharmacy Services.

Each pharmacy receives and retains its own Board of Pharmacy permit, DEA license (controlled substance schedules 2-5), state Medicaid license, Medicare license, NCPDP number and NPI number. Additionally, the pharmacy contracts with any applicable commercial insurance plans in an effort to provide coverage for our customers.

Genoa has a clean history of care with no disciplinary action in Virginia. Genoa obtains all necessary insurances and meets the Commonwealth of Virginia pharmacy requirements.

2. **Contractor must provide pharmaceutical inventory, dispensing and price maintenance for pharmaceutical drugs, including dispensing generic forms of medications when applicable.**

For qualifying CSBs that meet the requirement guidelines for on-site pharmacy, Genoa will build the pharmacy, stock the inventory and provide prescribers with suggestions around lower priced medications for consumers.

3. **Contractor must ensure appropriate storage of medications until they are dispensed, and if pharmacist dispensed, will dispense in accordance with all federal, state, local, and State regulations regarding dispensing. Contractor should coordinate and package prescriptions for dispensing.**

Genoa will ensure appropriate storage and dispense of all medications in accordance to Virginia federal,

state and local regulations. Genoa is able to stock and dispense any medication, including injections that the prescribers the CSB are writing for. Most common injectable medications (Risperdal Consta, Haldol, Prolixin, etc.) can be dispensed immediately by the Genoa pharmacy so that injections may be given while the client is still at the clinic. Genoa is able to dispense medications in traditional vials or can provide customized bubble packaging at consumer request.

Any new or infrequently dispensed medications that are not in stock can usually be obtained the next business day. For any carve-outs in managed Medicaid plans, Genoa can attempt to become a provider of those medications.

If the CSB is required to buy-and-bill for any clients, Genoa can also offer a competitive price, and the flexibility to purchase on demand instead of having the expensive injections on the shelf of the CSB clinic waiting to be used.

4. Contractor must demonstrate that they have mechanisms for monitoring for “drug-drug” interactions and for prescription error monitoring.

Although Genoa specializes in providing services specifically to the behavioral health community, every Genoa pharmacy is a full-service operation that carries and dispenses all types of medications. Genoa encourages each consumer to use only one pharmacy, so that the Genoa pharmacist can closely monitor drug-drug interactions, duplicate therapy, and potential allergies for the consumer’s entire medication profile. We believe this also improves the communication and coordination of care between primary care providers and behavioral health providers. Genoa pharmacy staff takes responsibility for the coordination of these primary care or specialty medications.

5. Contractor must ensure that pharmaceutical services/solutions are provided and offered to all CSB clientele.

Throughout our 17-year history, Genoa has constantly adapted to the needs of the changing healthcare landscape, our partner agencies, and the behavioral health consumer. We have developed many services that are designed to help save our partner’s time and costs while also improving access and convenience for our consumers.

Genoa is currently meeting the needs of our current CSB partners by providing specialized services such as:

- Medication Therapy Management and reconciliation
- Patient Assistance Program (“PAP”) Enrollment
- Adherence and outcomes reporting
- Specialty packaging
- Clozapine monitoring and phlebotomy
- In-depth pharmacist consultations
- Refill reminder calls and medication synchronization
- Mailing/delivery of medications

6. Contractor must provide plans for supplying or making available a reasonable selection of Over the Counter (OTC) medications when required by the client’s treatment plans.

Genoa is able to order any OTC medication through our distributor, Cardinal. If an OTC is deemed necessary by a provider, depending on the state laws, the pharmacist may write a prescription for the OTC and bill it to the insurance plan(s). If state laws do not allow this, the pharmacist contacts the appropriate prescriber and obtains a prescription for said OTC to bill to the insurance plan(s). OTCs that are not covered by an insurance plan are sold at a competitive price. If a consumer is uninsured, we offer a hardship program that provides OTC items at a discounted rate.

7. Contractor must provide monthly billing and inventory reporting if the pharmacy solutions proposal includes pharmaceutical inventory to be owned by the CSB (e.g. Option C above).

Genoa understands that billing can be a complex issue for both CSB's and consumers. Genoa has the ability to establish a facility pay account for those medications that the CSB requests to pay. Medications that are billed to that facility pay account can be itemized monthly for the CSB.

8. The Contractor must meet implementation and timelines unique to each contracted CSB.

Genoa's implementation timeline of a new pharmacy is typically 3-6 months, which allows time for the build-out, licensing with the California Board of Pharmacy and DEA, contracting with Medicaid, Medicare D and commercial plans; and hiring and training of the pharmacy team. This 3-6 month timeline begins once the agreements are finalized and signed. Genoa will work with each CSB to provide timely implementations that accommodate the CSB needs as to no disrupt their consumers during business hours.

9. Contractor must assure that the CSB and or CSB clientele, is informed in a timely manner, in writing, of any problems that may affect the delivery of medication and pharmacy services.

Genoa will keep the CSB and/or CSB clientele informed in a timely manner should delays or issues occur that would affect the delivery of medication and pharmacy services.

10. Contractor must have an emergency preparedness plans in place to include Continuity of operations plans (COOP), that ensure prescription medications can be provided in the event of a widespread emergency.

Genoa has a Disaster Preparedness Plan to ensure that consumers of Genoa have access to their medications in the unlikely event there is an emergency or other occurrence (for example- natural disaster, act of terrorism, fire, vandalism, system failure) that interferes with the ability of Genoa to provide medications to consumers.

11. Contractor must designate a contact person to monitor program performance and resolve problems. The designated person shall be able to respond to issues and concerns within 24 hours if necessary.

Each Genoa pharmacy will have a pharmacist on-site which is Genoa's Site Manager. The Site Manager will be the day-to-day contact person for the CSB should any issues or concerns arise. The Site Manager reports to Genoa's Director of Operations who can also be contacted by the CSB should issues need to be escalated.

As a template for how we will conduct business, we have implemented a set of CARE values that all Genoa employees are expected to embrace. These values are as follows:

Caring - We are consumer-focused. We go beyond what is expected to provide the highest levels of service and quality health care.

Accountable - We find a way to say yes. We take it upon ourselves to solve problems in partnership with others.

Results-oriented - We change lives for the better. We are committed to adding value and being fiscally responsible.

Ethical - We act with integrity in all we do. We do what is right. We treat people with mutual respect.

We at Genoa love what we do. It's a privilege. It's a challenge. It matters.

12. Contractor must demonstrate/attest that they are compliant with required federal (HIPAA) and state privacy regulations. The Contractor shall be willing to sign a business associate agreement with the CSB and or, DBHDS as applicable. Please see “Attachment - Business Associate Agreement.”

DBHDS CSBs (Clinic) is a “covered entity” under HIPAA with regard to its provision of treatment to individuals; and Genoa is a “covered entity” under HIPAA with regard to its provision of pharmacy products and services (“Pharmacy Products”) to such individuals. Consequently, any protected health information (PHI) received by, created by, or stored by Genoa in furtherance of its provision of Pharmacy Products to individuals is HIPAA-compliant. This would include, among other things, the individual’s name, address, phone number, email address, prescription, and third party payer information. In addition, Covered Entities such as Clinic and Genoa are permitted by HIPAA to exchange PHI in connection with the treatment of an individual. In providing Pharmacy Services to individuals who also receive treatment by Clinic, Genoa is not acting as a business associate of the Clinic and, consequently, a business associate agreement is unnecessary and inappropriate. In the event that Genoa receives or stores PHI of Clinic that is not in furtherance of its provision of Pharmacy Products, such PHI could be considered PHI provided by a covered entity to a business associate under certain circumstances. For example, if the Clinic engaged Genoa to perform data aggregation services on all of its consumers without regard to whether such consumers obtain medications from Genoa, a business associate agreement would be appropriate – but only with regard to such services.

13. Contractor should be willing to work with the CSB and DBHDS on development of electronic interfaces with unique Electronic Health Records (EHR) or demonstrate why the proposed pharmacy solution doesn’t require this interface. If applicable, Contractor should be able to accept electronic prescriptions by CSB or DBHDS providers.

Genoa will be able to integrate the use of the CSBs EHR into the pharmacy workflow in order to ensure a seamless delivery of pharmacy services. EHR access helps Genoa staff complete the necessary paperwork for prescriptions that require prior authorizations and integration also helps the pharmacy team confirm diagnosis and previous drug therapy. Two common ways Genoa has integrated the use of our partner agencies’ EHR into our workflow are:

- The partner agency grants the pharmacy access to the EHR through a remote viewing portal online. This is common when using cloud-based software and the internet is the portal through which the system is commonly accessed.
 - The partner agency supplies Genoa with a separate laptop or desktop computer with the EHR software installed. This is common when using non-cloud-based software and a hard-wired connection is required to access the EHR.
 - All use of the EHR, regardless of the way in which access is granted to the pharmacy staff, will be covered in the Business Associates agreement.
14. For those Offerors providing proposals related to providing pharmaceutical inventory solutions, Contractor must provide options so that the CSB may choose to bill insurances for dispensed medications along with direct billing.

Genoa will accept all third party insurances, as well as Medicaid and Medicare. Genoa will also be able to set-up a direct billing method should the CSB request it.

Genoa can set up a system in which the CSB will be given a monthly invoice. The statement will be generated by Genoa’s billing department. Genoa’s billing department also has resources for clients who have difficulty with their out-of-pocket medication costs, such as payment plans and a financial hardship program.

15. If applicable, Contractors must provide a plan for evaluation of CSB existing stock supply and provide

a transition program that will help minimize waste and expense of current pharmaceuticals. The Contractor's plan will specify how this existing inventory will be exchanged, reused or otherwise disposed as allowed by law.

Genoa will help the CSB evaluate any existing medication stock and provide a transition plan as to use and or eliminate in efforts to eliminate excessive waste.

Genoa will also be able to assist the CSB consumers and treatment providers with the destruction of non-controlled medications that have been dispensed by Genoa. The medications can be dropped off at the pharmacy, and the Genoa staff will then send the returned medications to a reverse distributor. Any medication returned to a reverse distributor for destruction is done so in accordance with Environmental Protection Agency (EPA), Code of Federal Regulations (CFR) and Health Information Portability and Accountability Act (HIPAA) standards and guidelines.

The pharmacy cannot, per Federal Law, accept or destroy any controlled (Schedule II-V) medications on behalf of the consumer or treatment team, per the DEA. Genoa can help the CSB create policies and procedures to destroy these medications appropriately, and can sign off as a witness for destruction.

Credit of Medication:

Genoa will be able to credit the CSB for unused non-controlled medication, as long as the medication has not left the chain of custody between the Genoa pharmacy and the CSB.

- 16. The Contractor shall work collaboratively with the CSB on development of quality of care initiatives, make recommendations on formulary changes, provide pharmaceutical guidance for its providers and work collaboratively with DBHDS on innovative programs to bring pharmaceutical services to clientele who have no pharmaceutical coverage including prescription assistance programs.**

The Genoa pharmacist will work with the CSB health care teams when needed. Our Genoa pharmacist and Director of Operations will be able to participate and exercise their pharmacotherapy expertise. Genoa pharmacists often play an integral role with our partners' clinical teams (P&T committees, formulary advisory groups, clinical campaigns, etc.). We appreciate the opportunity to be involved on these integrated healthcare teams. Genoa provides in-service training to CSB staff on subjects such as drug security, documentation and sanitation standards for medication administration, education on specific medication use and therapeutics, and medication management.

Genoa pharmacists also appreciate the opportunity to meet with our partner prescribers to discuss pharmacy business data and clinical information, as reported by our Genoa Online tools. During these clinical meetings with prescribers, our pharmacists have the chance to assess medication utilization and help prescribers identify consumers who are not filling their medications on time. These meetings also allow the review of benzodiazepine usage, concomitant atypical antipsychotic usage, and average adherence rates (measured by medication possession ratios and gaps in medication therapy).

Other meeting topics may include new medication therapies, a review of Medicare D plans, and a business review of the Genoa pharmacy (including pharmacy performance metrics such as total consumers served, total prescriptions filled and average prescription counts per consumer). Genoa pharmacists often meet with prescribers and other members of the care teams to identify processes to implement to provide a higher level of service. By working together to improve medication utilization, our integration into care teams leads to improved medication adherence, reduced no-shows, and decreased relapse and re-hospitalization rates. Genoa pharmacists will be able to assist with recommendations on formulary changes, provide pharmaceutical guidance and work collaboratively with the CSB on innovative programs to bring pharmaceutical services to clients who have no pharmacy coverage through the use of programs like the Patient Assistance Program.

Genoa can also assist in managing Patient Assistance Program ("PAP"). If consumers qualify for PAP medications, it can help reduce the need for expensive medications to be purchased for consumers that

might otherwise be using the CSB Payor funds. The Genoa pharmacy staff can assist in the application process, receive and stock the medications when they are sent to the clinic.

17. The Contractor must not assign or transfer its duties and/or obligations under the contract without prior written approval of the CSB.

Each Genoa pharmacy is owned and operated by Genoa Healthcare. Genoa's senior management teams, as well as other key employees, have extensive experience owning and operating pharmacies. Genoa would not assign or transfer duties without the CSB's approval.

18. The Contractor shall be required to provide each contracted CSB with detailed data concerning the contract at the completion of each contract year. The CSB reserves the right to audit the Contractor's records to verify the data. This data may include, but is not limited to, dollar volume, items sold, services rendered, and commissions paid if applicable.

Genoa's pharmacy software system is helpful in compiling information into useful reports for CSBs. These reports have been found to be beneficial for our 16 VACSB partners. These reports can be run on a monthly basis or provided at any frequency that is requested by the partner mental health center. Genoa's ability to provide detailed data and prescribing information back to our partner-clinics has made our pharmacies valuable resources to many mental health organizations.

Although our reports are limited to clients we are providing services to and medications we are filling, most of the reports will allow administrative and clinical personnel a closer look into the specific prescribing practices at the CSB. Provided screen shots of the customer dashboard are provided in Exhibit G, MedAnalyzer Reports.

- i. Summary of Medication Cost (billed to CSB)
- ii. Prescriber Report
- iii. RX Analysis
- iv. Facility Specific
- v. PAP/Sample Usage
- vi. Historical Clients Served
- vii. Medication Possession Ratio
- viii. Concomitant Atypical Antipsychotics

19. The Contractor must provide an annual report to identify cost-savings and efficiencies.

Genoa has a sophisticated pharmacy software system, plus a proprietary data mining system that helps compile information into useful reports that would be able to be accessed by the CSB. Many of our 16 CSB partners use the following reports to identify cost-savings and efficiencies within their on-site pharmacy:

- **Genoa Online-MedAnalyzer:** Genoa developed this online tool to provide business data (Organizational Analysis) and clinical information (Drug Utilization) on our pharmacies back to our partner agencies.
 - As a partner of Genoa, CSB directors and prescribers will have access to the following Organizational Analysis Reports:
- **Monthly Snapshot:** Provides a high level overview of the Genoa pharmacy, including pharmacy performance measures
- **Consumer Analysis:** Provides the total number of consumers, new consumers, lost consumers, retention ratio, and net/gain loss for the Genoa pharmacy
- **PAP Analysis:** Shows a breakdown of medications dispensed through the Patient Assistance Program (PAP) for the Genoa pharmacy
- **Prescriber Analysis:** Provides an overview of the number of consumers who had prescriptions

- written and dispensed at the Genoa pharmacy by each prescriber at our partner center
- **Total Rx Analysis:** Indicates the number of prescriptions dispensed for consumers by month at the Genoa pharmacy over a 13-month period
 - As a partner of Genoa, CSB directors and prescribers will also have access to the following Drug Utilization Reports:
- **Medication Possession Ratio (MPR):** MPR is the ratio of how many days' supply a medication a consumer was given compared to the total number of days between fills of the medication. This report provides the capability to identify poorly compliant consumers and create action plans with the Genoa pharmacy to improve adherence
- **Concomitant Atypical Antipsychotics:** Displays consumers' overlap in different atypical antipsychotic drugs prescribed to them over a specified period of time
- **Gap:** Shows incidents of a gap between refills of medications for consumers using the Genoa pharmacy
- **Benzodiazepine:** Displays consumer usage of benzodiazepines over a user-defined period of time

20. The Contractor must have a system in place for reducing and addressing medication dispensing errors.

Genoa has implemented Quality Improvement programs for their staff to include processes to help reduce and address medication dispensing errors. The Quality Improvement steps are as follows:

- i. Upon hiring, Genoa provides a comprehensive training program for the pharmacy operating systems, sensitivity training, HIPAA training, fraud/waste/abuse training, blood-borne pathogens training, recipient rights training, pharmacy equipment training, and training for the daily work requirements of each pharmacy. After the initial training, Genoa provides ongoing education for their pharmacy staff through Genoa University, our online training program. HIPAA training is required annually for each employee.
- ii. Genoa's goal is to continuously improve the quality of pharmacy services we offer and the care provided.
 - a. Medication errors and omissions are always monitored by the Genoa pharmacy and Genoa management.
 - b. Genoa can work with the CSB Director or designee to understand what reports would be helpful and provide them at a quarterly frequency.
 - c. Genoa reviews any and all incident reports on a regular basis to develop new plans and strategies based on findings.
 - d. Genoa uses monthly reports to track trends, which help to identify and eliminate problems in the future.
 - e. Genoa also has Quality Assurance checks in place.
 - f. Near each Genoa pharmacy, Genoa has a locked comments box. This box is not accessible by the onsite pharmacy staff. The comments can be submitted by clients or staff, good or bad. All of these comments are directed to the Compliance Officer for review and passed to the regional management.
 - g. Genoa also has a system to report any Quality issues on our website at <https://gendw.genoahealthcare.com/t/t/genoa/qa/customerForm> . Here, employees, staff, or clients can comment on any encounter with pharmacy staff. This can be anonymous, or contact information can be left for follow-up.
 - h. Genoa also conducts an annual satisfaction survey.
 - i. Routine inspections are completed by Genoa's Compliance Officer.

21. The Contractor must provide pharmaceutical services during the normal and customary hours of operation of the CSB but be available 24/7 for consultation. The Contractor must identify a point of contact for after-hours patient consultation.

Genoa performs as much of our services as possible in-house with our own staff. In the event that after-hours help is needed, Genoa will have established a local backup pharmacy that will be able to provide emergency, after-hours services to CSBs and consumers. Genoa has extensive experience in working closely with backup pharmacies across the nation to ensure after-hours services are provided in accordance with our partners' requests and consumers' needs. Genoa will identify a local backup pharmacy provider upon contracting with the respective CSB. At that time, steps will be taken to ensure that the backup pharmacy will adequately meet the after-hours needs of the CSB. Please note that there will be no charge to the CSB for the backup pharmacy, so there will be no discrepancy with pricing. The on-site Genoa pharmacist and Genoa Director of Operations will communicate with CSB staff on a regular basis to ensure satisfaction with the services provided by the backup pharmacy. After hours and on holidays, Genoa provides access to a toll-free phone line, available 365 days per year, to address any questions or concerns from providers or consumers. Access to on-site pharmacy staff and after-hours pharmacist line is available at no charge to CSB staff or consumers.

22. **The Contractor must list how the services will meet the needs of the CSB Clientele, in defining how the provided pharmaceutical care will provide a benefit to the clientele.**

Although Genoa specializes in providing services specifically to the mental health community, every Genoa pharmacy is a full-service operation that carries and dispenses all types of medications. Genoa encourages each consumer to use only one pharmacy, so that the Genoa pharmacist can closely monitor drug-drug interactions, duplicate therapy, and potential allergies for the consumer's entire medication profile. We believe this also improves the communication and coordination of care between primary care providers and mental health providers. Genoa pharmacy staff takes responsibility for the coordination of these primary care or specialty medications. We provide integrated pharmacy services that improve the lives of the individuals we serve and ease the workload of those that serve them. The pharmacy and pharmacist are available on-site for your staff and consumers, to provide the best possible service. They are integrated into your care teams to provide a higher level of service and improve medication utilization, which lead to improved adherence with reduced no shows.

The on-site pharmacy gives your consumers the option to fill all their medications, including those from primary care or outside prescribers. The privacy and convenience of the on-site pharmacy gives your staff members' peace of mind, knowing their consumers' prescriptions were filled.

23. **The Contractor shall be able to identify transition planning with the existing pharmacy or medication services, if applicable. The plan must take into account the following factors: minimal disruption of continuity of services for consumers and the timeframe in which the new service provider can assume contractual obligations.**

Genoa has many processes in place to ensure a smooth transition from an existing service provider to Genoa. Genoa has developed a checklist of steps to follow when transitioning clients. We will implement the checklist for each CSB location and start services after the checklist is completed.

