

SERIAL 04227 RFP

PHARMACY SERVICES – CHS

DATE OF LAST REVISION: December 17, 2015

CONTRACT END DATE: September 30, 2016

**AMENDMENT #1 – (dtd 7/6/09) Consists of clarification language found in Exhibit A, Scope of Work which adds clarification language to Section 2.1.16, subsection c) regarding Emergency prescription delivery fee, and adds subsection 6) to Section 2.1.27 regarding restocking fees for returned medication(s) and the application of credit. New and/or clarified language is reflected in bold characters. Exhibit B PRICING is also modified to reflect the changes found in this amendment. Effective date for AMENDMENT #1 is AUGUST 1, 2009.**

**CONTRACT PERIOD THROUGH SEPTEMBER 30, ~~MARCH 31 2010-2011 2012 2013 2014 2015~~ 2016**

TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **PHARMACY SERVICES – CHS (NIGP 94872)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **March 09, 2005**.

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

---

Wes Baysinger, Chief Procurement Officer  
Office of Procurement Services

AS/jl  
Attach

Copy to: Office of Procurement Services  
**Jeffrey Alvarez, Correctional Health Services**  
**Lisa Gardner, Correctional Health Services**



## CONTRACT PURSUANT TO RFP DIAMOND PHARMACY SERVICES

This Contract is entered into this 23rd day of March, 2005 by and between Maricopa County (“County”), a political subdivision of the State of Arizona, and, Diamond Pharmacy Services, a Pennsylvania Corporation (“Contractor”) for the purchase of Pharmacy Services.

### 1.0 TERM

- 1.1 This Contract is for a term of five (5) years, beginning on the 9<sup>th</sup> day of March, 2005 and ending the ~~30<sup>th</sup> 31<sup>st</sup>~~ day of ~~September March, 2010 2011 2012 2013 2014 2015~~ **2016**.
- 1.2 The County may, at its option and with the agreement of the Contractor, extend the period of this Contract for additional one (1) year terms up to a maximum of ~~five (5)~~ **six (6)** additional terms. The County shall notify the Contractor in writing of its intent to extend the Contract period at least thirty (30) calendar days prior to the expiration of the original contract period, or any additional term thereafter.
- 1.3 **The County and the Contractor agree to amend the contract to extend the performance period an additional six (6) months until September 30<sup>th</sup>, 2016. The County and the Contractor additionally agree to the option to continue performance on a month to month basis for up to an additional six (6) months until March 31<sup>st</sup>, 2017.**

### 2.0 PAYMENT

- 2.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum stated in Final Pricing, attached hereto and incorporated herein as Exhibit “A.” Payment shall be made as set forth in the RFP and or the Best and Final Offer.
- 2.2 Payment under this Contract shall be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the purchase order. Invoices shall contain the following information: purchase order number, item numbers, description of supplies and/or services, sizes quantities, unit prices, and extended totals and applicable sales/use tax. The County is not subject to excise tax.

### 3.0 DUTIES

- 3.1 The Contractor shall perform all duties stated in the Agreed Scope of Work, attached hereto and incorporated herein as Exhibit “B.”
- 3.2 Contractor shall perform services at the location(s) and time(s) stated in Exhibit “B,” or in the purchase order requesting such services.
- 3.3 During the Contract term, County shall provide Contractor’s personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

4.0 TERMS & CONDITIONS

4.1 INDEMNIFICATION AND INSURANCE:

4.1.1 INDEMNIFICATION

~~To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.~~

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

4.1.1.1 **To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.**

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

4.1.1.3 **The scope of this indemnification does not extend to the sole negligence of County.**

4.1.2 **ABROGATION OF ARIZONA REVISED STATUTES SECTION 34-226:**

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, **CONTRACTOR** shall defend, indemnify and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including **COUNTY**.

The scope of this indemnification does not extend to the sole negligence of **COUNTY**.

4.1.3 INSURANCE REQUIREMENTS.

**CONTRACTOR**, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of ~~B++6-A+~~. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of **COUNTY**. The form of any insurance policies and forms must be acceptable to **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of **COUNTY**, constitute a material breach of this Contract.

**CONTRACTOR'S** insurance shall be primary insurance as respects **COUNTY**, and any insurance or self-insurance maintained by **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect **COUNTY**.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to **COUNTY** under such policies. **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and **COUNTY**, at its option, may require **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

**COUNTY** reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

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

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

4.1.3.1 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than ~~\$1,000,000~~ **\$2,000,000.00** for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a ~~\$2,000,000~~ **\$4,000,000.00** General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. There shall be no endorsement or modification of the CGL limiting the scope of

coverage for liability arising from explosion, collapse, or underground property damage.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The CGL and the commercial umbrella coverage, if any, additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 10 01, and shall include coverage for **CONTRACTOR'S** operations and products.

4.1.3.2 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance with a combined single limit for bodily injury and property damage of no less than \$1,000,000 \$2,000,000.00, each occurrence, with respect to **CONTRACTOR'S** vehicles (including owned, hired, non-owned), assigned to or used in the performance of this Contract. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

4.1.3.3 Workers' Compensation. **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than ~~\$100,000~~ **\$1,000,000.00** for each accident, ~~\$100,000~~ **\$1,000,000.00**disease for each employee, and ~~\$500,000~~ **\$1,000,000.00**disease policy limit.

**CONTRACTOR** waives all rights against **COUNTY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by **CONTRACTOR** pursuant to this agreement.

In case any work is subcontracted, **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of **CONTRACTOR**.

#### 4.1.4 Certificates of Insurance.

4.1.4.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

4.1.4.2 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon ~~48 hours~~ **ten (10) business days** notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and

acceptance of **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to **COUNTY** fifteen (15) days prior to the expiration date.

4.1.4.3 Cancellation and Expiration Notice.

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

4.2 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Bank of America MasterCard Procurement Card, or other procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract.

4.3 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County at its option to utilize the Internet to place orders under this Contract.

4.4 NOTICES:

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

For County:

Maricopa County  
Office of Procurement Services  
Attn: Director of Purchasing  
320 West Lincoln Street  
Phoenix, Arizona 85003

For Contractor:

Diamond Pharmacy Services  
Attn: Mark J. Zilner, R.ph.  
645 Kolter Drive  
Indiana, PA 15701-3570

4.5 REQUIREMENTS CONTRACT:

~~Contractor signifies its understanding and agreement by signing this document, that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made. Orders will only be placed when County identifies a need and issues a purchase order.~~

~~Contractor shall take no action under this Contract unless specifically requested by County, which shall submit a written purchase order to Contractor requesting that work be performed or product be delivered.~~

~~County reserves the right to cancel purchase orders within a reasonable period of time after issuance. Should a purchase order be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor pursuant to the purchase order. The County will not reimburse the Contractor for any costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order. Contractor agrees to accept verbal cancellation of purchase orders.~~

Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid will be a requirements contract. However, the Contract does not guarantee any purchases will be made. It only indicates that if purchases are made for the materials contained in the Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.

County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Contractors agree to accept verbal notification of cancellation from the County Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

4.6 ESCALATION:

Any requests for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the Producer Price Index or by performing a market survey.

~~4.7 TERMINATION:~~

~~County may unconditionally terminate this Contract for convenience by providing thirty (30) calendar days advance notice to the Contractor.~~

~~County may terminate this Contract if Contractor fails to pay any charge when due or fails to perform or observe any other material term or condition of the Contract, and such failure continues for more than ten (10) days after receipt of written notice of such failure from County, or if Contractor becomes insolvent or generally fails to pay its debts as they mature.~~

4.7 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

4.8 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after the County deems that the Contractor has failed to remedy the problem after being forewarned.

4.9 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate the Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate the Contract. Prior to termination of the Contract, the County shall give the Contractor fifteen- (15) calendar

**day's written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.**

4.10 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

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

4.11 OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.12 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.13 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

4.14 AMENDMENTS:

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

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

4.15.1 **In accordance with section MCI 367 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.**

4.15.2 **If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.**

4.16 AUDIT DISALLOWANCES:

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

4.17 VALIDITY:

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

4.18 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.19 INTEGRATION

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

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

4.20.1 **By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system. I-9 forms are available for download at USCIS.GOV.**

4.20.2 **The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.**

~~4.21 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:~~

~~4.21.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.~~

~~4.21.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of~~

~~the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.~~

**4.22 CONTRACTOR LICENSE REQUIREMENT:**

- 4.22.1 **The Respondent shall procure all permits, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his business. The Respondent shall keep fully informed of existing and future Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same.**
- 4.22.2 **Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1502 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.**

**4.23 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

- 4.23.1 **The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:**
  - 4.23.1.1 **are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;**
  - 4.23.1.2 **have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;**
  - 4.23.1.3 **are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and**
  - 4.23.1.4 **have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.**
- 4.23.2 **Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.**

**4.24 INFLUENCE**

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

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

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

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

4.25 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE)

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you do not want to grant such access to a member of \$AVE, please so state in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

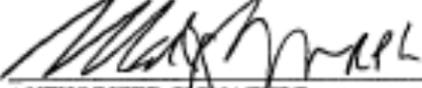
4.26 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract.

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

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

CONTRACTOR

  
AUTHORIZED SIGNATURE

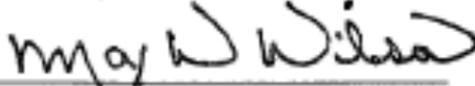
MARK J. ZILNER RPH DIRECTOR OF OPERATIONS  
PRINTED NAME AND TITLE  
DIAMOND PHARMACY SERVICES  
645 KOLTER DRIVE  
INDIANA, PA. 15701-3570  
ADDRESS

2/25/05  
DATE

MARICOPA COUNTY

BY: \_\_\_\_\_  
DIRECTOR, MATERIALS MANAGEMENT

\_\_\_\_\_  
DATE

BY:   
CHAIRMAN, BOARD OF SUPERVISORS

3/17/05  
DATE

ATTESTED:

  
CLERK OF THE BOARD

3/17/05  
DATE 030905

APPROVED AS TO FORM  
  
MARICOPA COUNTY ATTORNEY

3/15/05  
DATE

DEPUTY MARICOPA COUNTY ATTORNEY

**EXHIBIT A  
PRICING**

**SERIAL 04227-RFP**

PRICING SHEET

**NIGP 94872**

BIDDER NAME:

Diamond Pharmacy Services

F.I.D./VENDOR #:

W000000730

BIDDER ADDRESS:

645 Kolter Drive  
Indiana, PA 15701-3570

P.O. ADDRESS:

Same as above

BIDDER PHONE #:

800-882-6337

BIDDER FAX #:

724-349-2604

COMPANY WEB SITE:

[www.diamondpharmacy.com](http://www.diamondpharmacy.com)

COMPANY CONTACT (REP):

Mark J. Zilner, R.Ph.

E-MAIL ADDRESS (REP):

[mzilner@diamondpharmacy.com](mailto:mzilner@diamondpharmacy.com)

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL:  X  YES

PAYMENT TERMS:

NET 30

X

**1.0 PRICING:**

PRICING FOR PHARMACY SERVICES SHALL BE BASED UPON THE FOLLOWING FORMULA: BASE COST (ACTUAL ACQUISITION COST OF MEDICATIONS OR PHARMACEUTICAL SUPPLIES, PLUS A DISPENSING FEE OF \$3.40, PER PRESCRIPTION FOR PATIENT SPECIFIC ORDERS AND PER STOCK PIECE ON NON ORAL SOLID STOCK MEDICATIONS, AND BASE COST OF AAC AT THE TIME OF DISPENSING PLUS 10% PLUS \$2.00 PER CARD ON ORAL SOLIDS PROVIDED AS STOCK IN A BLISTER CARD.

BACKUP EMERGENCY ORDERS WILL BE PAID AT CONTRACTED NEGOTIATED BACKUP PHARMACY RATE PLUS ACTUAL DELIVERY FEE

**MEDICATION RETURNED BY CHS SHALL BE CREDITED AT ACTUAL ACQUISITION COST. LESS A \$1.45 PROCESSING FEE PER CARD. IF THE AAC IS LESS THAN \$1.45, NO COST SHALL BE ASSESSED TO CHS FOR THE RETURN AND THE CREDIT ISSUED SHALL BE \$0.00**

EXHIBIT B  
SCOPE OF WORK  
04227 – RFP

1.0 **INTENT:**

Contractor shall provide pharmaceutical and durable medical goods services to Maricopa County Correctional Health Services (CHS), as defined herein. Contractor shall provide comprehensive pharmaceutical services to include timely filling of prescription medications for prisoners in a blister-pack format as well as 24-hour-a-day consultative services by a licensed pharmacist. In addition, the firm shall also supply intravenous and injectable medications as well as the necessary fluids and equipment for intravenous therapy. The Contractor shall also supply a reasonable assortment of durable medical goods available by physician prescription. Pharmacy services shall be provided at Maricopa County Correctional Health facilities and other approved sites. Contractor shall provide all equipment, supplies, medication and labor within the scope of this agreement.

2.0 **SCOPE OF WORK:**

The contractor shall address pharmacy service requirements for CHS in full compliance with the requirements/agreement as defined herein. Contractor services shall be defined generally as general and specialized pharmacy services including a comprehensive pharmaceutical services program, for CHS. Services provide shall be in complete compliance with all governing federal, state and local laws, statutes, rules and regulations.

This section will address the service requirements for the requested pharmaceuticals services. The contractor shall provide the County Jails with general and specialized pharmacy services, including a comprehensive pharmaceutical services program. These services must conform to all governing federal, state, and local laws, statutes, rules, and regulations. At a minimum, the following services are required. The requirements in the RFP shall be restated in bold type. Performance requirements of the contract are set forth below the bold typing.

**2.1.1 All-inclusive provision of pharmaceuticals, including but not limited to over-the-counter medications, IV medications, vaccines, durable medical supplies, and all related supplies to the provision of pharmaceuticals.**

- 1) All orders submitted via facsimile or telephone shall be delivered to the designated County Jail facility the following day, excepting Sundays and national holidays. All deliveries shall be delivered in accordance with the facility's rules and regulations governing security for the facility.
- 2) Contractor shall arrange for next day delivery of all orders that CHS has faxed, telephoned or **submitted** electronically to Contractor by 1:00 p.m. MT and all late orders that CHS has telephoned in to Contractor by 6:00 p.m. ET. CHS will order each refill by 2:00 p.m. **ET** at least 3 days before the refill is due. Shipment shall be via FedEx next day air delivery or, for shipments on Christmas, New Years, and Memorial Day, via US Postal Service express delivery, when such delivery is available.
- 3) Contractor will ship all orders six days a week, Monday through Saturday, for next day delivery **excluding** Sundays and major federal holidays. All orders shall have a guaranteed delivery time of 10:30 a.m. during the week and by noon on Saturdays. All necessary orders for Sunday will be processed by a prearranged contracted local back up pharmacy or will be shipped Monday.
- 4) Contractor will deliver all medications by the guaranteed time the following day unless (1) a medication is on **national** backorder, or (2) contractor is "out of stock" of the medication, in which case the delivery will be the following day. In the event the County determines that FedEx delivery schedule is not "working" adequately for the County's purposes, contractor will ship with another next-day air carrier that is acceptable to County.

- 5) Shipments will be delivered in accordance with the Maricopa County Sheriff's Office's (MCSO) rules and *regulations* regarding security.
- 6) In the event contractor does not have sufficient supply of a medication, contractor shall obtain the *medication* from one of contractor's retail pharmacies or within contractor's local pharmacy network. In the event *contractor is unable to obtain the medication from within its local area, contractor will order the medication* to be dispensed from a back-up Phoenix Metro-area pharmacy or obtain the medication from contractor's wholesaler the following day.
- 7) Contractor shall provide in every medication shipment a detailed computerized delivery manifest (the "Delivery Manifest") suitable for reconciling all items in the shipment and the cost accrued for each medication order in the designated-billing cycle. The Delivery Manifest will contain a clearly itemized, computer *listing* containing the following information: inmate name; inmate identification number; facility name and location; prescription number; medication name, strength, and manufacturer; quantity of medication dispensed; date dispensed; and price.
- 8) Contractor shall include within the Delivery Manifest an exception report section that clearly indicates whether an item is not delivered due to back order, owed, too soon to refill, out of refills, or any other reason.
- 9) Contractor shall correct any shortage within 24 hours after receiving notice of the shortage. Contractor shall, upon request by CHS, arrange immediate delivery of any shortage via a Phoenix-area back-up pharmacy.
- 10) Each day, Contractor shall provide CHS Administration with a delivery report ("Delivery Report"), in CHS' preferred format, sorted in the following order: inmate name; inmate identification number, facility name and location, prescription number; medication name, strength, and manufacturer; quantity of medication dispensed; date dispensed; and price. Contractor shall provide the following Delivery Reports:
  - a. Medication Delivery Report – An alphabetical printout of all medications dispensed by day.
  - b. Scheduled Items Report – An alphabetical printout of all controls dispensed by day.
  - c. Billing Report – Delivery report containing all medications, NDC numbers, and price for all medications dispensed that day.
  - d. Any other reports requested by CHS.
- 11) Every order will be tracked daily to ensure timeliness and accuracy of each delivery. Upon request by a CHS facility, contractor will automatically e-mail the facility with the FedEx or UPS tracking number. Contractor will set up each facility with a FedEx account so that the facility will be able to view all packages to be shipped to the facility. Contractor, at County's request will set up reference numbers with facility codes and dates so the County facilities may track a package via telephone.
- 12) Delivery Tracking – Contractor will track every order daily to ensure timeliness and accuracy of each delivery. Contractor shall be capable of providing CHS with delivery times and signature names. Upon request by CHS, Contractor shall provide the following tracking services to any facility:
  - a. An automatic daily e-mail with the FedEx or UPS tracking information linked to the facility's specific tracking number and to the shipping company's website for one click package tracking.
  - b. A special FedEx account that will allow online viewing of all packages to be shipped to the facility.
  - c. Setup reference numbers with the facility code and dates so that a CHS facility may track a package via telephone.

**2.1.2 Consultant personnel and services as necessary and as prescribed by law.**

- 1) Contractor and Contractor's pharmacy shall be available to CHS 24 hours a day, 7 days a week and on all major holidays. Contractor's pharmacists shall be available via toll-free telephone or an answering service, with a pharmacist available to respond immediately to the answering service message. Contractor shall provide a registered pharmacist 24 hours a day, 365 days a year to perform routine and emergency consultations regarding all phases of CHS' pharmacy operation.
- 2) Contractor's staff shall make cost effective recommendations supported with the proper documentation.
- 3) Contractor will be equipped and capable of meeting with CHS staff through teleconferencing. Contractor will make its system capable of meeting all reasonable standards for teleconferencing, as provided by Maricopa County and the Arizona Telemedicine Network. Contractor's staff shall teleconference, as necessary, with CHS staff. Contractor's pharmacists, I.V. nurses and respiratory therapists shall use teleconferencing to provide regular inservice training to CHS staff.
- 4) Contractor's pharmacists shall serve as standing active members of the clinical team providing consultations to CHS prescribers and nurses in relation to pharmaceutical therapy and cost effective recommendations. Contractor's pharmacists shall provide recommendations on all aspects of pharmacy utilization including cost, usage, drug interactions, inappropriate usage, etc.
- 5) When requested by CHS, Contractor shall provide training sufficient to provide continuing education ("CE") credits to CHS staff. Contractor shall coordinate inservice education and CE credits through its partnerships with drug companies.
- 6) Upon request, Contractor shall provide disease state management protocols for chronic illnesses, such as diabetes, hypertension, cardiovascular disease, asthma/COPD, HIV, etc. The protocols shall include therapies and cost effective pharmaceutical guidelines.
- 7) One of Contractor's pharmacists shall serve as an active member of the Pharmacy and Therapeutics (P&T) and the Pharmacy Quality Assurance (QA) and all other committee meetings as required by CHS during Contractor's quarterly reviews. Contractor shall use the meetings to maintain CHS' commitment to a cost effective formulary management program. Contractor and CHS medical staff shall work as a team to continually raise the standard of care and to help reduce costs. Contractor shall also serve as a standing active member of the clinical team, providing consultations to the prescribers and nurses in relation to pharmaceutical therapy. During quarterly meetings, Contractor shall report on and make recommendations concerning formulary management and usage, statistical reports, new medications, changes to the drug formulary, pharmacy inspections, drug regimen reviews, pharmacy operational issues, etc.
- 8) Contractor shall provide a registered pharmacist to perform an overall inspection of the medication rooms in CHS facilities. This inspection shall be performed quarterly. The inspection will ensure that the each facility is in complete compliance with all federal, state, local and pharmacy laws and regulations in regards to the guidelines of the facility, Controlled Substance Act, The State Board of Pharmacy, State Statutes, National Commission on Correctional Health Care (NCCHC), American Correctional Association (ACA), and the Joint Commission on Correctional Healthcare Organizational (JCAHO) standards. The results of the audit will be discussed with Director, Chief of Operations, and Medical Director or their designees. A written and signed and dated documentation of the inspection sheets, including recommendations made, corrective actions implemented and problems observed, will be provided to the Nursing Supervisor or designee. A summary of the inspections will be reported during the P & T meetings. On future inspections, Contractor will monitor all previous recommendations to assure compliance.
- 9) Contractor's consultant pharmacists will prepare and assist in the development, implementation, monitoring, and updating of the facilities' and Contractor's policy and procedures manual for the safe and effective distribution, control, administration and use of medications throughout the CHS facilities. Contractor will customize and continuously update its Policy and Procedures Manual to meet CHS' specific needs. CHS may use the Policy and Procedures Manual in training employees. Contractor's manuals shall follow all NCCHC, ACA, and JCAHO guidelines, HIPAA Standards, Arizona State Board of Pharmacy, DEA and FDA guidelines.

- 10) Contractor shall review all areas within CHS relating to pharmacy, including but not limited to medication records, storage, and security. Contractor will provide each quarter an overall inspection of the medication room of the CHS facilities. Contractor's inspection will ensure that each facility is in compliance with all federal, state, local, and pharmacy laws and regulations in regards to the guidelines of the Department, Controlled Substance Act, State Board of Pharmacy, NCCHC, ACA and the Policy and Procedures of each facility. Contractor's inspection will include, without limitation, the following:
  - a) Cleanliness and proper organization of the medication room.
  - b) Medication ordering, charting, documentation and record keeping.
  - c) Narcotic recordkeeping is properly maintained and that counts are accurate.
  - d) Review medication distribution procedures and conduct medication pass audits. Contractor shall train CHS staff on proper medication pass techniques and provide CHS with a med pass training video.
  - e) Examine contents of the emergency medication kit and or crash cart for outdated or missing items.
  - f) Ensure that the refrigerator temperature is properly controlled and no outdated medications or food are stored within.
  - g) Remove any outdated medications and stock supplies.
  - h) Review all aspects of pharmaceutical care of the inmates.
  - i) Review medication utilization and individual therapies.
- 11) Contractor will assist CHS in the accounting, reconciliation, and disposal/removal of unused medications including controlled substances as outlined by federal, state, and local laws and regulations. Contractor shall provide count sheets for strict accountability and to ensure all documentation will be enforced as required by law.
- 12) Contractor shall provide CHS with signed and dated inspection sheets identifying any problems observed, recommendations made, or corrective actions implemented. In addition, Contractor shall provide inspection reports to the medical director, healthcare administrator, and/or nursing staff for follow up and evaluation of performance, as appropriate. The inspection reports will outline compliance with applicable laws and regulations and point out deficiencies and/or recommendations to comply with all NCCHC and ACA standards and state and federal laws and regulations. Contractor will review the inspection reports on site with CHS staff during the quarterly P & T meetings.
- 13) Contractor will perform the pharmacy services required by this contract, in accordance with all federal or state laws, statutes, or regulations presently enacted, or that may hereafter be enacted.

**2.1.3 Packaging of pharmaceuticals to include a specialized dispensing system to ensure safe and efficient medication distribution. This dispensing system will include blister cards, baggies, soft medication programs, and such other means of dispensing medication as necessary to ensure compliance with all the laws governing dispensing of pharmaceuticals.**

- 1) The following describes performance requirements for Contractor's medication distribution system:
  - a) Contractor will provide professional and accurate pharmaceutical services for all prescription, non-prescription, and intravenous solutions as ordered by all prescribers. Contractor shall dispense and label medication for each inmate in complete compliance with all current and future local, state, and federal laws, regulations, provisions and court orders. Contractor shall provide AB-Rated generic substitutions, when available and approved by the prescribers. Contractor shall provide to CHS only approved medications, biologicals, and other related items.
  - b) Contractor will provide to CHS a specialized dispensing system that best suits each facility's needs for safe, efficient, and cost effective medication distribution. Contractor will dispense oral patient-specific medications in unit-dose tamperproof blister cards or pill bottles in the quantity prescribed.
  - c) Contractor will dispense prescription and non-prescription medications in CHS' choice of tamper-proof USP Class B unit-dose blister cards, conventional prescription bottles, stock bottles, baggies, soft medications program, or other systems.
  - d) Contractor will exert its best efforts to comply with any special packaging request

CHS might require.

- e) Contractor shall send prescription medications in quantities as prescribed by physicians but shall not exceed a thirty (30) day supply unless the patient is being released on a program that requires greater than 30 day supply. Contractor will dispense maintenance medications in a thirty (30) day supply unless CHS requests a different quantity, as in the case of an inmate scheduled for release in less than 30 days or medications that are used short term, such as antibiotics, PRN, and pain medications, ATA, trial of a new medication, etc.
  - f) Contractor will send discharge medications in the quantity requested by CHS. All discharge medications will be dispensed in a child proof container, unless otherwise requested in writing.
  - g) Contractor will send OTC medications in bulk packaging, unless the prescriber has ordered the medication for an individual patient, in which case the medication will be dispensed in blister packs or prescription bottles, as requested.
  - h) Contractor will provide ear drops and liquids in the original manufacturer container or will repackage from the original glass containers if requested.
  - i) Contractor will provide creams and ointments in the original manufacturer's container or will repackage from the original metal containers into plastic jars for security reasons, if requested.
  - j) Contractor will provide the proper accounting and documentation sheets to properly record administration and counts of controlled, non-controlled and OTC medications.
  - k) Contractor will ship IV mixtures compounded, labeled, and ready to administer or, if requested by CHS, in Mini-Bag Plus packaging for easy on-site self mixing for emergency situations.
  - l) Contractor will work with CHS to facilitate the KOP (keep on person) or self-medication system.
  - m) Contractor will review CHS' current operation and make suggestions in regards to the arrangement and polices of the CHS medication room, medication cart, and distribution system.
- 2) The following describes performance requirements for Contractor's labeling:
- a) Contractor shall package oral medications in tamper resistant unit dose blister packs or stock bottles. Each prescription will be properly dispensed and labeled inmate specific or as stock in complete compliance with all current and future state and federal laws, rules, regulations and provisions in accordance to all labeling regulations. Each label will include the following information:
    - i) Inmate's name
    - ii) Inmate's identification number (if requested)
    - iii) Cell block (if applicable)
    - iv) Medication name and strength
    - v) Dosage form
    - vi) Generic interchange information
    - vii) Quantity dispensed
    - viii) Manufacturer's name
    - ix) Lot number
    - x) Medication expiration date
    - xi) Route and times of administration

- xii) Directions for use (Spanish available, if requested)
- xiii) Prescription number
- xiv) Prescriber name
- xv) Original date
- xvi) Dispense date
- xvii) Discontinue date and/or refill information
- xviii) Dispensing pharmacist's initials

Contractor shall place warning/auxiliary labels on each prescription for safe and effective medication use describing reactions, cautions, warnings, interactions, and dietary instructions such as take with food, may cause drowsiness, shake well, etc.