Transition Checklist for the CSB Programs:

- Obtain a list of clients for ACT program
- Obtain client demographics to include:
 - Client name
 - Date of birth
 - Address
 - Insurance Info
 - Allergy Info
- Obtain a list of medications
- Transfer prescriptions
- Reconcile medication list with CSB program manager

24. The Contractor shall provide the CSB with staffing ratios that will meet the needs of the clinic.

Genoa's staffing is based on a modeling tool with data we will collect from CSB before opening. Should the CSB meet Genoa's qualifications for on-site pharmacy, we anticipate staffing the CSB pharmacy with the following:

- Pharmacists - one full time pharmacist
- Pharmacy Technicians - one full time pharmacy technician; with additional pharmacy technicians to be added when prescription volume mandates

Genoa is committed to providing adequate staffing to allow the pharmacy team to give personalized care. The goal of the pharmacy team is to give their time and attention to each client of the CSB. Genoa has a strong track record of retaining employees and maintaining continuity of service. The pharmacy will be open 40 hours a week, with 24/7 on-call services.

25. Contractor shall provide demonstrated customer service, as evidenced by an established/utilized service metric or customer service analysis.

Genoa has been the leading on-site pharmacy provider of choice for VACSBs since 2010 with the award of the RFP for Fairfax County. Since 2010, Genoa now has 16 pharmacy locations within VACSBs.

While Genoa has a large concentration and focus on the state of Virginia, we are also nationwide. Genoa has an established track record for providing pharmacy services and deliverables over the last 17 years. Our pharmacy teams understand the needs and challenges of people with mental illness and have solutions to help them manage their therapy. Genoa solutions include personalized refill reminder calls and convenient adherence packaging that features a color-coded system developed specifically for people living with severe and persistent mental illness. By providing high level service, we have achieved greater than 90 percent medication adherence rates across all of our pharmacies. A recent study published by the Journal of Managed Care & Specialty Pharmacy shows that Genoa consumers have higher medication adherence rates, along with lower rates of hospitalization and emergency room visits. Specific study findings include:

- 96% medication adherence rate
- 40% lower rate of behavioral health related hospitalizations
- 18% lower rate of behavioral health related emergency department visits
- Cost avoidance estimates for Genoa consumers were approximately \$58 per member per month based on costs for hospitalizations and ER visits

26. Contractor's assignment of a contact person to monitor program performance and resolution of identified problems. The designated person should be able to respond to issues and concerns within 24 hours if necessary.

Genoa has a Directors of Operations for Virginia who will be the CSBs contact person. Our Director of Operations maintains great relationships with our partners and provides routine business reviews regarding how each of our pharmacies is performing. This enables us to continually identify areas where we can provide more value-added services. The Director of Operations also participates in monthly meetings with the CSB's team. These meetings are held to review pharmacy performance, medication billing, contractual obligations, staffing, and operational so they are consistent with the needs and requests of the county. Should the CSB have an issue, the Director of Operations will be able to respond in a timely manner.

C. Telehealth Services functions

The Centers for Medicare & Medicaid Services (CMS) describes telemedicine as a means for improving a patient's health by permitting two-way, real-time interactive communication between a patient and a healthcare provider who are geographically separated. This communication is conducted via interactive

telecommunications equipment that includes, at a minimum, audio and video equipment, to meet standards for telehealth set by the U.S. Department of Health and Human Services.

For the purposes of this RFP, Telehealth Services (TS) functions should include videoconferencing, appointment scheduling, provider notes, eprescribing, lab ordering, storing medical files if needed and providing the mechanism to address suitable functions to address psychiatric, pharmaceutical and patient care to improve patient outcomes, expand access to healthcare, and enhance patient safety.

The general requirements for these services include evidence-based appropriateness criteria, secure web-based user and administrator access, (if applicable), data integrations, audit trails, and back-end analysis capabilities.

The applications and services should be complete, including any hardware and software necessary to provide uninterrupted service to the users. All hardware and software requirements should be individually specified. The vendor solution must identify each piece of equipment and interface necessary to be fully integrated and operational within applicable and appropriate Electronic Health Record system[s] across the DBHDS CSS as applicable.

The platform includes all functions needed for telepsychiatry: videoconferencing, appointment scheduling, provider notes, eprescribing, lab ordering, and storing medical files. These can also be handled through the clinic’s own videoconferencing and EMR software, if preferred.

Specific tools that we include in our service are the following:

- Provider training to ensure optimal web-side manner
- Monthly operational reviews with providers and clinic care team
- Quarterly executive business reviews with clinic senior management
- Supported mobile care delivery (if AHCCCS is interested in a direct-to-consumer model for home-based services)
- Utilization management reports (to increase program efficiency) and client satisfaction surveys

Genoa services include evidence-based appropriateness criteria, secure web-based user and administrator access, (if applicable), data integrations, audit trails, and back-end analysis capabilities.

The only hardware requirement to set up our technology is a computer with a built-in camera and speaker. The only software requirement is a 5 MBPS internet connection and browser.

D. Telehealth services

The Contractor shall be responsible for using its best efforts to refer Psychiatrists or Nurse Practitioners as required, upon request from the CSB covered under this contract under the conditions itemized below:

Telemedicine Services

Position	Rate per Hour	Rate per 4 hour Session
Psychiatrist	\$195	\$780
Nurse Practitioner	\$135	\$540

1. Psychiatrists or Nurse Practitioners:

a. Psychiatrists or Nurse Practitioners must be able to:

i. Provide psychiatric care including the evaluation and treatment of referred consumers.

Genoa psychiatrists and nurse practitioners will provide psychiatric care, including the evaluation and treatment of referred patients.

ii. The Psychiatrist must have completed an approved residency program and be board-eligible or board-certified by the American Board of Psychiatry and Neurology.
Genoa Psychiatrists will have completed an approved residency program and will be board-eligible or board-certified by the American Board of Psychiatry and Neurology.

iii. The Nurse Practitioner must have completed an educational program from an institution accredited by the Commission on Collegiate Nursing Education (CCNE) with successful completion of, at a minimum, a Master's degree in psychiatric or mental health nursing and preferably be board certified by the American Nurses Credentialing Center (ANCC) as a Psychiatric Mental Health Nurse Practitioner (PMHNP-BC).

Genoa Nurse Practitioners will meet the requirements noted above.

iv. Services rendered must be consistent with any other relevant policies, guidelines, and standards as determined by the CSB.

All services rendered will be consistent with any other relevant policies, guidelines, and standards as determined by the CSB.

v. CSBs will be responsible for performing National Practitioner Database check on all Psychiatrists or Nurse Practitioners presented for placement consideration.

Genoa acknowledges this responsibility.

b. A board-certified psychiatrist, MD/DO, with a Data 2000 Waiver to prescribe Buprenorphine products for a minimum of 100 clients is preferred.

Genoa MD/DOs will meet the requirement noted above.

c. If APRN, PMHNP/FNP: will be able to meet all requirements of VA-HB793 as to practice independently and will also have his/her Data 2000 Waiver to prescribe Buprenorphine products for a minimum of 100 clients.

Genoa APRNs will meet the requirement noted above.

2. Requirements: Psychiatrist or Nurse Practitioner

a. Must be licensed to practice by the Virginia Department of Health Professions.

Genoa Psychiatrists or Nurse Practitioners will be licensed to practice by the Virginia Department of Health Professions.

b. Shall be free from mental or physical impairments that would restrict the individual from performing the services required.

Genoa Psychiatrists or Nurse Practitioners will be free from mental or physical impairments that would restrict them from performing the services required.

c. Must be able to speak, understand, read and write the English language fluently.

Genoa Psychiatrists or Nurse Practitioners will be able to speak, understand, read and write the English language fluently.

d. Shall hold current certification in Basis Life Support (BLS) and/or Advanced Cardiac Life Support (ACLS).

Genoa Psychiatrists or Nurse Practitioners will hold a current certification in Basic Life Support (BLS) and/or Advanced Cardiac Life Support (ACLS).

e. Shall possess the required qualification/elements to be privileged and/or credentialed in accordance with the ordering facility's guidelines and procedures. *Psychiatrist or Nurse Practitioner's credentials/qualifications are subject to review by the Facility Director or designee of the ordering agency.*

Genoa Psychiatrists or Nurse Practitioners will possess the required qualification/elements to be privileged and/or credentialed in accordance with the ordering facility's guidelines and procedures.

3. Requesting Services:

a. When requesting services, the CSB will expect contracts for these services and request the Contractors to provide a "Placement Package" for review. A separate placement package shall be submitted for each Psychiatrist or Nurse Practitioner referred to each CSB.

Genoa will provide all "Placement Packages" for CSB to review.

- b. The placement package must be provided within the specified response time (usually three to seven calendar days unless conditions require a shorter response time). Placement packages should be presented only for Psychiatrists or Nurse Practitioners who have agreed to accept the assignment if chosen.

Genoa will provide all placement packages within the specified response time.

- c. It is the CSBs discretion to determine whether candidates are selected or request additional placement packages.

Genoa acknowledges CSBs discretion, as noted above.

- d. The placement package shall consist of, at a minimum, the following Psychiatrist or Nurse Practitioner specific information (additional information may be required as needed.)

Genoa will provide the following:

- i. Name
- ii. Training (copy of certificates)
- iii. Location
- iv. Type
- v. Specialty board eligibility or certification (copy of certificate)
- vi. Psychiatrist or Nurse Practitioner NPI number
- vii. Current Virginia Medical or Nurse Practitioner license (copy of certificate)
- viii. Drug Enforcement Agency (DEA) registration (or the ability to obtain a DEA registration)
- ix. Malpractice insurance
- x. Malpractice history including pending or successful claims
- xi. Curriculum Vitae (CV) including a complete employment history and explanation of any gaps in employment. **The Agency reserves the right to conduct reference checks and background investigations on any potential Psychiatrist or Nurse Practitioner referred to this program.**
- xii. Previously successful or currently pending challenges to any licensure or any registration or voluntary relinquishment of such licensure/registration.
- xiii. Voluntary or involuntary termination of medical staff privileges or voluntary or involuntary limitation/reduction or loss of clinical privileges at a hospital or other employment site.
- xiv. Involvement in a professional liability action, present or past, and any final judgment or settlements of any such action.
- xv. Answers to the following questions (Yes, or No)
 - Suspension from government programs (Medicare, Medicaid, etc.)
 - Suspension or restriction of DEA registration
 - Felony conviction
 - Chronic or debilitating illness
 - History of alcohol or drug abuse
 - Three professional references (letters or contact information)

4. Duties:

a. The Psychiatrist or Nurse Practitioner, at a minimum, shall be expected to:

- i. Provide psychiatric/telepsychiatric services and/or telephone consultations as detailed herein except as otherwise mutually agreed upon by an amendment to the employment contract. Weekly scheduling shall consist initially of approximately two 8- hour clinics for a total of sixteen (16) hours per week, or based upon a schedule mutually agreed upon by the parties.

Genoa Psychiatrists or Nurse Practitioners will provide the services as noted above.

- ii. Psychiatrist or Nurse Practitioner shall be subject to supervision by the CSB Lead Psychiatrist or individuals designated to coordinate psychiatric services.

Genoa Psychiatrists or Nurse Practitioners will be subject to supervision by the CSB Lead Psychiatrist or individuals designated to coordinate psychiatric services.

- iii. Be available to consult with CSB staff by telephone during the scheduled weekly clinics including in the event that no patient is scheduled.

Genoa Psychiatrists or Nurse Practitioners will be available to consult with CSB staff by telephone

during the scheduled weekly clinics, including in the event that no patient is scheduled.

- iv. Perform full intakes/assessments and provide ongoing treatment (including responding to emergencies). Provide a complete psychiatric evaluation of new consumers referred for evaluation. Make treatment recommendations and prescribe psychotropic medications.
Genoa Psychiatrists or Nurse Practitioners will perform full intakes/assessments and provide ongoing treatment (including responding to emergencies).
- v. Obtain the written consent of the patient or legal guardian upon initial prescribing of, and verbal consent prior to renewal or and/or adjusting of any psychotropic medications.
Genoa Psychiatrists or Nurse Practitioners will obtain the written consent of the patient or legal guardian upon initial prescribing of, and verbal consent prior to renewal or and/or adjusting of any psychotropic medications.
- vi. Will complete documentation of patient assessments and treatment in the electronic medical record as applicable, within 24 hours.
Genoa Psychiatrists or Nurse Practitioners will complete documentation of patient assessments and treatment in the electronic medical record as applicable, within 24 hours.
- vii. Other duties as assigned.
Genoa Psychiatrists or Nurse Practitioners will complete other duties as assigned.

5. Conduct: Psychiatrists or Nurse Practitioners shall conduct themselves in a professional manner at all times and shall not behave in such a way as to disrupt the general management of CSB where assigned.

- a. Psychiatrist or Nurse Practitioner shall comply with all CSB regulations, administrative policies and procedures.
Genoa Psychiatrists or Nurse Practitioners will comply with all CSB regulations, administrative policies and procedures.
- b. Psychiatrist or Nurse Practitioner shall comply with instructions and requirements specified by CSB Lead Psychiatrist or individuals designated to coordinate Psychiatrist or Nurse Practitioner services.
Genoa Psychiatrists or Nurse Practitioners will comply with instructions and requirements specified by CSB Lead Psychiatrist or individuals designated to coordinate Psychiatrist or Nurse Practitioner services.
- c. Psychiatrist or Nurse Practitioner shall also conduct himself/herself in such manner that he/she will not be suspected of conflicts of interests or impropriety by accepting entertainment, gifts or favor of any kind or by any other action that would result in financial profit to himself/herself or which could influence or be interpreted as influencing the strict impartiality that must prevail in all business relationships where the public interest is involved.
Genoa Psychiatrists or Nurse Practitioners will conduct themselves as noted above.
- d. Psychiatrist or Nurse Practitioner shall disclose all potential/real conflicts of interest.
Genoa Psychiatrists or Nurse Practitioners will disclose all potential/real conflicts of interest.

6. Evaluation of “Placement Packages” by CSB:

- a. CSB reserves the right to conduct reference checks and background investigations on any Psychiatrist or Nurse Practitioner presented by the Contractor(s).

Genoa acknowledges that CSB reserves the right to conduct reference checks and background investigations on any Psychiatrist or Nurse Practitioner presented by the Contractor(s)
- b. CSB may interview and approve or disapprove any Psychiatrist or Nurse Practitioner supplied by the Contractor and shall have the right at any time to determine unacceptable any Psychiatrist or Nurse Practitioner supplied by the Contractor with or without cause. If termination is a result of causes related to conduct, communications problems, unsatisfactory job performance or conditions of inadequate credentials, the terminated Psychiatrist or Nurse Practitioner will be removed and replaced by the Contractor at no additional cost to the CSB.

Genoa acknowledges that CSB may interview and approve or disapprove any Psychiatrist or Nurse Practitioner supplied by the Contractor and shall have the right at any time to determine unacceptable any Psychiatrist or Nurse Practitioner supplied by the Contractor with or without cause. If termination is a result

of causes related to conduct, communications problems, unsatisfactory job performance or conditions of inadequate credentials, the terminated Psychiatrist or Nurse Practitioner will be removed and replaced by the Contractor at no additional cost to the CSB.

- c. In cases of below average job performance, the CSB and the Contractor may agree on a plan to address the performance issues, to include removal and replacement if interventions are not successful.

Genoa acknowledges that in cases of below average job performance, the CSB and the Contractor may agree on a plan to address the performance issues, to include removal and replacement if interventions are not successful.

- 7. **Comparison:** CSB will compare all placement packages received from the Contractors and determine the most appropriate Psychiatrist or Nurse Practitioner who meets the Purchasing Agency's needs.

Genoa acknowledges that CSB will compare all placement packages received from the Contractors and determine the most appropriate Psychiatrist or Nurse Practitioner who meets the Purchasing Agency's needs.

- 8. **CSB will make its decision** based upon information such as: 1) experience of the Psychiatrist or Nurse Practitioner; 2) references; 3) hourly rate; 4) availability of the Psychiatrist or Nurse Practitioner; and 5) other considerations.

Genoa acknowledges that CSB will make its decision based upon information such as: 1) experience of the Psychiatrist or Nurse Practitioner; 2) references; 3) hourly rate; 4) availability of the Psychiatrist or Nurse Practitioner; and 5) other considerations.

- 9. **Working Hours:** CSB will determine the working hours and must be included in the request for packages issued to all Contractors. The hours set in the request are the agreed upon hours in the assignment. Any change to these hours must be agreed to in writing by both parties.

Genoa acknowledges that CSB will determine the working hours and must be included in the request for packages issued to all Contractors. The hours set in the request are the agreed upon hours in the assignment. Any change to these hours must be agreed to in writing by both parties.

- 10. **Insurance:** The Contractor must offer evidence to CSB that any Psychiatrist or Nurse Practitioner referred by the Contractor is covered by Health Care Practitioner liability insurance which meets the minimum level under Section 8.01-581.15 of the Code of Virginia.

Genoa will offer evidence to CSB that any Psychiatrist or Nurse Practitioner referred by the Contractor is covered by Health Care Practitioner liability insurance which meets the minimum level under Section 8.01-581.15 of the Code of Virginia.

- 11. **Expenses due to cancellation:** Should any Psychiatrist or Nurse Practitioner cancel services after Contractor has confirmed the assignment and after review of credentials and acceptance/scheduling by CSB, the Contractor will reimburse the CSB for expenses associated with the credentialing and acceptance/scheduling. Contractor agrees to reimburse CSB for expenses limited to the following items, not to exceed \$100.00 per event: National Practitioner Data Base fees; AMA Profile fee.

Should any Genoa Psychiatrist or Nurse Practitioner cancel services after Contractor has confirmed the assignment and after review of credentials and acceptance/scheduling by CSB, the Contractor will reimburse the CSB for expenses associated with the credentialing and acceptance/scheduling. Contractor agrees to reimburse CSB for expenses limited to the following items, not to exceed \$100.00 per event: National Practitioner Data Base fees; AMA Profile fee.

- 12. **Orientation and Training:** The Contractor shall assure the Psychiatrist or Nurse Practitioner's availability, as CSB requires, for orientation and training in CSB's policies and procedures, rules and regulations. The Psychiatrist or Nurse Practitioner shall receive the hourly rate during orientation and training.

Genoa shall assure the Psychiatrist or Nurse Practitioner's availability, as CSB requires, for orientation and training in CSB's policies and procedures, rules and regulations. The Psychiatrist or Nurse Practitioner shall receive the hourly rate during orientation and training.

13. Contract Coordinator: The Contractor shall assign a Coordinator to handle and assist in any and all scheduling, billing and problem solving. The Coordinator shall be required to contact by phone CSB's identified contact for this contract. Contractor coordinators must be identified by the Contractor at the time of contract award and notify the Contract Officer within 5 days of any changes in Contractor's coordinators at any time during the contract period.

Genoa shall assign a Coordinator (Account Manager) to handle and assist in any and all scheduling, billing and problem solving. The Coordinator shall be required to contact by phone CSB's identified contact for this contract. Contractor coordinators must be identified by the Contractor at the time of contract award and notify the Contract Officer within 5 days of any changes in Contractor's coordinators at any time during the contract period.

14. Quality of Care: The Psychiatrist or Nurse Practitioner shall consistently make every effort to ensure quality care is being provided. Furthermore, he/she shall work toward providing efficient and effective care, supporting or contributing to cost containment initiatives established at the site of work.

The Genoa Psychiatrist or Nurse Practitioner shall consistently make every effort to ensure quality care is being provided. Furthermore, he/she shall work toward providing efficient and effective care, supporting or contributing to cost containment initiatives established at the site of work.

15. Cancellation without cause: In the event CSB cancels any assignment that is one (1) month or in duration any time after the first 3 days the assignment begins, but prior to the end of the scheduled assignment, CSB shall be required to provide the Psychiatrist or Nurse Practitioner and the Contractor two (2) weeks written notice of cancellation.

In the event CSB cancels any assignment that is one (1) month or in duration any time after the first 3 days the assignment begins, but prior to the end of the scheduled assignment, CSB shall be required to provide the Genoa Psychiatrist or Nurse Practitioner and the Contractor two (2) weeks written notice of cancellation.

RESPONSE TO PROPOSAL PREP & SUBMISSION: (B) SPECIFIC PROPOSAL INSTRUCTIONS:

1. Return the RFP Proposal Form and all addenda acknowledgments and attachments, if any, signed and filled out as required, along with any other specific items or data requested in the RFP.

PHARMACY AND TELEPSYCHIATRY RESPONSE:

Genoa will return the RFP Proposal Form and all addenda acknowledgements and attachments.