- b) Contractor shall mark controlled medications with a red letter "C" and package the medications in a red blister card for easy identification.
- c) Contractor shall place on all medications a thermal bar code label with a peel off refill tab with increased print clarity and print size. Contractor shall supply the tabbed refill labels on every medication order. Each refill tab shall contain the patient name and number, medications name, quantity, number of refills, prescriber, and prescription number. The refill tab shall be an easy reference to enable the nursing staff to properly identify the information on each reorder tab. Nursing staff shall be able to easily refill the medication by peeling the tab off of the prescription label and placing it on a refill form.
- d) Each label will contain a barcode in the symbology recognized by CHS' computer system, if requested. The barcode will contain any information requested such as inmate name, inmate number, medication name, etc.

**2.1.4 All prescriptions and other information required by law to accompany the issuance of a prescription shall be provided in English and, as necessary pursuant to the needs of the prisoner, in Spanish.**

- 1) Contractor shall provide a complete set of patient medication information monographs for formulary medications in English and Spanish. These monographs will outline the medications classification, usage, administration, and side effects. Contractor shall provide the monographs to educate clinical staff on the classification, usage, administration, and side effects of the medications.

**2.1.5 Management of prescribing practices through record keeping and prescription tracking. The County will designate such authorized personnel in writing and only those persons designated in writing by the County shall be authorized to order prescriptions and other medications from the provider.**

- 1) Contractor shall dispense prescriptions in the amounts prescribed by authorized CHS providers. Contractor shall only accept orders from designated staff authorized to place orders.
- 2) Contractor shall provide professional comprehensive pharmaceutical services for all prescription, non-prescription, and intravenous solutions as ordered by all prescribers. Contractor shall provide generic substitutions, when available and approved by the prescribers.
- 3) Contractor shall send to CHS only approved medications, biologicals, and other related items. Contractor shall dispense and label all medications in complete compliance with all current and future local, state, federal and department laws, rules, regulations, and provisions.

**2.1.6 The provider shall provide a toll-free number for use by the County in ordering pharmaceuticals and other controlled medications.**

- 1) The following describes performance requirements for Contractor’s medication ordering procedures:
  - a) CHS Orders may be phoned, faxed, or electronically transmitted to Contractor’s pharmacy toll free.
  - b) CHS Orders may be transmitted to Contractor’s pharmacy via facsimile, computer or by phone exactly as prescribed by CHS providers. CHS Faxes may be transmitted 24 hours a day, seven days a week. CHS may fax to Contractor’s pharmacy orders, changes, or discontinues using Contractor’s daily drug order forms, physicians order sheets, or other mutually agreed upon forms. CHS nursing staff or designee may fax physician’s order sheets to Contractor as long as the orders are complete.
  - c) Contractor shall immediately update its computer system when order changes or discontinuations are faxed to Contractor’s pharmacy.
  - d) CHS may fax refills to Contractor’s pharmacy by affixing the two (2) part peel-off refill label to the “Medication Reorder Form.” CHS may telephone refills into Contractor’s pharmacy technicians by providing the inmate’s name and seven (7) digit prescription number. CHS will follow this procedure only if the order cannot be transmitted via fax machine.
  - e) CHS will fax STAT orders to Contractor’s backup fax hotline.
  - f) Contractor shall send a fax confirmation automatically to CHS’ fax machine documenting the actual number of pages and time the fax was received. Contractor will maintain a computerized log of all faxed orders received for easy reference. Contractor shall maintain sufficient capacity to receive virtually all faxes on the first attempt.
  - g) In the event Contractor’s fax machines or lines are disabled, CHS may fax orders toll-free to Contractor’s retail pharmacies. In the event of a failure of the aforementioned procedure, CHS may telephone orders into Contractor’s Pharmacy or to the Phoenix Metro-area back-up pharmacy.
  - h) Contractor shall will provide the following to CHS to expedite and to assure accuracy of orders:
    - i) Daily drug order sheet samples necessary for transmitting new orders, refills, changes, stop orders and discontinued orders. Backup STAT pharmacy order forms to fax to Contractor’s backup hotline.
    - ii) Peel-off tabs for easy reordering.
    - iii) A brand new plain paper fax machine for the transmission and receipt of information between your facilities and Contractor’s facility. Each fax machine will be programmed specifically for CHS with each facility’s name, phone number, special dialing instructions such as “pressing 9” and Contractor’s 800 speed dial number. Contractor’s toll free fax number is 800.523.0008. Contractor’s faxes will be programmed to provide a fax confirmation sheet on every transmission. CHS may purchase fax cartridges locally or through Contractor.
    - iv) Dedicated Pharmacy Technician – Contractor shall provide CHS with one primary technician designated to processing CHS orders. The dedicated technician shall be familiar with all of CHS’s specific requirements and needs. In the event the dedicated technician is not immediately available, CHS shall have the option of leaving a voice mail or speaking with the dedicated technician’s team partner who will be cross trained to process CHS’s orders effectively.

- 2) The following describes performance requirements for Contractor to interface with any future computerized ordering or EMR systems that CHS might install.
  - a) Contractor shall provide an online program that will enable CHS to easily look up patient profiles, perform searches by patient, psychiatrist, formulary status, medication, drug class, patient's on particular classes of medications, etc. and print the correct formulary reports on demand at each facility. The system shall not substitute for Diamond's monthly formulary management reports or any impromptu reports needed by CHS.
  - b) Contractor will provide a barcode order check-in system, if requested, so that each facility could download its daily delivery sheet through a secure server and check orders with a barcode scanner and computer. CHS must meet system specifications and pay a software licensing fee for this service.
  - c) Contractor's system shall enable CHS to do the following, subject to meeting system specifications:
    - i) Maintain patient profiles and make necessary order changes.
    - ii) Look up patient profiles, know when a medication was ordered, know if a medication is too soon to refill or out of refills, etc.
    - iii) Enter orders to be downloaded to Contractor's pharmacy.
    - iv) Notify CHS staff if the medication ordered is a non-formulary medication and list formulary alternatives, together with CHS' actual cost.
    - v) Order medications online using drop down screens.
    - vi) Screen for allergies and drug interactions.
    - vii) Print reports.
    - viii) Print new MARs on demand utilizing a laser printer or utilize an electronic MAR utilizing bar code scanning.

**2.1.7 Provider shall provide fax machines at each of the County's Jail facilities for ordering medications via facsimile at no additional charge to the County.**

- 1) Contractor shall provide, without charge, fax machines to each ordering area for the transmission and receipt of information between CHS facilities and Contractor's facility. Contractor will supply enough machines to accommodate CHS' needs. Each fax machine will be programmed specifically for CHS' facilities with each facility's name, phone number, special dialing instructions such as "pressing 9" and Contractor's 800 speed dial number. Contractor's fax machines will be programmed to provide a fax confirmation sheet on every transmission. In addition, if requested, Contractor will fax an additional confirmation back to CHS' facility verifying how many sheets Contractor received.

**2.1.8 Generic medications will be utilized unless the authorized prescribing physician specifically designates to "dispense as written."**

- 1) A generic medication is considered the chemical or common name of a product having the same active ingredient as the brand name medication. Contractor's pharmacists will select a therapeutically equivalent FDA approved AB-Rated generic medication (comparable bioavailability and or bioequivalency) and will substitute it for a brand name medication in accordance with the provisions of state law, unless the prescriber specifically states otherwise. If the prescriber requires a brand name medication, the words "Brand Medically Necessary" must be written on the order.

**2.1.9 Provider shall provide to the County two-part peel-off reorder labels and fax order sheets for utilization by the County in reordering medications.**

- 1) See the performance requirements for RFP Requirements 2.1.3 and 2.1.6.

**2.1.10 Provider shall assure that all orders are signed for by authorized personnel when delivered and are tracked by Provider's pharmacy. A detailed packing slip, listing the medications enclosed, must accompany each delivery of pharmaceuticals.**

- 1) Contractor shall perform this requirement as written above. See also the performance requirements for RFP Requirement 2.1.1.

**2.1.11 All orders submitted via facsimile or telephone shall be delivered to the designated County Jail facility the following day. All deliveries shall be delivered in accordance with the facility's rules and regulations governing security for the facility.**

- 1) See the performance requirements for RFP Requirement 2.1.1.

**2.1.12 Provider shall provide starter packs of certain oral solid medications, which might be needed for immediate administration.**

- 1) Contractor shall provide stock cards of certain medications needed to begin therapy for immediate administration until an inmate-specific prescription is received.
- 2) Contractor shall supply all current and future stock card medications at the request of the Medical Director.
- 3) Medications and stock quantities for starter doses will be determined in conjunction with the Medical Director.
- 4) Contractor shall provide accountability sheets for reconciliation of all doses.
- 5) Contractor shall package stock card doses in tamperproof blister packs.
- 6) CHS shall fax completed accountability sheets into Contractor's pharmacy (for reconciliation of doses) when stock is depleted. The medication, however, may be reordered when needed by faxing the peel-off reorder label to Contractor's pharmacy.
- 7) Contractor shall provide starter packs including the full therapy of commonly utilized medications under a prescriber's protocol, if requested. Labeling will contain a blank space for the inmate's name and physician's signature along with the protocol directions and quantities or labeled as "take \_\_\_\_ tablets \_\_\_\_ times daily." CHS prescribers may simply fill in the inmate's name and sign the label if this system is utilized.

**2.1.13 Provider's clinical pharmacist shall screen the profiles of each prisoner to ensure safe and therapeutic medication administration.**

- 1) Contractor shall process and update all orders, changes, and discontinues on a daily basis as they are transmitted. Prior to filling each prescription order, Contractor will verify the accuracy, inquire about unclear or illegible orders, and screen each inmate's complete computerized medication profile to ensure safe and therapeutic medication administration before the prescription leaves Contractor's pharmacy. Contractor will screen inmate prescription profiles for the following:
  - a) Duplicate therapy from medications in the same therapeutic class
  - b) Medication interactions and incompatibilities (including drug-drug, drug-order and drug-age interactions)
  - c) Excessive/sub-therapeutic dosages
  - d) Appropriateness of medication therapy
  - e) Inmate medication allergies
  - f) Medications which are refilled too soon (More than 8 days early)
  - g) Medications ordered past the designated stop date.
  - h) We will alert your staff via phone or fax of such occurrences prior to shipping your order.

**2.1.14 Provider shall maintain a pharmacist on call twenty-four hours a day, 365 days per year, to respond to questions concerning medications. Provider shall maintain a toll-free telephone number for access to said pharmacist.**

- 1) See the performance requirements for RFP Requirement 2.1.2.

**2.1.15 Provider's clinical pharmacist will review the County's medication room on site on a quarterly basis to ensure that all procedures in the medication room comply with governing laws. Said clinical pharmacist shall provide documentation of said inspection and any recommendations to improve compliance.**

- 1) See the performance requirements for RFP Requirement 2.1.2.

**2.1.16 Provider shall provide emergency medication supplies that County determines necessary to maintain in stock at the County's Jail facilities, which are deemed necessary to alleviate pain, infection, modify dangerous behavior, or to preserve life.**

- 1) Contractor shall provide emergency prescriptions for stat orders through Contractor's emergency kit/starter packs or a pre-arranged subcontracted local back-up pharmacy of CHS' preference. Emergency medications not found in either the emergency medication kit, the starter packs or unavailable from Contractor will be provided to CHS by a pre-arranged contracted local back-up pharmacy.
- 2) Contractor shall provide a contracted local back-up pharmacy to perform emergency pharmacy services.
  - a) For emergency prescriptions, CHS staff may fax or electronically transmit to Contractor's stat line 24 hours a day, 365 days a year and Contractor will phone or fax the back-up pharmacy and arrange for the emergency prescription.
  - b) In phoning Contractor with emergency orders, CHS staff will be directly transferred to a pharmacist immediately by pressing the pharmacist option on Contractor's automated phone system or after hours to Contractor's answering service which will patch a call through to the pharmacist on duty.
  - c) Emergency prescriptions will be delivered directly to CHS utilizing the backup pharmacy's delivery service or by a prearranged taxi or courier service that Contractor will set up. Contractor will bill CHS the contracted negotiated backup pharmacy rate, **plus actual delivery fee. No other charges/fees shall apply.**
  - d) Contractor shall provide, with Contractor's monthly invoice, detailed reports of all emergency prescriptions by the back-up pharmacies. Contractor will work with the CHS Medical Director to determine which medications should be added to the stock supply list to help minimize future emergency needs.