2. A written narrative statement to include:

- a. Background information about the Offeror including: its size, number of employees, and annual volume of business.

PHARMACY RESPONSE:

Please see INTRODUCTION TO OFFEROR in regards to pharmacy service.

TELEPSYCHIATRY RESPONSE:

Since 2011, Genoa Healthcare has leveraged Telepsychiatry Programs for more than 100 clinics in 35 states. Genoa Healthcare has served nearly 200,000 clients, 98% of whom have been covered by Medicaid. We currently have more than 3,300 providers in our community, including 171 qualified providers (MD/DO or APRN/PMHNP) to work in Virginia.

- b. Experience in providing the services described herein.

PHARAMCY RESPONSE:

Since 2002, Genoa has been providing pharmacy services to the behavioral health community. Currently we serve 800,000 consumers through 456 on-site pharmacies across 47 states and the District of Columbia (see Exhibit A for a list of our current locations). While Genoa has 456 pharmacies, 16 of those are located in Virginia. Genoa has been the on-site pharmacy vendor of choice for CSBs since 2010 when we opened our first pharmacy with Fairfax County after the award of their RFP for Pharmacy Services. Through these pharmacies, Genoa has provided pharmacy services to over 800,000 consumers with mental illness and developmental disabilities annually across the nation. All of Genoa's pharmacy operations provide customized pharmacy services based on the individual needs of each partner and consumer.

Genoa also provides several other services that are in keeping with the paramount goal of ensuring that any consumer suffering from mental illness be allowed the tools and support to receive the best care possible. First, Genoa operates a telepsychiatry service that matches physicians and nurse practitioners with agencies that are in need of prescribers to meet the needs of their consumers. In a field where the number of psychiatric prescribers is declining, telepsychiatry is essential for continuity of care so that consumers don't suffer any treatment gaps. Second, Genoa houses a Medication Management Services (MMS) division. Genoa MMS receives "complex case referrals" as identified and determined by third party payers. Insurance companies have deemed these individuals at great risk regarding unmanaged comorbidities, complex medication profiles, poor medication adherence, frequent hospitalizations, etc. Because of Genoa's extraordinary and specialized services, third party payers refer these consumers to the Genoa MMS division and our provider team then researches each individual case thoroughly in an attempt to coordinate care at a Genoa pharmacy (or other specialty pharmacy as requested by the consumer) that is geographically convenient for the consumer.

TELEPSYCHIATRY RESPONSE:

Our mission is to provide high-quality care to the most underserved populations, and over 98% of our users are Medicaid beneficiaries. We serve nearly 200,000 clients annually and have programs in 35 states (including VA). Our typical consumers reside in rural and low-income communities which lack adequate care and access to psychiatric services. The majority of consumers we serve

suffer from one or more disabling serious mental health and addiction conditions (typically schizophrenia, bipolar disorder, PTSD, severe depression, and substance use), and we serve people across a continuum of care (from outpatient, inpatient, ACT teams, to most severe). We recruit, train and manage psychiatric providers for Community Mental Health Service Centers/Community Service Boards (CSB) that service these populations, and we increase Medicaid member engagement by implementing Telepsychiatry directly into the CSB's which members visit. The results have been impressive, with an average client satisfaction score of 4.8 out of 5.0.

c. Approach to providing the service.

PHARMACY RESPONSE:

Genoa welcomes any partnership opportunity with VACSBs. For CSBs interested in utilizing Genoa services, we would begin by having the CSB complete a feasibility analysis to determine which Genoa pharmacy service would best suit their need. Genoa's pharmacy service options for qualifying CSBs are on-site pharmacy, Consumer Medication Coordinators (CMCs) or Central Fill service. Determination for pharmacy service is decided upon after Genoa conducts a feasibility analysis with the CSB.

In addition to operating full-service onsite pharmacies in Virginia, Genoa will staff Consumer Medication Coordinators (CMCs) onsite in additional sites that are interested and meet the feasibility threshold. It is Genoa's philosophy that having a dedicated pharmacy staff person onsite will improve communication between the Genoa pharmacy and the CSB and improved communication will result in more cost effective care for the CSB consumer.

- The CMC is an employee of the Genoa pharmacy who has been assigned to work as a pharmacy liaison within a specified CSB
- The primary responsibility of the CMC is to ensure a smooth and seamless medication distribution process
- Typically a minimum of 150-200 dedicated consumers are required to utilize a Consumer Medication Coordinator. The CMC can spend time helping consumers and staff of multiple sites with scheduled hours at each site. There is no cost to CSB for the CMC
- The CMC will have a work station at the assigned CSB location. The work station may include a computer with secured network to pharmacy records and email, secure fax machine, telephone, and printer; Genoa covers these costs.

TELEPSYCHIATRY RESPONSE:

The primary value we bring is our ability to address the most significant bottleneck to psychiatric care in VA, which is a shortage of psychiatric doctors and psychiatric nurse practitioner providers. Genoa brings in a large network of VA-licensed providers, from out of state and occasionally from different parts of the state where shortages are not as acute. Currently, we have 199 VA-licensed providers in our community.

The second benefit of our model, and how we differentiate ourselves from our competitors, is that we focus first and foremost on making the most appropriate matches between providers and clinics. In order to find a good match, we look for compatibility with patient populations, clinical workflows, and treatment protocols. We do this by leveraging our national scale, our rigorous provider matching process, and our ongoing operations support.

The third benefit of our model is how we integrate into existing support services that clients are utilizing, such as case management services, at Community Mental Health Centers. Clients access our services from the same location they are receiving other support services.

The clients are then connected with their provider through our HIPAA compliant browser-based Telepsychiatry platform. Services are delivered onsite, at a familiar environment where clients feel comfortable and can be supervised by clinic staff. Rather than using traditional in-person services,

many clients prefer using our model to receive treatment through videoconferencing. Sessions are scheduled within days, eliminating the need to refer clients away to a psychiatrist nearby (who may be located hours away, as is the case in many areas of Virginia) and then wait several months for an initial appointment. Our psychiatrists are able to prescribe all psychotropic medications for clients seen virtually. Schedule II through Schedule V controlled medications can be prescribed, as well. Our providers write and sign the prescription, which is then sent directly to the clinic/on-site Genoa pharmacy. Clients pick up their prescription at their preferred pharmacy or at the on-site Genoa pharmacy. Alternatively, with our ePrescribe feature, psychiatrists and psychiatric nurse practitioners can electronically fill and send prescriptions directly to their client's pharmacy of choice.

Using Telepsychiatry, individuals who would otherwise do without mental health care can now receive treatment. Genoa's model is an evidence-based, sustainable solution to increase member engagement.

Specific tools that we include in our service are the following:

- Provider training to ensure optimal webside manner
- Monthly operational reviews with providers and clinic care team
- Quarterly executive business reviews with clinic senior management
- Supported mobile care delivery (if DBHDS is interested in a direct-to-consumer model for home-based services)
- Examples of our utilization management reports (to increase program efficiency) and client satisfaction survey can be found here:

https://docs.google.com/presentation/d/e/2PACX-1vQv6Ffe6qE6_gwFOg6ziG5R4ZL9py5mZhhw288swB7IRDe0KMg2aqRtXUxcQA8YBoAXPY12md-fJ0hw/pub?start=false&loop=false&delayms=3000

Technology demo: <https://vimeo.com/157785100> (password: GT)

d. Names, qualifications and experience of personnel to be assigned to the project.

PHARMACY RESPONSE:

Please see Exhibit B.

TELEPSYCHIATRY RESPONSE:

Taylor Gibbons joined Genoa Healthcare in early 2018. Taylor has worked with mental health and addiction for over 10 years in the non-profit, harm reduction, and medication assisted therapy (MAT) areas. Taylor has his Bachelor of Science and Human Services with a specialty in Chemical Dependency Counseling. Taylor is currently completing his MPH/MBA at Southern New Hampshire University. Taylor is passionate about working with underserved populations at local CSBs in Virginia and expanding access to care. Taylor takes pride in facilitating quality care by placing psychiatric providers at clinics in need, and helping to decrease the stigma attached to mental illness and addiction, as well as decreasing the wait times for clients who access services at the CSB's.

Resumes of staff/personnel who are to be assigned to this contract will be provided, upon award of the RFP, and those who help in facilitating matching providers with clinics. This provider will be able to fulfill all requests, requirements, and asks of DBHDS CSS via Telepsychiatry. The Tele-Psychiatrists or Tele-Nurse Practitioners will be able to provide psychiatric care, including the evaluation and treatment of any and all referred clients. The Psychiatrist will have completed an approved residency program and be board certified or eligible by the American Board of Psychiatry and Neurology and/or a similar approved board certification. The Nurse Practitioner will have completed an educational program from an institution accredited by the Commission on Collegiate Nursing Education (CCNE) with successful completion of, at a minimum, a Master's degree in psychiatric or mental health nursing and preferably be board certified by the American Nurses

Credentialing Center (ANCC) as a Psychiatric Mental Health Nurse Practitioner (PMHNP-BC). Any services rendered will be consistent with any other relevant policies, guidelines, and standards as determined by DBHDS CSS.

Included in this the Tele-Psychiatrist or Tele-Nurse Practitioner shall be free from any mental or physical impairments which would restrict the individual from performing the services required. The provider will be able to speak, understand, read and write the English language fluently. The provider will hold a current certification in Basic Life Support (BLS) and/or Advanced Cardiac Life Support (ACLS). The provider will possess the required qualification/elements to be privileged and/or credentialed in accordance with the ordering facility's guidelines and procedures. Any of the Psychiatrist or Nurse Practitioner's presented to DBHDS CSS will possess all of the credentials/qualifications required and will comply with all requests from the Facility Director or designee of the ordering agency.

Genoa Healthcare Telepsychiatry staff members that will support this program include: one Clinic Partnership Manager (Taylor Gibbons), one Physician Partnership Manager, one Implementation Manager, one Account Manager, and two IT support staff. Most staff are located in New York City, New York. Genoa Healthcare has a dedicated Account Management team to address all customer service issues. After the telepsychiatry program goes live in the clinic, Account Managers work to improve clinic satisfaction and patient outcomes, as well as to strengthen relationships between clinics and providers. Account Managers utilize Electronic Medical Records (EMR) analytics to track clinical outcomes, fully utilize provider's availability, and optimize scheduling and reimbursement. The team is available to address immediate/emergent issues within 15 minutes of submitting a ticket online or 24 hours for general issues. The Account Managers are available Monday through Friday 9am - 5pm (EST).

3. Specific plans for providing the proposed services including:

- a. Provide a plan of operation to achieve the objectives as defined in Section II: Background and Section III: Statement of Needs.**

PHARMACY RESPONSE:

Please see Section IV: PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS B. SPECIFIC PROPOSAL INSTRUCTIONS #2. C

TELEPSYCHIATRY RESPONSE:

Genoa Healthcare recruits, trains, and manages psychiatric providers for community mental health centers. Genoa Healthcare uses a thorough process to ensure provider fit and quality care. The first step in kicking off a Genoa Healthcare Telepsychiatry program is the matching process. This begins with our Clinic Partnership Manager interviewing the clinic staff to understand their specific needs and create a Clinic Profile. Our Provider Partnerships team then matches the Clinic Profile with providers in our community, taking time to ensure the best possible fit.

The matching timeline is as follows:

- Create and finalize Clinic Profile (1 week)
- Identify providers in the Genoa community (1 week)
- Genoa optimizes clinical and cultural fit (1 week)
- Conduct Matching Call (1-2 weeks)
- Match clinic and provider (total 4-5 weeks)

Once a clinic and provider have been matched, our Implementation Team will coordinate and manage the onboarding process.

- Kick-off call (1-2 weeks)
 - Credentialing and privileging (4-12 weeks)
 - Establish norms and workflow (1-2 weeks)
 - Training and dry run (1 week)
 - Go live (total 7-15 weeks from match)
- b. Provide a plan including a narrative and timeline for transition of services which must take into account the following factors: minimal disruption of continuity of services for consumers and the timeframe in which the new service provider can assume contractual obligations. In addition, the Contractor shall:
- Describe pharmacist support by phone (response time, days / hours available).

PHARMACY AND TELEPSYCHIATRY RESPONSE:

Please see Section III. SCOPE OF WORK B. REQUIREMENTS #21

- Describe dispensing system and its compliance with State and Federal laws.

PHARMACY AND TELEPSYCHIATRY RESPONSE:

Genoa pharmacy uses Prodigy for our pharmacy dispensing system. The system records consumer demographic information, such as name, date of birth, address, contact information, and applicable insurance. The pharmacy software also maintains dispensing data and history, consumer allergies, monitors drug interactions, shows duplicate therapies and any minor and major contraindications. Medications that are part of the consumer profile will include adjudicated and non-adjudicated prescription, over-the-counter (OTC), sample, and Patient Assistance Program (PAP) medications. This information is also made available to Telecare Corporation via Genoa Online, detailed below. Genoa complies with all State and Federal laws.

- Describe record keeping system and its compliance with State and Federal laws.

PHARMACY RESPONSES:

Genoa maintains both an electronic and hard copy prescription record keeping system in compliance with State and Federal pharmacy laws as well as third party requirements (i.e. Medicare and Medicaid). Any hard copies are kept either within the pharmacy or in a locked space only accessible by Genoa that allows the hard copies to be readily retrievable. These hard copies are maintained for a minimum number of years, as dictated by the longest time period required by any entity with whom we transact. For example, State regulations may require us to maintain hard copies for a period of five years but Medicare may have the option to request a prescription audit for up to ten years. In this instance, we would maintain hard copy records for a minimum of ten years to satisfy all parties. Electronic records are backed up and securely stored via our IT division as required by State, Federal and third party regulations.

TELEPSYCHIATRY RESPONSE:

Data integration with clients is simple and efficient because our providers are documenting directly into the clinics' EHR and all of the data exists in one central location. Although we provide our partners with an option to use our EHR tools, a majority of them continue to rely on their existing EHR to maintain continuity of care and consistency of documentation across members. Providers and clinics are also able to share and review client data during "care team

huddles”, which can occur on a weekly, bi-weekly or monthly basis. Our software has built-in tools, such as patient appointment reminders, which can increase integration and engagement with members. Despite the varied EHR platforms, Genoa has access to patient-level data across its clinics throughout the country. Plans as well as providers have access to our platform. Clients’ claims are usually processed through our clinic partners although we process claims when we contract directly with plans.

- **Describe assistance provided with inventory management and statistical reports regarding volume and prescribing practices.**

PHARMACY RESPONSE:

Genoa is contracted with a medication wholesaler to receive a medication order every business day during operating hours, excluding times when the pharmacy is closed (i.e. holidays). This frequent daily delivery allows our pharmacies to keep inventories at low levels and allows us to order and receive a medication that may not be in stock within 24 hours. Every Genoa pharmacy team must also perform a quarterly inventory of all medications in the pharmacy. This practice allows us to keep a tight control on inventory and identify the appropriate levels of medications to keep on hand. This practice goes well above and beyond what is required by State and Federal regulations. Additionally, various inventory reports are run regularly to identify “dead” stock as well as medications that may be used more frequently due to prescriber habits, allowing us to increase our on-hand stock for those items.

TELEPSYCHIATRY RESPONSE:

Outcomes tracked by partner clinics can be accessed and leveraged for quality improvement. Genoa Telepsychiatry is also often embedded in clinics with a Genoa pharmacy. These pharmacies not only track their own outcome metrics, but also utilize a patented medication dispensing system that has been shown to increase medication adherence, and as a result reduce hospital admission and readmissions. The telepsychiatry team is developing an independent outcomes metrics tracking system that will aggregate client data across all sites nationally. Currently, we track patient satisfaction, Net Promoter Scores, utilization and other important patient data. We currently have a patient satisfaction score of 4.8 out of 5, and 83% of patients return for follow-up visits.

- **Identify patient education materials and information sheets to be provided.**

PHARMACY RESPONSE:

Genoa staff will offer medication counseling to every consumer when they visit the pharmacy to receive their prescription(s). Additionally, Genoa distributes accompanying drug monographs on paper with every dispensed prescription. Should the individual legally picking up the medications not be the individual to whom the medications are prescribed (i.e. a case manager delivering medications to a home bound ACT consumer), we will provide a note with their medications listing the pharmacy phone number and with the offer of medication counseling. Currently, our drug monographs can be printed in English and Spanish and we are working on a platform to offer more languages in the future. Should a consumer be hearing-impaired or visually-impaired, Genoa will appropriately tailor medication counseling. Additionally, if a consumer speaks limited or no English, Genoa has phone access to a pharmacist database who can offer medication counseling in over 30 languages.

TELEPSYCHIATRY RESPONSE:

We can provide patient education materials which are telepsychiatry-specific, as well as various 1-pagers in digital/physical form.

- **Define minimum purchase requirements compatible with current estimated volume.**

PHARMACY RESPONSE:

Before Genoa opens a pharmacy, we obtain a 30 to 90-day prescribing history from our partner agency. This allows us to identify the common medications prescribed by facility staff, as well as frequency. Thus, when we open, we will be stocked with the majority of medications that our partner agency prescribers prefer. As we grow and better learn the prescriber's habits and preferences, we will tweak our "formulary". Also, by receiving a medication delivery from our wholesaler on every operating business day, we are able to obtain special or uncommon medications within 24 hours. Additionally, Genoa has an agreement with our wholesaler to maintain an order percentage of contracted brands, allowing us to receive medications at the lowest price possible and pass those savings to our consumers.

TELEPSYCHIATRY RESPONSE:

The only hardware requirement to set up our technology is a computer with a built-in camera and speaker. The only software requirement is a 5 MBPS internet connection and browser.

- **Identify space requirements.**

PHARMACY RESPONSE:

For CSBs that qualify for on-site pharmacy, the space requirements are between 300 to 500 square feet. For CSBs that qualify for Consumer Medication Coordinators, a small office space range from 50-100 square feet is desired.

TELEPSYCHIATRY RESPONSE:

Patients visit their local clinic where they are set up in a private room with a computer and video camera. They are then connected with their providers through our browser-based telepsychiatry platform. Services are delivered onsite, at a familiar environment where patients feel comfortable and can be supervised by clinic staff.

- **Identify any potential for revenue for the CSB.**

PHARMACY RESPONSE:

Genoa owns and operates all of their locations and there is no revenue sharing with the CSB. Genoa works in partnership with each CSB to promote cost savings by making life easier for our partner staff by providing relief for many pharmacy-related duties such as Prior Authorization and Patient Assistance Program paperwork.

TELEPSYCHIATRY RESPONSE:

Telepsychiatry can be a revenue lift for an organization specifically in VA. Each Telepsychiatry session performed generates two billable codes. One code for the regular visit, depending on the type of visit. All payors reimburse at the same rates as in-person services. For the originating site fee (Q3014), clinics can receive up to \$25 per client encounter for Medicaid and up to \$26 per encounter for Medicare encounters. By increasing access to providers, members have greater rates of consultations and follow ups, which in turn reduces hospital admissions/readmissions, inpatient utilization and the overall cost on the healthcare system (<https://ehrintelligence.com/news/va-reduces-admissions-by-35-due-to-telemedicine-services>). Average healthcare costs have been shown to decrease after the administration of telemedicine services (<https://www.liebertpub.com/doi/10.1089/tmj.2014.0067>). Quality measures put in place by Genoa pharmacies, when available, further address medication adherence which also contributes to cost savings. Patients using pharmacies integrated within Community Mental Health Centers had higher medication adherence rates, lower rates of hospitalization, and lower ED use than those filling their prescriptions at community pharmacies. These results were associated with a cost savings of \$58 per member per month. (<https://www.jmcp.org/doi/pdf/10.18553/jmcp.2016.16004>).

Our work with Medicaid-covered patients in rural Mississippi was recently published by the American Psychological Association (<https://psycnet.apa.org/record/2019-06780-003?doi=1>).

Patients receiving telepsychiatry services were seen 8 days faster (16.4 days vs. 24 days) and were 34% more likely to have 1+ patient encounter per month (67% vs. 50.3% of patients) than those who were just receiving in-person services.

- Describe the return policy.

PHARMACY SERVICES:

Please see Section III. SCOPE OF WORK B. REQUIREMENTS #15

TELEPSYCHIATRY RESPONSE:

Clinics have a 60-day commitment and can discontinue services after this commitment ends, if necessary.

- Address the question of expiration dates on medications purchased.

Note: DBHDS/CSS prefers medications that have an expiration date of one year or greater.