**2.1.17 All data generated by Provider under contract will be the property of Maricopa County. Upon termination of this contract, all such data shall be delivered to the County in the form designated by the County at the time of contract termination.**

- 1) All data, records & reports under the contract will be considered the property of Maricopa County. Upon termination, all such data will be delivered to the county in the requested format.

**2.1.18 The Provider must supply to the County, on a monthly basis, a drug utilization report identifying the medications utilized by each prisoner, and prescriber or prisoner profile, and a drug formulary report containing a drug list formulated jointly with the prescribing physicians. The Provider must also agree to cooperate and facilitate a quarterly audit of its pharmacy services provided to the County. This audit will assess the compliance of the Provider's services with all federal, state, and local laws, rules, regulations, and guidelines governing the operation of the Jail and the provision of pharmaceutical care for correctional facilities. When such audits are conducted, the County shall provide a copy of the written report of the audit to the Provider and shall meet with Provider's personnel to review the audit.**

- 1) Contractor shall provide CHS with monthly medication usage reports. Contractor's formulary management reports shall contain comprehensive data a statistics including color graphs and charts which will summarize specific medication utilization and trends, statistics, physician prescribing habits, and other necessary utilization data.
- 2) Contractor will provide any requested computer generated reports and statistical information in hard copy and electronically in a spreadsheet format. Contractor will sort all reports in any requested format, order or groupings including by inmate name, medication, therapeutic class, prescribing physician, facility, etc. Data elements which will be utilized are but not limited to: Inmate Name, Inmate Number, Correctional Facility, Provider, Date of Service, Prescription Number, Medication Name, Medication Class, Medication Strength, Quantity Dispensed, Days Supply and Drug Acquisition Cost.
- 3) Contractor will provide proper invoicing and printouts to facilitate full reconciliation of charges. Contractor shall, without limitation, provide the following reports:
  - a) Computerized cost reports sorted by facility, patient name, and prescriber name. The reports will contain the requested date range that summarizes drug cost by inmate name, facility, date range, medication name, therapeutic class, number of doses, percentages, etc.
  - b) Management data including medications ordered, processed, delivered and disposed.
  - c) Detailed inmate profiles
  - d) Patient medication allergy and medication interaction alerts
  - e) Monthly medication usage per inmate
  - f) Medication utilization report
  - g) Summary of total medication costs
  - h) Continual narcotic controlled substances inventory and dose count
  - i) Monthly psychotropic usage report
  - j) Computerized Medical Administration Records (MAR's)
  - k) Medication stop date reports alphabetical by inmate showing which prescriptions are approaching their discontinue date within a certain time frame. This report will show which orders are due to expire.
  - l) List of inmates taking medications that are known to produce adverse side effects when they are exposed to high temperatures or the sun
  - m) Total doses per inmate dispensed
  - n) Percentage of inmates on medications
  - o) Percentage of inmates on particular classes of medications such as controls, psychotropics, etc.
  - p) Formulary vs. non-formulary medications dispensed
  - q) Number of prescriptions per inmate
  - r) Number of new and refill prescriptions dispensed
  - s) Number of doses dispensed
  - t) High to low usage by dollar amount of formulary and non-formulary medications dispensed
  - u) High to low usage by quantity dispensed by medication, psychotropics, and OTC's
  - v) Medication breakdown listed by specific physician by class, specific medications, controls, psychotropics, all medications, etc.
  - w) Medication therapeutic classification reports outlining detail and usage (i.e. psychotropic, HIV, controlled substances, etc.)
  - x) Top ten (10) most expensive patient's profile showing a detailed listing
  - y) Cost containment recommendation reports
  - z) Side effect and medication interaction reports
    - aa) OTC medication listing reports
    - bb) Medication cost summaries
    - cc) Medications and quantity ordered
    - dd) Notification of medications reordered too soon
    - ee) Invoices containing medication name, NDC and AWP
    - ff) Itemized credit report showing prescription detail and credit for returned medications

- gg) Brand vs. generic detail report
- 4) Contractor shall meet or exceed the quality standards of the facilities, Controlled Substance Act, State Board of Pharmacy, FDA, American Correctional Association (ACA), National Commission on Correctional Health Care (NCCHC), Joint Commission on Accreditation of Healthcare Organizations (JCAHO) and HIPAA. Contractor have many years experience in helping facilities achieve and maintain their accreditation.
  - 5) Contractor will strictly comply and adhere to the Health Insurance Portability and Accountability Act (HIPAA) of 1996 in keeping private and to secure information which is considered Individually Identifiable Health Information (IIHI). Contractor will provide a detailed action plan to ensure compliance with HIPAA regulations and will assist the facilities in planning, developing and adhering to these requirements at the facilities.
  - 6) Contractor will monitor medication usage and distribution utilizing written policies and documentation sheets to ensure proper distribution of all medication throughout your facilities.
  - 7) Contractor will provide adequate safeguards for all psychotropic and all scheduled controlled medications.
  - 8) Contractor will evaluate program effectiveness throughout the contract and will be a proactive member of the facilities' interdisciplinary team, working diligently to assure that compliance is maintained with all federal, state, and local laws and regulations.
  - 9) Contractor shall be licensed in good standing with the State Pharmacy Boards in accordance with the standards of the Commonwealth of Pennsylvania and State of Arizona as a non-resident pharmacy and with the Federal Drug Enforcement Agency to dispense controlled substances in Schedules II through V.
  - 10) Contractor shall supply all Material Safety Data Sheets (MSDS), when requested.
  - 11) Contractor will maintain all appropriate documentation, including but not limited to prescription records, inventory records, medication destruction, controlled medication perpetual inventory, patient profiles, copies of all prescriptions, etc. All documentation relating to Contractor's performance will be maintained in an orderly fashion and is readily retrievable and will be open for review by the appropriate prison staff or appointed designee.

**2.1.19 The provider must make such arrangements as necessary with a local pharmacy to provide backup pharmaceutical coverage for the County in those situations where emergency prescriptions are required and the need for said medication dictates immediate response.**

- 1) See the performance requirements for RFP Requirement 2.1.16.

**2.1.20 Prescriptions shall be transmitted to the pharmacy via an electronic modality. Contractor is to establish procedures to verify completeness of transmitted order. Contractor must provide a toll free transmission media.**

- 1) See the performance requirements for RFP Requirements 2.1.1, 2.1.6, and 2.1.7.

**2.1.21 Electronic/On-line Access:**

**2.1.21.1 Provide electronic/on-line access to updates of pharmaceutical supplies, medication, pricing (as applicable) and news releases.**

See the performance requirements for RFP Requirement 2.1.6.

**2.1.21.2 Provide electronic/on-line and telephone access to a customer service representative, pharmacist, or consulting service twenty-four (24) hours per day, seven (7) days a week.**

See the performance requirements for RFP Requirements 2.1.2 and 2.1.6.

**2.1.21.3 Provide up to a thirty- (30) day supply of medications or quantity, the exact packaging to be determined by the facility.**

See the performance requirements for RFP Requirement 2.1.3.

**2.1.22 Generic Medications:**

**CHS will establish standing rules for substitution of generic medications.**

See the performance requirements for RFP Requirement 2.1.8.

**2.1.23 Over The Counter Medications:**

**2.1.23.1 Contractor shall supply Over the Counter (OTC) medications that are ordered by the physician or ordered for use by the health care facilities. This pertains to stock and patient specific labeled prescriptions.**

See the performance requirements of RFP Requirement 2.1.3.

**2.1.24 Delivery Schedule:**

**2.1.24.1 Contractor, as part of this RFP will specify delivery turn-around time from order to delivery.**

See the performance requirements of RFP Requirement 2.1.1.

**2.1.24.2 Contractor shall propose a schedule for delivery to County's receiving points.**

See the performance requirements of RFP Requirement 2.1.1.

**2.1.24.3 Contractor shall specify how deliveries will be tracked and the responsible party for tracking deliveries.**

See the performance requirements of RFP Requirement 2.1.1.

**2.1.25 Formulary Development:**

**2.1.25.1 Contractor shall submit a proposed formulary that will foster safe, appropriate and effective drug therapy.**

- 1) Contractor will assist in the development, implementation, compliance and ongoing maintenance of a cost effective drug formulary for CHS, if requested. See also the performance requirements of RFP Requirement 2.1.26.1.

**2.1.26 Non-Formulary Request System:**

**2.1.26.1 The Contractor will have a formulary control system in the event CHS decides to establish such a system**

- 1) Contractor will enforce formulary compliance, if requested by CHS. Through a predetermined process, Contractor will require the use of non-formulary request forms for non-formulary medications. If a non-formulary medication is ordered without a completed non-formulary request form, Contractor will send an alert to each facility listing medication name and strength, patient name and prescriber so that the prescriber will consider changing the medication or completing a non-formulary medication request form to approve the medication. If the completed form is still not received, Contractor will dispense your choice of either a small quantity of the medication or none at all until Contractor receives the completed form or until the prescriber changes the prescription to a formulary medication. Contractor will review and analyze non-formulary medication usage on a monthly basis.
- 2) Contractor will implement an automatic therapeutic substitution program in conjunction with the Medical Director, if requested. Contractor will work with the prescribers to develop a listing of equivalent dosages of more cost-effective medications that will not compromise the care if switched. When a physician prescribes an expensive non-formulary medication on the list, Contractor will automatically substitute the pre-approved more cost-effective equivalent in the proper dose and frequency. Contractor will outline this substitution in detail so all prescribers and nursing staff are well aware of all of the substitutions.
- 3) Extensive formulary management services will be provided by working in conjunction with the medical director and the prescribers to reduce medication cost and to provide monthly usage data accompanied with statistical graphs.
- 4) Contractor will provide a formulary exception report sorted by prescriber, medication name and/or by patient listing all the non-formulary medications prescribed for a particular period. That report will contain the following

information: medication name and strength, dispense date, inmate name and number, prescriber, cost per prescription and total cost per medication dispensed.

- 5) Contractor will systematically analyze aggregate patterns of medication usage in conjunction with the prescribers and recommend modifications such as eliminating the use of unnecessary or inappropriate medication, reducing waste, recommending more cost effective medications or therapies, reducing nursing time required for medication administration, etc.

**2.1.27 Credits/Current Inventory:**

**The Contractor shall specify how existing drug inventory and returns of unused medications/supplies, in the future, will be used/credited.**

- 1) Contractor shall evaluate Maricopa County's inventory onsite. Contractor will purchase all of CHS' medications if legally permitted.
- 2) Contractor will review the current stock supply and provide a transition program which will help CHS to minimize waste. Contractor will provide the Central Pharmacy an organized plan based on actual usage to taper down their stock.
- 3) Contractor will offer credit on returned medications remaining in their original sealed blister pack which are within three (3) months of expiration, have not been released to the inmate population, are not controlled substances, and were permitted by the State Board of Pharmacy. Credit will be offered on full or partial cards.
- 4) When returning, CHS may place the peel off tab on Contractor's "Return Form" and write the quantity CHS is returning directly on the tab. CHS may place the cards in a return box without peeling off the sticker or recording the returns. CHS will receive in its next statement an alphabetized computerized copy of the credits showing the quantity returned and the exact amount of credit given for each line item. Noncreditable medications or medications that the inmates brought into CHS may also be returned to Contractor for disposal / destruction at no charge to CHS.
- 5) Contractor will be responsible for the shipping cost of all returned medications and will provide CHS with prepaid preaddressed FedEx PRP or UPS ARS labels. CHS will affix labels to the return box and turn the box over to Contractor's express delivery personnel on their normal delivery to each facility.
- 6) **A restocking fee of \$1.45 for each returned medication shall be offset against the credits received, or the amount of the credit allowable for the returned medication, whichever is less.**

**2.1.28 Pricing:**

**2.1.28.1 Contractor pricing in response to this RFP shall use one of the following formulas: (i) base cost (actual acquisition cost) of medications or pharmaceutical supplies plus (+) a dispensing fee per prescription; or (ii) average wholesale price (AWP) minus (-) a percentage. Alternate pricing may be offered, however all proposals shall also include pricing utilizing one (1) of the two (2) formulas defined in this section. The County reserves the right to not consider any alternate pricing offered, in the best interests of the County. In the event the proposer elects to offer alternate pricing, the page format found in Attachment A, (Pricing Page) shall be used. The proposal shall clearly state that alternate pricing is offered, and the alternate pricing shall be clearly identified, as such.**

- 1) Contractor shall provide all medications to CHS at the Actual Acquisition Cost (AAC) of the medication, plus a dispensing fee per prescription of \$ 3.40. **for patient specific meds and per stock piece on non oral solid stock medications, and AAC at the time of dispensing plus 10% plus \$2.00 per card on oral solids provided as stock in a blister card.**

**2.1.28.2 Contractor will specify the method for calculating any cost increase (if any) over the term of this contract.**

- 1) Contractor will not increase its pricing rate for the duration of this contract. The only price change that will occur is the Actual Acquisition Cost (AAC) as the manufacturers update pricing fluctuates up or down.