PHARMACY AND TELEPSYCHIATRY RESPONSE:

Genoa performs regular medication expiration date checks. Any medication with an expiration date of less than 90 days will be removed from the shelf and either returned to a reverse distributor for partial credit or destroyed per State and Federal guidelines. We can certainly implement an ordering system to best accommodate DBHDS/CSS preferences, assuming that medications with an expiration date of greater than one year are available. There are instances when certain medications, especially refrigerated items, may not be available for purchase with a shelf life of greater than one year.

- c. Describe the specific features that distinguish the Offeror from other Offerors in the field and state how the Offeror evaluates the effectiveness of its services.

PHARMACY RESPONSE:

Today, Genoa is recognized as the nation's leading provider of specialized pharmacy services for the mental health community. Genoa is partnered with 11 VACSBs and has several Consumer Medications Coordinators throughout the State. With the award of the Fairfax RFP in 2010 and then again in 2016, we have continued to serve the VACSB staff and consumers with quality pharmacy service while helping to increase medication adherence adherences.

TELEPSYCHIATRY RESPONSE:

We have a robust process to ensure the right fit between our clinics and providers. This is what separates us from our competitors; a thoughtful, thorough process to ensure long-term, sustainable relationships with improved clinical outcomes. First, we identify highly qualified providers in our community. We have the largest outpatient telepsychiatry provider community in the country. After identifying a provider, we search for clinical and cultural fits, based on the needs of each particular clinic. We then conduct phone and video interviews to assess levels of experience and technological competencies. A matching call between clinic and provider is then conducted to ensure compatibility and long-term success. Once this process is complete, our implementations team initiates a live telepsychiatry program. Unlike many of our competitors, our account management team offers ongoing support after going live to ensure a smooth, stable experience for our clients, providers and clinics.

- d. Describe the Offeror's method for dealing with problems and complaints presented by the Department of Behavioral Health and Developmental Services employees detailing at what point the problem would escalate to the next level of supervision/management.

PHARMACY RESPONSE:

Each Genoa pharmacy will have a pharmacist on-site which is Genoa's Site Manager. The Site

Manager will be the day-to-day contact person for the CSB should any issues or concerns arise. The Site Manager reports to Genoa's Director of Operations who can also be contacted by the CSB should issues need to be escalated. Should further action need to be taken by the CSB or Department of Behavioral Health and Developmental Services employee, please reference the EXBHIT B: GENOA'S ORGANIZATION CHART.

TELEPSYCHIATRY RESPONSE:

Our account management team offers on-demand technical support to all users through ZenDesk management during business hours. We help troubleshoot any Tier 2 issues that may arise during the set up or use of the platform, as well as any ongoing technical issues.

For larger accounts where customers want to loop in their own technical support resources, we also provide training for your IT staff to support our platform.

Genoa Healthcare Telepsychiatry staff members that will support this program include: one Clinic Partnership Manager (Taylor Gibbons), one Physician Partnership Manager, one Implementation Manager, one Account Manager, and two IT support staff. Most staff are located in New York City, New York. Genoa Healthcare has a dedicated Account Management team to address all customer service issues. After the telepsychiatry program goes live in the clinic, Account Managers work to improve clinic satisfaction and patient outcomes, as well as to strengthen relationships between clinics and providers. Account Managers utilize EMR analytics to track clinical outcomes, fully utilize provider's availability, and optimize scheduling and reimbursement. The team is available to address immediate/emergent issues within 15 minutes of submitting a ticket online or 24 hours for general issues. The Account Managers are available Monday through Friday 9am - 5pm (EST).

- e. **Time frame for completion (if not otherwise specified by the Agency in the Statement of Needs).**

PHARMACY RESPONSE:

Please reference **Exhibit H: ROADMAP TO SALES PHASE.**

TELEPSYCHIATRY RESPONSE:

The matching timeline is as follows:

- Create and finalize Clinic Profile (1 week)
- Identify providers in the Genoa community (1 week)
- Genoa optimizes clinical and cultural fit (1 week)
- Conduct Matching Call (1-2 weeks)
- Match clinic and provider (total 4-5 weeks)

Once a clinic and provider have been matched, our Implementation Team will coordinate and manage the onboarding process.

- Kick-off call (1-2 weeks)
- Credentialing and privileging (4-12 weeks)
- Establish norms and workflow (1-2 weeks)
- Training and dry run (1 week)
- Go live (total 7-15 weeks from match)

4. **Provide a copy of the Offeror's most recent independently audited financial statements.**

PHARMACY AND TELEPSYCHIATRY RESPONSE:

Genoa Healthcare operates under its parent company UnitedHealth Group, ticker symbol UHG. Their full SEC filing is found at the following link, with the audited financial statements starting at page 51. OptumRx is owned by Optum, which is owned by UHG. Financial information for Optum and OptumRx are included in this filing.

<https://www.unitedhealthgroup.com/content/dam/UHG/PDF/investors/2017/UNH-Q4-2017-Form-10-K.pdf>

5. **Verify the Offeror's acceptance of the General Terms and Conditions and Special Terms and Conditions that are detailed in this RFP.**

PHARMACY AND TELEPSYCHIATRY RESPONSE:

Genoa's response to this RFP verifies our acceptance of the General Terms and Conditions outlined in this RFP.

6. **Provide a minimum of four references from clients comparable to the Department of Behavioral Health and Developmental Services.**

PHARMACY RESPONSE:

Danville-Pittsylvania CSB

James Bebeau

Executive Director

jbebeau@dpcs.org

(434) 799-4261

Fairfax-Falls Church CSB

Dr. Colton Hand

Medical Director

Colton.hand@fairfaxcounty.gov

(703) 207-7831

Northwestern CSB

Mark Gleason

Chief Operations Officer

mgleason@nwcsb.com

(540) 636-4250

Rappahannock Area CSB

Jane Yaun

Executive Director

jyaun@rappahannockareacsb.com

(540) 940-2308

TELEPSYCHIATRY RESPONSE:

Rappahannock-Rapidan CSB

Ms. Ryan Banks

LPC/Director Clinical Services

(540) 825-3100, ext. 3008

rbanks@rrcsb.org

Crossroads CSB

Kathy Easter

Patient Coordinator, RN

(434) 392-6455 X819

keaster@crossroadscsb.org

Northwestern CSB

Nickie Wheeler

Chief Clinical Program Manager

(540) 636-4250 ext 2236

Burrell Behavioral Health
Jeanne Harmon
BSN, RN/Director of Nursing
(573) 777-8472
jean.harmon@burrellcenter.com

7. Small Business Subcontracting Plan – Summarize the planned utilization of DSBSD-certified small businesses under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless no subcontracting opportunities exist (see Attachment A).
8. State Corporation Commission Form: Required of all offerors pursuant to Title 13.1 or Title 50 (see Attachment G).

VII. GENERAL TERMS AND CONDITIONS:

- A. **VENDORS MANUAL:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their (bids/proposals), (bidders/offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.
- e. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.

2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

D. ETHICS IN PUBLIC CONTRACTING: By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: Applicable for all contracts over \$10,000: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986. y entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.

F. DEBARMENT STATUS: By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation, Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.

G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IEBs AND REPs: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by

case basis, in its sole discretion, whether to reject such a proposal.

I. CLARIFICATION OF TERMS: If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. PAYMENT:

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be resolved in accordance with *Code of Virginia*, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the Commonwealth shall notify the contractor of defects or improprieties in invoices within fifteen (15) days as required in *Code of Virginia*, § 2.2-4351. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. Within seven (7) days of the contractor's receipt of payment from the Commonwealth, a contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a

subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWaM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWaM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

K. PRECEDENCE OF TERMS: The following General Terms and Conditions *VENDORS MANUAL, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT* shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

L. QUALIFICATIONS OF (BIDDERS/OFFERORS): The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect (bidder's/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the Commonwealth that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of

the following methods:

- a. By mutual agreement between the parties in writing; or
- b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
- c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

- P. DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

If sales or deliveries against the contract are not exempt, the contractor shall be responsible for the payment of such taxes unless the tax law specifically imposes the tax upon the buying entity and prohibits the contractor from offering a tax-included price.

- R. USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offers) to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The (bidder/offeror) is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the (bidder/offeror) clearly indicates in its (bid/proposal) that the product offered is an equivalent product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.
- S. TRANSPORTATION AND PACKAGING:** By submitting their (bids/proposals), all (bidders/offers) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise

specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

- T. INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)

Profession/Service

Limits

Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos Design, Inspection or Abatement	
Contractors	\$1,000,000 per occurrence, \$3,000,000 aggregate
Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.)	\$2,250,000 per occurrence, \$4,250,000 aggregate (Limits

increase each July 1 through fiscal year 2031 per *Code of Virginia* § 8.01-581.15.)

Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate
Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate

- U. ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA VBO (www.eva.virginia.gov) for a minimum of 10 days.

- V. DRUG-FREE WORKPLACE:** Applicable for all contracts over \$10,000:

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for

employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

W. NONDISCRIMINATION OF CONTRACTORS: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

X. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS: The eVA Internet electronic procurement solution, web site portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

- a. For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:
 - (i) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.
- b. Refer to Special Term and Condition "eVA Orders and Contracts" to identify the number of purchase orders that will be issued as a result of this solicitation/contract with the eVA transaction fee specified above assessed for each order.

For orders issued prior to July 1, 2014, the vendor transaction fees can be found at www.eVA.virginia.gov.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, typically within 60 days of the order issue date. Any adjustments (increases/decreases) will be handled through purchase order changes.

Effective December 1, 2014, all vendors are required to register in eVA in order to get paid by the Commonwealth of Virginia. Governmental entities that register in eVA will not get charged eVA fees for orders from the DBHDS since the DBHDS will key such orders into eVA using eVA PO Category XO2. The Virginia Department of General Services does not charge either party an eVA fee if an order is created using eVA PO Category XO2.

Y. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent that the legislature has appropriated funds that are legally available or may hereafter become legally available for the purpose of this agreement.

Z. **SET-ASIDES IN ACCORDANCE WITH THE SMALL BUSINESS ENHANCEMENT AWARD PRIORITY:** This solicitation is set-aside for award priority to DSBSD-certified micro businesses or small businesses when designated as “Micro Business Set-Aside Award Priority” or “Small Business Set-Aside Award Priority” accordingly in the solicitation. DSBSD-certified micro businesses or small businesses also include DSBSD-certified women-owned and minority-owned businesses when they have received the DSBSD small business certification. For purposes of award, bidders/offers shall be deemed micro businesses or small businesses if and only if they are certified as such by DSBSD on the due date for receipt of bids/proposals.

AA. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders/offers shall state bid/offer prices in US dollars.

BB. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized

as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

RESPONSE:

Offerer/Genoa acknowledges and agrees to the General Terms and Conditions listed in Section VII above.

VIII: SPECIAL TERMS AND CONDITIONS:

- A. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- B. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may also be terminated by the contractor, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- C. **eVA ORDERS AND CONTRACTS:** The solicitation/contract will result in multiple purchase order(s) with the applicable eVA transaction fee assessed for each order.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be

City, State, Zip Code

RFP Title

DSBSD-certified Micro Business or Small Business No. _____

Name of Contract/Purchase Officer or Buyer Mary RBrown

F. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. It is the goal of the Commonwealth that 42% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All bidders/offerors are required to submit a Small Business Subcontracting Plan. Unless the bidder/offeror is registered as a DSBSD-certified small business and where it is not practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall include DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD small business certification. No bidder/offeror or subcontractor shall be considered a small business unless certified as such by the Department of Small Business and Supplier Diversity (DSBSD) by the due date for receipt of bids or proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DSBSD certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.

Each prime contractor who wins an award in which a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution on a **Quarterly** basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. Upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the DSBSD certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies for non-compliance to include, but not be limited to, termination for default.

Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution on a **Quarterly** basis, information on use of subcontractors that are not DSBSD-certified small businesses. Upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, and type of product or service provided.

2. If the contractor intends to subcontract work as part of its performance under this contract, the contractor shall include in the proposal a plan to subcontract to small, women-owned, minority-owned, and service disabled veteran-owned businesses.”

G. PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

H. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

I. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The contractor **assures** that information and data obtained as to personal facts and circumstances related to consumers or clients will be collected and held confidential, during and following the term of this agreement, and unless disclosure is required pursuant to court order, subpoena or other regulatory authority, will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

J. CONTINUITY OF SERVICES:

1. The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:
 - a) To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
 - b) To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
 - c) That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
2. The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.
3. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

K. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: Pursuant to Code of Virginia,

§2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder or offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

L. E-VERIFY PROGRAM: EFFECTIVE 12/1/13. Pursuant to *Code of Virginia*, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization

of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.

VIII METHOD OF PAYMENT:

- A. The Contractor will be paid monthly within 30 days of receipt of a valid invoice for all goods received or services provided during the previous month. All invoices must include the unique contract and/or purchase order number. Failure to include required elements from the invoices may result in the invoice being returned for correction. The Contractor *shall submit separate invoices to each DBHDS facility* by the 10th day of the month following the month in which services were rendered.
- B. Payment:
 - 1. For valid invoices that exceed \$5,000, payment shall be made within thirty (30) days of receipt of a valid invoice for all services provided by check. Charge card transaction fees shall not be applied to any invoice issued to the Commonwealth.
 - 2. For valid invoices in the amount of \$5,000.00 or less, payment may be made by check, EDI payment, Commonwealth of Virginia's Small Purchase Charge Card Gold Card. Charge card transaction fees shall not be applied to any invoice issued to the Commonwealth.

RESPONSE:

Offerer/Genoa acknowledges and agrees to the Special Terms and Conditions listed above in section VIII.

ATTACHMENT A: SMALL BUSINESS SUBCONTRACTING PLAN

It is the goal of the Commonwealth that more than 42% of its purchases be made from small businesses. All potential bidders are required to submit a Small Business Subcontracting Plan.

Small Business: "Small business (including micro)" means a business which holds a certification as such by the Virginia Department of Small Business and Supplier Diversity (DSBSD) on the due date for proposals. This shall also include DSBSD-certified women- and minority-owned businesses, and businesses with DSBSD service disabled veteran-owned status when they also hold a DSBSD certification as a small business on the proposal due date. Currently, DSBSD offers small business certification and micro business designation to firms that qualify under the definitions below.

Certification applications are available through DSBSD online at www.DSBSD.virginia.gov (Customer Service).

Offeror Name: Genoa Healthcare

Preparer Name: Sally Jackson, Site Development Director **Date:** March 20, 2019

Instructions

- A. If you are certified by the DSBSD as a micro/small business, complete only Section A of this form. This includes but is not limited to DSBSD-certified women-owned and minority-owned businesses when they have also received DSBSD small business certification.
- B. If you are not a DSBSD-certified small business, complete Section B of this form. For the offeror to receive credit for the small business subcontracting plan evaluation criteria, the offeror shall identify the portions of the contract that will be subcontracted to DSBSD-certified small business for the initial contract period in Section B.

Offerors which are small businesses themselves will receive the maximum available points for the small business participation plan evaluation criterion, and do not have any further subcontracting requirements.

Offerors which are not certified small businesses will be assigned points based on proposed expenditures with DSBSD-certified small businesses for the initial contract period in relation to the offeror’s total price for the initial contract period.

Points will be assigned based on each offeror’s proposed subcontracting expenditures with DSBSD certified small businesses for the initial contract period as indicated in Section B in relation to the offeror’s total price.

Section A

If your firm is certified by the Department of Small Business and Supplier Diversity (DSBSD), provide your certification number and the date of certification):

Certification number: n/a Certification Date: _____

Section B

Populate the table below to show your firm's plans for utilization of DSBSD-certified small businesses in the performance of this contract for the initial contract period in relation to the bidder’s total price for the initial contract period. Certified small businesses include but are not limited to DSBSD-certified women-owned and minority-owned businesses that have also received the DSBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc. It is important to note that these proposed participation will be incorporated into the subsequent contract and will be a requirement of the contract. Failure to obtain the proposed participation percentages may result in breach of the contract.

B. Plans for Utilization of DSBSD-Certified Small Businesses for this Procurement

Micro/Small Business Name & Address DSBSD Certificate #	Status if Micro/Small Business is also: Women (W), Minority (M), or DSBSD Service Disabled Veteran-Owned	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract	Planned Contract Dollars During Initial Period of the Contract (\$ or %)
Not applicable					
Totals \$	0	0	0	0	0

IMPORTANT: THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE.

ATTACHMENT B: OFFEROR'S DATA SHEET

- QUALIFICATIONS OF OFFEROR:** The Offeror must have the capability and capacity in all respects in order to fully satisfy all of the contractual requirements.
- YEARS IN BUSINESS:** Indicate the length of time you have been in business providing this type of service:
17 years 0 months.
- REFERENCES:** Offerors shall provide a list of at least four recent references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number.

ORGANIZATION	ADDRESS	CONTACT PERSON	TELEPHONE
1.			
2.			
3.			
4.			

Listed on #6, page 35

- Offeror name, phone number and State and date of incorporation. If not a corporation, state the type of business organization, names and addresses of owners, address and phone number of principal place of business, date business began and State in which organized:

Genoa Healthcare, LLC, incorporated in Pennsylvania

- Are you a subsidiary firm: YES NO If yes, list the name and location of your parent affiliation:

- Name and title of firm's official to who further communication should be directed:

Mark Peterson, Chief Executive Officer. Please also copy Sally Jackson, Site Development Director.

I certify the accuracy of this information.

Signed: _____

Mark Peterson

Title: _____

Chief Executive Officer

IMPORTANT: THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE

ATTACHMENT C: STATE CORPORATION COMMISSION FORM

Virginia State Corporation Commission (SCC) registration information. The offeror:

X is a corporation or other business entity with the following SCC identification number-T042631-4-**OR-**

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust -**OR-**

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from offeror's out-of-state location) -**OR-**

is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

IMPORTANT: THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE.

ATTACHMENT D: PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of § 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected including the section of the proposal in which it is contained, as well as the page numbers, and must state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. In addition, a summary of proprietary information submitted shall be submitted on this form. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the Offeror refuses to withdraw such a classification designation, the proposal will be rejected.

Name of Firm/Offeror: Genoa Healthcare, invokes the protections of § 2.2-4342F of the Code of Virginia for the following portions of my proposal submitted on 4/9/19 (Date).

Signature: 

Title: Chief Executive Officer

DATA/MATERIAL TO BE PROTECTED	SECTION NO., & PAGE NO.	REASON WHY PROTECTION IS NECESSARY
Genoa's NetRx Reports	EX F, 74-75	Proprietary reports
MedAnalyzer Reports	EX G, 76-80	Proprietary Reports

IMPORTANT: THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE.

ATTACHMENT E: BUSINESS ASSOCIATE AGREEMENT

Will be completed at time of award

Contract Number: 720-4723

PRIVACY AND SECURITY OF PROTECTED HEALTH INFORMATION

THIS BUSINESS ASSOCIATE AGREEMENT is made as of _____, by the Department of Behavioral Health and Developmental Services (herein referred to as “Covered Entity”), with an office at 1220 Bank Street, Richmond, VA 23219 and _____ (here in referred to as “Business Associate”), a corporation, department or other entity with office at _____.

This BUSINESS ASSOCIATE AGREEMENT (herein referred to as the “Agreement”) constitutes a non-exclusive agreement between the Covered Entity, which administers health services, and the Business Associate named above.

The Covered Entity and Business Associate have entered into this Business Associate Agreement to comply with the Health Insurance Portability and Accountability Act (HIPAA). The parties signing this Agreement shall comply fully with the provisions of the HIPAA Rules.

NOW THEREFORE, the parties, intending to be legally bound, agree as follows:

- I. Definitions:** As used in this contract, the terms below will have the following meanings:
 - a. Business Associate shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean _____.
 - b. Covered Entity shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Department of Behavioral Health and Developmental Services.
 - c. Protected Health Information (PHI): Any information that is created or received by a Covered Entity that relates to the past, present, or future physical or mental health or condition of an individual, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
 - d. HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

- II. 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 C.F.R. Part 164 to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
 - c. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware, including breaches of unsecured protected health information, as required at 45 C.F.R. 164.410.
 - d. In accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.
 - e. Report to the Covered Entity any security incident of which it becomes aware.

 - f. Business Associate shall notify the Covered Entity of a breach of unsecured PHI on the first day on which such breach is known by Business Associate or an employee, officer or agent of Business Associate other than the person committing the breach, or as soon as possible following the first day on which Business Associate or an employee, officer or agent of Business Associate other than the person committing the breach should have known by exercising reasonable diligence of such breach. Notification shall include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, disclosed.