**2.1.28.3 Contractor shall state, in layman's terms, how any manufacturer rebates, price adjustments or any other form of credit that is received shall be shared with CHS.**

- 1) Contractor will not offer rebates since they are difficult to track; however, in lieu of offering rebates, Contractor shall have lowered Contractor's prescription dispensing fee appropriately.
- 2) Contractor shall give consideration for credit for any coupon programs that the Contractor can bill directly to Contractor's vendors, and shall advise CHS on a timely basis.

**2.2 TERMS AND PAYMENT:**

**2.2.1 Payment under Contract will be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the Purchase Order. Invoices shall contain the following information: Purchase Order number (if required by CHS), item numbers, description of supplies and/or services, sizes, quantities, unit prices and extended totals and applicable sales/use tax. The County is not subject to excise tax.**

- 1) Contractor's invoice shall show all charges and credits for returns. Contractor will provide this information once monthly or more often, if requested.
- 2) Contractor's invoice will be provided in the format preferred by CHS, including hard copy, CD ROM or diskette in Excel format.
- 3) Contractor shall sort each statement by CHS' preference of inmate name, medication name, medication category, (i.e. psychotropic, HIV, etc), dispense date, physician, and/or cost, etc.
- 4) Contractor's statements shall include the contract number and or purchase order number. Each line item shall contain a prescription number, inmate name and identification number, medication name and strength, quantity dispensed, acquisition cost and/or AWP, NDC number, date the prescription was dispensed, prescriber name, and credits.
- 5) Contractor shall print billing statements individually and shall bill directly, if requested, any inmate or other jurisdiction such as INS, US Marshall, federal government, federal inmates, other counties, etc.
- 6) Contractor shall list credits individually showing the amount of credit listed for each item. Contractor will provide an alphabetized computerized printout of all credits issued showing patient's name, prescription number, date, medication name, quantity returned and amount of credit issued. Contractor will provide a duplicate copy of CHS' return form with the credit listed on each return label.
- 7) Contractor shall bill medical assistance, health insurance, ADAP, workers compensation, the Federal Government, INS, US Marshall's, the Arizona Health Care Cost Containment System ("AHCCCS") or other sources of payment if the patient is eligible for such assistance. These prescriptions to other sources will be billed at the State Medicaid Rate, or such other rate as may be applicable. If these sources shall not pay their invoice within 90 days, CHS will be responsible for all charges at the agreed upon rate and Diamond will cease billing these sources.
- 8) Contractor shall provide, upon request, multiple copies of statements.
- 9) Contractor shall provide, upon request, customized invoicing reports.
- 10) Contractor's wholesaler invoices are available for review upon request by CHS to verify that Contractor's acquisition costs are accurately reported.

**2.2.2 The Contractor will submit an invoice for supplies and/or services, setting forth by date the prescriptions issued and the cost of said prescriptions to the County for all prescriptions and medications ordered by the County and issued by the Provider in the preceding month to:**

**CHS Finance Unit  
Correctional Health Services  
111 W. Monroe, Suite 900  
Phoenix, AZ 85003**

The County will remit payment for such invoices in full within thirty (30) days of the invoice date.

- 2.2.3 An error in the invoice may cause the entire billing to be returned to the Contractor for correction, which would delay the processing for payment.**
- 1) Contractor shall perform this requirement as written.
- 2.2.4 A separate invoice must be provided per facility and cost center. Contractor will submit sample invoices with RFP response.**
- 1) Contractor shall perform this requirement as written.
- 2.2.5 Each invoice submitted to CHS for payment shall have the facility name and operational statistics as defined in Section 3.12.4, under paragraph 2 of “Documentation.”**
- 1) The performance requirements of this section include the following, at a minimum:
    - a) Detailed inmate profiles
    - b) Patient drug allergy and drug interaction alerts
    - c) Monthly drug usage per inmate
    - d) Drug utilization report
    - e) Continual narcotic controlled substances inventory
    - f) Monthly psychotropic usage report
    - g) List of inmates taking medications that are known to produce adverse side effects when they are exposed to the sun
    - h) Total doses per inmate dispensed
    - i) Percentage of inmates on medications
    - j) Percentage of inmates on psychotropics
    - k) Formulary vs. non-formulary medications dispensed
    - l) Number of prescriptions per inmate
    - m) High to low usage by dollar amount
    - n) High to low usage by quantity dispensed
    - o) Medication breakdown listed by specific physician
    - p) Medication classification report
    - q) Cost containment recommendation report
    - r) Side effect and drug interaction report
    - s) Stop date report
- 2.2.6 CHS will, within 30 working days from the date of receipt of a clean claim, process and send to Finance an invoice for payment. The CHS Finance Administrator or designee may adjust the invoice for items disallowed in accordance with the terms of this Contract and will submit the claim for payment at the adjusted rate. If the Contractor protests the disallowance, the Contractor must provide, in writing, notice to the CHS Finance Administrator or designated representative of the disputed claim.**
- 1) Contractor shall perform this requirement as written.

**IMPLEMENTATION:**

**The Contractor shall provide a detailed implementation plan as part of the RFP. As a minimum, the following areas will be addressed and/or required:**

2.3.1 Develop a Project Work Plan identifying and documenting the detailed requirements/specifications for integrating the Pharmacy Services System into CHS operations. Include the following in the Project Work Plan:

- 1) Contractor shall exert best efforts to implement a smooth transitional period as Contractor begins services under this contract. Contractor shall provide a start-up schedule, which covers the initial inservice of staff by a registered pharmacist prior to the change of service, a time frame for all transitional activities, and resolution of identified problems.
- 2) Contractor shall inservice CHS staff shortly after notification. Contractor shall immediately send policy and procedures manuals, order forms, fax machines, medication carts, formularies, etc. for initial review. The initial days of the schedule will consist of gathering basic information from CHS.
- 3) Contractor's pharmacist will inservice the CHS' staff that will be involved with any aspect of Contractor's pharmacy services program. Contractor will train all shifts as necessary. Contractor will perform a thorough training of Contractor's ordering procedures, storage of pharmaceuticals, accounting procedures, pharmaceutical distribution, management and inventory, pharmaceutical trouble shooting, etc. Training and system support will be available throughout the contract period.
- 4) While on-site Contractor will gather information such as physician's licenses, contact person's names, emergency kits, policy and procedure development, formulary development, etc. Contractor will ensure a smooth transitional period based on Contractor's years of correctional experience. Contractor will work closely with CHS on the start up schedule and comply with any time frame necessary to meet CHS' needs. If needed, Contractor can begin services immediately.
- 5) Contractor has proposed a start up schedule which the Parties shall review and implement upon execution of this contract. Contractor understands that a quick start up is preferred. Due to Contractor's size and experience, Contractor will have the ability to effectively set CHS up in seven (7) days.
- 6) Contractor will provide complete training to CHS' staff prior to, during, and after conversion to Diamond Pharmacy Services Total Healthcare Management System.

**2.3.1.1 A "best case" implementation schedule, to include start date from award of Contract.**

- 1) Contractor's best case implementation schedule is seven (7) days from the award of the contract..

**2.3.1.2 Document all requirements and specifications for integration and implementation.**

- 1) Contractor has provided a timeline to CHS. In order to start within Contractor's proposed timeframe, CHS will provide Contractor ample access to CHS' medical and pharmacy staff. CHS shall provide Contractor with all necessary information concerning the medications carts, backup pharmacy and other pertinent information requested by Contractor.

**2.3.1.3 Identify equipment, facility, personnel and logistical needs to be provided by CHS.**

- 1) CHS shall provide key personnel to provide Contractor with pertinent information and to allow for proper inservicing.

**2.3.1.4 Identify equipment, software, logistical support and personnel available to CHS during and after implementation.**

- 1) Contractor will provide personnel onsite to inservice the staff for the conversion of service. Contractor will provide medications carts and fax machines as requested.

**2.3.1.5 Identify process for training of CHS personnel.**

- 1) Contractor's registered pharmacist will inservice all appropriate staff onsite as previously outlined in this section.

**2.3.1.6 Identify how current patient prescription database will be transferred to Contractor-maintained database.**

- 1) Contractor shall exert best efforts to interface with CHS' CIPS program and download the information directly.

**2.4 CONTRACTOR RESPONSIBILITIES AND POLICY GUIDELINES:**

2.4.1 Prior to approval to work in County jails or detention facilities, all Contractor employees or subcontractors shall be subject to a background check including, but not limited to, fingerprinting and a check for outstanding warrants or convictions, and clearance by the Maricopa County Sheriff's Office.

- 1) Contractor shall perform this requirement as written.

**2.5 TAX:**

**No tax shall be levied against labor. Proposal pricing shall include all labor, overhead, tools, equipment used, profit, and any taxes that may be levied. It is the responsibility of the bidder to determine any and all taxes and include the same in bid price.**

- 1) Contractor shall perform this requirement as written.

SERIAL 04227-RFP

**AMENDMENT No. 2**  
To  
**SERIAL 04227-RFP, Pharmacy Services - CHS**  
Between  
**DIAMOND PHARMACY SERVICES**  
&  
**MARICOPA COUNTY, ARIZONA**

WHEREAS, Maricopa County, Arizona ("County") and Diamond Pharmacy Services ("Contractor") have entered into a Contract for the purchase of Pharmacy Services dated March 9<sup>th</sup>, 2005 ("Agreement") County Contract No: 04227-RFP.

WHEREAS, County and Diamond Pharmacy Services have agreed to further modify the Agreement by changing certain terms and conditions:

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

- 1. The County in agreement with the Contractor shall amend the contract to add one (1) additional year to the renewal terms.

**Please see below for the revisions:**

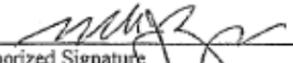
Section 1.0 Terms;

- 1.2 The County may, at its option and with the agreement of the Contractor, extend the period of this Contract for additional one (1) year terms up to a maximum of ~~five (5)~~ six (6) additional terms. The County shall notify the Contractor in writing of its intent to extend the Contract period at least thirty (30) calendar days prior to the expiration of the original contract period, or any additional term thereafter.

**ALL OTHER TERMS AND CONDITION REMAIN UNCHANGED**

**IN WITNESS WHEREOF**, this Contract Amendment is executed on the date set forth below when executed by Maricopa County Office of Procurement Services.

DIAMOND PHARMACY SERVICES

  
\_\_\_\_\_  
Authorized Signature  
Mark W. Filnic, Chief Operating Officer  
Printed Name and Title  
1645 Koller Drive, Indiana, PA 15701  
Address  
2/2/2015  
Date

MARICOPA COUNTY:

\_\_\_\_\_  
Chief Procurement Officer  
2/2/15  
Date

AMENDMENT No. 3  
To  
SERIAL 04227-RFP, Pharmacy Services - CHS

Between

DIAMOND PHARMACY SERVICES  
&  
MARICOPA COUNTY, ARIZONA

WHEREAS, Maricopa County, Arizona ("County") and Diamond Pharmacy Services ("Contractor") have entered into a Contract for the purchase of Pharmacy Services dated March 9<sup>th</sup>, 2005 ("Agreement") County Contract No: 04227-RFP.

WHEREAS, County and Diamond Pharmacy Services have agreed to further modify the Agreement by changing certain terms and conditions;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

- 1. The Contractor has agreed to modify the pricing on the stock card blister packs to Diamond's upfront drug actual acquisition cost (AAC) at the time of dispensing plus 10% plus \$2.00 per card.

Please see below for the revisions:

EXHIBIT A PRICING;

1.0 PRICING FOR PHARMACY SERVICES SHALL BE BASED UPON THE FOLLOWING FORMULA: BASE COST (ACTUAL ACQUISITION COST OF MEDICATIONS, PLUS A DISPENSING FEE OF \$3.40, PER PRESCRIPTION FOR PATIENT SPECIFIC ORDERS AND PER STOCK PIECE ON NON ORAL SOLID STOCK MEDICATIONS, AND BASE COST OF AAC AT THE TIME OF DISPENSING PLUS 10% PLUS \$2.00 PER CARD ON ORAL SOLIDS PROVIDED AS STOCK IN A BLISTER CARD.

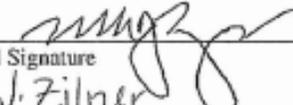
2.1.28 Pricing:

- 1) Contractor shall provide all medications to CHS at the Actual Acquisition Cost (AAC) of the medication, plus a dispensing fee per prescription of \$ 3.40 for patient specific meds and per stock piece on non oral solid stock medications, and AAC at the time of dispensing plus 10% plus \$2.00 per card on oral solids provided as stock in a blister card.

ALL OTHER TERMS AND CONDITION REMAIN UNCHANGED

IN WITNESS WHEREOF, this Contract Amendment is executed on the date set forth below when executed by Maricopa County Office of Procurement Services.