Associate to have been, accessed, acquired, used or disclosed during the breach. Business Associate shall also provide the Covered Entity with any other available information at the time Business Associate makes notification to the Covered Entity or promptly thereafter as information becomes available. Such additional information shall include (i) a brief description of what happened, including the date of the breach; (ii) a description of the types of unsecured PHI that were involved in the breach; (iii) any steps the Business Associate believes individuals should take to protect themselves from potential harm resulting from the breach; and (iv) a brief description of what Business Associate is doing to investigate the breach, mitigate harm to individuals, and protect against any future breaches.

For purposes of this paragraph, unsecured PHI means protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified by the U.S. Secretary of Health and Human Services.

- g. Business Associate agrees to provide access, at the request of Covered Entity to Protected Health Information to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.
- h. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, available to the Secretary of the U.S. Department of Health and Human Services for the purpose of determining compliance with the HIPAA Rules.
- i. Business Associate agrees to document and provide to Covered Entity such disclosures of Protected Health Information and information as would be required for 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.
- j. Make any amendment(s) to Protected Health Information in a designated record set as directed or agreed to by the covered entity pursuant to 45 C.F.R. 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 C.F.R. 164.526.

III. General Use and Disclosure Provisions:

- a. Business Associate may only use or disclose Protected Health Information as provided in the underlying Agreement
- b. Business Associate may use or disclose Protected Health Information as required by law.
- c. Business Associate agrees to make uses and disclosures and requests for Protected Health Information consistent with Covered Entity's minimum necessary policies and procedures.
- d. Business Associate may not use or disclose Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity, except for the specific uses and disclosures set forth below.
- e. Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that 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 used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

IV. Obligations of Covered Entity:

- a. Covered Entity shall notify Business Associate of any limitations 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, permission by Individual to use or disclose 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 to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

V. Permissible Request by Covered Entity:

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

VI. Termination:

Either party may terminate this Agreement immediately if it determines that the other party has violated a material term of this Agreement. This Agreement shall remain in effect unless terminated for cause with immediate effect, or until terminated by either party with not less than thirty (30) days prior written notice to the other party, which notice shall specify the effective date of the termination; provided, however, that any termination shall not affect the respective obligations or rights of the parties arising under this Agreement before the effective date of termination.

VII. Effect of Termination:

Upon termination of this Agreement for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created 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 Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction of Protected Health Information infeasible. Upon agreement that return or destruction of Protected Health Information is infeasible, 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.

VIII. Amendment:

Upon the enactment of any law or regulation affecting the use or disclosure of PHI, or the publication of any decision of a court of the United States or of this state relating to any such law, or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, the parties shall work in good faith to amend this Agreement in such manner as is necessary to comply with such law or regulation. If the parties are unable to agree on an amendment within thirty (30) days thereafter, either of them may terminate this Agreement by written notice to the other.

EACH PARTY has caused this Agreement to be properly executed on its behalf as of the date first above written.

FOR: Department of Behavioral Health and
Developmental Services

FOR: _____

Contractor

BY: _____

BY: _____

DATE: _____

DATE: _____

EXHIBIT A
Genoa Pharmacy Locations

Located Within	City	State
Anchorage Community Mental Health Services	Anchorage	AK
CED Mental Health Center	Attalla	AL
SpectraCare Health Systems	Dothan	AL
Central Pharmacy	Florence	AL
Central Pharmacy	Mobile	AL
Central Pharmacy	Montgomery	AL
Montgomery Area Mental Health Authority	Montgomery	AL
South Arkansas Regional Health Center	El Dorado	AR
Western Arkansas Counseling and Guidance Center	Fort Smith	AR
Ouachita Behavioral Health and Wellness	Hot Springs	AR
Arkansas Psychiatric Clinic	Little Rock	AR
Living Hope Southeast	Little Rock	AR
The Bridgeway	North Little Rock	AR
Ozark Guidance Center, Inc.	Springdale	AR
Southwest Arkansas Counseling and Mental Health Center	Texarkana	AR
Horizon Health & Wellness	Apache Junction	AZ
Community Bridges, Inc.	Avondale	AZ
Horizon Health & Wellness	Casa Grande	AZ
Spectrum Healthcare	Cottonwood	AZ
Community Health Associates	Douglas	AZ
The Guidance Center, Inc.	Flagstaff	AZ
Partners in Recovery, LLC	Gilbert	AZ
Mohave Mental Health Clinic	Kingman	AZ
Southwest Behavioral & Health Services	Mesa	AZ
Adelante Healthcare	Mesa	AZ
Southwest Behavioral & Health Services	Payson	AZ
Terros Health	Phoenix	AZ
Partners in Recovery, LLC	Phoenix	AZ
Terros Health	Phoenix	AZ
Valle del Sol	Phoenix	AZ
Jewish Family & Children's Services	Phoenix	AZ
Southwest Behavioral & Health Services	Phoenix	AZ
Terros Health	Phoenix	AZ
Lifewell Behavioral Wellness	Phoenix	AZ
EMPACT	Phoenix	AZ
West Yavapai Guidance Clinic	Prescott Valley	AZ
Change Point Integrated Health	Show Low	AZ
Southeastern Arizona Behavioral Health Services, Inc.	Sierra Vista	AZ
Terros Health	Tempe	AZ
La Frontera Center	Tucson	AZ
COPE Community Services, Inc.	Tucson	AZ

CODAC Health, Recovery & Wellness, Inc.	Tucson	AZ
CODAC Health, Recovery & Wellness, Inc.	Tucson	AZ
La Frontera Center	Tucson	AZ
Community Partners Integrated Healthcare Inc.	Yuma	AZ
Community Health Associates	Yuma	AZ
Mental Health Systems, Inc.	Escondido	CA
Telecare Corporation	Santa Ana	CA
San Luis Valley Behavioral Health	Alamosa	CO
Aurora Mental Health Center	Aurora	CO
Mental Health Partners	Boulder	CO
Aspen Pointe Mental Health	Colorado Springs	CO
SummitStone Health Partners	Fort Collins	CO
Mind Springs Health	Grand Junction	CO
North Range Behavioral Health	Greeley	CO
SummitStone Health Partners	Loveland	CO
The Center for Mental Health	Montrose	CO
Health Solutions	Pueblo	CO
Health Solutions	Pueblo	CO
Community Reach Center	Thornton	CO
United Services, Inc.	Dayville	CT
InterCommunity, Inc.	East Hartford	CT
Community Health Resources, Inc.	Enfield	CT
Catholic Charities Archdiocese of Hartford	Hartford	CT
InterCommunity, Inc.	Hartford	CT
Wheeler Clinic Inc.	Hartford	CT
Community Health Resources, Inc.	Manchester	CT
Rushford, a Hartford HealthcarePartner	Meriden	CT
Gilead Community Services, Inc.	Middletown	CT
Bridges Healthcare	Milford	CT
Sound Community Services, Inc.	New London	CT
United Community and Family Services	Norwich	CT
Wheeler Clinic Inc.	Plainville	CT
Community Connections	Washington	DC
Centerstone of Florida, Inc.	Bradenton	FL
Directions for Living	Clearwater	FL
Henderson Behavioral Health	Ft. Lauderdale	FL
Archways	Fort Lauderdale	FL
SalusCare, Inc.	Ft. Myers	FL
Bridgeway Center	Fort Walton	FL
Meridian Behavioral Healthcare	Gainesville	FL
Park Place Behavioral Health Care	Kissimmee	FL
Meridian Behavioral Healthcare	Lake City	FL
Peace River Center	Lakeland	FL
LifeStream Behavioral Healthcare	Leesburg	FL

Clay Behavioral Health Center	Middleburg	FL
David Lawrence Center	Naples	FL
BayCare Behavioral Health	New Port	
The Centers, Inc.	Richey	FL
Life Management Center of Northwest Florida Inc	Ocala	FL
Suncoast Center Inc.	Panama City	FL
Apalachee Center	St. Petersburg	FL
Henderson Behavioral Health	Tallahassee	FL
Gracepoint Management, Inc.	Tamarac	FL
Northside Behavioral Health Center	Tampa	FL
Winter Haven Hospital Inc, Center for Behavioral Health	Tampa	FL
Aspire Behavioral Health	Winter Haven	FL
Kirkwood Mental Health Center	Albany	GA
Gateway Behavioral Health Services	Atlanta	GA
View Point Health	Brunswick	GA
Highland Rivers Center	Conyers	GA
Clifton Springs Mental Health Center	Dalton	GA
Winn Way Mental Health Center	Decatur	GA
View Point Health	Decatur	GA
Cobb County Community Services Board	Lawrenceville	GA
Highland Rivers Center	Marietta	GA
Gateway Behavioral Health Services	Rome	GA
Georgia Pines Community Health Services Clinic	Savannah	GA
Phoenix Center Behavioral Health Services	Thomasville	GA
Vera French Community Mental Health Center	Warner Robins	GA
Berryhill Mental Health Center	Davenport	IA
Rehabilitative Health Services	Fort Dodge	IA
Access Behavioral Health Services, Inc.	Ammon	ID
Centerstone of Illinois	Boise	ID
Chestnut Health Systems, Inc.	Alton	IL
Oak Street Health	Belleville	IL
Oak Street Health	Berwyn	IL
Trilogy, Inc.	Blue Island	IL
Community Counseling Centers of Chicago	Chicago	IL
Thresholds	Chicago	IL
Oak Street Health	Chicago	IL
Oak Street Health	Chicago	IL
Oak Street Health	Chicago	IL
Heritage Behavioral Health Care, Inc.	Chicago	IL
Ecker Center for Mental Health, Inc.	Decatur	IL
Chestnut Health Systems, Inc.	Elgin	IL
Association for Individual Development (AIDs)	Granite City	IL
Milestone, Inc.	McHenry	IL
Human Service Center	Rockford	IL
	Peoria	IL

Rosecrance Ware Center	Rockford	IL
Oak Street Health	Rockford	IL
Lake County Health Department, Behavioral Health Services	Waukegan	IL
DuPage County Health Department	Wheaton	IL
Aspire Indiana Behavioral Health System	Anderson	IN
Cummins Behavioral Health Systems	Avon	IN
Centerstone of Indiana	Bloomington	IN
Aspire Indiana Behavioral Health System	Carmel	IN
Indiana Health Group	Carmel	IN
Centerstone of Indiana	Columbus	IN
Regional Mental Health Center	East Chicago	IN
Oaklawn Psychiatric Center, Inc.	Elkhart	IN
Southwestern Behavioral Healthcare	Evansville	IN
Park Center, Inc	Fort Wayne	IN
The Bowen Center	Fort Wayne	IN
Park Center, Inc	Fort Wayne	IN
Edgewater Systems for Balanced Living, Inc.	Gary	IN
Oaklawn Psychiatric Center, Inc.	Goshen	IN
Valle Vista Health System	Greenwood	IN
Oak Street Health	Hammond	IN
Adult & Child Mental Health Center Incorporated	Indianapolis	IN
Oak Street Health	Indianapolis	IN
LifeSpring	Jeffersonville	IN
Northeastern Center, Inc.	Kendallville	IN
Community Howard Regional Behavioral Health	Kokomo	IN
Wabash Valley Alliance, Inc. d/b/a Valley Oaks Health	Lafayette	IN
Community Mental Health Center, Inc.	Lawrenceburg	IN
Four County Counseling Center	Logansport	IN
Cornerstone Behavioral Health	Marion	IN
Regional Mental Health Center	Merrillville	IN
Swanson Center	Michigan City	IN
Meridian Health Services Corp.	Muncie	IN
Oaklawn Psychiatric Center, Inc.	South Bend	IN
Hamilton Center	Terre Haute	IN
Porter	Valparaiso	IN
Samaritan Center	Vincennes	IN
The Bowen Center	Warsaw	IN
Crosswinds, Counseling and Wellness	Emporia	KS
High Plains Mental Health Center	Hays	KS
Horizons Mental Health Center	Hutchinson	KS
Four County Mental Health Center, Inc.	Independence	KS
Wyandot Center	Kansas City	KS
The Guidance Center	Leavenworth	KS
Prairie View, Inc.	Newton	KS
Johnson County Mental Health Center	Olathe	KS

Central Kansas Mental Health Center	Salina	KS
Johnson County Mental Health Center	Shawnee	KS
Valeo Behavioral Health Care	Topeka	KS
Family Service and Guidance Center of Topeka, Inc.	Topeka	KS
LifeSkills, Inc. (Region 4)	Bowling Green	KY
Bluegrass.org	Lexington	KY
Centerstone of Kentucky	Louisville	KY
Centerstone of Kentucky	Louisville	KY
Centerstone of Kentucky	Louisville	KY
Four Rivers Behavioral Health, Inc.	Mayfield	KY
Four Rivers Behavioral Health, Inc.	Paducah	KY
Bluegrass Regional Mental Health	Richmond	KY
Capital Area Human Services	Baton Rouge	LA
Florida Parishes Human Services Authority	Hammond	LA
Acadiana Area Human Services District	Lafayette	LA
Imperial Calcasieu Human Services Authority	Lake Charles	LA
Jefferson Parish Human Services Authority	Marrero	LA
Jefferson Parish Human Services Authority	Metairie	LA
Metropolitan Human Services District	New Orleans	LA
TILL, Inc.	Charlestown	MA
ServiceNet, Inc.	Greenfield	MA
Clinical & Support Options, Inc.	Greenfield	MA
River Valley Counseling Center	Holyoke	MA
Advocates, Inc.	Marlborough	MA
Quincy Mental Health Center	Quincy	MA
Behavioral Health Network	Springfield	MA
Calvert County Mental Health Clinic	Prince Frederick	MD
Community Health and Counseling Services	Bangor	ME
Maine Behavioral Healthcare	Biddeford	ME
Washtenaw County Community Mental Health Agency	Ann Arbor	MI
Summit Pointe	Battle Creek	MI
Riverwood Center	Benton Harbor	MI
Development Centers, Inc.	Detroit	MI
Covenant Community Care	Detroit	MI
Southwest Counseling Solutions	Detroit	MI
Advantage Health Centers	Detroit	MI
Northeast Guidance Center	Detroit	MI
Team Wellness Center	Detroit	MI
Wellness Center at McKenny Center	Detroit	MI
Genesee Health System	Flint	MI
Livingston County Community Mental Health Authority	Howell	MI
Lifeways CMH	Jackson	MI
Central Pharmacy	Lansing	MI
Lapeer County Community Mental Health Center	Lapeer	MI
Community Care Services	Lincoln Park	MI

Monroe Community Mental Health Authority	Monroe	MI
St. Clair County Community Mental Health	Port Huron	MI
Lincoln Behavioral Services	Redford	MI
Saginaw County Community Mental Health Authority (SCCMHA)	Saginaw	MI
Central Pharmacy	Shelby Township	MI
Easterseals Adult Services	Southfield	MI
CNS Healthcare	Waterford	MI
Family Life Center at People Incorporated	Coon Rapids	MN
Human Development Center	Duluth	MN
Nystrom & Associates, Ltd	Duluth	MN
Nystrom & Associates, Ltd	Eden Prairie	MN
Open Door Health Center	Mankato	MN
Western Mental Health Center	Marshall	MN
Nystrom & Associates, Ltd	New Brighton	MN
Nystrom & Associates, Ltd	Otsego	MN
South Central Human Relations Center	Owatonna	MN
Zumbro Valley Health Center	Rochester	MN
Central Pharmacy	Roseville	MN
Central Minnesota Mental Health Center	St. Cloud	MN
Associated Clinic of Psychology	St. Louis Park	MN
Associated Clinic of Psychology	St. Louis Park	MN
Mental Health Resources/Central Pharmacy	St. Paul	MN
People Incorporated	St. Paul	MN
Guild, Incorporated	St. Paul	MN
Radias Health	St. Paul	MN
Associated Clinic of Psychology	West St. Paul	MN
Nystrom & Associates, Ltd	Woodbury	MN
Community Counseling Center	Cape Girardeau	MO
Mark Twain Behavioral Health	Hannibal	MO
Comprehensive Mental Health Services	Independence	MO
Tri	Kansas City	MO
ReDiscover	Kansas City	MO
Clayton Behavioral	Ladue	MO
ReDiscover	Lee's Summit	MO
ReDiscover	Lee's Summit	MO
Great Mines Health Center	Potosi	MO
Bootheel Counseling Services, Inc.	Sikeston	MO
Compass Health, Inc. d/b/a Compass Health Network	St. Charles	MO
Family Guidance Center	St. Joseph	MO
Advent Medical Group	St. Peters	MO
Compass Health, Inc. d/b/a Compass Health Network	Union	MO
Compass Health, Inc. d/b/a Compass Health Network	Warrenton	MO
Compass Health, Inc. d/b/a Compass Health Network	Wentzville	MO
Hinds Behavioral Health Services	Jackson	MS

Central Pharmacy	Southaven	MS
Western Montana Mental Health Center	Bozeman	MT
Family Preservation Services of North Carolina, Inc.	Asheville	NC
October Road	Asheville	NC
RHA Behavioral Health Services	Burlington	NC
Monarch	Charlotte	NC
Monarch	Greensboro	NC
Port Health Services	Greenville	NC
Port Health Services	New Bern	NC
RHA Health Services	Roanoke Rapids	NC
Monarch	Winston-Salem	NC
Good Neighbor Community Health Center	Columbus	NE
Lutheran Family Services of Nebraska, Inc.	Lincoln	NE
Community Alliance	Omaha	NE
West Central Behavioral Health (WCBH)	Claremont	NH
Riverbend Community Mental Health Center	Concord	NH
The Center for Life Management	Derry	NH
Monadnock Family Services	Keene	NH
Lakes Region Mental Health Center	Laconia	NH
The Mental Health Center of Greater Manchester	Manchester	NH
The Mental Health Center of Greater Manchester	Manchester	NH
Greater Nashua Mental Health Center	Nashua	NH
Mid	Plymouth	NH
Community Partners	Rochester	NH
Ocean Mental Health Services, Inc.	Bayville	NJ
South Jersey Behavioral Health Resources, Inc	Camden	NJ
Cape Counseling Services, Inc	Cape May Court House	NJ
South Jersey Behavioral Health Resources, Inc	Cherry Hill	NJ
Vantage Health System	Englewood	NJ
Comprehensive Behavioral Healthcare, Inc.	Hackensack	NJ
Preferred Behavioral Health of NJ, Inc.	Lakewood	NJ
NewBridge Services, Inc.	Parsippany	NJ
CPC Behavioral Health	Red Bank	NJ
Sage Neuroscience Center	Albuquerque	NM
Hidalgo Medical Services	Lordsburg	NM
Hidalgo Medical Services	Silver City	NM
Serenity Mental Health	Las Vegas	NV
Family Service League	Bay Shore	NY
Helio Health, Inc.	Syracuse	NY
Liberty Resources	Syracuse	NY
Mental Health Association of Rockland	Valley Cottage	NY
Portage Path Behavioral Health	Akron	OH
Greater Cincinnati Behavioral Health Services	Amelia	OH
Community Counseling Center	Ashtabula	OH

Harbor	Bowling Green	OH
Coleman Professional Services	Canton	OH
CommQuest Services, Inc.	Canton	OH
Phoenix Rising Behavioral Healthcare & Recovery, Inc.	Canton	OH
Ravenwood Health	Chardon	OH
Scioto Paint Valley Mental Health Center	Chillicothe	OH
Greater Cincinnati Behavioral Health Services	Cincinnati	OH
Central Community Health Board of Hamilton County, Inc.	Cincinnati	OH
Talbert House	Cincinnati	OH
FrontLine Service	Cleveland	OH
North Central Mental Health Services	Columbus	OH
South Community Behavioral Healthcare	Dayton	OH
ViaQuest Psychiatric & Behavioral Solutions	Dublin	OH
Coleman Professional Services	Kent	OH
Coleman Professional Services	Lima	OH
Catalyst Life Services	Mansfield	OH
Beacon Health	Mentor	OH
Behavioral Healthcare Partners of Central Ohio, Inc.	Newark	OH
Harbor	Perrysburg	OH
Shawnee Family Health Center	Portsmouth	OH
Harbor	Toledo	OH
Zepf Center	Toledo	OH
A Renewed Mind	Toledo	OH
Unison Behavioral Health Group Inc.	Toledo	OH
One Health Ohio	Warren	OH
Valley Counseling Services	Warren	OH
Coleman Professional Services	Warren	OH
Concord Counseling Services	Westerville	OH
The Counseling Center	Wooster	OH
Coleman Behavioral Services	Youngstown	OH
One Health Ohio	Youngstown	OH
Strength of Mind	Broken Arrow	OK
Deschutes County Health Services	Bend	OR
Laurel Hill Center Inc	Eugene	OR
Options for Southern Oregon	Grants Pass	OR
LifeWorks Northwest	Gresham	OR
Lifeways, Inc	Ontario	OR
Clackamas County Mental Health	Oregon City	OR
Beavercreek Health Center	Oregon City	OR
Cascadia Behavioral Healthcare	Portland	OR
Marion County Adult Behavioral Health	Salem	OR
Columbia Community Mental Health	St. Helens	OR
The Care Center, Inc. d/b/a Southwestern Pennsylvania Human Services	Butler	PA
Lakeshore Community Services	Erie	PA
True North Wellness Services	Hanover	PA

Community Guidance Center	Indiana	PA
Nulton Diagnostic and Treatment Center	Johnstown	PA
Alternative Community Resource Program, Inc.	Johnstown	PA
Community Services Group	Lancaster	PA
Mon Yough Community Services	McKeesport	PA
COMHAR	Philadelphia	PA
Central Pharmacy	Pittsburgh	PA
Creative Health Services	Pottstown	PA
Washington Communities Human Services, Inc.	Washington	PA
Children's Service Center	Wilkes-Barre	PA
East Bay Center, Inc.	Barrington	RI
Gateway Healthcare	Charlestown	RI
Gateway Healthcare	Johnston	RI
Gateway Healthcare	Pawtucket	RI
Providence Center	Providence	RI
Quality Behavioral Health	Warwick	RI
Central Pharmacy	Columbia	SC
Human Service Agency	Watertown	SD
Volunteer Behavioral Health	Athens	TN
Frontier Health	Bristol	TN
Volunteer Behavioral Health	Chattanooga	TN
Volunteer Behavioral Health	Cleveland	TN
Volunteer Behavioral Health	Cookeville	TN
Volunteer Behavioral Health	Dayton	TN
Helen Ross McNabb Center	Chattanooga	TN
Frontier Health	Johnson City	TN
Helen Ross McNabb Center	Knoxville	TN
Volunteer Behavioral Health	McMinnville	TN
Helen Ross McNabb Center	Morristown	TN
Volunteer behavioral Health Care System	Murfreesboro	TN
Ridgeview	Oak Ridge	TN
Spindletop Center	Beaumont	TX
Tropical Texas Behavioral Health	Brownsville	TX
Pecan Valley Centers	Cleburne	TX
Tri	Conroe	TX
Tropical Texas Behavioral Health	Edinburg	TX
Emergence Health Network	El Paso	TX
Emergence Health Network	El Paso	TX
Tropical Texas Behavioral Health	Harlingen	TX
Hill Country MHDD Centers	Kerrville	TX
Border Region Behavioral Health Center	Laredo	TX
Burke Center	Lufkin	TX
Clarity Child Guidance Center	San Antonio	TX
Hill Country MHDD Centers	San Marcos	TX
Texoma Community Center	Sherman	TX

Andrews Center	Tyler	TX
Child & Family Guidance Center	Waxahachie	TX
Tropical Texas Behavioral Health (4th pharmacy)	Weslaco	TX
Central Pharmacy	Salt Lake City	UT
Fairfax County CSB	Alexandria	VA
Fairfax County CSB	Alexandria	VA
New River Valley CSB	Blacksburg	VA
Rappahannock	Culpeper	VA
Danville	Danville	VA
Fairfax County CSB	Fairfax	VA
Fairfax County CSB	Fairfax	VA
Crossroads CSB	Farmville	VA
Rappahannock Area CSB	Fredericksburg	VA
Hampton	Hampton	VA
Horizon Behavioral Health	Lynchburg	VA
Fairfax County CSB	Reston	VA
Blue Ridge Behavioral Healthcare	Roanoke	VA
Valley Community Services Board	Staunton	VA
Colonial Behavioral Health	Williamsburg	VA
Northwestern Community Services Board	Winchester	VA
Lamoille County Mental Health Services	Morrisville	VT
Central Pharmacy	Auburn	WA
Valley Cities Counseling & Consultation	Auburn	WA
Compass Health	Bellingham	WA
Kitsap Mental Health Services	Bremerton	WA
Cascade Mental Health Care	Centralia	WA
Compass Health	Everett	WA
Valley Cities Counseling & Consultation	Kent	WA
Greater Lakes Mental Healthcare	Lakewood	WA
Columbia Wellness	Longview	WA
Peninsula Behavioral Health	Port Angeles	WA
Sound	Seattle	WA
Asian Counseling and Referral Service	Seattle	WA
Community Psychiatric Clinic	Seattle	WA
Comprehensive Life Resources	Tacoma	WA
Teva Clozapine Patient Assistance Program	Auburn	WA
Community Services Northwest	Vancouver	WA
Comprehensive Health Care	Yakima	WA
Central Pharmacy	Jackson	WI
Family & Children's Center	La Crosse	WI
Journey Mental Health Center, Inc.	Madison	WI
American Behavioral Clinics	Milwaukee	WI
Psychiatric Consultants & Therapists	Milwaukee	WI
Racine County Human Services Department	Racine	WI
Waukesha County Human Services Department	Waukesha	WI

Waukesha County Human Services Department	Waukesha	WI
Washington County Mental Health Center	West Bend	WI
FMRS Health Systems, Inc.	Beckley	WV
Pretera Center	Huntington	WV
Logan Mingo	Logan	WV
Seneca Health Services, Inc.	Maxwelton	WV
Westbrook Health Services, Inc.	Parkersburg	WV
Southern Highlands	Princeton	WV
Central Wyoming Counseling Center	Casper	WY
Peak Wellness Center	Cheyenne	WY

EXHIBIT B Genoa's Organization Chart



Operational Management

Twenty-Two (22) Directors of Operations who each manage 15 to 20 sites, managed by three (3) VPs of Operations
 Experienced managers (most whom are pharmacists) with extensive operating knowledge of the pharmacy business
 Manage the pharmacy team on a day-to-day basis

Exhibit C
Genoa's Management Biographies

Mark Peterson · Chief Executive Officer

Mark Peterson, R.Ph joined Genoa Healthcare in December 2003, bringing with him extensive experience in building and operating healthcare and technology companies. He is responsible for Genoa's sales, marketing, business and corporate development. He also serves as a board member.

Peterson was previously senior vice president of marketing and data services with HealthNexis LLC, a healthcare technology and services company acquired in 2001 by Global Healthcare Exchange. HealthNexis' charter was to unite healthcare with technology to improve collaboration between healthcare trading partners and eliminate inefficiencies in the supply chain. In addition to marketing and data services, Peterson's responsibilities included product management, diversification opportunities, strategic merger/acquisition opportunities and competitive intelligence.

Prior to HealthNexis, Peterson was co-founder and COO of Embion, Inc., a supply-chain management company providing procurement automation for medical clinics. He identified the business opportunity, developed the business model, secured private financing, staffed the company, and developed and managed the execution of corporate plans. The company was sold to Encounter Care Services Inc.

Prior to Embion, Peterson held various leadership roles with the specialty pharmacy at Chronimed and the outcomes and clinical trials business unit at United HealthGroup's Ingenix.

Peterson holds a Bachelor of Science in pharmacy from the University of Minnesota. His pre-pharmacy coursework at the College of Saint Thomas in St. Paul, Minnesota, includes a computer science emphasis.

David Vucurevich, RPh · Chief Operating Officer

David Vucurevich, RPh, joined Genoa in 2014 as Chief Operating Officer. Prior to joining Genoa, David served as President and COO of Prasco Laboratories, a privately owned generic pharmaceutical company and the national leader in sales and marketing of authorized generic products. David joined Prasco in 2009 as Senior Vice President of Corporate Development where his responsibilities were focused on corporate investment and new business strategy.

Prior to Prasco, David spent 27 years in the retail drugstore industry. David spent seven years as Group Vice President of Pharmacy and Clinical Services at Rite Aid Corporation where his oversight included full profit and loss responsibilities for the company's pharmaceutical purchasing, regulatory compliance, formulary management, patient adherence programs, medication therapy management, acute care clinics and clinical immunization program.

David began his career in pharmacy in 1982 as a pharmacist with Walgreens Company. He held several positions in pharmacy and store operations before joining American Stores Company/Albertsons in 1993. At Albertsons, David held positions of increasing responsibility for the division of managed care operations and pharmaceutical purchasing.

His current and past professional affiliations include West Virginia University School of Pharmacy Visiting Committee, University of Cincinnati College of Pharmacy Board of Advisors, Cedarville University College of Pharmacy Dean's Advisory Committee, University of New Mexico College of Pharmacy Executive Board, NACDS, HDMA and numerous industry trade advisory boards.

David was an undergraduate of the University of Arizona, and graduate of the University of New Mexico, College of Pharmacy.

Victor Breed, CPA · Chief Financial Officer

Victor Breed joined Genoa in October 2006 as the company's chief financial officer. He is responsible for accounting functions, treasury management, billing, purchasing, insurance/risk management and banking relationships. He plays a significant role in raising equity financing and negotiating new bank financing.

Previously Breed was the EVP of Finance and Operations for a medical device company, ClearMedical, Inc. As the EVP, Breed developed and implemented a new business model and managed all operational and administrative functions including production, engineering, regulatory, finance, accounting, human resources and IT.

Prior to ClearMedical, Inc., Breed served as senior vice president for Solucient, LLC. While with Solucient, he was the General Manager of the business unit providing performance management solutions for hospitals. In addition, he identified and evaluated potential business partners and M&A candidates and negotiated business relationships, joint ventures and marketing arrangements.

Before working for Solucient, LLC, Breed was the COO and CFO for HBS International. As COO/CFO Breed oversaw daily operations and developed strategies for accelerating growth by merger or acquisition. HBS International was one of the Deloitte & Touche Technology Fast 500; a list of the fastest growing technology companies in North America and on the 2000 Healthcare Informatics list of 10 Most Influential Healthcare IT Companies.

Breed is a graduate of Lake Superior State University with a bachelor of science in accounting. He is also a member of both the American Institute of Certified Public Accountants and the Washington Society of Certified Public Accountants.

John McConnell · Chief Information Officer

John McConnell joined Genoa in July 2012 as the Senior Information Systems Program Manager. In February 2013 John transitioned into the Chief Information Office (CIO) role overseeing the long term vision of the implementation of technology within Genoa. John's goal is to ensure the health, stability and operational efficiency of Genoa's systems and to help build processes that will allow Genoa to continue to grow.

Prior to joining Genoa, John was a senior Business Intelligence consultant and Product Manager at Extended Results, Inc. in Redmond, Washington. John was a Technology Group Manager for Washington Mutual Bank (WaMu) in Seattle, Washington where he oversaw a team of development staff that supported 12 enterprise back office systems ranging from a centralized procurement system, to the bank's technology ticketing system and change management systems, technology asset management system and corporate real estate systems. When WaMu was purchased by JPMorgan Chase in 2008, John led a team of developers through the handoff of systems to corresponding staff with Chase.

Before working at WaMu, Mr. McConnell was engaged as a consultant with Seattle City Light where he was the Technical Lead for the Customer and Management Systems team.

Stephanie Kornechuk, BScPharm, PharmD ·Senior Vice President of Purchasing

Stephanie Kornechuk, BScPharm, PharmD, joined Genoa in December 2003 as pharmacy manager of Genoa's fourth pharmacy located in Puyallup, Wash. She soon transitioned into an administrative role as project manager to aid Genoa in a string of notable tasks.

Not only did Kornechuk write many of Genoa's pharmacy operations policies, but she headlined many of Genoa's present departments. Kornechuk has lead roles in purchasing, auditing, compliance, quality assurance, pharmacy software administration and employee HIPAA procedures. She has also been a primary resource for employees during major company programs and industry changes such as Medicare Part D. In 2013, Kornechuk also began leading the implementation and contracts departments, overseeing the entire process of opening new pharmacies.

Prior to working at Genoa, Kornechuk worked as a hospital pharmacist for St. Joseph Medical The Department in Tacoma, WA and as a long term care pharmacist for Northwood Clinical Pharmacy and Shoppers Drug Mart in Halifax, Nova Scotia, Canada.

Kornechuk graduated from Dalhousie University in Halifax, Nova Scotia with a bachelor of science in pharmacy. She also received her pharmacy doctorate from the University of Washington.

Dale Masten ·VP, Regulatory Affairs

Dale Masten is the Vice President of Regulatory Affairs at Genoa Healthcare. Masten joined Genoa in March 2011 and leads the Regulatory Affairs initiatives for Genoa. His over 20 years of lobbying experience made him a good fit for the position. Genoa has become a major factor within the government affairs community advocating on behalf of both pharmacy and mental health issues.

For 10 years prior to joining Genoa, Masten served as a Regional Manager/Director, Government Affairs for the National Association of Chain Drug Stores (NACDS) where he represented chain pharmacy in 9 states within the Southeast/Midwest Region of the United States.

Before working at NACDS, Masten served as President of both the Virginia Retail Merchants Association and the Tennessee Council of Retail Merchants for three years respectively. During his capacity as President, Masten advocated for retail on a variety of issues spanning from taxes, pharmacy, and operational issues. Masten began his lobbying career in 1992 with the Ohio Council of Retail Merchants where he represented Ohio retailers before various legislative committees.

Masten has a Bachelor of Arts degree from Ohio State University.

Larry Hart· Director of Implementation

Larry Hart joined the company in April 2006 as Director of Implementation. He leads the team that helps get new pharmacies open which includes construction, pharmacy design, legal contracts, licensing, and third party contracting.

Mr. Hart has served in multiple roles in his time with the company, including operations, 340B assessments and compliance. Prior to joining the company, Mr. Hart was a Regional Director of Operations with McKesson Medication Management, which provided pharmacy management services to health systems. He attended Virginia Tech and graduated from the Medical University of South Carolina with a Bachelor of Science in Pharmacy.

Jason Kan· Regional Vice President of Operations – East Division

Jason Kan joined Genoa Healthcare in 2012 as Director of Operations overseeing more than 20 sites in the Northeast. In 2018, Kan was promoted to Regional Vice President of Operations, Eastern Division, overseeing 7 Directors of Operations, managing over 130 pharmacy locations. Prior to joining Genoa Healthcare, Kan worked at Walmart as a Pharmacy Manager, Regional Talent Specialist and Professional Relations, and Market Health and Wellness Director.

Kan earned his PharmD from the Massachusetts College of Pharmacy and a bachelor's degree from the University of Massachusetts Amherst.

Michael Walters · Executive Vice President, Human Resources

Michael Walters joined Genoa Healthcare in 2015 as Senior Vice President, Human Resources. He previously led Human Resources for Verathon Medical, a medical device manufacturer located in Bothell, WA. In this capacity, he held responsibility for all HR functions for their global work force located in North America, Europe, Asia, Middle East, and Latin America. Previously, Michael provided HR leadership in various capacities for Microsoft and the Nielsen Company.

In addition to his professional responsibilities, Michael is also currently an instructor with the University of Washington where he teaches “The HR Business Partner” through their school of business management. Michael holds a Bachelor in psychology from UCLA and a Master's in Business Administration from Loyola Marymount University.

Alexander Kayne · EVP, General Counsel and Secretary Chief Compliance Officer

Alexander (Aly) Kayne joined Genoa Healthcare in 2015 as Executive Vice President, General Counsel and Secretary. Kayne was promoted to Chief Compliance Officer in 2018 in addition to his duties as General Counsel.

Kayne comes to Genoa having most recently served as General Counsel for Omnicare, where he developed the company's legal department and played a key role in helping successfully resolve several complex legacy legal matters.

Kayne was a Partner with Dewey & LeBoeuf LLP in its New York Litigation Department prior to joining Omnicare. He has represented companies from a variety of industries, including healthcare, banking, insurance, and energy, and his practice focused on complex commercial and securities cases in federal and state courts including cases involving federal and governmental regulatory agencies.

In 2014, Kayne was recognized by Corporate Board Member as one of the elite “General Counsel to Watch,” which identifies the brightest and most respected chief legal counsel in the industry.

Samir Malik · Executive Vice President/General Manager, Genoa Telepsychiatry

Samir Malik joined Genoa Healthcare in 2015 as Senior Vice President/General Manager of Genoa’s Telepsychiatry division. Samir is responsible for developing and executing the expansion of psychiatry services both within and outside of clinics that Genoa serves today.

Previously, Samir was Co-founder and CEO of 1DocWay, a New York City-based telepsychiatry company, which expanded access to mental healthcare in rural America. Samir and his team built the technology-enabled-services company from scratch, treating 25,000 consumers before being acquired by Genoa in November of 2015. Prior to 1DocWay, Samir held the title of President of Signature Healthcare, and CEO of ZipCare Transportation, two healthcare service companies he started prior to founding 1DocWay. These two endeavors have grown in the past 3 years from two employees to over 100, while improving access to healthcare in markets and populations in need of mental health access.

From 2010 to 2012, Samir was the Director of Strategic Planning at CenterPointe Hospital, 150-bed health system in St Louis, Missouri, where he designed and built a new model for outpatient mental health programs across 3 states.

Prior to CenterPointe Hospital, Samir’s career began with McKinsey & Co as a Business Analyst, where he focused on a wide range of strategic and operational initiatives for large organizations both inside and outside healthcare. While there, Samir served as a McKinsey Hospital Institute Fellow.

Samir received a Bachelor of Science in Economics from the Wharton School at the University of Pennsylvania magna cum laude, a Bachelor of Arts in Neuroscience from Penn with distinction, and a Master’s of Business Administration at Wharton in Healthcare Management.

William Guptail · Senior Vice President, Payer Relations

William (Bill) Guptail joined Genoa Healthcare in March 2016 as Senior Vice President, Payer Relations. Guptail comes to Genoa having most recently served as President – West Region, Complex Care Management for OptumCare. During his 14-year tenure at UHC and Optum, Guptail served in a variety of leadership positions, including national roles in clinical operations and product leadership. He also served as the Chief Operating Officer and Plan President of UnitedHealthcare Community and State in Hawaii from 2009–2013. Guptail also held previous leadership positions at Healthnexis and Novartis Medical Nutrition.

Guptail has a bachelor’s in Human Resources Management and a music minor from Millikin University and a Master of Business Arts from St. Thomas University. His role in Payer Relations includes oversight of the company’s navigation of the ever-changing landscape across Medicare, Medicaid and commercial health plans. He is based out of the company’s Eagan, Minnesota office.

Exhibit D

Genoa's Convenient Adherence Packaging

TEST BILL
CHICAGO 11000
 CHICAGO 11 6004 10000000

GENOA - CHICAGO
618 WENDELL AVENUE
 BERNYL, IL 60612 708641002

Date: 1/28/2009
 File: 4164

Disp

Rx	Drug Name	Form	Drug Description	Qty	Rate	Instructions	Prescriber	66	67	68
74821	Dipakote or 50mg tab	TAB	Oral, white, round, mc	21	3	3 tabs every night at bed	WILLIAM EGAN			3
24814	Geodon 80mg cap	CAP	Pink, round, brown, 60's, 200, 600	7	6	1 cap every PM	KARLOS GALVANI		1	1
24802	Geodon 80mg cap	CAP	White, blue, oblong, piece 3/4 piece 300	21	3	1 cap every AM & 2 caps every night at bed	WILLIAM EGAN	1		2

TEST BILL Feb-08-09 Sun Morning <small>1-Geodon 80mg cap</small>	genOa <small>HealthCare</small>	-- UNUSED --	genOa <small>HealthCare</small>	TEST BILL Feb-08-09 Sun Evening <small>1-Dipakote or 50mg tab</small>	genOa <small>HealthCare</small>	TEST BILL Feb-08-09 Sun Bedtime <small>3-Dipakote or 50mg tab 2-Geodon 80mg cap</small>	genOa <small>HealthCare</small>
TEST BILL Feb-07-09 Sat Morning <small>1-Geodon 80mg cap</small>	genOa <small>HealthCare</small>	-- UNUSED --	genOa <small>HealthCare</small>	TEST BILL Feb-07-09 Sat Evening <small>1-Dipakote 50mg tab</small>	genOa <small>HealthCare</small>	TEST BILL Feb-07-09 Sat Bedtime <small>3-Dipakote or 50mg tab 2-Geodon 80mg cap</small>	genOa <small>HealthCare</small>
TEST BILL Feb-06-09 Fri Morning <small>1-Geodon 80mg cap</small>	genOa <small>HealthCare</small>	-- UNUSED --	genOa <small>HealthCare</small>	TEST BILL Feb-06-09 Fri Evening <small>1-Dipakote 50mg tab</small>	genOa <small>HealthCare</small>	TEST BILL Feb-06-09 Fri Bedtime <small>3-Dipakote or 50mg tab 2-Geodon 80mg cap</small>	genOa <small>HealthCare</small>
TEST BILL Feb-05-09 Thu Morning <small>1-Geodon 80mg cap</small>	genOa <small>HealthCare</small>	-- UNUSED --	genOa <small>HealthCare</small>	TEST BILL Feb-05-09 Thu Evening <small>1-Dipakote 50mg tab</small>	genOa <small>HealthCare</small>	TEST BILL Feb-05-09 Thu Bedtime <small>3-Dipakote or 50mg tab 2-Geodon 80mg cap</small>	genOa <small>HealthCare</small>
TEST BILL Feb-04-09 Wed Morning <small>1-Geodon 80mg cap</small>	genOa <small>HealthCare</small>	-- UNUSED --	genOa <small>HealthCare</small>	TEST BILL Feb-04-09 Wed Evening <small>1-Dipakote 50mg tab</small>	genOa <small>HealthCare</small>	TEST BILL Feb-04-09 Wed Bedtime <small>3-Dipakote or 50mg tab 2-Geodon 80mg cap</small>	genOa <small>HealthCare</small>
TEST BILL Feb-03-09 Tue Morning <small>1-Geodon 80mg cap</small>	genOa <small>HealthCare</small>	-- UNUSED --	genOa <small>HealthCare</small>	TEST BILL Feb-03-09 Tue Evening <small>1-Dipakote 50mg tab</small>	genOa <small>HealthCare</small>	TEST BILL Feb-03-09 Tue Bedtime <small>3-Dipakote or 50mg tab 2-Geodon 80mg cap</small>	genOa <small>HealthCare</small>
TEST BILL Feb-02-09 Mon Morning <small>1-Geodon 80mg cap</small>	genOa <small>HealthCare</small>	-- UNUSED --	genOa <small>HealthCare</small>	TEST BILL Feb-02-09 Mon Evening <small>1-Dipakote 50mg tab</small>	genOa <small>HealthCare</small>	TEST BILL Feb-02-09 Mon Bedtime <small>3-Dipakote or 50mg tab 2-Geodon 80mg cap</small>	genOa <small>HealthCare</small>

**Exhibit E
Implementation Flow Chart**

Professional Services Agreement and Lease Agreement are fully executed.