DIAMOND PHARMACY SERVICES

  
\_\_\_\_\_  
Authorized Signature

Mark J. Zilner  
\_\_\_\_\_  
Printed Name and Title

1045 Koltner Drive, Indiana, PA 15701  
\_\_\_\_\_  
Address

3/10/2015  
\_\_\_\_\_  
Date

MARICOPA COUNTY:

  
\_\_\_\_\_  
Chief Procurement Officer

4/14/15  
\_\_\_\_\_  
Date

SERIAL 04227-RFP

**AMENDMENT No. 4**  
To  
**SERIAL 04227-RFP, Pharmacy Services - CHS**

Between

**DIAMOND PHARMACY SERVICES**  
&  
**MARICOPA COUNTY, ARIZONA**

WHEREAS, Maricopa County, Arizona ("County") and Diamond Pharmacy Services ("Contractor") have entered into a Contract for the purchase of Pharmacy Services dated March 9<sup>th</sup>, 2005 ("Agreement") County Contract No: 04227-RFP, with performance through March 31st, 2015. Via Amendment No. 3, the County and the Contractor agreed to extend the performance of the contract to March 31st, 2016.

WHEREAS, County and Diamond Pharmacy Services have agreed to further modify the Agreement by changing certain terms and conditions;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. The County and the Contractor agree to amend the contract to extend the performance period an additional six (6) months until September 30th, 2016. The County and the Contractor additionally agree to the option to continue performance on a month to month basis for up to an additional six (6) months until March 31st, 2017.

**ALL OTHER TERMS AND CONDITION REMAIN UNCHANGED**

**IN WITNESS WHEREOF**, this Contract Amendment is executed on the date set forth below when executed by Maricopa County Office of Procurement Services.

DIAMOND PHARMACY SERVICES

  
\_\_\_\_\_  
Authorized Signature

Mark J. Zilner, Chief Operating Officer  
Printed Name and Title

645 Kolter Drive, Indiana, PA 15701  
Address

11/18/2015  
Date

MARICOPA COUNTY:

  
\_\_\_\_\_  
Chief Procurement Officer

12/9/15  
Date

## 340B CONTRACT PHARMACY SERVICES AGREEMENT

This 340B Contract Pharmacy Service Agreement (the "Agreement"), is entered into effective March 30, 2015, ("Effective Date") by and between Maricopa County, a political subdivision of the State of Arizona, ("Covered Entity") and Diamond Pharmacy Services ("Pharmacy").

**Whereas**, Covered Entity participates in a federal drug discount program established under section 340B of the Public Health Service Act ("340B Program");

**Whereas**, Covered Entity desires to engage the services of a contract pharmacy to serve patients eligible to receive 340B-discounted drugs ("Covered Entity Patients"), as permitted under 75 Fed. Reg. 10272 (March 5, 2010);

**Whereas**, pursuant to 75 Fed. Reg. 10272, in addition to contracting with a single pharmacy for each clinical site, Covered Entities may pursue arrangements that include multiple pharmacies, provided that (1) there is a written agreement in place that meets 340B program requirements, as articulated in 340B multiple contract pharmacy guidance; (2) the written agreement includes and addresses all of the elements outlined in Sections 2 and 3 of this Agreement; (3) the operation of the arrangement continues to meet all 340B program requirements and does not create diversion of 340B Drugs or duplicate discounts; (4) the arrangements are one of the following models either individually or in combination: (i) the use of multiple contract pharmacy service sites and/or (ii) the utilization of a contract pharmacy/pharmacies to supplement in-house pharmacy services; and (5) the arrangement involves a single identifiable 340B Covered Entity and does not include a network;

**Whereas**, Pharmacy is a licensed mail order pharmacy authorized to do business in the State of Arizona, and willing to provide the contract pharmacy services to Covered Entity Patients;

**Whereas**, Covered Entity desires to engage Pharmacy to provide contract pharmacy services to Covered Entity Patients with respect to outpatient drugs purchased through the 340B Program;

**Whereas**, Pursuant to this Agreement, whenever the Covered Entity is providing medical services for any incarcerated patient of a correctional facility listed in **Exhibit A** ("Facility"), Pharmacy will be the exclusive dispensing pharmacy.

**Now, therefore**, the Parties agree as follows:

**1. Definitions.** The following definitions shall apply to this Agreement.

- a. "340B Drugs"** are hereby defined as covered outpatient drugs purchased at a discount through the 340B program in accordance with applicable laws and guidance at 42 U.S.C. § 256b(b), 42 U.S.C. § 1396r-8(k), and 59 Fed. Reg. 25,110 (May 13, 1994).
- b. "340B Program"** is hereby defined as part of the 1992 Veteran's Health Care Act, which created Section 340B of the Public Health Services Act, allowing certain "Covered Entities" to purchase outpatient prescription drugs for their patients at favorable discounts from drug manufacturers who enter into drug purchasing agreements with the United States Department of Health and Human Services.
- c. "Agreement"** is hereby defined as this 340B Contract Pharmacy Services Agreement and accompanying exhibits, if any.

- d. **“Covered Entity”** is hereby defined as the legal entity identified in this Agreement, including all of its 340B-eligible clinic site locations. If there is more than one Covered Entity site which shall be encompassed by this Agreement, each site shall be identified in an **Exhibit B** attached hereto and incorporated herein by reference.
  - e. **“Covered Entity Patients”** are hereby defined as those individuals who satisfy HRSA’s patient definition criteria at 61 Fed. Reg. 55,156-58 (Oct. 24, 1996), as may be amended from time to time.
  - f. **“Department”** is hereby defined as the Department of Health and Human Services.
  - g. **“HRSA”** is hereby defined as the Health Resources and Services Administration, which is the agency within the Department that oversees activities of the Office of Pharmacy Affairs.
  - h. **“Non 340B Price”** is hereby defined as the Pharmacy’s direct upfront medication cost at the time of dispensing (Actual Acquisition Cost).
  - i. **“OPA”** is hereby defined as the Office of Pharmacy Affairs, which is the federal agency within HRSA that administers the 340B Program.
  - j. **“Parties”** are hereby defined as the signatories to this agreement, which are the Covered Entity and Pharmacy.
  - k. **“Pharmacy”** is hereby defined as the legal entity identified in this Agreement.
  - l. **“Tracking System”** is hereby defined as a system for identifying and monitoring the use of drugs through all phases of the Parties’ involvement with such drugs, including the ordering of 340B drugs, the receipt of 340B drugs, Covered Entity’s payment for 340B drugs, internal transfers of 340B drugs within the Pharmacy, and Pharmacy’s preparation and dispensing of 340B drugs.
2. **Essential Compliance Elements.** The parties agree to comply with the following essential compliance elements specified by HRSA.
- a. **“Ship To, Bill To” Arrangement.** Covered Entity shall purchase and maintain title to the 340B Drugs and shall assume all responsibility for establishing the price of the 340B Drugs subject to applicable Federal, State, and local laws. A “ship to, bill to” procedure shall be used by the Parties, pursuant to which the Covered Entity shall order, or Pharmacy shall order on Covered Entity’s behalf, 340B Drugs directly from the drug manufacturer, a designated sales representative, or a drug wholesaler. Covered Entity, or Pharmacy on Covered Entity’s behalf, shall arrange for Covered Entity to be billed directly for purchased 340B Drugs. Covered Entity will designate a single billing address for all 340B drug purchases.
  - b. **Comprehensive Pharmacy Services.** The Parties agree to provide comprehensive pharmacy services to Covered Entity Patients. The respective responsibilities of Covered Entity Pharmacy in providing comprehensive pharmacy service are set forth in Section 4. Certain Pharmacy Services may be outsourced to a third party, subject to the express written agreement by both the Covered Entity and Pharmacy. Covered Entity is not limited to providing comprehensive pharmacy services to any particular location and may choose to provide them at multiple locations.
  - c. **Other Services.** Pharmacy may provide other services to Covered Entity or Covered Entity Patients at the option of Covered Entity. Such services are set forth in Section 4. Regardless of the services provided by Pharmacy, access to 340B pricing shall be restricted to Covered Entity Patients.

- d. **Adherence to All Applicable Laws.** Covered Entity and Pharmacy shall adhere to all applicable Federal, State, and local laws, regulations, and requirements, including but not limited to Federal and State anti-kickback laws, self-referral laws, and false claims laws. Both Covered Entity and Pharmacy are aware of the potential for civil or criminal penalties if they violate Federal, State or local laws and requirements.
  - e. **Reports.** Pharmacy will provide Covered Entity with reports consistent with customary business practices. The reports that Pharmacy shall provide are set forth in Section 4.
  - f. **Tracking System.** Pharmacy, with the assistance of Covered Entity, shall establish and maintain a Tracking System suitable to prevent the diversion of 340B Drugs to individuals who are not Covered Entity Patients. The Tracking System shall include periodic comparisons of Covered Entity prescribing records with Pharmacy dispensing records to detect potential irregularities. These comparisons will be done by the covered entity's staff.
  - g. **Patient Verification.** The parties shall develop a system to verify patient eligibility, as defined by HRSA guidelines. The system shall be subject to modification in the event of change in such guidelines. The Parties agree that they will not resell or transfer a 340B Drug to an individual who is not a Covered Entity Patient. Covered Entity understands that it may be removed from the 340B Program if it participates in drug diversion.
  - h. **Prohibition Against Duplicate Discounts.** Neither Party shall use 340B Drugs to fill prescriptions for Covered Entity Patients payable by Medicaid on a fee-for-service basis or MCO unless Covered Entity, Pharmacy and the State Medicaid program have established an arrangement to prevent duplicate discounts. Any such arrangement shall be reported to HRSA by the Covered Entity.
  - i. **Maintaining Compliance.** Covered Entity and Pharmacy will identify the necessary information for the Covered Entity to meet its ongoing obligations of ensuring that the requirements listed herein are being complied with and establish mechanisms to ensure availability of that information for periodic independent audits performed by the Covered Entity.
  - j. **Outside Audits.** Covered Entity and Pharmacy understand that they are subject to audits by outside parties (the Department and participating manufacturers) of records that directly pertain to the Covered Entity's compliance with the drug resale or transfer prohibition and the prohibition against duplicate discounts. Pharmacy assures that all pertinent reimbursement accounts and dispensing records maintained by Pharmacy will be accessible separately from Pharmacy's own operations and will be made available to Covered Entity, HRSA and the manufacturer in the case of an audit. Such auditable records shall be maintained for a period of time that complies with all applicable Federal, State and local requirements.
  - k. **Access to Agreement.** Upon written request to the Covered Entity, a copy of this Agreement will be provided to OPA.
3. **Ongoing Responsibility of Covered Entity to Ensure Compliance.** Covered Entity is responsible for ensuring that the process for distribution of 340B Drugs complies with 340B statutory obligations to ensure against the diversion of 340B Drugs and to prevent duplicate discounts.
- a. **Annual Independent Audits.** In accordance with 340B program guidance, Covered Entity shall undertake annual, independent audits for the purpose of ensuring that the prohibitions against diversion and duplicate discounts are not breached.
    - 1) **Selection.** Covered Entity shall maintain sole discretion over the selection of an independent, outside auditor to perform the audit.

- 2) **Methodology.** Covered Entity shall determine, in consultation with the independent auditor, the methodology to be utilized in performing the audit.
  - 3) **Business Practices.** The auditor shall follow standard business practices for audits, including audit trails provided by Covered Entity to the auditor, and use of standard reports.
- b. Remedial Action.** In the event that Covered Entity determines that 340B drug diversion or duplicate discounts have occurred or that it is otherwise unable to comply with its responsibility to ensure reasonable compliance, it must take immediate remedial action to assure compliance and notify OPA regarding such compliance problems and actions taken to remedy those problems.
- 4. Operational Responsibilities.** In addition to the responsibilities described in Sections 2 and 3, Covered Entity and Pharmacy agree to operationalize the contract pharmacy arrangement established under this Agreement by performing the following tasks.
- a. Replenishment.** The Parties agree to establish and utilize a stock replacement system whereby the ordering and receipt of 340B Drugs occurs after Pharmacy has filled a prescription for a qualified Covered Entity Patient.
- 1) **Ordering.** Covered Entity shall arrange for Pharmacy to place orders for 340B Drugs on Covered Entity's behalf. Pharmacy will not order and thus ship provider floor stock from the Covered Entity's 340B wholesaler account to any Facility unless both parties agree in writing that Pharmacy may do so.
  - 2) **Shipment.** Covered Entity shall arrange for shipment of the 340B Drugs directly to Pharmacy.
  - 3) **Receipt of 340B Drugs.** Pharmacy is responsible for the receipt of 340B Drugs purchased by Covered Entity. Upon receipt of 340B Drugs, Pharmacy shall compare all shipments received on behalf of Covered Entity and confirm that the shipments conform to the orders of 340B Drugs placed by Covered Entity. If Pharmacy should find a discrepancy between the shipment and order of 340B covered outpatient drugs, Pharmacy shall inform Covered Entity.
  - 4) **NDC-by-NDC Replacement.** Drugs dispensed to Covered Entity Patients shall be replenished at the NDC-11 level. In the event the drug cannot be replenished at the NDC-11 level, the parties agree to follow the procedures described in section 4(a)(6).
  - 5) **Billing.** When Pharmacy fills a prescription subject to 340B replenishment under this subsection, Pharmacy shall bill Covered Entity the compensation dispensing fee set forth under section 4(g). Invoicing shall occur monthly. Payment shall be made by check from Covered Entity to Diamond by the last day of the following month. Such payment shall be sent to:

Diamond Pharmacy Services  
 Attn: Accounts Receivable  
 645 Kolter Drive  
 Commerce Park  
 Indiana, PA 15701-3570

Pharmacy will not dispense, bill compensation dispensing fee or replenish 340B non-legend medication prescriptions unless both parties agree in writing that Pharmacy may do so. Pharmacy shall supply a non-340B price report of all 340B prescriptions dispensed during the invoice period to the Covered Entity with each monthly invoice. If Covered Entity expands their medical care to offender patients outside of HIV or HEP C, the billing process set forth in this Agreement may be modified upon both parties agreement in writing.

- 6) **Out-of-Stock –Unavailable or Discontinued Drugs.** When a replenishment order is for a drug that is out-of-stock, the out-of-stock drug will be reordered in the next inventory replenishment order. If, however, after two (2) consecutive invoice periods, the drug(s) remain out-of-stock or it is determined to be completely unavailable the Parties agree that the prescription will not be replenished with 340B Drugs and the Pharmacy will bill the Covered Entity the Pharmacy's non-

340B price for said prescriptions the following invoice period. In the event the drug is in stock but its package size has been discontinued, the Parties agree that the drug shall be replenished in the next available package size (at the NDC-9 level). For purposes of this subsection, the invoice period shall be a calendar month.

- 7) **Slow Moving Drugs.** Pharmacy will identify all drugs that have been dispensed to Covered Entity Patients but do not qualify for a 340B replenishment order because the quantity of such drugs falls short of the NDC-11 package size necessary to trigger replenishment with 340B Drugs. If more than three (3) months have passed since the unreplenished drugs have been dispensed, the Parties agree that Pharmacy will determine at its discretion if they will no longer seek to replenish the drugs and will use Pharmacy's non-340B drugs instead. If Pharmacy determines they will no longer continue to try to seek replenishment, Pharmacy will bill the Covered Entity the Pharmacy's non-340B price for said prescriptions the following invoice period.
  - 8) **Reconciliation.** Pharmacy will conduct a quarterly reconciliation of 340B Drugs dispensed against those 340B Drugs received by Pharmacy. If Pharmacy uncovers a discrepancy as a result of the dispensed drugs being out-of-stock, discontinued or slow-moving, the Parties will resolve such discrepancies in accordance with Sections 4(a)(6) and 4(a)(7) above. In the event the discrepancies are the result of other factors and Pharmacy determines that the quantity of 340B Drugs provided to Pharmacy exceeds the quantity of drugs dispensed to Covered Entity Patients hereunder, Pharmacy will return the excess quantity to the Covered Entity's supplier. In the event Pharmacy determines that the quantity of 340B Drugs provided to Pharmacy is less than the quantity of drugs dispensed to Covered Entity Patients hereunder, Pharmacy will notify Covered Entity of the shortfall and attempt to order replacement 340B Drugs sufficient to eliminate the shortfall up to the bottle size of the NDC dispensed.
  - 9) **Unused Drugs.** In the event a drug dispensed by Pharmacy is unused, since Pharmacy is using the replenishment method, the drug cannot be returned to the Pharmacy for re-dispensing. However, it is permissible for the Covered Entity to use a reverse distributor for 340B products under the following conditions: (1) Auditable records are maintained by the entity of the transaction (2) A licensed reverse distributor is used (3) All state laws are followed (4) All 340B statute and guidelines are followed (5) The entity is not attempting to use the reverse distribution with the expectations of generating profit on 340B purchased drugs. (6) If the entity has questions, we recommend working with the manufacturer directly.
- b. Patient Verification.** Covered Entity shall furnish a list to Pharmacy of all health care providers qualified to prescribe 340B Drugs to Covered Entity Patients. Covered Entity authorizes Pharmacy to use 340B Drugs to fill any prescription from an individual identified in the list pursuant to this Agreement. The list shall be updated at a minimum each quarter with any immediate additions or deletions communicated to the Pharmacy as they occur. Pharmacy will not dispense 340B medications to non-incarcerated (public) covered entity patients.
- c. Tracking System.** Pharmacy shall establish a Tracking System to protect against diversion and duplicate discounts throughout the process by which 340B Drugs are ordered, received, dispensed and billed.
- 1) **Records.** Pharmacy shall maintain (readily retrievable) customary business records including: prescription files, records of ordering and receipt, dispensing records, any third party reimbursement claims.
  - 2) **Inspection.** Covered Entity shall have the opportunity, upon reasonable notice and during business hours, to examine the Tracking System.
  - 3) **Modification.** Pharmacy shall make any and all adjustments to the Tracking System that Covered Entity determines are reasonably necessary to prevent the diversion of 340B Drugs to

individuals who are not Covered Entity Patients.

- d. Recordkeeping.** The Parties agree to maintain auditable records relating to the purchase, dispensing and billing of 340B Drugs under the contract pharmacy arrangement described in this Agreement.
- 1) Maintenance of Pharmacy Services Records.** On behalf of Covered Entity, Pharmacy shall maintain all relevant records relating to its services provided under this Agreement, in accordance with applicable Federal, State, and local laws and regulations, including but not limited to the Federal standards for the privacy of individually identifiable health information. Pharmacy shall maintain all auditable records for a period of time that complies with all applicable Federal, State and local requirements, in any event not less than a period of ten (10) years.
  - 2) Access to Business Records.** Pharmacy shall provide Covered Entity with reasonable access to Pharmacy's business records relating to Pharmacy services for 340B Drugs, as is deemed necessary by Covered Entity in order to ensure that Pharmacy is in compliance with applicable Federal, State, and local laws, regulations, and requirements.
  - 3) Separation of Records.** Pharmacy shall ensure that all reimbursement accounts and dispensing records, and any and all other pertinent records relating to Pharmacy's responsibilities and duties under the Agreement, are maintained by Pharmacy separately from Pharmacy's own operations.
- e. Other Covered Entity Responsibilities.** Covered Entity shall perform the following tasks and functions in addition to those described above.
- 1) OPA Database.** Covered Entity shall ensure that its enrollment in OPA's database is accurate and up to date. Covered Entity shall notify Pharmacy of any changes to its 340B enrollment status pertinent to this Agreement.
  - 2) Prescriber List.** Covered Entity shall inform Pharmacy immediately of any changes made to the list of prescribing providers furnished by Covered Entity pursuant to subsection (b).
  - 3) Electronic Wholesaler Invoice File.** Covered Entity shall insure their wholesaler will supply Pharmacy with a parsable electronic invoice file in addition to a paper copy of the invoice, of 340B replenishment orders placed by Pharmacy on Covered Entity's wholesaler account in order to complete the tracking process in their inventory management system per section 4(c) of this Agreement.
  - 4) E-PRESCRIBING/EMAR.** If the Facility uses its own electronic health record or electronic CPOE/EMAR system, Covered Entity will work with Pharmacy in assuring the Facility's current e-prescribing/EMAR operational/provider process remains intact.
- f. Other Pharmacy Responsibilities.** Pharmacy shall perform the following tasks and functions in addition to those described above.
- 1) Practice of Pharmacy.** Pharmacy agrees to render its services as herein provided in accordance with the rules and regulations of the Arizona State Board of Pharmacy and all applicable Federal and State laws and regulations. The relations between an Eligible Patient and Pharmacy shall be subject to the rules, limitations, and privileges incident to the pharmacy-patient relationship. Pharmacy shall be responsible to said Eligible Patient for pharmaceutical advice and service, including the right to refuse to service any individual where such service would violate pharmacy ethics or any pharmacy laws or regulations.
  - 2) Patient Counseling.** Pharmacy shall provide patient counseling services to Covered Entity Patients in accordance with applicable Federal, State and local laws and regulations.
  - 3) Drug utilization review.** Pharmacy shall perform drug utilization review for Covered Entity Patients.

- 4) **Medication Therapy Management.** Pharmacy shall provide consultations and other services in an effort to optimize therapeutic outcomes through improved medication use and decreased adverse drug interactions.
- 5) **Formulary Management.** Pharmacy shall provide formulary management.

**g. Compensation.** The Parties agree to the following compensation arrangement.

- 1) Covered Entity agrees to pay Pharmacy a dispensing fee of \$ 20.00 per prescription for its services under this Agreement due within thirty (30) days of invoice.
- 2) Covered Entity and Pharmacy have freely negotiated the payment terms provided herein and neither has offered or received any inducement or other consideration from the other Party for entering into this Agreement. The compensation paid to Pharmacy is consistent with fair market value in arms-length transactions for Pharmacy services and is not determined in a manner that takes into account the volume or value of any referrals or business otherwise generated between the Parties for which payment may be made in whole or in part under Medicare or a State health care program.

**5. Term and Termination.**

**a.** The term of this Agreement shall be for one (1) year commencing on the Effective Date. At the end of the initial one (1) year, this Agreement shall automatically renew for subsequent one (1) year terms unless either Party gives the other at least sixty (60) days prior written notice of its intention not to renew prior to the expiration of the then current term. Notwithstanding the forgoing, this Agreement may be terminated early under the following circumstances.

- 1) Covered Entity or Pharmacy may terminate this Agreement immediately upon written notice to Covered Entity or Pharmacy of any breach of the terms of this Agreement, which is not cured to the reasonable satisfaction of the non-breaching Party within thirty (30) days.
- 2) Covered Entity may terminate this Agreement at any time, with or without cause, by giving Pharmacy sixty (60) days prior written notice.
- 3) Pharmacy may terminate this Agreement at any time, with or without cause, by giving Covered Entity sixty (60) days prior written notice.
- 4) The Parties may terminate this Agreement immediately by mutual consent.

**b.** Upon termination or expiration of this Agreement, Covered Entity is entitled to receive copies of files or other materials related to Covered Entity Patients which may be in Pharmacy's possession or under Pharmacy's control.

**c.** Upon termination or expiration of this Agreement, Pharmacy will do a final reconciliation of Covered Entity's 340B inventory based on Pharmacy's records in their inventory management program. In the event Pharmacy determines that the quantity of 340B Drugs provided to Pharmacy is less than the quantity of drugs dispensed to Covered Entity Patients hereunder, Pharmacy shall attempt to order replacement 340B Drugs sufficient to eliminate the shortfall up to the bottle size of the 11 digit NDC number dispensed. If any remaining 340B medications that have been dispensed and subsequently have not reached a full bottle size based on the 11 digit NDC number, both parties agree Pharmacy will immediately bill the Covered Entity the Pharmacy's non-340B price for said prescriptions. Payment will be made to Pharmacy within thirty (30) days of said invoice.

**6. Insurance.** Covered Entity and Pharmacy shall each maintain general liability insurance with, at a minimum, coverage in the amount of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in the annual aggregate. Upon request, Covered Entity and Pharmacy will provide the other with a certificate or certificates of insurance certifying the existence of the

coverage required hereunder. Covered Entity and Pharmacy will notify the other promptly in the event of termination or material change with respect to such insurance.

7. **Governing Law.** The Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.
8. **Force Majeure.** Each Party's delay in, or failure of, performance under this Agreement shall be excused where such delay or failure is caused by an act of nature, fire or other catastrophe, work stoppage, or delays or failure to act of any carrier or agent, or any other cause beyond such Party's direct control.
9. **Entire Agreement.** This Agreement represents the entire understanding of the Parties in the subject matter hereof. Any amendments to this Agreement shall be in writing and signed by both Parties hereto.
10. **Survival.** The provisions of this Agreement that by their nature are intended to continue in their effect following expiration or termination of this Agreement, including all payment obligations, shall survive any such expiration or termination of this Agreement.
11. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be considered an original, and all of which taken together will constitute one and the same instrument and will be effective as of the Effective Date. Signature execution by facsimile or other electronic means shall be considered binding.
12. **Notice.** Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be sent by certified or registered mail, return receipt requested or by overnight delivery by a nationally recognized courier, to the Parties at the addresses set forth on the signature pages hereto. Notice shall be effective on the day it is received.
13. **Addendum.** The terms and conditions in the attached Addendum are incorporated into this Agreement.

**(Signatures on the Following Page)**

**In witness thereof**, the Parties hereto have caused this Agreement to be executed by themselves or their duly authorized representatives as of the day and year first written above.

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Name: Wesley L. Basinger 4/15/15

Title: CFO

Address: \_\_\_\_\_

\_\_\_\_\_

**DIAMOND PHARMACY SERVICES**

By: \_\_\_\_\_

Name: Mark J. Zilber

Title: Chief Operating Officer

Address: 645 Kolter Drive

Indiana, PA 15701

**EXHIBIT A**

**ELIGIBLE CORRECTIONAL FACILITIES**

1. Fourth Avenue Intake, 201 South 4<sup>th</sup> Avenue, Phoenix, AZ 85003
2. Fourth Avenue Outpatient, 201 South 4<sup>th</sup> Avenue, Phoenix, AZ 85003
3. Durango Out Patient, 3225 West Gibson Lane, Phoenix, AZ 85009
4. Estrella Out Patient, 2939 West Durango Street, Phoenix, AZ 85009
5. Estrella Support Out Patient, 2939 West Durango Street, Phoenix, AZ 85009
6. Lower Buckeye Outpatient, 3250 West Lower Buckeye Road, Phoenix, AZ 85009
7. Lower Buckeye Psych , 3250 West Lower Buckeye Road, Phoenix, AZ 85009
8. Lower Buckeye Infirmary, 3250 West Lower Buckeye Road, Phoenix, AZ 85009
9. Towers Out Patient, 3127 West Gibson Lane, Phoenix, AZ 85009

**EXHIBIT B**

**ELIGIBLE COVERED ENTITY SITES**

**ADDENDUM TO 340B CONTRACT PHARMACY SERVICES AGREEMENT****DATED March 30, 2015 ("Agreement")****ADDITIONAL PROVISIONS**

This Addendum is part of the above-referenced Agreement by and between Maricopa County, a political subdivision of the State of Arizona, ("MC") and Diamond Pharmacy Services ("Contractor"). In the event any provision of this Addendum conflicts with one or more provisions of the Agreement, then the terms of this Addendum shall apply.