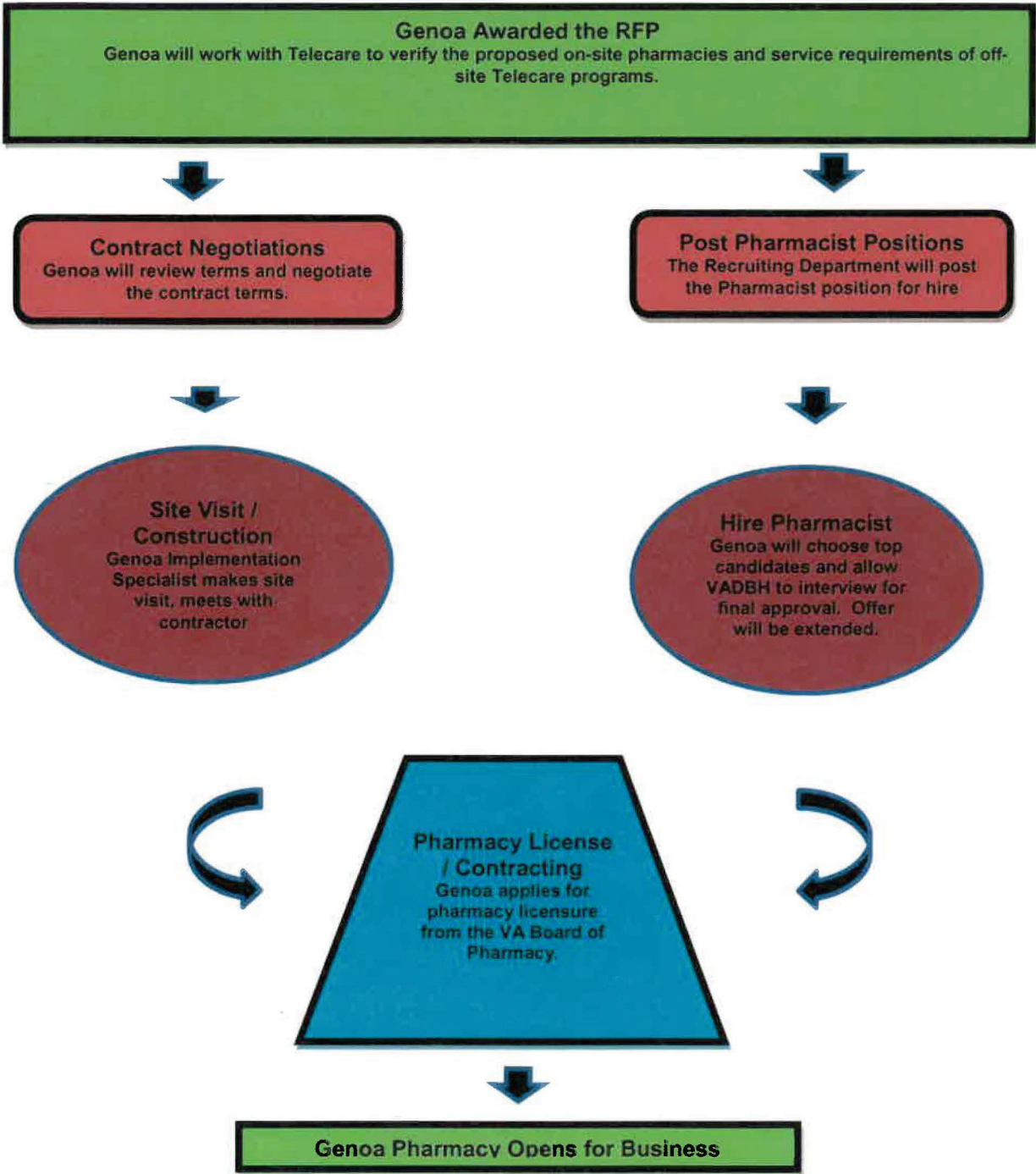


Exhibit F:
Genoa's NetRx Reports

***Images are extremely confidential, as reports are generated from Genoa's proprietary online tools**

REDACTED

Exhibit G:
Genoa's MedAnalyzer Reports

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

Exhibit H: Roadmap to Sales Phase

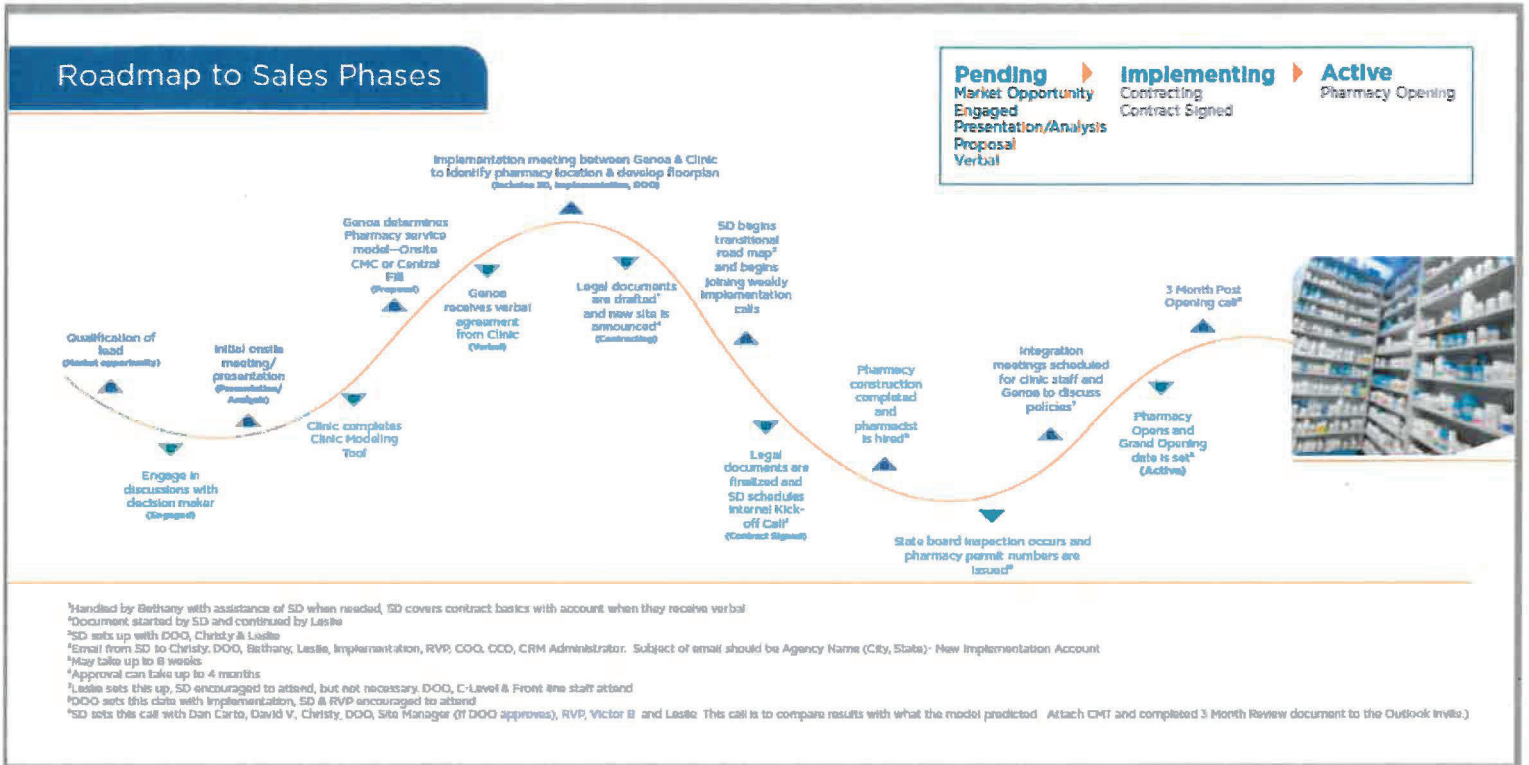


EXHIBIT I
Signed Acknowledgement of Addendum I

(original has signature)

Note: A signed acknowledgment of this addendum must be received at the location indicated on the RFP either prior to the proposal due date and hour or attached to your proposal. Signature below on this addendum does not substitute for your signature on the original proposal document. The original proposal document must be signed.

Very truly yours,

Mary R. Brown
Contract Officer
mary.brown@dbhds.virginia.gov

Genoa Healthcare
Name of Firm Submitting Proposal

Mark Peterson
Printed Name

Mark Peterson / Chief Executive Officer
Signature/Title

4-9-19
Date

**EXHIBIT J
Pricing Schedule**

Medication Name	Dose1	Price/unit	Dose2	Price/Unit	Dose3	Price/unit	Dose4	Price/unit	Dose5	Price/unit
Aripiprazole*	2	\$ 9.62	5	\$ 9.81	20	\$ 11.02	30	\$ 11.97		
Abilify® Inj	9.75									
Abilify Discmelt®	10	\$ 519.98			15	\$ 519.98				
Abilify Maintena®	300				400					
		\$ 1,678.80				\$ 2,237.73				
Abilify Aristada®	441	\$ 1,338.16	662	\$ 2,007.75	882	\$ 2,674.32	1064	\$ 3,225.75		
Aristada Initio	675	\$ 2,047.15								
Asenapine*	2.5		5		10					
		\$ 621.62		\$ 621.62		\$ 621.42				
Brexiprazole (Rexulti)	0.25	\$ 1,146.92	0.5	\$ 1,146.92	2	\$ 1,146.92	3	\$ 1,146.92		
Clozapine*	25				100					
		\$ 11.01				\$ 14.76				
FazaClo®	12.5		25	\$ 125.85	100	\$ 497.39	150	\$ 676.27	200	\$ 901.04
Lurasidone*	20		60		80		120			
		\$ 1,264.55		\$ 1,264.55		\$ 1,264.55		\$ 1,886.84		
Olanzapine*	2.5	\$ 7.89	5	\$ 8.10	7.5	\$ 8.37	10	\$ 8.98		
Zyprexa®	5	\$ 435.14	10	\$ 654.64	15	\$ 980.96	20	\$ 1,307.27		
ZyPREXA Relprevv®	210	\$ 610.55	300		405	\$ 1,175.63				
ZyPREXA Zydys®	5	\$ 465.47	10	\$ 684.98	15	\$ 1,011.30	20	\$ 1,337.61		
Risperidone*	0.5	\$ 7.27	1	\$ 7.27	2	\$ 7.54	3	\$ 7.73	4	
RISPERDAL (risperidone) 1 mg/mL Oral Solution ®										
RisperDAL Consta®	12.5	\$ 252.16	25	\$ 502.26	37.5	\$ 752.43	50	\$ 1,002.58		
RisperDAL M-Tab®	0.5		1		2		3		4	
Geodon®	20	\$ 597.50	40	\$ 597.50	60	\$ 724.66	80	\$ 724.66		
Chlorpromazine	10	\$ 30.21	25	\$ 40.34	100	\$ 75.32	200	\$ 104.78		
Amphetamine Salts*	7.5	\$ 24.45	12.5	\$ 24.45	20	\$ 17.93	30	\$ 23.62		
Adderall XR® generic	5	\$ 25.55	10	\$ 25.55	20	\$ 50.27				

Dexmethylphenidate Focalin®, generic tablets	5	\$ 11.71	15	\$ 38.51	25	\$ 34.81		
Focalin® XR, generic	2.5		5	\$ 45.65	10	\$ 39.27	20	\$ 46.30
Methylphenidate Immediate-Release								
chew. Tab	2.5		5		10			
oral solution: 5 mg/5 mL	500ml							
oral solution: 10 mg/5 mL	500ml	\$ 70.50						
tablet	5	\$ 23.20	10	\$ 9.54	20	\$ 10.47		
Extended-release: Concerta®, generic E	18	\$ 70.93	27	\$ 73.07	36	\$ 74.62	54	\$ 76.48
Ritalin® LA, generic	10	\$ 76.88	20	\$ 61.62	30	\$ 62.86	40	\$ 68.43
atoMOXetine Strattera®	10	\$ 60.62	25	\$ 68.37	40	\$ 68.37	100	\$ 74.57
Acamprosate (Campral)								
Tablet, delayed release	333	\$ 15.04						
ALPRAZolam (Xanax, Xanax XR) C-IV								
Tablet	0.25	\$ 7.16	1	\$ 7.36	2	\$ 7.52		
Tablet, sustained release	0.5	\$ 8.68	1	\$ 13.84	2	\$ 9.41	3	\$ 9.79
buPROPion (Budeprion, Wellbutrin, Zyban)								
Tablet	75	\$ 8.75	100	\$ 9.01				
Tablet, sustained release	100	\$ 8.36	150	\$ 8.81	200	\$ 9.01		
Tablet, extended release	150	\$ 9.70	300	\$ 10.10	450			
carBAMazepine (TEGretol, TEGretol XR, Carbatrol)								
Capsule, extended release 12 hr	100	\$ 38.48	200	\$ 38.48	300	\$ 38.48		
Suspension, oral: 100 mg/5 mL								
Tablet	100		200					
Tablet, chewable	100	\$ 15.24	200	\$ 38.60				
Tablet, extended release 12 hr	100	\$ 18.61	200		400	\$ 70.38		
Cariprazine (Vraylar)								
Capsule	1.5	\$ 1,241.23	3	\$ 1,241.23	4.5	\$ 1,241.23	6	\$ 1,241.23
Citalopram (CeleXA)								

Solution, oral: 10 mg/5 mL		173.40/500cc							
Tablet	10	\$ 7.26	20	\$ 7.56	40	\$ 7.78			
clonazepam (Klonopin) C-IV									
Tablet	0.5	\$ 7.11	1	\$ 7.27	2	\$ 7.82			
Tablet, oral disintegrating	0.125	\$ 18.21	0.25	25.99	1	\$ 28.67	2		
cloNIDine (Catapres)									
Patch, weekly transdermal:	0.1 mg/24hr	\$ 47.53	0.2 mg/24hr	\$ 76.02	0.3mg /24hr	\$ 52.31			
Tablet	0.1	\$ 7.63	0.2		0.3	\$ 11.12			
Clorazepate (Tranxene) C-IV									
Tablet	3.75		7.5		15	\$ 115.57			
cloZAPine (Clozaril, Fazaclo, Versacloz)									
Suspension: 50 mg/mL									
Tablet	25	\$ 11.01	50	\$ 16.87	100	\$ 14.76	200	\$ 43.48	
Tablet, oral disintegrating	12.5		25	\$ 70.15	100	\$ 179.67	150	\$ 558.74	200
Dexmethylphenidate, extended release (Focalin XR) CII									
Capsule, oral, extended release	5	\$ 94.24	15	\$ 38.51	25		35	\$ 36.05	
Dextroamphetamine (Dexedrine, Dexedrine spansules, Dextrostat) C-II									
Capsule, extended release 24 hr	5	\$ 45.65	10	\$ 225.08	15				
Tablet	5	\$ 11.71	10	\$ 18.38					
diazepam (Valium, Diastat) C-IV									
Gel, rectal	2.5		10	\$ 315.09	20	\$ 315.09			
Injection: 5 mg/ml									
Solution, oral	1mg/ml				5mg/ml				
Tablet, oral	2		5		10				
Disulfiram (Antabuse)									
Tablet	250	\$ 27.76			500	\$ 31.25			
Divalproex (Depakote, Depakote ER)									

Capsule, delayed release sprinkles, oral	125							
Tablet, delayed release, oral	125	\$ 15.45	250	\$ 8.07	500	\$ 9.24		
Tablet, extended release 24 hr, oral	250	\$ 17.99			500	\$ 11.55		
Donepezil (Aricept)								
Tablet, oral	5	\$ 7.62	10	\$ 7.65	23			
Tablet, oral disintegrating	5		10					
Doxepin (SINEquan, Zonalon)								
Capsule	10	\$ 11.83	25	\$ 31.65	100	\$ 22.93	150	\$ 87.85
Concentrate, oral: 10 mg/mL		32.50/500cc						
DULoxetine (Cymbalta)								
Capsule, delayed release	20	\$ 8.51	30	\$ 9.09	40		60	\$ 10.00
Escitalopram (Lexapro)								
Solution: 5 mg/5 mL								
Tablet	5	\$ 7.67	10	\$ 7.92	20	\$ 8.64		
FLUoxetine (PROzac)								
Capsule	10	\$ 7.24	20	\$ 7.25	40	\$ 9.51		
Liquid, oral: 20 mg/5 mL		40.18/60cc						
Tablet	10	\$ 9.83	20	\$ 12.60	60			
fluPHENAZine (Prolixin)								
Concentrate: 5 mg/mL with 14% alcohol								
Elixir: 2.5 mg/5 mL with 14% alcohol		176.54/500cc						
Injection, as decanoate: 25 mg/mL		82.53/5cc						
Tablet	1	\$ 22.52	2.5	\$ 9.63	5	\$ 213.74	10	\$ 267.72
fluvoxaMINE (Luvox)								
Tablet	25	\$ 9.35	50	\$ 9.85	100	\$ 11.14		
Gabapentin (Neurontin)								
Capsule	100	\$ 7.55	300	\$ 8.04	400	\$ 8.32		

Solution, oral: 250 mg/5 mL									
Tablet	400		600		800				
Haloperidol (Haldol)									
Concentrate, oral: 2 mg/mL	29.43/15cc								
Injection, as decanoate	50 mg/mL	22.86/1cc			100 mg/mL	38.37/1cc			
Injection	5 mg/mL								
Tablet	0.5		2		5		10		20
		\$ 14.56		\$ 23.60		\$ 31.32		\$ 22.07	\$ 39.30
hydrOXYzine (Atarax, Vistaril)									
Capsule	25		50		100				
		\$ 7.99		\$ 8.42		\$ 3,273.00			
Injection, as hydrochloride: 25 mg/mL, 50 mg/mL									
Syrup, as hydrochloride: 10 mg/5 mL		15.60/500cc							
Tablet	10	\$ 7.25	25	\$ 7.51	50	\$ 7.63			
Iloperidone (Fanapt)									
Tablet	1	\$ 609.38	4	\$ 609.38	10		12	\$ 1,198.84	
Imipramine (Tofranil)									
Tablet	10	\$ 10.06	25	\$ 8.10	50	\$ 8.45			
Ingrezza	40	\$ 6,173.36	80	\$ 6,683.17					
lamoTRigine (LaMICTal)									
Tablet	25	\$ 7.36	100	\$ 7.59	150	\$ 8.04	200	\$ 9.15	
Tablet, chewable	5		25						
Tablet, dispersible	25		50	\$ 175.62	100	\$ 186.81	200		
levETIRAcetam (Keppra)									
Solution, oral: 100 mg/mL									
Tablet	250	\$ 7.90	500	\$ 8.72	750	\$ 9.67	1000	\$ 10.75	
Levothyroxine (Synthroid, Levoxy)									
Tablet	25 mcg	\$ 15.77	88 mcg	\$ 12.45	125 mcg	\$ 20.34	200 mcg	\$ 23.61	
Lisdexamfetamine (Vyvanse) C-II									
Capsule	10	\$ 306.43	30	\$ 306.43	50	\$ 306.43	60	\$ 306.43	