**1. General Terms and Conditions.**

1.1. **Invalidity/Excluded Provider Assurances.** In the event a government, administrative, or legislative amendment is made to the provisions of the Social Security Act, or in the event of a court decision or government statement that would render the Agreement illegal, or give rise to the reasonable belief by either party that the Agreement may be in violation of any law, the parties shall attempt in good faith to renegotiate the provisions of the Agreement. If an agreement cannot be reached within thirty (30) days, the Agreement may be immediately terminated by either party or if a Party believes in good faith that no cure is possible, the Agreement will terminate immediately upon such notice to the other Party. In addition, in an effort to comply with the requirements of Section 1128(b) of the Social Security Act, and the regulations promulgated thereafter, MC and Contractor mutually certify and warrant as follows:

1.1.1 that the goods or services being furnished and the charges for same, are in compliance with the requirements of Medicare, Medicaid, and state law.

1.1.2 that Contractor, or any individual assigned by Contractor to provide services pursuant to the Agreement, is not and at no time has been excluded from participation in any federally funded health care program, including Medicare or Medicaid. Contractor hereby agrees to notify MC immediately of any threatened, proposed, or actual exclusion of Contractor or any individual providing services to MC, from any federally funded health care program, including Medicare or Medicaid. In the event that Contractor or any individual providing services to MC, is excluded from participation in any federally funded health care program during the Term, or if at any time after the effective date of the Agreement it is determined that Contractor or any individual providing services to MC is in breach of this Section, the Agreement shall automatically terminate as of the date of such exclusion or breach as to that individual. Contractor further agrees that any individual employed or contracted by Contractor who is excluded from participation in any federally funded health care program during the Term shall automatically be deemed ineligible or removed from providing any additional services to MC pursuant to the Agreement.

1.1.3 that, to the extent permitted by law, each Party shall indemnify and hold harmless the other party against all actions, claims, demands, and liabilities, and against all loss, damage, costs, and expenses, excluding attorneys' fees, arising out of any violation of this Section 1.3 by the other party, or due to the exclusion of the other party or any individual providing Services on behalf of Contractor to MC from a federally funded health care program under Agreement including Medicare or Medicaid, or out of third party claims arising from injury to a person or to property as a result of the negligent or intentional act or omission of a Party, or any of Party's employees, agents, or subcontractors providing services, in connection with Party's obligations under the Agreement, except to the extent any such loss, damage, costs, and expenses were caused by the negligent or intentional act or omission of the other party, its officers, employees, or agents.

1.1.4 that Contractor will not now, or at any time in the future, knowingly employ or otherwise knowingly do business with firms, individuals, or entities under suspension or exclusion from Medicare or Medicaid.

1.1.5 that the parties will cooperate by furnishing information about past, present, or future transactions, to whatever extent may be necessary, in order to establish compliance with Medicare and Medicaid requirements by MC and Contractor.

1.2. **Recordkeeping.** If and to the extent required by Section 1395x(v)(1)(I) of Title 42 of the United States Code, until the expiration of four (4) years after the termination of the Agreement, Contractor shall make available, upon written request by the Secretary of the Department of Health and Human Services (the Secretary), or upon request by the Comptroller General of the United States General Accounting Office (the Comptroller General), or any of their duly authorized representatives, a copy of the Agreement and such books, documents, and records as are necessary to certify the nature and extent of the costs of the services provided by Contractor under the Agreement. Contractor further agrees that, in the event Contractor carries out any of its duties under the Agreement through a subcontract with a related organization with a value or cost of Ten Thousand Dollars (\$10,000.00) or more over a twelve (12) month period, such subcontract shall contain a provision requiring the related organization to make available until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract upon written request to the Secretary, the Comptroller General, or any of their duly authorized representatives, a copy of such subcontract and such organization's books, documents, and records as are necessary to verify the nature and extent of such costs

1.3. **Access to Books.** The parties agree that, if the Agreement is determined to be a contract within the purview of Section 1861(b)(1)(I) of the Social Security Act and the regulations promulgated in implementation thereof at 42 CFR Part 420, Contractor, its agents, employees, officers, and directors agree to make available to the Secretary of the Department of Health and Human Services, the Comptroller General of the United States General Accounting Office, and their duly authorized representatives access to the books, documents, and records of the respective party and such other information as may be required by the Secretary or the Comptroller General to verify the nature and extent of the cost of services provided by Contractor. If Contractor, its agents, employees, officers, or directors refuse to make the books, documents, and records available for said inspection, and if, as a result, MC is denied reimbursement for said services then Contractor agrees to indemnify MC for MC's loss or reduction in reimbursement. The obligation of Contractor to make records available shall extend for four (4) years after the furnishing of the latest service under the Agreement or any renewal.

1.4. **No Kickback.** Nothing in the Agreement shall be construed as an offer for payment by one party to the other of cash or other remuneration, directly or indirectly, in exchange for patient referrals or arrangements or recommendations for any item or service.

1.5. **Responsibility for Own Acts.** Each party shall be responsible for its own acts and omissions and shall be liable for payment of that portion of any and all claims, liabilities, injuries, suits, demands, and expenses of all kinds that may result or arise out of any malfeasance or neglect caused by said party, its employees, agents, or subcontractors, in the performance or omission of any act or responsibility of said party under the Agreement. In the event that a claim is made against both parties, it is the intent of both parties to cooperate in the defense of said claim and to cause their insurers to do likewise. Both parties shall, however, retain the right to take any and all actions they believe necessary to protect their own interests.

1.6. **Jeopardy.** Notwithstanding anything herein to the contrary, in the event the performance by either party of any term, covenant, condition, or provision of the Agreement jeopardizes the licensure of MC, its participation in or payment or reimbursement from Medicare, Medicaid, Blue Cross, or other reimbursement or payment programs, or its full accreditation by The Joint Commission (TJC) or any other state or nationally recognized accreditation organization (as applicable), or its tax-exempt status, any of its property or financing (or the interest income thereon, as applicable), or will prevent or prohibit any physician, or any other health care professionals or their patients from utilizing MC or any of its services or the Contractor hereunder, or if for any other reason said performance should be in violation of any statute, ordinance, or be otherwise deemed illegal, or be deemed unethical by any recognized body, agency, or association in the medical or hospital fields, either Party may at its option (i) terminate the Agreement

immediately; or (ii) initiate negotiations to resolve the matter through amendments to the Agreement and, if the parties are unable to resolve the matter within thirty (30) days, terminate the Agreement immediately.

#### 1.7. **Confidential Information**

1.7.1 **Non-Public Information.** Each Party shall treat all non-public information obtained as part of the Agreement as confidential and shall not, without written authorization from the other, release or share such information with any third party, except as may be required by law. Each Party agrees that, before reporting any actual or perceived violation of law to any governmental entity, even if required by law to do so, it will first discuss any potential legal or compliance matter with the other Party's Corporate Responsibility Officer and Legal Counsel and, unless otherwise required by law, provide the other Party an opportunity to investigate and appropriately report any compliance matter brought to its attention. Non-Public information shall not include (1) any Protected Health Information to the extent it is utilized or communicated in compliance with HIPAA; (2) information already in a Party's possession in the same form as the confidential information provided by any other Party (unless such Party knows or has reason to believe that such confidential information is subject to another confidentiality agreement with, or other similar obligation of secrecy to, such other Party or any other person); (3) information that is or becomes generally available to the public other than as a result of a disclosure by or through such Party, its representatives, employees, advisors, attorneys, accountants and/or agents (collectively, "Authorized Agents"); or (4) information that becomes available to such Party on a non-confidential basis from a source other than such Party or its Authorized Agents (but only if such source is not bound by a confidentiality agreement with, or other obligation of secrecy to, the other party or any other person).

1.7.2 **Disclosure.** The Parties shall hold in confidence the information contained in the Agreement and each of them hereby acknowledges and agrees that all information related to the Agreement, not otherwise known to the public, is confidential and proprietary and is not to be disclosed to third persons without the prior written consent of each of the parties except: To the extent necessary to comply with any law, rule, or regulation, including without limitation any rule or regulation promulgated by the SEC or valid order of any governmental agency or any court of competent jurisdiction; as part of its normal reporting or review procedure, to its auditors and its attorneys; to the extent necessary to obtain appropriate insurance, to its insurance agent; or as necessary to enforce its rights and perform its obligations under the Agreement.

1.8 **Assignment.** Neither party may assign, encumber, or transfer the Agreement in whole or in part nor grant a license or concession in connection therewith without the prior written consent of the other party; provided, however, nothing herein shall prohibit or preclude the assignment of this Agreement by MC to an affiliate or owner of MC. This prohibition shall include any act that has the effect of an assignment or transfer which occurs by operation of law.

1.9 **Endorsements.** Neither Party shall use the name of the other Party in any promotional or advertising material unless such party has received the prior written consent of the party whose name is to be used. Both Parties shall deal with each other publicly and privately in an atmosphere of mutual respect and support, and each Party shall maintain good public and patient relations and efficiently handle complaints and inquiries with respect to the services provided under the Agreement.

1.10. **Independent Contractors.** The Parties are independent contractors. Neither is authorized or permitted to act as an agent or employee of the other. Nothing in the Agreement shall in any way alter the freedom enjoyed by either party, nor shall it in any way alter control of the management, assets, and affairs of either party. Neither Party, by virtue of the Agreement, assumes any liability for any debts or obligations of a financial or legal nature incurred by the other party.

1.11. **Waiver.** The waiver by either Party of a breach or violation of any provision of the Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof.

## **2. Compliance with All Laws, Regulations, and Standards.**

2.1. **Compliance.** The Parties intend and in good faith believe that the Agreement complies with the provisions of the Taxpayer Bill of Rights 2, the Internal Revenue Code, specifically including the provisions regarding private benefit and private inurement that apply to MC as a 501(c)(3) Contractor, the Stark law, the Anti-Kickback Statute, and all other federal and state laws (collectively, the laws). If either Party holds a reasonable belief that the Agreement is contrary to any provision of the laws or the regulations promulgated thereunder, or any memorandum, case law, or other authority, then the parties agree to attempt in good faith to renegotiate the provisions to their mutual satisfaction. If an agreement cannot be reached within thirty (30) days, either Party may immediately terminate the Agreement.

2.2. **Violation of Law; Tax-Exempt Status.** If, in the opinion of MC, any term of this Agreement violates federal, state or local law or regulation, could jeopardize the federal tax-exempt status of MC, or the tax-exempt status of the bonds of the MC, or could result in prohibition of any referral or payment to MC, then the terms of this Agreement shall be changed as necessary so that, in the opinion of MC, such federal, state, or local law or regulation is no longer violated, such federal tax-exempt status is no longer threatened or such prohibition would no longer result, as the case may be.

2.3. **Equal Employment Opportunity.** MC is a political subdivision of the State of Arizona. To the extent applicable to MC, the parties hereby incorporate by reference the provisions of Executive Order 11246, as amended, and 41 C.F.R. 60-1.4(a); the Rehabilitation Act of 1973, as amended, and 41 C.F.R.60-741.5(a); the Vietnam Era Veterans' Readjustment Assistance Act, as amended, and 29 C.F.R. 60-250.5(a); and Executive Order 13496 and 29 C.F.R. Part 471, Appendix A to Subpart A. By acceptance of this contract, Contractor represents and warrants that, unless exempted under the terms of these applicable laws, it will comply with the foregoing Executive Orders, statutes, rules and regulations and all amendments thereto.

2.4. **Insurance.** Contractor shall, at its sole cost and expense, procure, keep, and maintain throughout the Initial Term, insurance coverage in the minimum amounts of: One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) annual aggregate for commercial general liability; and with participation in the excess liability fund thereunder and applicable state statutory limits for workers' compensation. In addition to the coverages specifically listed herein, Contractor shall maintain any other usual and customary policies of insurance applicable to the work being performed by Contractor pursuant to the Agreement. Said policy(ies) shall cover all of Contractor's services hereunder. By requiring insurance herein, MC does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Contractor in the Agreement, including any exhibits.

[Signatures on the Following Page]

Maricopa County

By:  \_\_\_\_\_

Title: CFO \_\_\_\_\_

DIAMOND PHARMACY SERVICES

By:  \_\_\_\_\_

Title: Chief Operating Officer \_\_\_\_\_

DIAMOND PHARMACY SERVICES, 645 KOLTER DRIVE, INDIANA, PA 15701-3570

PRICING SHEET NIGP 94872

Terms: NET 30

Vendor Number: W000000730 X

Telephone Number: 800/234-6337

Fax Number: 877/234-7050

Contact Person: Mark J. Zilner

E-mail Address: [mzilner@diamondpharmacy.com](mailto:mzilner@diamondpharmacy.com)

Company Web Site: [www.diamondpharmacy.com](http://www.diamondpharmacy.com)

Contract Period: To cover the period ending **September 30, 2016**, ~~March 31 2010 2011 2012 2013 2014.~~  
~~2015~~ **2016.**