Lithium Carbonate (Eskalith, Lithonate, Lithobid)								
Capsule	150	\$ 5.60	300	\$ 7.76	600	\$ 12.09		
Tablet	300	\$ 8.60						
Tablet, controlled release	450	\$ 9.78						
Tablet, slow release	300	\$ 9.09						
Lithium Citrate Syrup: 300 mg/5 mL		156.80/500cc						
LORazepam (Ativan) C-IV								
Injection: 2 mg/mL, 4 mg/mL								
Solution, oral: 2 mg/mL								
Tablet	0.5	\$ 7.80	1	\$ 7.49	2	\$ 8.26		
Loxapine (Loxitane)								
Capsule	5	\$ 9.68	10	\$ 12.74	25	\$ 17.37	50	\$ 18.13
Lurasidone (Latuda)								
Tablet	20	\$ 1,264.55	60	\$ 1,264.55	80	\$ 1,264.55	120	\$ 1,886.84
Methylphenidate, sustained release (Ritalin SR, Concerta, Metadate CD) C-II								
Tablet, extended release (Concerta)	18		27		36		54	
Naltrexone	50	\$ 26.36						
Narcan Nasal Spray		\$ 131.00						
Nortriptyline (Pamelor)								
Capsule	10	\$ 9.48	25	\$ 7.91	50	\$ 8.20	75	\$ 8.73
Solution: 10 mg/5 mL								
Nuedexta 20/10		\$ 568.57						
OLANzapine (ZyPREXA, ZyPREXA Zydis, ZyPREXA Relprevv)								
Injection: 10 mg/2 mL								
Injection as pamoate	210		300		405			
Tablet	2.5	\$ 7.89	7.5	\$ 8.37				
Tablet, rapid dissolving	2.5		7.5		10	\$ 16.75	20	\$ 26.93
Omega-3-acid ethyl esters (Lovaza) Capsule								

OXcarbazepine (Trileptal)									
Suspension, oral: 300 mg/5 mL									
Tablet	150	\$ 9.67	300	\$ 9.65	600	\$ 11.26			
Paliperidone (Invega, Invega Sustenna)									
Injection, long acting	39		78	\$ 921.93	117	\$ 1,381.92	156	\$ 1,841.97	234
Tablet, extended release	1.5	\$ 187.74	6	\$ 187.74	9	\$ 707.48			\$ 2,761.89
PARoxetine (Paxil)									
Suspension, 10 mg/5 ml									
Tablet	10	\$ 13.26	20	\$ 8.53	30	\$ 14.31	40	\$ 9.85	
Tablet, extended release 24 hr	12.5	\$ 20.86	25	\$ 21.47	37.5	\$ 72.75			
Pramipexole (Mirapex)									
Tablet	0.125	\$ 7.31	0.5		1.5	\$ 8.23			
QUetiapine (SEROquel)									
Tablet	25	\$ 7.24	100	\$ 7.97	300	\$ 10.00	400	\$ 11.09	
SEROquel XR®	50	\$ 9.95	150	\$ 12.57	300	\$ 14.74	400	\$ 16.11	
Sertraline (Zoloft)									
Concentrate, oral: 20 mg/mL									
Tablet	25	\$ 7.26	50	\$ 7.52	100	\$ 7.93			
Suboxone									
Tab 2/0.5		\$ 28.77							
Tab '8/2									
Suboxone		\$ 23.38							
SL Film 8/2		\$ 266.87							
SL Film 12/3		\$ 531.74							
Temazepam (Restoril) C-IV									
Capsule	7.5	\$ 21.99	15	\$ 8.73	22.5		30	\$ 8.20	
Thioridazine (Mellaril)- RESERVE USE									

Tablet	10	\$ 12.53	25	\$ 14.88	50	\$ 16.92	100	\$ 18.32	
Thiothixene (Navane)									
Capsule	1	\$ 32.65	2	\$ 18.56	5	\$ 24.67	10	\$ 32.01	
Topiramate (Topamax)									
Capsule, sprinkle, oral	15	\$ 10.38	25						
Tablet, oral	25	\$ 7.57	50	\$ 7.37	100	\$ 7.89	200	\$ 9.27	
Cap XR	25		100	\$ 590.61	150		200		
traZODone (Desyrel)									
Tablet	50	\$ 7.20	100	\$ 7.67	150	\$ 8.48	300		
Trifluoperazine (Stelazine)									
Tablet	1		2	\$ 33.81	5	\$ 22.06	10	\$ 58.13	
Trihexyphenidyl (Artane)									
Elixir: 2 mg/5 mL									
Tablet	2		5						
		\$ 7.56		\$ 8.71					
Trintellex	5	\$ 397.94	10	\$ 397.94	20	\$ 397.94			
Valproic Acid/Valproate (Depakene)									
Capsule, oral	250	\$ 12.33							
Syrup, oral 250/5ml									
		14/500cc							
Venlafaxine (Effexor)									
Capsule, extended release 24 hr, oral	37.5	\$ 10.90	75	\$ 17.93	150	\$ 17.37			
Tablet, oral	25	\$ 8.11	37.5	\$ 8.15	75	\$ 8.52	100	\$ 8.84	
Tablet, extended release 24 hr, oral	37.5		75		150		225		
Zaleplon (Sonata) C-IV									
Capsule	5	\$ 10.01	10	\$ 10.01					
Ziprasidone (Geodon)									
Capsule	20	\$ 12.11	40	\$ 12.11	60	\$ 12.65	80	\$ 12.65	
Injection: 20 mg									

EXHIBIT K
Signed Acknowledgement of Addendum 2

(signed copy in original copy and PDF on USB)



COMMONWEALTH of VIRGINIA

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www.dbids.virginia.gov

HUGHES MELTON, MD, MBA
FAAFP, FABAM
COMMISSIONER

March 20, 2019

ADDENDUM NO. 2 TO ALL OFFERORS:

Reference - RFP: 720-4723
Commodity: Pharmacy Services and Telemedicine
Dated: March 20, 2019
For Delivery To: Departments, Institutions,
Agencies, Commonwealth of Virginia
Bid Due: See Attached
Prebid Conference: February 26, 2019

The above is hereby changed to read:

- 1. Reference Page 1, Proposal Due Date: Change to read "Sealed Proposals Will Be Received Until April 19, 2019, 10:00 am EDST For Furnishing The Goods/Services Described Herein.
- 2. Reference Page 1, Proposal Opening Date: Change to read "Proposals Will Be Opened in Public at 2 p.m., April 22, 2019."

Note: A signed acknowledgment of this addendum must be received at the location indicated on the RFP either prior to the proposal due date and hour or attached to your proposal. Signature on this, Addendum # 2 and on Addendum #1 does not substitute for your signature on the original proposal document. The original proposal document must be signed as well as all Addenda.

Very truly yours,

Mary R. Brown
Contract Officer
Phone: 804-663-7264

Genoa Healthcare
Name of Offering Firm
Melton CEO
Signature/Title
4-9-19
Date



COMMONWEALTH of VIRGINIA

ALISON G. LAND, FACHE
COMMISSIONER

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CONTRACT MODIFICATION

Date: October 5, 2021

Contract Number: 720-4723-01

Renewal Number: 1 of 4

Modification Number: 01

Issued By: Department of Behavioral Health and Developmental Services
Procurement and Administrative Services
1220 Bank Street
Richmond, VA 23219

Contractor: Genoa Healthcare

Commodity Description: Pharmacy Services & Telemedicine

This Supplemental Agreement is entered into pursuant to the provision of the basic contract.

- Whereas the Commonwealth desires to renew the performance period of the contract; now, therefore, it is agreed that the contract performance period shall be renewed from December 1, 2021 through November 30, 2022.

The Contractor shall not exceed the purchase order amount without the approval of the Purchasing Agency or Facility. Should an increase be warranted, the Purchasing Agency or Facility will issue a change order to the purchase order.

Description of Modification; effective December 1, 2021:

- Reference page 26, Section III. Scope of Work, Paragraph B. Requirements, Letter D. Telehealth services; delete in its entirety and replace with the following:

D. Telehealth services

The Contractor shall be responsible for using its best efforts to refer Psychiatrists or Nurse Practitioners as required, upon request from the CSB covered under this contract under the conditions itemized below:

POSITION	RATE PER HOUR	RATE PER 4 HOUR SESSION
PSYCHIATRIST	\$196.95	\$787.80
NURSE PRACTITIONER	\$136.35	\$545.40

Description of Modification; effective immediately:

3. Reference page 42, Section VII. GENERAL TERMS AND CONDITIONS, Paragraph A.; delete in its entirety and replace with the following:
 - A. **VENDORS MANUAL**: This contract is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The process for filing a complaint about is in section 7.13 of the Vendors Manual. (Note section 7.13 does not apply to protests of awards or formal contractual claims.) The procedure for filing contractual claims is in section 7.19 of the Vendors Manual. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under "I Sell To Virginia".
4. Reference page 42, Section VII. GENERAL TERMS AND CONDITIONS, Paragraph C.; delete in its entirety and replace with the following:
 - C. **ANTI-DISCRIMINATION**: Contractors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - d. If the contractor employs more than five employees, the contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.
 - e. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.
 - f. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

5. Reference page 48, Section VII. GENERAL TERMS AND CONDITIONS, Paragraph W.; delete in its entirety and replace with the following:
- W. NONDISCRIMINATION OF CONTRACTORS:** A contractor shall not be discriminated against in the or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the Contractor employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
6. Reference SECTION VII. GENERAL TERMS AND CONDITIONS; add the following:
- CC. CIVILITY IN STATE WORKPLACES:** The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a “Contract Worker”), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.
- The contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in agency training on civility in the State workplace if contractor’s (and any subcontractor’s) regular mandatory training programs do not already encompass equivalent or greater expectations. Upon request, the contractor shall provide documentation that each Contract Worker has received such training.
- For purposes of this Section, “State workplace” includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.
- The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section.
- This Section creates obligations solely on the part of the contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic , but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.
7. Reference Section VIII. SPECIAL TERMS AND CONDITIONS; add the following:
- M. FEDERALLY IMPOSED TARIFFS:** In the event that the President of the United States, the United States Congress, Customs and Border Protection, or any other federal entity authorized by law, imposes an import duty or tariff (a “tariff”), on an imported good that results in an increase in contractor’s costs to a level that renders performance under the Agreement impracticable, the Commonwealth may agree to an increase to the purchase price for the affected good. No increase in purchase price may exceed 25% of the additional tariff imposed on the goods imported or purchased by the contractor that are provided to the Commonwealth under this Agreement.
- Prior to the Commonwealth agreeing to a price increase pursuant to this Section, the contractor must provide to the Commonwealth, the following documentation, all of which must be satisfactory to the Commonwealth:
- evidence demonstrating: (i) the unit price paid by contractor as of the date of award for the good or raw material used to furnish the goods to the Commonwealth under this Agreement, (ii) the applicability of the tariff to the specific good or raw material, and (iii) contractor’s payment of the increased import duty or tariff (either directly or through an increase to the cost paid for the good or raw material). The evidence submitted shall be sufficient in detail and content to allow the Commonwealth to verify that the tariff is the cause of the price change.

- a certification signed by contractor that it has made all reasonable efforts to obtain the good or the raw materials comprising the good procured by the Commonwealth at a lower cost from a different source located outside of the country against which the tariff has been imposed.
- a certification signed by contractor that the documentation, statements, and any other evidence it submits in support of its request for a price increase under this Section are true and correct, and that the contractor would otherwise be unable to perform under this Agreement without such price increase.
- as requested by the Commonwealth, written instructions authorizing the Commonwealth to request additional documentation from individuals or entities that provide the good or the raw materials to verify the information submitted by contractor.

If the Commonwealth agrees to a price increase pursuant to this Section, the parties further agree to add the following terms to this Agreement:

- During the Term and for five (5) years after the termination of this Agreement, contractor shall retain, and the Commonwealth and its authorized representatives shall have the right to audit, examine, and make copies of, all of contractor's books, accounts, and other records related to this Agreement and contractor's costs for providing goods to the Commonwealth, including, but not limited to those kept by the contractor's agents, assigns, successors, and subcontractors.
- Notwithstanding anything to the contrary in this Agreement, the Commonwealth shall have the right to terminate this Agreement for the Commonwealth's convenience upon 15 days' written notice to contractor.

In the event the import duty or tariff is repealed or reduced prior to termination of this Agreement, the increase in the Commonwealth's contract price shall be reduced by the same amount and adjusted accordingly.

- Any material misrepresentation of fact by contractor relating in any way to the Commonwealth's payment of additional sums due to tariffs shall be fraud against the taxpayer's of the Commonwealth and subject contractor to treble damages pursuant to the Virginia Fraud Against Taxpayers Act.

8. Reference page 53, Section VIII. METHOD OF PAYMENT; delete in its entirety and replace with the following:

VIII. METHOD OF PAYMENT

- A. Payment: The Contractor will be paid in accordance with the Prompt Pay Act after receipt and acceptance of goods/services and an accurate invoice. All invoices must include the unique contract and/or purchase order number. Failure to include required elements from the invoices may result in the invoice being returned for correction. The Contractor shall submit separate invoices to each DBHDS facility by the 10th day of the month following the month in which services were rendered. Payment will be made based on the Contractor's CARDINAL account. CARDINAL is the Commonwealth of Virginia's (COV) State Accounting System. Contractors can select to be paid via EPAY, via EDI/check or via VISA (the Commonwealth's small purchase or gold card charge card).

- EPAY – when a Contractor is set-up for EPAY, payments will go onto a Virtual Credit/Debit Card.
- EDI/CHECK - when a Contractor is set-up for EDI/check, payment will be made by check or electronic payment. Checks will be mailed on the due date (30 days from receipt of goods or services whichever is later); therefore, there could be a 7 – 10 day delay before the vendor receives the check. If EDI is selected, payments will show up in the Contractor's selected bank account on the due date.
- VISA - VISA is the Commonwealth's purchase charge card (pcard). When a Contractor is set-up for pcard payment, he/she will receive an encrypted email with the pcard holder's card information. When VISA is the payment of choice, the Contractor shall be responsible for eVA Transaction and Credit Card Merchant Processing Fees; fees shall not be applied to any invoice issued to the COV.

The Contractor will be paid in accordance with the Prompt Pay Act after receipt and acceptance of goods/services and an accurate invoice. All invoices must include the unique contract and/or purchase order number. Failure to include required elements from the invoices may result in the invoice being returned for correction. The Contractor shall submit separate invoices, to each facility utilizing the contract, by the 10th day of the month following the month in which services were rendered.

Except for the changes provided herein, all other terms and conditions of this contract remain unchanged and in full force and effect.

CONTRACTOR:		PURCHASING AGENCY:	
BY:	<small>DocuSigned by:</small> <i>Suzanne Tamer</i> <small>95602E346CFC42E...</small>	BY:	<small>DocuSigned by:</small> <i>Pamela Logan</i> <small>9226DE977B0C4FC...</small>
PRINTED NAME:	Suzanne Tamer	PRINTED NAME:	Pamela Logan
TITLE:	Regional Vice President	TITLE:	Senior Procurement Officer
DATE:	11/3/2021 16:28 EDT	DATE:	11/4/2021 06:54 EDT



COMMONWEALTH of VIRGINIA

ALISON G. LAND, FACHE
COMMISSIONER

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CONTRACT MODIFICATION

Date: December 22, 2021

Contract Number: 720-4723-01(a) Genoa Healthcare, LLC
720-4723-01(b) Genoa Telepsychiatry, Inc.

Renewal Number: N/A

Modification Number: 02 - 720-4723-01(a) Genoa Healthcare, LLC
01 - 720-4723-01(b) Genoa Telepsychiatry, Inc.

Issued By: Department of Behavioral Health and Developmental Services
Procurement and Administrative Services
1220 Bank Street
Richmond, VA 23219

Existing Contractor: Genoa Healthcare, LLC
707 South Grady Way, Suite 700
Renton, WA 98057

Contractor being added: Genoa Telepsychiatry, Inc.
2848 W. Highland Street
Allentown PA 18104

Commodity Description: Pharmacy Services and Telemedicine

This Supplemental Agreement is entered into pursuant to the provision of the basic contract and any contract modifications. DBHDS has issued one (1) prior modification, to contract 720-4723-01(a), which should be included in the contract.

Description of Modification; effective immediately:
Reference Section VII. GENERAL TERMS & CONDITIONS, Paragraph N. ASSIGNMENT OF CONTRACT:

On November 19, 2019, DBHDS awarded a contract to Genoa Healthcare for Pharmacy Services and Telemedicine because this is how they responded to the solicitation. Genoa Healthcare and Genoa Telepsychiatry, Inc. are two separate entities and separate contracts should have been issued.

Going forward, Genoa Healthcare and Genoa Telepsychiatry are assigned two separate contract numbers; as shown below. Each contract shall be renewed and modified separately.

Contract #: 720-4723-01(a) Genoa Healthcare, LLC, Modification #02
Contract #: 720-4723-01(b) Genoa Telepsychiatry, Inc., Modification #01

Genoa Healthcare, LLC, contract number 720-4723-01(a), shall provide all goods and services related to Pharmacy Services.

Genoa Telepsychiatry, Inc., contract number 720-4723-01(b), shall provide all goods and services related to Telemedicine.

Except for the changes provided herein, all other terms and conditions of this contract remain unchanged and in full force and effect.

EXISTING CONTRACTOR GENOA HEALTHCARE:	ADDED CONTRACTOR GENOA TELEPSYCHIATRY, INC.:
BY: <i>Suzanne Tamer</i> <small>95602E346CFC42E...</small>	BY: <i>Tracie Meyer</i> <small>0CC6405501AA41D...</small>
PRINTED NAME: Suzanne Tamer	PRINTED NAME: Tracie Meyer
TITLE: Regional Vice President	TITLE: Director, Clinic Partnerships
DATE: 12/28/2021 19:34 EST	DATE: 12/23/2021 10:13 EST
E-MAIL ADDRESS: stamer@genoahealthcare.com	E-MAIL ADDRESS: tmeyer@genotelepsychiatry.com

PURCHASING AGENCY:
BY: <i>Pamela Logan</i> <small>9226DE977B0C4FC...</small>
PRINTED NAME: Pamela Logan
TITLE: Senior Procurement Officer
DATE: 1/10/2022 08:55 EST



COMMONWEALTH of VIRGINIA

NELSON SMITH
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CONTRACT MODIFICATION

Date: November 10, 2022

Contract Number: 720-4723-01(a)

Renewal Number: 2 of 4

Modification Number: 03

Issued By: Department of Behavioral Health and Developmental Services
Procurement and Administrative Services
1220 Bank Street
Richmond, VA 23219

Contractor: Genoa Healthcare, LLC

Commodity Description: Pharmacy Services and Telemedicine

This Supplemental Agreement is entered into pursuant to the provision of the basic contract and any contract modifications. DBHDS has issued two (2) prior modifications which should be included in the contract.

1. Whereas the Commonwealth desires to renew the performance period of the contract; now, therefore, it is agreed that the contract performance period shall be renewed from December 1, 2022, through November 30, 2023.

The Contractor shall not exceed the purchase order amount without the approval of the Purchasing Agency. Should an increase be warranted, the Purchasing Agency will issue a change order to the purchase order.

Description of Modification; effective immediately:

2. Reference page 49, Section VIII. Paragraph C.: delete in its entirety and replace with the following:

C. eVA ORDERS AND CONTRACTS: The contract will result in multiple purchase orders with the applicable eVA transaction fee assessed for each order.

Except for the changes provided herein, all other terms and conditions of this contract remain unchanged and in full force and effect.

CONTRACTOR: Genoa Healthcare, LLC	PURCHASING AGENCY: Department of Behavioral Health and Developmental Services
BY: <small>DocuSigned by:</small> <i>Suzanne Tamer</i> <small>ED57D390BD834C0...</small>	BY: <small>DocuSigned by:</small> <i>Pamela Logan</i> <small>9226DE977B0C4FC...</small>
PRINTED NAME: Suzanne Tamer	PRINTED NAME: Pamela Logan
TITLE: Regional Vice President	TITLE: Senior Procurement Officer
DATE: 11/14/2022 6:40 AM PST	DATE: 11/14/2022 10:16 EST